



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

Wednesday, March 13, 2019

1:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Public To Be Heard

All items before a committee shall be considered only after giving the Council sponsor, the proponents, the opponents, and any persons desiring to address the committee a reasonable opportunity to be heard. Persons addressing the committee shall keep their remarks to the point and avoid repetition and are subject to call to order by the Chair for failure to do so. In the discretion of the committee Chair, the length of time allowed any one speaker may be limited.

5. Business

- A. [2019-2600](#) F&BC Minutes from February 11, 2019
- B. [2019-2616](#) Discussion of FY20 Budget Hearing Dates

Presenter: Nick Edwards, Assistant City Manager
- C. [TMP-1156](#) An Ordinance Approving the Award of RFP No. 2019-020 for the Acquisition of a Budgeting Solution to Questica Ltd. for an Amount not to exceed \$155,000.00 and Authorizing the City Manager to Execute Agreements for the same by and on behalf of the City.

Presenter: Nick Edwards, Assistant City Manager
- D. [TMP-1159](#) An Ordinance Approving a one-year extension of Contract 2014-077/4R for Auditing Services with Rubin Brown LLP for an Annual Fee of \$84,180 and authorizing the City Manager to execute the same by and on behalf of the City.

Presenter: Bette Wordelman, Finance Director
- E. [TMP-1133](#) An Ordinance Authorizing the Execution of a Memorandum of Understanding between the Kansas Bureau of Investigation and the City of Lee's Summit, Missouri for the Use of Midwest High Intensity Drug Trafficking Area Award Funds.

Presenter: Major John Boenker, Police Department

- F. [TMP-1134](#) An Ordinance Authorizing the Execution of a Memorandum of Understanding between the Kansas Bureau of Investigation and the City of Lee's Summit, Missouri for the Use of Midwest High Intensity Drug Trafficking Area Award Funds.
- Presenter: Major John Boenker, Police Department
- G. [TMP-1151](#) An Ordinance Authorizing the Execution of a Sole Source Agreement between the City of Lee's Summit, Missouri and Idemia Identity and Security USA, LLC, in the Amount of \$52,736.00 for the use of two LiveScan Systems.
- Presenter: Major Curt Mansell, Police Department
- H. [TMP-1158](#) An Ordinance Approving the Award of RFP No. 2019-023 for the Interactive Voice Response System and Utility Payment System Upgrade to Paymentus Corporation and Authorizing the City Manager to Execute Agreements for the same by and on behalf of the City.
- Presenter: Brent Boice, Assistant Director of Business Services, Lee's Summit Water Utilities
- I. [TMP-1160](#) An Ordinance Approving Amendment No. 8 to the Budget for the Fiscal Year ending June 30, 2019, as adopted by Ordinance No. 8405, by Establishing a new Pay and Classification Plan.
- Presenter: Nick Edwards, Assistant City Manager
- J. [TMP-1174](#) An Ordinance Repealing Previous Ordinances related to the Schedule of Fees and Charges for the City of Lee's Summit and Establishing a New the City of Lee's Summit Schedule of Fees and Charges to take Effect July 1, 2019.
- Presenter: Nick Edwards, Assistant City Manager
- K. [TMP-1157](#) An Ordinance Authorizing the City of Lee's Summit, Missouri to use Cooperative Contract EV2230, for the Provision of Pump Parts and Repair Services on an as-needed basis to JCI Industries, Mid-America Pump, Douglas Pump Service, and FTC Equipment for an Aggregate Amount Not to Exceed \$200,000.00 Annually and Authorizing the City Manager to Execute the same by and on behalf of the City.
- Presenter: Rick Gentry, Procurement and Contract Services Manager
- L. [2019-2630](#) Presentation of the FY19 January General Fund Financial Dashboards.
- Presenter: Chris Clubine, Management Analyst
- M. [2019-2631](#) Review of preliminary FY20 General Fund Revenue Forecast
- Presenter: Chris Clubine, Management Analyst

6. Roundtable

7. Adjournment

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

Packet Information

File #: 2019-2600, **Version:** 1

F&BC Minutes from February 11, 2019

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

Monday, February 11, 2019

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

AMENDED

1. Call to Order

2. Roll Call

Councilmember Carlyle joined the meeting late.

Present: 4 - Councilmember Phyllis Edson
Chairperson Bob Johnson
Councilmember Trish Carlyle
Vice Chair Beto Lopez

Absent: 1 - Alternate Rob Binney

3. Approval of Agenda

This agenda was approved.

4. Public Comments

Public Comments were made by Geraldine Armato.

5. Business

- A. [2019-2542](#)** Approval of the Action Letter from the December 17, 2018 F&BC meeting.

Motion by Councilmember Lopez, seconded by Councilmember Edson, the Action Letter from Dec 17, 2018 was approved.

- B. [BILL NO. 19-28](#)** An Ordinance authorizing the waiver of the Lee's Summit Housing Authority's payment in lieu of taxes for the Authority's fiscal year ended September 30, 2018 in the amount of \$33,874.16. (F&BC 2-11-19)

Recommendation: Recommendation: Staff recommends approval of an ordinance authorizing the waiver of Lee's Summit Housing Authority's payment in lieu of taxes for the authority's fiscal year ended September 30, 2018 in the amount of \$33,874.16.

Presenter: Bette Wordelman, Finance Director

On motion by Councilmember Edson, seconded by Councilmember Lopez, this Ordinance was recommended for approval to the Feb 19, 2019 City Council - Regular Session. The vote was unanimous.

Finance and Budget Committee

Action Letter

February 11, 2019

Aye: 3 - Councilmember Edson
Chairperson Johnson
Vice Chair Lopez

Absent: 2 - Alternate Binney
Councilmember Carlyle

- C. [BILL NO. 19-29](#) An Ordinance approving the 2019 Jackson County Board of Election Commissioners Poll Contracts and authorizing the Mayor to execute the same by and on behalf of the City. (F&BC 2-11-19)

Presenter: Jackie McCormick Heanue, Superintendent of Legal Services and Human Resources
Lee's Summit Parks and Recreation

Motion by Councilmember Lopez, seconded by Councilmember Edson this Ordinance was recommended for approval to the Feb 19, 2019 City Council - Regular Session. The vote was unanimous.

Aye: 3 - Councilmember Edson
Chairperson Johnson
Vice Chair Lopez

Absent: 2 - Alternate Binney
Councilmember Carlyle

- D. [BILL NO. 19-30](#) An Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board, and Jackson County, Missouri Parks and Recreation for parking area use and improvements. (F&BC 2-11-19)

Recommendation: Recommendation: Staff recommends approval of An Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board, and Jackson County, Missouri Parks and Recreation for parking area use and improvements.

Presenter: Jackie McCormick Heanue, Superintendent of Legal Services and Human Resources
Lee's Summit Parks and Recreation

Motion by Councilmember Edson, seconded by Councilmember Lopez this Ordinance was recommended for approval to the City Council - Regular Session due back on 2/19/2019. The vote was unanimous.

Aye: 3 - Councilmember Edson
Chairperson Johnson
Vice Chair Lopez

Absent: 2 - Alternate Binney
Councilmember Carlyle

Finance and Budget Committee

Action Letter

February 11, 2019

- E. [BILL NO. 19-31](#) An Ordinance approving the award of Bid No. 2019-014 for Concrete Flat Work, Curb Installation, and Street Repair services on an as-needed basis for a one-year term with up to four, one-year renewals to Quality Custom Concepts, Inc. and authorizing the City Manager to execute the same by and on behalf of the City. (F&BC 2-11-19)

Recommendation: Staff recommends approval of An Ordinance approving the award of Bid No. 2019-014 for Concrete Flat Work, Curb Installation, and Street Repair services on an as-needed basis for a one-year term with up to four, one-year renewals to Quality Custom Concepts, Inc. and authorizing the City Manager to execute the same by and on behalf of the City.

Presenter: Rick Gentry, Procurement and Contract Services Manager

Motion by Councilmember Lopez seconded by Councilmember Edson this Ordinance was recommended for approval to the City Council - Regular Session due back on 2/19/2019. The vote was unanimous.

Aye: 3 - Councilmember Edson
Chairperson Johnson
Vice Chair Lopez

Absent: 2 - Alternate Binney
Councilmember Carlyle

- F. [2019-2559](#) Investment Portfolio Report for the quarter ended Decemeber 31, 2018. (F&BC 2-11-19)

Recommendation: Recommendation: Presentation for information only. No action required.

Presenter: Sherri Staub, Cash Management Officer

This was a presentation only. No action required.

Councilmember Carlyle joined the meeting at this time.

- G. [2019-2553](#) Presentation of the FY19 December General Fund Financial Dashboards (F&BC 2-11-19)

Recommendation: Recommendation: N/A

Presenter: Nick Edwards | Assistant City Manager

Presentation only.

- H. [2019-2554](#) Presentation of the FY19 General Fund Mid Year Projections (F&BC 2-11-19)

Recommendation: Recommendation: N/A

Presenter: Nick Edwards | Assistant City Manager

Presentation only.

- I. [2019-2558](#) Review of Economic Development Opportunity Funding (F&BC 2-11-19)

Presenter: Ryan Elam, Director of Development Services

Presentation only.

- J. [2019-2552](#) Presentation of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2018 by RubinBrown LLP. (FBC 2-11-19)

Presenter: Kaleb Lilly, RubinBrown

This was a presentation only.

Finance and Budget Committee

Action Letter

February 11, 2019

- K. [BILL NO. 19-32](#) An Ordinance approving Amendment No. 7 to the budget for the Fiscal Year ending June 30, 2019, as adopted by Ordinance No. 8405, by revising the Authorized Expenditures to Projected Year End Amounts for the City of Lee's Summit. (F&BC 2-11-19)

Recommendation: Recommendation: Staff Recommends Approval

Presenter: Nick Edwards | Assistant City Manager

Motion by Councilmember Carlyle seconded by Councilmember Lopez this Ordinance was recommended for approval to the City Council - Regular Session due back on 2/19/2019. The vote was unanimous.

Aye: 4 - Councilmember Edson
Chairperson Johnson
Councilmember Carlyle
Vice Chair Lopez

Absent: 1 - Alternate Binney

6. Roundtable

7. Adjournment

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Packet Information

File #: 2019-2616, **Version:** 1

Discussion of FY20 Budget Hearing Dates

Issue/Request:

Discussion of Budget Hearing Dates

Key Issues:

This agenda item was requested by the Committee Chair to discuss the upcoming F&BC meetings.

Nick Edwards, Assistant City Manager

Packet Information

File #: TMP-1156, **Version:** 1

An Ordinance Approving the Award of RFP No. 2019-020 for the Acquisition of a Budgeting Solution to Questica Ltd. for an Amount not to exceed \$155,000.00 and Authorizing the City Manager to Execute Agreements for the same by and on behalf of the City.

Issue/Request:

An Ordinance approving the award of RFP No. 2019-020 for the acquisition of a budgeting solution to Questica Ltd. for an amount not to exceed \$155,000.00 and authorizing the City Manager to execute agreements for the same by and on behalf of the City.

Key Issues:

- The existing software, Lawson Budgeting and Planning (LBP), sold by Infor, has reached its end of life.
- Infor has limited staff available to provide the City with support for the existing LBP tool.
- The LBP tool is not meeting the needs of the City.
- A Request for Proposals (RFP) for a new budgeting solution was issued through Public Purchase, receiving six responses.
- A cross departmental team was tasked with the development of the RFP, and the selection of a vendor.
- Questica Ltd. was selected by the committee as the most responsive to the needs of the City.

Background:

The City budget is currently developed using a software called Lawson Budgeting and Planning (LBP) which was a tool sold by Infor for use with the Lawson ERP system. LBP has been in place for the last six years. The City was informed by Infor that Infor was no longer selling the software as it had reached its end of life. This has led to a reduction in the number of staff Infor has available to support the City.

It was determined that because Infor was not able to provide a replacement solution, that an RFP was needed to determine the best budgeting solution going forward.

An RFP was released through public purchase, the RFP was accessed by 67 firms, and the City received responses from six firms. The selection process included a review and scoring of the proposals submitted, followed by a round of short list interviews and demonstrations. The selection was based on the capability of the firm to meet the requirements of the RFP, and the evaluation committee's view on the usability of the tool, and the firm's ability to perform. Interviews of existing clients were also included in the process.

Impact/Analysis:

If a change is not made, and there is a problem with the existing software, there is an increasing likelihood

that the City will not get the support it needs to address the issue. Further, the timing of this change is important. There is a window of time from May through November that will allow for completion of the implementation, and use of the new software in the development of the FY2021 budget.

Under the proposed agreement, Questica Ltd. will provide and install the budgeting solution, and provide the City with ongoing maintenance of the solution for a fixed price of \$27,338 per year for five years.

Proposed Committee Motion:

I move to recommend to City Council for approval of an ordinance approving the award of RFP No. 2019-020 for the acquisition of a budgeting solution to Questica Ltd. For an amount not to exceed \$155,000.00 and authorizing the City Manager to execute agreements for the same by and on behalf of the City.

Nick Edwards, Assistant City Manager

Recommendation: Staff Recommends Approval

Committee Recommendation: N/A

AMENDED BILL NO.

AN ORDINANCE APPROVING THE AWARD OF RFP NO. 2019-020 FOR THE ACQUISITION OF A BUDGETING SOLUTION TO QUESTICA LTD. FOR AN AMOUNT NOT TO EXCEED \$155,000.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City of Lee's Summit's ("City") current budget and planning software is no longer being supported and the software's vendor was not able to provide a replacement solution; and,

WHEREAS, to acquire a replacement solution, the City, through the Procurement and Contract Services Division, issued RFP No. 2019-020 for the acquisition of a budgeting solution; and,

WHEREAS, RFP No. 2019-020 was advertised through the City's e-procurement system, Public Purchase; and,

WHEREAS, of the proposals received, Questica Ltd. was the highest ranked firm by the project evaluation committee.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby authorizes the award of RFP No. 2019-020 to Questica Ltd.

SECTION 2. The City Council hereby approves and authorizes the City Manager, by and behalf of the City of Lee's Summit, Missouri, to execute the Questica Software Subscription Agreement. and the Questica License and Service Agreement (collectively the "Questica Agreements") between Questica Ltd.. and the City of Lee's Summit, Missouri, attached as "Exhibit A" and "Exhibit B" respectively and incorporated herein by reference, for the purpose of acquiring budgeting software and receiving maintenance and support services for an aggregate amount not to exceed \$155,000.00.

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

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

AMENDED BILL NO.

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Operations and Management
Daniel R. White



QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the “**Agreement**”) is made this _____, 2019 (the “**Effective Date**”) by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware (“**Questica**”) and the City of Lee’s Summit, Missouri including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the “**Subscriber**”). This Agreement and the contract resulting from the City issued Request for Proposals 2019-020 (the “**RFP Contract**”) comprise the entire agreement between the parties. If there is any conflict between this Agreement and the terms of the RFP Contract, the terms of the RFP Contract shall control.

1. DEFINITIONS

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject Party. “**Control**,” for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

“**Order Form**” means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

“**Services**” means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

“**User Guide**” means the on-line users guide for the Services, made available on-line.

“**Users**” means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

“**We**,” “**Us**,” “**Our**,” “**Questica Inc.**” or “**Questica**” means the company or entity providing the Services in the Agreement

“**You**,” “**Your**,” “**Subscriber**” means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

“**Your Data**” means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. PROVISION OF SERVICES

2.1 Terms of Service. Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

2.2 Provision of Services. We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.3 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User

subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2.4 Hosting, Product Maintenance and Support. For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services (the "**Services**") for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.

2.5 Implementation Services. Reserved.

2.6 Acceptance of Custom Work. Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If it is determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

3. USE OF THE SERVICES

3.1 Our Responsibilities. We shall: (i) provide Our basic support as detailed in Appendix B for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.2 Our Protection of Your Data. We shall maintain reasonable, but no less than industry standard, administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3 Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR SERVICES

4.1 Fees. You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.

- 4.2 Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the later of the date of receipt of the invoice or the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- 4.3 Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)
- 4.4 Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days in cases where You authorized us to charge Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.
- 4.5 Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 4.6 Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.
- 4.7 Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized by Licensee in writing prior to such travel, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost. Licensee is not responsible for any travel costs incurred by Questica prior to the required written authorization by Licensee.
- 5. PROPRIETARY RIGHTS**
- 5.1 Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- 5.2 Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 5.3 Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- 5.4 Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.
- 5.5 Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by

You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

- 6.1 Definition of Confidential Information.** As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Nothing in this Agreement shall prohibit or limit Licensee’s ability to comply with the Missouri public records laws.
- 6.2 Protection of Confidential Information.** The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party’s prior written consent.
- 6.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

- 7.1 Our Warranties.** We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below, except such limitation shall not apply (i) in the case of property damage, including lost or misused data, for which defense and indemnity coverage is provided by Questica’s insurance carrier(s), the coverage limits of such insurance as set forth above will apply, or (ii) for violations of a third party’s intellectual property rights.
- 7.2 Your Warranties.** You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.
- 7.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

- 8.1 Indemnification by Us.** We shall indemnify, defend, and hold harmless You and Your employees against any claim, demand, suit, action, or proceeding made or brought against You by a third party alleging that the use

of the Services as permitted hereunder infringes or misappropriates any Canadian or United States' registered patents, copyrights or trade-mark rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

8.2 Indemnification by You. Intentionally Omitted

8.3 Exclusive Remedy. This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES). EXCEPT SUCH LIMITATION SHALL NOT APPLY (I) IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE, INCLUDING LOST OR MISUSED DATA, FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY QUESTICA'S INSURANCE CARRIER(S), THE COVERAGE LIMITS OF SUCH INSURANCE AS SET FORTH ABOVE WILL APPLY, OR (II) FOR VIOLATIONS OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified in the specific Order Form and continue for the subscription term specified therein or the termination of this Agreement, whichever occurs first. Except as otherwise specified in the applicable Order Form, all user subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

10.3 Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination.

Upon any termination for cause by Us, You shall pay any unpaid fees covering services actually received. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

- 10.5 Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30 day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
- 10.6 Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability), 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 10.6 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

11. NOTICES, GOVERNING LAW AND JURISDICTION

- 11.1 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.
- 11.2 Dispute Resolution.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	Questica Management Level	Subscriber Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Manager	Chief Technology Office	10 Business Days
Third Level	President	City Manager/Assistant City Manager	10 Business Days

In the event of any action or proceeding brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

- 11.3 Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Missouri and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Jackson County, Missouri in respect of this Agreement.
- 11.4 Waiver of Jury Trial.** Intentionally omitted.
- ## **12. GENERAL PROVISIONS**
- 12.1 Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- 12.2 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 12.3 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

- 12.4 Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.
- 12.5 Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 12.6 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 12.7 Legal Fees.** You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any undisputed fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).
- 12.8 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 12.9 Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, RFP 2019-020, including all of its Exhibits, and the RFP Contract, including all of its Exhibits, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

- 12.10 **Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.
- 12.11 **Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

The City of Lee's Summit

QUESTICA LTD.

Per: _____

Per: Allan Booth

Name: Stephen A. Arbo

Name: Allan Booth

Title: City Manager

Title: Director - Sales Operations

Date: _____

Date: 7-March-2019

I have authority to bind the organization

I have authority to bind the organization

APPENDIX A – Order Form

OpenBook Cloud Service

Description	Monthly Cost	Annual
Software as a Service		
OpenBook Software Subscription (Questica provides server, database, operating system, monthly management, OpenBook, software maintenance)		\$ 10,000
Year 1 SaaS Subscription		\$ 10,000
Professional Services: Up to 8 Hours	Included	
<i>* Additional services can be purchased at Questica's standard hourly rate.</i>		
Total Professional Services:		\$ 1,785
Grand Total Year 1		\$ 11,785
Continued OpenBook Subscription		\$ 10,000
Annual SaaS Subscription Years 1-4		\$ 10,000

Payment Terms

- Above pricing in US Dollars
- Applicable Taxes Extra
- Terms of Payment:
 - 100% upon Contract Effective Date (Net 30)
 - The annual subscription fee is payable annually in advance
 - Fees paid are non-refundable if cancellation occurs mid-period and is not a result of a default on the part of Questica
 - Beginning in year 5, an annual increase of 3% will be applied to the Subscription Fee

Additional Services

- Consulting services (if needed) to import data from other sources (non-Questica) using the OpenBook Data Importer can be purchased for \$225/hr

APPENDIX B – Hosting, Maintenance and Technical Support Services

- (A) **Hosting Services.** Questica shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:

- I. Testing customizations during an upgrade
- II. Restoring a database backup required because of a Subscriber error
- III. Migrating data or reports among instances (example: from training or testing to production)

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

- (B) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Subscribers generally (“**Updates**”) but excluding any New Product (a “**New Product**” being a solution which, in Questica’s determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
- II. New applications
- III. Services associated with the application or installation of Updates

If requested, Questica will provide assistance in the testing of any site specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

- (C) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

- I. Custom programming services;
- II. On-site support;
- III. Subscriber developed interfaces, API interactions, or customizations;
- IV. Subscriber developed reports;
- V. End-User training or re-training;
- VI. Subscriber hardware or network issues;
- VII. Correction of data issues derived from user error or Software misuse;
- VIII. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
- IX. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and

- X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

APPENDIX C – Reserved

APPENDIX D – Contract Exceptions

This Appendix D is reserved for agreed upon changes or exceptions to the Software Subscription Agreement. Changes in this Appendix D supersede and replace the identified language or section from the Software Subscription Agreement.

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT



QUESTICA LICENSE AND SERVICE AGREEMENT

This SOFTWARE LICENSE AGREEMENT (the “**Agreement**”) is made this _____, 2019 (the “**Effective Date**”) by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware (“**Questica**”) and the City of Lee’s Summit, Missouri including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the “**Licensee**”). This Agreement and the contract resulting from the City issued Request for Proposals 2019-020 (the “RFP Contract”) comprise the entire agreement between the parties. If there is any conflict between this Agreement and the terms of the RFP Contract, the terms of the RFP Contract shall control, with the exception of the pricing terms noted in Appendix A of this Agreement.

BACKGROUND

- A. Questica has made a substantial investment in the development of the QUESTICA BUDGET computer software products identified in the attached Quotation (the “**Software**”), and in the development of documentation related thereto (the “**Documentation**” and together with the Software, the “**Work**”).
- B. Questica has the right to license the Work to third parties.
- C. The Licensee wishes to use the Work, and Questica has agreed to license such use, pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), Questica and Licensee (collectively, the “**Parties**” and individually, a “**Party**”) agree as follows:

1. PERMITTED USE. Subject to the terms of this Agreement, Questica hereby grants to Licensee a perpetual, personal, revocable, non-transferable and non-exclusive license to use the Software, solely in executable code format, and the Documentation provided therewith, solely for Licensee’s own internal business purposes exclusively within the facilities and sites within the jurisdiction of the Licensee.

If Licensee wishes to use the Software at or from an additional site or sites outside of its jurisdiction, Licensee agrees to obtain a separate license for such site(s). Licensee’s right to use the Software and the Documentation is limited to those rights expressly set out herein. Licensee shall not use the Software, in whole or in part, on behalf of or for the benefit of any other Person, including an affiliate of the Licensee, except as expressly provided herein.

1.1 PERSONNEL WORK-AT-HOME RIGHTS. Licensee’s personnel (its employees and contractors) may use the Software from their homes as an extension of the license granted to the Licensee, for business related purposes. Licensee personnel may not use the Software at home for personal purposes. For greater clarity, Licensee shall be responsible for the use of the Work by any contractors, including any actions of omissions of such contractors, as though they were employees of Licensee.

Licensee shall promptly deny access to the Software to (a) any employee or contractor who is no longer employed by Licensee; or (b) any staff member would not normally require the use of the Software in the at-work environment.

1.2 PERMITTED CUSTOMIZATIONS. Questica also grants the Licensee a non-sublicensable, non-exclusive, non-transferable right to create, or to have created on its behalf, “Permitted Customizations” to the executable code components of the Software solely for internal use and only for use as part of and in conjunction with the related Software. “Permitted Customizations” is custom software or reports which are developed that access or interact with the Software or its associated database(s). The Licensee may only create Permitted Customizations that do not require the source code of the Software to create the Permitted Customizations.

Permitted Customizations Do Not Inhibit Questica’s Right to Innovate. Independently, Questica is continually innovating and improving the Software to meet the needs of its customers. The Licensee acknowledges that, while it has the ability to create its own Permitted Customizations, Questica must not be prevented from continuing to develop and enhance its software in any respect, even if such modifications may be similar to the Permitted Customizations in functionality, appearance or otherwise. Questica retains the right to (i) develop any modifications which may be similar to the Permitted Customizations; and (ii) integrate any or all of such modifications into its core product.

1.3 RESTRICTIONS ON USE. Except as set forth herein, Licensee shall (a) not copy the Software except to copy it onto the site computers being used by Licensee and to make copies of the Software solely for backup, training, disaster recovery or testing purposes; (b) not copy any of the Documentation for any use outside the site; (c) not assign this Agreement or transfer, lease, export or grant a sub-Licensee of the Work or the license contained herein to any Person or organization except as and when authorized to do so by Questica in writing; (d) not reverse engineer, decompile or disassemble the Software; (e) not use the Work except as authorized herein; (f) take such precautions with respect to the Software, as it would take to protect its own proprietary software or hardware or information. For the purposes of this Agreement, "Person" includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other judicial entity recognized by law.

2. OWNERSHIP AND COPYRIGHT. Questica is the owner of all intellectual property rights in the Work, related written materials, logos, names and other support materials provided pursuant to the terms of this Agreement. No title to the intellectual property in the Work or in any magnetic media or other physical media provided therewith is transferred to the Licensee by this Agreement.

Questica shall indemnify, defend, and hold harmless Licensee and its employees against any claim that the Work infringes a registered Canadian or United States' patent, copyright or trade-mark of any third party and Questica will pay resulting cost, damages and reasonable legal fees finally awarded, provided that i) Licensee promptly notifies Questica in writing of the claim; and ii) Questica has sole control of the defense and all related settlement negotiations.

If such claim has occurred or in Questica's opinion is likely to occur, Licensee agrees to permit Questica at its option and expense, either to procure for Licensee the right to continue using the Work or to replace or modify the same so that it becomes non-infringing without loss of functionality.

Questica shall have no obligation to defend Licensee or to pay costs, damages or legal fees for any claim based upon use of other than a current unaltered release of the Work, if such infringement would have been avoided by the use of a current unaltered release thereof.

The foregoing states the entire obligations of Questica with respect to infringement or proprietary or intellectual rights of third parties.

3. LIMITED WARRANTY. Questica warrants that so long as Product Maintenance and Support services are provided by Questica that the Software, when properly installed, will perform substantially in accordance with the Documentation provided in connection therewith. If the Software does not so perform during such period, Questica will correct, at no cost to Licensee, programming errors in the Software to make the Software so perform provided that i) the Software has been properly used by the Licensee in accordance with Documentation provided in connection therewith; ii) Licensee notifies Questica of the programming errors and describes the nature of the suspected errors and of the circumstances in which they occur; iii) Questica, using reasonable efforts, is able to confirm the existence of the programming errors; and iv) Licensee or any third party has not changed or modified the Software.

Licensee agrees that Questica shall not be liable to the Licensee or any other person, regardless of the cause, for the effectiveness or accuracy of the Software, the Documentation or any other related materials, or for any other special, indirect, incidental or consequential damages arising from or occasioned by the use of the Software, the Documentation or the related materials, or the failure or omission on the part of Questica to comply with its obligations under this Agreement.

The Licensee hereby agrees that Questica's maximum liability for any claim arising in connection with the Work or otherwise under this Agreement (whether in contract, tort, including negligence, product liability or otherwise) shall not exceed the total License Fee paid by the Licensee, except such limitation shall not apply (i) in the case of bodily injury or property damage, including lost or misused data, for which defense and indemnity coverage is provided by Questica's insurance carrier(s), the coverage limits of such insurance as set forth above will apply, or (ii) for violations of a third party's intellectual property rights.

THE ABOVE EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS (EXPRESS AND IMPLIED) AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES OR CONDITIONS EXPRESS OR IMPLIED ARE GIVEN.

4. LIMITATIONS OF REMEDIES AND DAMAGES. Subject to Section 16 hereof, Questica's entire liability and the Licensee's exclusive remedy under this Agreement shall be i) if Questica is in breach of the Limited Warranty, to require Questica to replace any defective media or to correct any defects and make any modifications which are necessary to cause the Software to conform in all material respects to the Documentation; or ii) the termination of this Agreement.

In the event of any such termination, Questica shall not be liable in the aggregate for any damages which exceed twice the amount paid hereunder by the Licensee to Questica as Software License Fees. In no event shall Questica be liable for indirect, special, incidental, or consequential damages, even if advised of the possibility of such damages.

5. DISPUTE RESOLUTION. In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within ten (10) Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" shall mean a day other than a Saturday, Sunday, or statutory holiday in Ontario or the State of Missouri.

Escalation Level	Questica Management Level	Licensee Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Manager	Chief Technology Officer	10 Business Days
Third Level	President	City manager/Assistant City Manager	10 Business Days

(In the event of any action or proceeding brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

6. IRREPARABLE HARM. Licensee acknowledges and agrees with Questica that the breach by it of any of the provisions of Sections 1- 4, 9 or 10 of this Agreement would cause serious harm to Questica which could not adequately be compensated for in damages and in the event of a breach by Licensee of any of such provisions, Licensee understands that an injunction may be issued against it restraining it from any further breach of such provisions, but such actions shall not be construed so as to be in derogation of any other remedy which Questica may have in the event of such breach.

7. TERMS OF SERVICE. Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

8. FEES. Licensee agrees to pay the fees as set out in Appendix A.

9. PRODUCT MAINTENANCE AND SUPPORT. For the first year of this Agreement, upon paying the Licensee Fee and for each year thereafter, provided that Licensee continues to pay the Product Maintenance and Support Fees in accordance with the fees set out in Appendix A, Questica shall provide the Maintenance and Technical Support Services (the "**Services**") for the software as outlined in Appendix B, if the Licensee is not otherwise in material breach of the provisions of this Agreement. If payment of the annual fee is not received by Questica before the first business day of the next additional year, Questica's obligation to provide the Services shall be terminated. Except as otherwise indicated in Appendix A, Questica may, in its sole discretion, increase the Annual Product Maintenance or Support Fees upon 30 days prior written notice. It may elect not to increase these fees in any year, however no such waiver shall preclude Questica from applying the escalation to any subsequent year or part of a year, and from making the subsequent application as if all subsequent escalation had been duly made over the period since the last increase.

10. IMPLEMENTATION SERVICES. Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Licensee expires the earlier of:

- 1) completion of the services described in the SOW
- 2) 12 months from the effective date of this Agreement.

11. ACCPETANCE OF CUSTOM WORK. Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Licensee shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Licensee's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Licensee finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Licensee has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

12. PAYMENT. Payment is required in the currency of the United States. Terms are Net-30 days from the later of a) the date of receipt of invoice, or b) the invoice date. Only activities approved in an approved Scope of Work shall be invoiced. A mutually determined change control mechanism will be used to accommodate modifications to the Scope of Work.

13. TRAVEL COSTS. Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized by Licensee in writing prior to such travel, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost. Licensee is not responsible for any travel costs incurred by Questica prior to the required written authorization by Licensee.

14. CONFIDENTIAL INFORMATION. Each of the Parties shall use reasonable efforts (and, in any event, efforts that are no less than those used to protect its own confidential information) to protect from disclosure the confidential information only to its employees or agents who require access to it for the purpose of this Agreement or as otherwise provided in this Agreement. For the purposes of this Section, "confidential information" means all data information which when it is disclosed by a Party is designated as confidential and shall include the Work and any other proprietary and trade secrets of Questica to which access is obtained or granted hereunder to Licensee; provided, however that confidential information shall not include any data or information which (a) is or becomes publicly available through no fault of the other Party, (b) is already in the possession of the Party prior to its receipt from the other Party, (c) is independently developed by the other Party, (d) is rightfully obtained by the other Party from a third party, (e) is disclosed with the written consent of the Party whose information it is, or (f) is disclosed pursuant to court order, or other legal compulsion. Nothing in this Agreement shall prohibit or limit Licensee's ability to comply with the Missouri public records laws.

15. NONDISCLOSURE OF AGREEMENT. Neither Party shall disclose the terms of this Agreement except as required by law or governmental regulation, without the other party's prior written consent, except that either Party may disclose the terms of this Agreement on a confidential basis to accountants, legal counsel, and financial advisors and lenders.

16. TERMINATION. This Agreement is effective as of the Effective Date and shall continue unless and until this Agreement is terminated as described herein. Licensee may terminate this Agreement if Questica is declared insolvent, has assigned this Agreement in violation of the terms and conditions herein, or has made an assignment for the benefit of creditors.

After a one year period from the Effective Date, the Licensee may terminate this Agreement at any time for any reason, or no reason, providing their financial obligations to Questica as detailed in Appendix A have been satisfied and paid in full. If the Agreement is terminated in this manner, no refund will be provided for any maintenance or support services paid in advance.

In the event that Licensee shall be in breach of any provisions of the Dispute Resolution / Arbitration Section outlined in this Agreement, Questica may provide notice of such breach to Licensee, who shall have thirty (30) days from the date of such notice to cure or rectify the said breach. Should Licensee fail to cure or rectify the said breach in the said thirty (30) days, Questica may terminate this Agreement. Such termination by Questica shall be in addition to and without prejudice to such rights and remedies as may be available to Questica including injunction and other equitable remedies.

The provisions of Sections 1-3, 5, 14-18, 23, 24 and 26 herein shall survive the termination of this Agreement.

17. TRANSITION ASSISTANCE. In the event that Licensee has entered into or enters into agreements with other contractors or government institutions for additional work related to the capital or operating Budgeting process, Questica agrees to reasonably cooperate with such other parties. Questica shall not commit any act which will unnecessarily interfere with the work performed by any such third parties.

In the event of termination of this Agreement, Questica agrees that it shall provide reasonable assistance to, and shall not hinder a complete transition of the software functionality being terminated from Questica and its subcontractors to the Licensee, or to any replacement provider designated by the Licensee, without any material interruption of or material adverse impact on the services provided hereunder or any other services provided by third parties. Any additional services requested by Licensee during the transition assistance period shall be provided by Questica at Questica's then-standard rates.

18. NOTICE. Any notice or other communication required or permitted to be given hereunder or for the purposes hereof to any party shall be in writing and shall be sufficiently given if delivered personally to such party, or if sent by prepaid registered mail or if transmitted by facsimile transmissions to such Parties as detailed in the attached Quotation or at such other address or facsimile number as the Party to whom such notice is to be given shall have last notified (in the manner provided herein) the Party giving such notice. Any notice delivered to the Party to whom it is addressed as provided herein shall be deemed to have been given and received on the day it is delivered at such address, provided that if such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice mailed to a Party shall be deemed to have been given and received on the fifth Business Day next following the date of its mailing provided that no postal strike is then in effect or comes into effect within four (4) Business Days after such mailing. Any notice transmitted by facsimile shall be deemed given and received on the day of its transmission if such day is a Business Day and if not, then on the next day that is a Business Day.

19. FORCE MAJEURE. Except as expressly provided otherwise in this agreement, dates and times by which any Party is required to render performance under this Agreement or any schedule hereto shall be postponed automatically to the extent and for the period that such Party is prevented from meeting them by reason of any cause beyond its reasonable control (other than lack of funds), provided that the Party prevented from rendering performance notifies the other Party immediately and in detail of the commencement and nature of such cause and the probable consequences thereof, and provided further that such Party

uses its reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

20. MEDIA RELEASES. Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, Questica may use the Licensee's name and identify the Licensee as a Questica client in advertising, marketing materials, press releases and similar materials.

21. USE OF SUBCONTRACTORS. All persons assigned by Questica to perform obligations under this Agreement shall be employees or authorized subcontractors of Questica and shall be fully qualified to work under this Agreement. Questica shall use commercially reasonable efforts to make available an adequate number of appropriately qualified personnel are employed and available to satisfy its obligations as outlined in this Agreement.

22. EXPORT CONTROL. The Software is intended for distribution only in the United States and Canada. Licensee agrees that it will not directly or indirectly, export or re-export the Software (or portions thereof) to any country, person, entity or end user subject to U.S. or Canadian export restrictions.

23. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by the laws of the State of Missouri and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 5 above, the parties attorn to the exclusive jurisdiction of the courts of Jackson County, Missouri in respect this Agreement.

24. MISCELLANEOUS. This Agreement, including all Schedules and Exhibits attached hereto, RFP 2019-020, including all of its Exhibits, and the RFP Contract, including all of its Exhibits, is the entire agreement between Licensee and Questica pertaining to Licensee's right to use the Work and supersedes all prior or collateral oral or written representations or agreement related thereto. Except as otherwise provided herein, no term or provisions hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

25. COOPERATIVE STATEMENT. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided Questica also agrees to do so.

26. HEADINGS; SEVERABILITY. The headings and other captions in this Agreement are for convenience and reference only and are not to be construed in any way as additions or limitations of the covenants and agreements contained in this Agreement. In the event that any provision hereof is found invalid or enforceable pursuant to judicial decree or decision, any such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

City of Lee's Summit

Per _____
Stephen A. Arbo, City Manager

Date _____
I have authority to bind the organization

QUESTICA LTD.

Per Allan Booth
Allan Booth, Director – Sales Operations

Date 7-March-2019
I have authority to bind the organization

APPENDIX A – Fees

Description	Qty	Total
Questica Budget Framework <i>Includes 1 Seat (Operating, Salaries, & Capital)</i>	1	
Additional Operating License Seats	40	
Additional Salaries License Seats	5	
Additional Capital License Seats	14	
Unlimited Read Only	Included	
Opt. Feature: Allocations	Included	
Opt. Feature: Statistical Ledger	Included	
Opt. Feature: Performance	Not Included	
Opt. Feature: Staff Planning	Not Included	
Opt. Feature: Financial Statements	Not Included	
<i>* Read only applies to Operating, Salaries, and Capital modules only</i>		
Total Software:		\$ 69,350
Total Annual Maintenance and Support:		\$ 17,338
Professional Services (Per Statement of Work)		
Design, Analysis & Configuration	Included	
Project Management	Included	
Training	Included	
Integrations	Included	
Customizations	Not Included	
Custom Reports	Not Included	
IT Services	Included	
Total Professional Services:		\$ 73,710
Travel expenses, if applicable	Included - see notes	
Total Travel Expenses:		\$ -
Discount, including year 1 maintenance		-\$ 24,278
Grand Total Year 1		\$ 136,120

Pricing Notes: City of Lee's Summit, February 26th 2019

- Above pricing in US Dollars
- Applicable Taxes Extra
- Terms of Payment:
 - Software:
 - 100% upon Contract Effective Date (Net 30)
 - Additional licenses per module can be purchased at \$600 each
 - Annual Maintenance & Support:
 - Year 2 due 365 days from Contract Effective Date and annually thereafter
 - 3% increase to be applied annually beginning in year 5
 - Professional Services:
 - 25% due the earlier of software installation or 60 days from Contract Effective Date
 - 25% due the earlier of historical Operating budget available for validation or 90 days from Contract Effective Date
 - 25% due the earlier of Operating actuals import integration configuration created & tested or 120 days from Contract Effective Date
 - 25% due the earlier of completion of training or 180 days from Contract Effective Date
 -
- Additional Professional Services billed at \$210/hour

APPENDIX B – Maintenance and Technical Support Services

(A) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Licensees generally ("**Updates**") but excluding any New Product (a "**New Product**" being a solution which, in Questica's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
- II. New applications
- III. Services associated with the application or installation of Updates

Installation of Updates is the responsibility of the Licensee. If requested, Questica will provide assistance in the installation of Updates at its then current rates, including the testing of any site specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

(B) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Licensee. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

- I. Custom programming services;
- II. On-site support;
- III. Software installation or re-installation;
- IV. Update Installation, or data and report updates required to support Updates;
- V. Licensee developed interfaces, API interactions, or customizations;
- VI. Licensee developed reports;
- VII. End-User training or re-training;
- VIII. Licensee hardware issues;
- IX. Correction of data issues derived from user error or Software misuse;
- X. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
- XI. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and
- XII. Changes to integration functionality made necessary due to Licensee server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Licensee is responsible for all hardware, operating systems, network setup, network maintenance and setup, SSRS maintenance, SQL-Server database maintenance, IIS maintenance and setup, backup strategy, disaster recovery strategy and the use of any file access control systems required in the support of the Software. Licensee may be required to grant Questica certain limited access rights to Licensee's computer systems in order to render Technical Support Services.

Licensee is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

Scope of Work

Questica Budget Implementation

for

City of Lee's Summit

1. Revision History

Rev.	Date	Authors	Notes/Changes
1			

2. Scope of Work

In the Scope of Work tables, entries in the column headed “Scope of Work” are defined as follows:

Entry	Meaning
In scope	The task or function is within the scope of work to be undertaken by Questica professional services.
Customer task	The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by The Customer, with such help from Questica as is detailed in the item description.
Not in scope	The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by The Customer.

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility and that neither party is in total command of all the resources necessary to achieve objectives within mutually agreed timeframes. However, both Questica and The Customer agree that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so. The fixed price cost includes overhead of project management and analysis by Questica until the implementation services are delivered or 20 weeks contiguous from project kick-off, whichever occurs first. Where delays are solely attributable to The Customer, additional project management and consulting beyond this 20 week limit may be billable at Questica’s standard services rate. Should The Customer put the project on hold or cause work to be repeated or the project to be restarted, then a project change order will be required to cover restart, rework, rescheduling and retraining.

Initial Data Load

“Data import”, “import workbooks”, “import configuration”, and “initial data load” are synonymous terms referring to the initial migration of data from The Customer's existing systems into Questica. Where this initial data load is to be performed by Questica, the data shall be returned to Questica in Excel workbooks. Questica's Project Manager will provide blank workbooks as an output of the initial discovery meetings. They will be adapted from standard templates to use The Customer's terminology and to incorporate all elements of The Customer's chart of accounts, other data entities, and columns within those data entities.”

The Questica Budget system is a relational database built on a standard data model. Using the system's user interface, this data model may be enhanced to mirror The Customer's data structures, notably the chart of accounts that is unique to The Customer's institution. While all of the standard tables ('entities') must be retained, the following points are held to be true: - Any of the standard entities may be renamed to match The Customer's terminology; - Out-of-the-box entities may be ignored, or in some cases filled with place-holder data, if not useful; - There is a defined, immutable, relationship between certain entities - for example Costing Centers (Operating) and Projects (Capital) roll up to a single Department, each in turn rolling up to a single Division; - The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Salaries, Capital and Performance); - GL Account Categories must be categorized as containing either a revenue or expenditure accounts (accommodation is made for other account types in the Financial Statements module); - Questica Budget enacts data integrity through the use of relational data structures. Data structures which do not follow accepted data principles (for example, re-using GL Accounts/Object Codes to mean different things to different Departments) can typically be accommodated but is not guaranteed and such accommodation can extend the import timeframe; - Reports provided out-of-the-box ('stock'/'canned' reports) show information stored in these standard entities; - A list of the standard entities and their relationship is available upon request.

The Customer will resolve any inconsistencies in the structures prior to providing them to Questica for import to Questica Budget. Where import data meets these requirements, Questica will populate the Questica Budget database within 10 business days of receiving the import workbooks. Data returned to Questica which violates Questica Budget's data integrity rules will extend this timeframe.

Integrations

"Integration" as used in this Scope of Work refers to the copying of data to and from systems external to Questica Budget.

Questica shall be responsible for providing the software interface into Questica Budget (including data transformations as described by The Customer) and the operational infrastructure required to manage the integration.

The customer agrees to provide Questica with assistance in understanding the nature and location of the data to be integrated and, where required, create or cause to be created all necessary sources of data including database queries, delimited files, and/or web services.

Data elements being copied into Questica will be imported provided that the element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be thus matched. Integrations will not create accounts, or segments of the account, where no such account exists in Questica.

While it is likely that Questica can accommodate additional chart of account segments ("chart fields"), and will try to do so, the general ledger integrations are designed to be at the division, department, cost center/project, fund and GL object level. Unless explicitly stated in this Scope of Work, Questica is not obligated to support the integration of additional chart of account segments. Questica shall accommodate reasonable requests for mapping chart fields, to accommodate situations such as legacy account structures, however such mappings are not guaranteed, and complex and arbitrary mappings are not in-scope.

Unless specifically listed as a customization, Questica integrations do not include the synchronization of chart of account strings, segments, or combinations; which is to say that the list of funds, GL accounts, costing centers, and projects, etc. is not automatically updated from the general ledger or other external system.

Customizations

Customizations include custom business rules, modifiers, user interface (grids, forms, etc), non-standard integrations, hand-crafted reports, and ad hoc entities. They are all detailed in section "2.9. Customizations" of this Scope of Work document. Sections prior to "2.9. Customizations" detail the delivery of standard product functionality and services.

2.1. Questica Budget Configuration & Shared Components

Functional Area	Description	Scope of Work
Implementation Hosting	Questica will configure production and test versions of Questica Budget during the implementation period. One additional sandbox will also be created during the implementation period upon request. These will be hosted by Questica for a period not to exceed 3 months from the signing hereof.	In scope
Production Hosting	The Customer will provide a server operating environment as follows: • Microsoft® Windows Server®: supported versions - 2012R2, 2016 (Standard or Enterprise editions, 32 & 64 bit); • Microsoft Internet Information Server (IIS): component of installed Windows server; • Microsoft SQL Server® and SSRS (SQL Server Reporting Services): supported versions - 2014, 2016, or 2017 (Standard or Enterprise); • Microsoft .NET Runtime 4.6 installed; • Microsoft ASP.NET server extensions installed. To ensure the best experience of Questica Budget, the hosting web server must be permitted to issue outgoing HTTPS requests (port 443) to xxx.questica.com. This will allow for updated seat licenses and recommended application improvements covering functionality, performance, and security. The Customer will provide user workstation environments as follows: • A web browser: supported browsers - Internet Explorer 11 or newer, Microsoft Edge, Firefox latest release, Chrome latest release; • Microsoft .NET Runtime 4.6 installed; • Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required, and/or saving reports as Excel is required); • Microsoft Word® 2007 or newer (if scheduled reporting and/or saving reports as Word is required); • A ClickOnce browser extension (if self-serve report authoring is required from browsers other than Internet Explorer or Edge), or Microsoft's freely available desktop version of Report Builder installed. The Customer will provide a technical contact with full security access to the operating environment as well as the authority and proficiency to assist Questica in the configuration of Questica Budget and/or to provide Questica personnel with full VPN access and permissions for the operating environment. While Questica imposes no limit to the number of instances of Questica Budget installed, Questica's professional services team will install, or assist with the installation of, no more than 2 instances of the system on The Customer's servers.	Customer task
Questica Access To Production Server	Questica implementation & technical staff have full access to the production system for the purpose of system implementation.	In scope
Project Management	Questica will assign a project manager to lead this implementation on Questica's behalf. The role and responsibility of the project manager is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section "2.10.1. Questica Project Management Responsibilities" of this Scope of Work. The project manager will hold no more than 1 standing weekly status meeting, but is available via email and telephone for ad-hoc contact as needed.	In scope
On-Site PM Visits	Provision is made for an on-site visit by the Questica project lead(s). Meeting premises, facilities (including external internet access) and equipment are to be provided by The Customer. The on-site visit shall be a minimum of one day and no more than five consecutive business days within the same working week. All other work by the Questica lead(s) will be carried out off-site and contact will be via normal telecommunication channels.	In scope

Application Level Security	Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles. Questica will assist with this task until such time as administrators have received training in the security component of Questica Budget.	Customer task
Single Sign-On	Configure Questica Budget to use The Customer's existing Windows Authentication for user login.	In scope
Import Configuration ...		
Import Master Configuration Data	Configuration and data import of the following Questica standard data structures, using data supplied by The Customer in Excel® workbooks provided by Questica: • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts; • Statistical Account Categories and Statistical Accounts; • Measure Units.	In scope
Analytics ...		
Standard Reports	Provision of Questica Budget's standard reports. These reports are provided as-is and may not fully address The Customer's specific reporting requirements.	In scope
Administrator Authored Reporting	Questica's reporting infrastructure allows users to create ad hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting ; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad hoc view requires a base "entity" (database table), which can be one of Questica's native data entities; a user configured entity; or a custom built "report entity" which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on. Questica will be provisioned with a set of useful report entities and sample ad hoc views.	In scope

2.2. Operating Module

The Questica Budget Operating module is included in this installation.

Functional Area	Description	Scope of Work
Optional Features ...	<i>The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. An additional license cost is associated with each add-in.</i>	
Allocations Add-in	The Questica Budget Allocations add-in, to allocate specific budget lines to multiple costing centers. If the Capital module is active then budget lines can also be allocated to projects.	In scope
Statistical Ledger Add-in	The Questica Budget Statistical Leger add-in, to budget for non-general ledger and non-monetary values, rates and quantities within costing centers.	In scope
Staff Planning Add-in	The Questica Budget Staff Planning add-in, to create a staffing budget which accounts for non-productive time and full shift coverage, within costing Centers. This add-in requires the Salaries module as well as the Operating module.	Not in scope
Configuration ...		

Import Costing Centers	Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: <ul style="list-style-type: none"> • Create Costing Centers (for each historical and current/future budget year to be loaded); • Add Costing Centers to Departments consistent with, and shared by, the Capital budget module; • Associate Costing Centers with Funds; • Define Budget Promotion Stages. 	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future budget, with 5 years of future forecast data from data import workbooks: <ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts... at the Costing Center level. Questica will carry out a second import of the current/future budget if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live.	In scope
Import Historic Budgets	Import 2 prior years' Operating budgets from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope
Import Actuals Transactions	Import Operating actuals transactions from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature, or use the automated integration once that has been configured.	Customer task
Import Initial Statistical Budget	Import the current/future Operating budget from data import workbooks: <ul style="list-style-type: none"> • Create statistical budget lines items with Statistical Accounts ... at the Costing Center level. If not in scope then The Customer will add their budget data manually or using Questica Budget's spreadsheet import feature. 	Customer task
Import Historic Statistical Budgets	Import prior years' statistical budgets from data import workbooks. If not in scope then The Customer can add their historical data manually or using Questica Budget's spreadsheet import feature.	Customer task
Import Statistical Actuals Transactions	Import statistical actuals translations from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature.	Customer task
Import Initial Staff Plan	Import current staff plan as start point for next budget year from data import workbooks. If not in scope then The Customer can add their staff plans manually. Note that staff plans are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to load staff plans in bulk from Excel® workbooks.	Not in scope
Integration ...		

Budget Export	<p>Automated facility to transfer the Operating module budget data from Questica Budget to The Customer's Lawson general ledger at the approved budget object/costing center level on an annual or other basis when invoked by a user.</p> <p>Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems. In addition to the limitations noted in the general Integrations section of this Scope of Work; and notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points:</p> <ul style="list-style-type: none"> • Questica will create no more than 1 custom export configuration of the approved budget; • No custom user interface will be created for the selective export of sections of the budget; • Exports the entire budget (does not support the export of changes since the last export, such as amendments, which is a separate integration, see "Amended Budget Export" below). 	In scope
Amended Budget Export	<p>Automated facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to The Customer's Lawson general ledger, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the Lawson general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p>	Not in scope
Actuals Import	<p>Automated facility to transfer actual data from The Customer's Lawson general ledger to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p> <p>Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.</p> <p>Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points:</p> <ul style="list-style-type: none"> • Questica will create no more than 1 import configuration of the actual costs transactions; • A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; • Imports only actuals transactions, which is to say that it cannot be used to amend the budget. 	In scope

2.3. Salaries Module

The Questica Budget Salaries module is included in this installation.

Functional Area	Description	Scope of Work
Initial Data Load ...	<p>Configuration and data import of standard Questica Salaries data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> • Create positions; • Create salary grades; • Create salary grade steps; • Create modifiers (benefits); • Create employees; • Allocate employees to positions; • Allocate positions to costing centers. <p>For the purpose of the above, the definitions of positions, Salary grades, Salary grade steps, employees and modifiers shall be those found in the Questica Budget Salaries manual. The relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Operating Manual.</p> <p>Questica will carry out a second import of the Salaries module data if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live with the Salaries module.</p>	
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope
Create Benefits (Modifiers)	Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, and insurance. If not in scope then The Customer can enter modifiers manually. Note that modifiers are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.	Customer task
Import Position/Costing Center Allocations	Import from data import workbooks.	In scope
Integration ...		
Payroll Actuals Import	Automated facility to transfer actual payroll transactions at the employee/position detail level from The Customer’s payroll system to the Questica Budget Operating module; automatically scheduled, and/or on demand.	Not in scope

HR Data Sync.	<p>Automated facility to synchronize Salaries data between Questica Budget and The Customer's Lawson HR system. Questica shall be responsible for providing the software interface into Questica Budget and the operational infrastructure required to manage the integration. The Customer shall be responsible for making available the data to be exported from the Lawson system, either in CSV formatted files or by ensuring that the standard Lawson to Questica Budget integration component is available for extracting data from and updating data within that system. This will be through the export and import of structured files or by providing database interfaces (stored procedures and queries). This integration synchronizes:</p> <ul style="list-style-type: none"> • New, deleted and updated employees; • New, deleted and updated positions; • Changes in employee-position relationships; • Changes in position-costing center relationships. <p>The integration of profiles (bargaining units), grades, steps, pay scales and benefits shall not be included unless expressly referred to in the "Customizations" section of this Scope of Work. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, the integration of custom chart field items is not included unless expressly set out in the "Customizations" section of this Scope of Work.</p>	In scope
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2.4. Capital Module

The Questica Budget Capital module is included in this installation.

Functional Area	Description	Scope of Work
Configuration ...		
Import Projects	<p>Configuration and data import of standard Questica Capital data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> • Create Projects (including closed projects where historical budget is to be loaded); • Add Projects to Departments consistent with, and shared by, the Operating budget module; • Define Project Promotion Stages. <p>The configuration data may optionally contain data necessary to:</p> <ul style="list-style-type: none"> • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics. 	In scope
Initial Data Load ...		
Import Initial Budget	<p>Import the current/future Capital budget, with 5 years of future forecast data from data import workbooks:</p> <ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts and Funds... at the Project level. <p>Questica will carry out a second import of the current/future budget if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live.</p>	In scope

Import Historic Budgets	Import 5 prior years' Capital budgets from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope
Import Actuals Transactions	Import 5 years of Capital actuals transactions from data import workbooks. Questica will carry out a second import of the current/future actuals if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live.	In scope
Integration ...		
Budget Export	<p>Automated facility to transfer the Capital module budget data from Questica Budget to The Customer's Lawson general ledger or project ledger the approved budget object/costing Summarized level on an annual or other basis when invoked by a user.</p> <p>Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems. In addition to the limitations noted in the general Integrations section of this Scope of Work; and notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points:</p> <ul style="list-style-type: none"> • Questica will create no more than 1 custom export configuration of the approved budget; • No custom user interface will be created for the selective export of sections of the budget; • Exports the entire budget (does not support the export of changes since the last export, such as amendments, which is a separate integration, see "Amended Budget Export" below). 	In scope
Amended Budget Export	Automated facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer's Lawson general ledger (or project ledger), or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the Lawson target system cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	Not in scope

Actuals Import	Automated facility to transfer actual data from The Customer's Lawson general ledger or project ledger to the Questica Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure. Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 import configuration of the actual costs transactions; • A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; • Imports only actuals transactions, which is to say that it cannot be used to amend the budget.	In scope
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2.5. Financial Statements

The Questica Budget Financial Statements optional feature is not included in this implementation.

Functional Area	Description	Scope of Work
Configuration ...		
Balance Accounts & Cash Flow Lines	Configuration and data import of standard Questica financial statement data structures, using data supplied by The Customer in Excel® workbooks provided by Questica: <ul style="list-style-type: none"> • Balance Sheet Categories and Accounts; • Balance Sheet Actual Costs Types; • Cash Flow Categories; • Lines of Cash Flow Reporting. If not in scope then The Customer can add their budget data manually or using Questica Budget's spreadsheet import feature.	Not in scope
Import Data ...	<i>Initial Financial Statements data imported into Questica Budget from Excel® files ("workbooks")</i>	
Import Balance Forecasts	Import 2 prior years' balance sheet forecasts from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. If not in scope then The Customer can add their balance sheet forecasts data manually or using Questica Budget's spreadsheet import feature.	Not in scope
Import Balance Actuals	Import balance sheet actuals transactions from data import workbooks. If not in scope then The Customer can add their data manually, or using Questica Budget's spreadsheet import feature.	Not in scope
Integration ...		
Balance Actuals Import	Automated facility to transfer actual data from The Customer's general ledger to the Questica Budget financial statements at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.6. Performance Measures

The Questica Budget Performance Measures module is not included in this implementation.

Functional Area	Description	Scope of Work
Configuration ...		
Measure Categories and Units	Configuration of Performance Measures Categories and Units, establishing those lookup values within the system. If not in scope then The Customer will leverage Questica provided training to determine how to configure these.	Not in scope
Import Data ...	<i>Initial Performance Measures imported into Questica Budget from Excel® files (“workbooks”)</i>	
Measures	If not in scope then The Customer will leverage Questica provided training to determine how to enter Performance Measures into the system. Note that Measures are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to create Measures in bulk from Excel® workbooks."	Not in scope
Scorecards	If not in scope then The Customer will leverage Questica provided training to determine how to configure Performance Measure Scorecards within the system.	Not in scope
Integration ...	<i>If automated import of Measure Actuals is required then a custom interface can be specified in the “Customizations” section of this Scope of Work.</i>	

2.7. OpenBook

Questica's “OpenBook” cloud service for data transparency.

Functional Area	Description	Scope of Work
Configuration ...		
System Administration	General configuration of OpenBook to set the look-and-feel, captions, and add users. As a customer task, The Customer will leverage Questica's training material to understand the administration options.	Customer task
Configuration of Visualizations	The Customer is able to add multiple “visualizations” of their data to their OpenBook site. Each dataset is displayed according to a template selected from a library of visualization styles. As a customer task, The Customer will leverage Questica's training material to understand the administration options.	Customer task
Configuration of Questica Budget	Questica will, with the help of The Customer, configure up to 3 ad hoc views as a convenient source of source of OpenBook data. The Customer is able to configure as many additional ad hoc views as required.	In scope
Integration ...		
Import from Questica Budget	Connection of OpenBook to Questica Budget, through a shared API key, and the publication of ad hoc views for seamless import of data into OpenBook from Questica Budget. The Customer can leverage Questica's training material to learn how to connect Questica Budget to OpenBook.	Customer task
Import from CSV Files	Population of datasets through the import of .CSV files. The Customer can leverage Questica's training material to learn how load and configure datasets from CSV files.	Customer task

2.8. Training

Functional Area	Description	Scope of Work
<p>Questica maintains a substantial set of training courseware online in the Questica Academy. All relevant material on the Academy is available to all users during and after the implementation. Questica's standard training model is to train the trainers and/or advanced users within the Customer's organization in all aspects of the application related to the system delivered. Training is a blend of online courseware and "live" training, either in a classroom or via a web conference. In the case of video training the project manager will field any outstanding questions. Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course. Questica's project manager will help determine at which point in the implementation the delivery of training is most appropriate. The Customer may prefer to receive some or all of their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively the Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Questica. Having received train-the-trainer training, the Customer is responsible for training the "end users", except where explicitly included in scope (below). Note that Questica offers, as a service, the creation of online courseware for end users that is tailored to the Customer's system and processes. The following sections detail the proposed training. The project manager and the Customer will determine the final training plan and topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed the proposed plan.</p>		
Training: Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos. This will be delivered in one training session.	In scope
Training: Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommend that users make use of the many online resources to gain expertise in this tool. This will be delivered in one training session.	In scope
Train-the-Trainer: Operating	"Train the trainer" training in the use of Questica Budget's Operating module. This will be delivered in one training session.	In scope
Train-the-User: Operating	"Train the user" training in the use of Questica Budget's Operating module.	Customer task
Train-the-Trainer: Staff Planning	"Train the trainer" training in the use of Questica Budget's Staff Planning feature.	Not in scope
Train-the-User: Staff Planning	"Train the user" training in the use of Questica Budget's Staff Planning feature.	Not in scope
Train-the-Trainer: Salaries	"Train the trainer" training in the use of Questica Budget's Salaries module. This will be delivered in one training session.	In scope
Train-the-User: Salaries	"Train the user" training in the use of Questica Budget's Salaries module.	Customer task
Train-the-Trainer: Capital	"Train the trainer" training in the use of Questica Budget's Capital module. This will be delivered in one training session.	In scope
Train-the-User: Capital	"Train the user" training in the use of Questica Budget's Capital module.	Customer task
Train-the-Trainer: Financial Statements	"Train the trainer" training in Questica Budget's Financial Statements feature is delivered via a pre-recorded training video.	Not in scope

Train-the-Trainer: Performance Measures	"Train the trainer" training in the use of Questica Budget's Performance module is via pre-recorded training video.	Not in scope
Train-the-User: Performance Measures	"Train the user" training in the use of Questica Budget's Performance module.	Not in scope
On Site ...		
On-Site Training Visits	On-site training will be provided by a Questica trainer, using Customer provided facilities and equipment at premises provided by The Customer. The on-site training shall be a minimum of one day and no more than five consecutive business days within the same working week. Any other training provided by Questica will be delivered using web conferencing tools. In this case attendees are able to participate in the training from multiple locations, using their own computer or a shared system (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities.	In scope

2.9. Customizations

2.9.1. Custom Business Rules (CBRs), Modifiers, User Interface

This Scope of Work does not include the development of customizations.

Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.2. Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

This Scope of Work does not include the development of custom reports or ad hoc entities.

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.3. Specifications

Before Questica undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Questica shall prepare and sign-off on the detailed specifications ("Specifications") for the work to be performed.

2.9.4. Change Orders

Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work.

2.9.5. Warranty

Once completed the custom work shall be warranted by Questica in accordance with the "Technical Support Services" section of the Questica Software License Agreement.

2.10. Project Management

2.10.1. Questica Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. The timely delivery of items identified as “In scope” within this SoW.
3. Ensuring that members of The Customer staff are sufficiently educated in the Questica Budget application to understand the implications of initial design decisions.
4. Providing The Customer with timely and detailed descriptions of the items identified as “Customer task” within this SoW.
5. Advising The Customer of expected completion dates for items identified as “Customer task” within this SoW.
6. Advising The Customer of the impact on the expected delivery dates of “Customer task” items when prerequisite customer tasks, such as the completion of data import templates or approval of report specifications, are advanced or delayed.
7. Monitoring the progress of the project and advising The Customer of risks to its on-time completion.
8. Coordinating the completion and approval of change orders.

2.10.2. The Customer Project Management Responsibilities

1. The timely delivery of items identified as “Customer task” within this SoW.
2. Advising The Customer of expected delivery dates for items identified as “Customer task” within this SoW.
3. Ensuring that change orders contain a full specification of the changes required.
4. Ensuring that customizations are fully specified and documented.
5. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.

2.10.3. Project Planning

1. The project plan will be prepared by the Questica project manager in consultation with The Customer’s project manager and team members.
2. The project planning phase will determine whether Questica Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
3. The implementation of each Questica Budget module will involve the following stages:
 - a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.
 - b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of The Customer.
 - c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.
 - d. Documentation of the agreed configuration and customizations.
 - e. The preparation of data import templates consistent with the agreed configuration and customizations.
 - f. The completion by The Customer of the data import templates.
 - g. The import by Questica of the data import templates.
 - h. Customer approval of the imported Questica Budget structures and data.
 - i. The creation by The Customer of a technical environment in which Questica Budget can operate.
 - j. The deployment of the Questica Budget application and database on The Customer servers.
 - k. The creation of custom ad hoc models to support the reporting of custom fields.
 - l. Training in the use of ad hoc modeling for 2
 - m. Determination of custom reporting requirements that cannot be met by the standard reports and the use of Report Builder 3.0.
 - n. The preparation of change orders and specification for any custom reports not detailed in this Scope of Work.

- o. The development by Questica of any required custom reports detailed in this Scope of Work.
- p. The testing and acceptances of custom reports and report views.
- q. The deployment of custom reports and report views.
- r. The development of an integration strategy for updating the Questica Budget database with actual result data from the financial system and the passing of budget data into the financial system.
- s. The development by The Customer of the integration components (queries, intermediate tables, file output/input etc.) which are required to access actual data from the financial system/HR System and update the financial system with budget data.
- t. The development by Questica of:
 - i. integration components which transform budget data prior to updating the financial system;
 - ii. integration components which transform actual result data prior to updating the Questica Budget database;
 - iii. integration components required to initiate the execution of integrations.
- u. The deployment of all integration components.
- v. The testing and acceptance by The Customer of the integration components.

2.11. Customer Resources

- 1. The requirement for Customer resources is variable with:
 - a. The duration of the project.
 - b. The degree of internal Customer consultation.
 - c. The level of internal Customer agreement.
 - d. The number of customizations.
 - e. The familiarity of Customer staff with the SQL Server environment.

APPENDIX D – Contract Exceptions

This Appendix D is reserved for agreed upon changes or exceptions to the License and Service Agreement. Changes in this Appendix D supersede and replace the identified language or section from the License and Service Agreement.

END OF LICENSE AND SERVICE AGREEMENT DOCUMENT

Packet Information

File #: TMP-1159, **Version:** 1

An Ordinance Approving a one-year extension of Contract 2014-077/4R for Auditing Services with Rubin Brown LLP for an Annual Fee of \$84,180 and authorizing the City Manager to execute the same by and on behalf of the City.

Key Issues:

The City entered into a contract with Rubin Brown LLP for annual auditing services on May 1, 2014. The agreement was for a one year term with four one-year renewals. The final renewal will expire on April 30, 2019.

The City is initiating a bid of banking services and intends to conduct an extensive review of our banking service needs prior to the expiration of the current contract July 1, 2019. Because of the potential for changes in the banking services contract and the impact on staff, staff is recommending that the audit contract be extended for one additional one-year term in order to avoid the potential for significant contract changes in both contracts during the same fiscal year. Therefore, the City desires to extend the auditing services contract with Rubin Brown LLP for one additional one-year term to expire on April 30, 2020.

The original auditing services contract for Fiscal Year 2014 was for an annual fee of \$74,795. In each of the four succeeding renewal periods, the annual fee was increased by 3% with the final annual fee for Fiscal Year 2019 at \$84,180. Rubin Brown LLP has agreed to provide services for the additional one-year term for the same fee of \$84,180. No other terms of the original contract are changing.

Proposed Committee Motion:

I move to recommend to City Council approval of an ordinance approving a one-year extension of Contract 2014-077/4R for auditing services with Rubin Brown LLP for an annual fee of \$84,180 and authorizing the City Manager to execute the same by and on behalf of the City.

Impact/Analysis:

Annually required auditing services would be provided at the same rate for Fiscal Year 2020 as applied for Fiscal Year 2019.

Bette Wordelman, Finance Director

AN ORDINANCE APPROVING A ONE-YEAR EXTENSION OF CONTRACT 2014-077/4R FOR AUDITING SERVICES WITH RUBIN BROWN LLP FOR AN ANNUAL FEE OF \$84,180 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City requires the services of a professional audit firm to conduct the required annual audit; and,

WHEREAS, the City has an existing contract for auditing services with Rubin Brown LLP; and,

WHEREAS, the City desires to plan for orderly transitional changes that may occur in both auditing and banking services agreements; and,

WHEREAS, the City desires to extend the existing auditing services contract for one additional one-year period to enable orderly planning for potential changes in services;

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the one-year extension of Contract 2014-077/4R for an additional one-year term for auditing services to Rubin Brown LLP for the amount of \$84,180.

SECTION 2. That the City Council of the City of Lee's Summit hereby authorizes the execution of such renewal agreement by the City Manager with Rubin Brown LLP pursuant to the renewal amendment attached as Exhibit A and original agreement attached as Exhibit B, and with both Exhibits A and B incorporated by reference as if fully set forth herein.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2019.

SIGNATURE PAGE TO FOLLOW



LEE'S SUMMIT MISSOURI

March 6, 2019

Kaleb Lilly
RubinBrown
One Kansas City Place
1200 Main Street, Suite 1000
Kansas City, MO 64105

Re: **Extension request for Agreement # 2014-077/4R
Agreement for Auditing Services**

Dear Mr. Lilly:

Per our email conversation on February 14, 2019, you stated that Rubin Brown would be willing to extend Agreement 2014-077/4R at the same fee schedule rate through April 30, 2020.

Your signature below will constitute extending Agreement 2014-077/4R at the same fee schedule rate through April 30, 2020.

Please sign and return this letter. If you have any questions/comments, please feel free to contact me at (816) 969-1087.

Stephen A. Arbo, City Manager

Date

ATTESTED:

Office of the City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Rubin Brown LLP

Company Name

[Signature]

Company Authorized Signature

Partner

Title

3/6/19

Date

Kaleb Lilly

Type or Print the Name of Authorized Person



LEE'S SUMMIT MISSOURI

INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: February 5, 2018

TO: Key Purchasing Personnel

FROM: Purchasing Division

RE: Auditing Services
RFP 2014-077/4R

Vendor	RubinBrown One Kansas City Place 1200 Main Street, Suite 1000 Kansas City, MO 64105
Phone & Fax	913.499.4417 913.491.6821 (fax)
Contact Person	Kaleb Lilly
Ordering Instructions	<ul style="list-style-type: none">○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued.○ Requisition must include each item as a separate line item.○ Invoices will be paid against Lawson System Receiver and Purchase Order.
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	May 1, 2018 through April 30, 2019

cc: Bid File- Original memo
Intranet



LEE'S SUMMIT MISSOURI

NOTICE TO PROCEED - RENEWAL

February 5, 2018

Mr. Kaleb Lilly

RubinBrown
One Kansas City Place
1200 Main Street, Suite 1000
Kansas City, MO 64105

RE: Award of Service Agreement for Auditing Services
RFP #2014-077/4R

Dear Mr. Lilly:

I am pleased to inform you the above referenced contract has been renewed with your company. The contract period will be May 1, 2018 through April 30, 2019. A copy of the contract documents is enclosed.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@cityofls.net, via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,

A handwritten signature in black ink, appearing to read 'DeeDee Tschirhart', written over a horizontal line.

DeeDee Tschirhart, CPPB
Senior Procurement Officer

cc: Bid file
Accounts Payable

This RENEWAL Agreement, made and entered into this 30th day of January, 2018, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by (hereinafter "City"), and RubinBrown, a company in the State of Missouri, hereafter referred to as "Service Provider." Witnesseth, that:

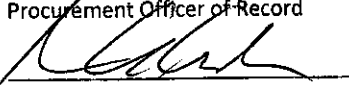
WHEREAS, Service Provider has offered to provide the services described in Exhibit A; in consideration of the payment terms described in Exhibit B; subject to the Insurance Requirements described in Exhibit C; and subject to the General Conditions described in Exhibit D; and

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

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

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2014-077 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as Exhibit A; Payment Terms, attached hereto as Exhibit B; Insurance Requirements, attached hereto as Exhibit C; and General Conditions, attached hereto as Exhibit D. Where the terms of the RFP or the Proposal conflict with anything in Exhibits A, B, C or D, the terms of the Exhibits shall control.
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in Exhibit B. Service Provider agrees that the price for all line items outlined in Exhibit B shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. The term of this Agreement shall be from May 1, 2018 through April 30, 2019. This is the final renewal term option for this agreement.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.



Procurement Officer of Record

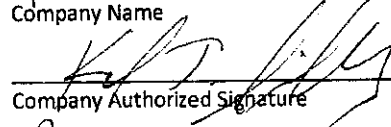

Stephen A. Arbo, City Manager

2-2-2018
Date

READ AND APPROVED:

APPROVED AS TO FORM:


Company Name


Company Authorized Signature

Partner
Title

1/30/18
Date


Office of the City Attorney

PART I**DESCRIPTION OF PROJECT AND SERVICES REQUIRED****1. INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES.**

The City of Lee's Summit is seeking proposals from qualified firms/providers to:

- ❖ Independently audit the City's financial statements for the fiscal year ending June 30, 2014.
- ❖ The successful respondent has the potential of providing auditing services for the City for a total of four subsequent fiscal years.

Description of Operations or Background:

The City of Lee's Summit serves an area of 64 square miles with a population of over 93,000. The City of Lee's Summit has a July 1 – June 30 fiscal year. The total budget, net of interfund transfers, was \$178,509,178 for the fiscal year beginning July 1, 2013.

The City of Lee's Summit provides the following services to its citizens:

- ✓ Police Protection
- ✓ Fire Protection
- ✓ Emergency Medical Services
- ✓ Water and Sewer Services
- ✓ Street and Stormwater Maintenance
- ✓ Solid Waste Management Facility
- ✓ Parks and Recreation Center and Programs
- ✓ Airport Facility
- ✓ Aquatic Park

The accounting and financial reporting functions of the City are centralized in the Finance department.

Fund Structure. The City utilizes approximately 60 funds in its financial reporting. A listing of the various funds by fund type follows.

Governmental Fund Types

- General Fund
- Special Revenue Funds:
 - Parks and Recreation Fund*
 - Gamber Center Community Center*
 - Legacy Park Community Center*
 - Swimming Pool Fund*
 - Cemetery Trust Fund
 - Business and Industry Fund
 - Road Bridge Escrow
 - Entitlement Fund
 - Violence Against Women Grant
 - Energy Efficiency & Conservation Block Grant
 - Landfill Postclosure Fund
 - Public Safety Equipment Replacement Fund
- Debt Service Funds
 - General Obligation Debt Service Fund
 - Park COP Debt
 - Water Revenue Bond Debt Service Fund*
- Capital Project Funds
 - Summit Woods East Tax Increment Financing
 - Hartley's Block Tax Increment Financing
 - I-470 Business Center Tax Increment Financing
 - Summit Woods TDD
 - Chapel Ridge Tax Increment Financing
 - New Longview Tax Increment Financing
 - Todd George/50 Hwy Tax Increment Financing
 - Water District 14 Fund

Water Tap Construction*
Sewer Tap Construction*
Water Construction*
Sewer Construction*
Landfill Construction Fund*
Water Utility Equipment Replacement Fund*
Enterprise Resources Planning (ERP) Fund
Landfill Construction Fund*
Airport Construction Fund*
Capital Improvement Sales Tax
Road & Bridge Excise Tax Fund
Road & Bridge Improvement
Park Development Fund
Fire Station #2 relocation and rebuild
Fire Facility Construction
Sidewalk Program
Storm Water Improvements
Arterial Street Lights Phase II
Public Safety 2010
Infrastructure Improvements 2010
Road Improvements 2010
Tudor Road Improvements

Proprietary Fund Types

- Enterprise Funds
 - Combined Water/Sewer Operating Fund
 - Airport Fund
 - Solid Waste Management Fund
 - Recreation Center Fund
- Internal Service Funds
 - Central Building Services
 - Central Vehicle Services
 - Short Term Disability Fund
 - Information Technology Services
 - Unemployment Insurance
 - Insurance Claims and Damages Reserve Fund
 - Workers Compensation Self Insurance
- Agency Funds
 - Land Clearance and Redevelopment Authority (LCRA)

**fund that is consolidated for CAFR reporting purposes*

Federal and State Financial Assistance. Description of Federal Funding:**Department of Transportation**

Federal Aviation Administration
Highway Planning and Construction
State and Community Highway Safety

Environmental Protection Agency

Department of Natural Resources

U.S. Department of Housing and Urban Development

Community Development Block Grant

U.S. Department of Health and Human Services
Medical Assistance Program

U.S. Department of Justice
Drug Enforcement Administration
Violence Against Women Act
Local Law Enforcement Block Grant

Description of State Funding:

Department of Natural Resources

Finance Department Organization. The Finance department is operated under the direction of Conrad E. Lamb, Finance Director and consists of 19 employees. The principal functions performed and the number of employees assigned to each are as follows:

Assistant Finance Director	1 employee
Accounts Payable Division	4 employees
Collections Department	3 employees
General Ledger Accounting	4 employees
Budget Officer	1 employee
Procurement	4 employees
Procurement Contract Compliance Manager	1 employee
Finance Secretary/Admin Assistant	1 employee

Computer System. The City uses Lawson ERP software for operations including Purchase Orders and Encumbrances, Accounts Payable, Accounts Receivable, Payroll and Human Resources, Revenue Accounting, Budgetary Accounting and General Ledger. The City uses Advanced Utility Systems – CIS Infinity, in conjunction with the I-Tron, a hand-held meter reading software, for reading and billing its 35,000 Water/Sewer Customers.

2. SCOPE OF SERVICES.

The audit will be performed in accordance with generally accepted auditing standards and the standards for financial audits set forth for financial audits by the General Accounting Office's (GAO) Government Auditing Standards. The Single Audit is to be performed in accordance with the standards applicable to financial audits contained in the *Government Auditing Standards* issued by the Comptroller General of the United States, and U.S. Office of Management and Budget (OMB) *Circular A-133, Audits of States, Local Governments and Non-Profit Organizations*.

The City desires the auditor to express an opinion on the fair presentation of its financial statements of government activities; business-type activities, each major fund and aggregate remaining fund information in conformity with U.S. generally accepted accounting principles (GAAP).

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board (GASB) as mandated by generally accepted auditing standards. The auditor is not required to audit the Management Discussion and Analysis or audit data included in the Statistical Section of the financial report.

The auditor is required to express an opinion on the Required Supplementary Information (budget comparison information for major funds), the combining individual nonmajor fund financial statements and other schedules, and the Schedule of Expenditures of Federal Awards (if applicable) in relation to the basic financial statements taken as a whole based on the auditing procedures applied during the audit of the financial statements.

The audit firm will prepare the Comprehensive Annual Financial Report for the City. The city requires the CAFR in a searchable PDF format file along with 10 hard copies.

The auditor is to provide a Single Audit Report for the City Council on the schedule of federal financial assistance based on the auditing procedures applied during the audit of the financial statements. The City requires a searchable PDF version and 10 copies of the Single Audit Report.

The auditor shall communicate in a letter to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect

the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

The City of Lee's Summit will send its Comprehensive Annual Financial Report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting. It is anticipated that the auditor will be required to provide special assistance to the City to meet the requirements of that program.

All working papers and reports must be retained, at the auditor's expense, for a minimum of five years unless the firm is notified in writing by the City of Lee's Summit of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the City itself, its cognizant agency, the U.S. General Accounting Office or auditors of entities of which the City is a recipient of grant funds.

The firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

The auditor will be required to provide assistance to the City throughout the contract period as deemed necessary.

3. CITY PROVIDED SERVICES.

3.1 Letter of Transmittal, Management Discussion and Analysis and the Statistical Section.

3.2 Workpapers and confirmations:

- a. Bank, Revenue, Bond, Legal, Retainage Confirmations
- b. Bank reconciliations for all bank accounts
- c. Investment balances at year-end and accrued interest
- d. Inventory schedules
- e. Insurance schedules - Prepaid Insurance, insurance expense -governmental funds, Health Insurance
- f. Accounts receivable reconciliations to subsidiary ledgers
- g. Tax schedules
- h. Water Sewer Receivable schedules - A/R reconciliation, A/R greater than \$1,000, Water tap revenue, water purchases vs. billing schedule, unbilled revenue - W/S, Little Blue Valley Sewer Charges, W/S Average Rate Calculation
- i. Interfund Receivables/Payables
- j. Allowance Account Calculations
- k. Accounts Payable Schedules
- l. Payroll Liabilities, Municipal Court Bond liability, miscellaneous other liabilities
- m. Retainage Payable
- n. Escrow Deposit Liability
- o. Federal Financial Assistance
- p. Fund Balance and Retained Earnings rollforward
- q. Repairs and Maintenance schedule
- r. Professional Fees schedule
- s. Capital Asset Schedules - Additions, Deletions, Depreciation
- t. Construction in Progress schedules
- u. Debt schedules - Debt service requirements to maturity, interest paid - G.O. debt, Cash with fiscal agent, bond issuance/discount amortization, arbitrage schedule, Summary GLTD, Revenue bonds schedule, Certificates of Participation schedule
- v. Analytical - Lagers, Payroll taxes, payroll accounts, expense and revenue
- w. Auditor's trial balance report

Other schedules and/or confirmations will be prepared by City staff if requested by the audit firm.

RubinBrown Hours and Fees Breakdown

Task	Personnel Involved	Hours	Cost/Fee	Portion Related To Auditing Two Major Programs	Fee Without Auditing Two Major Programs
Planning	Partner/Manager/Senior	20	\$ 2,000		
Interim	Partner/Manager/Senior/Staff	80	\$ 8,000		
Year-end Fieldwork	Partner/Manager/Senior/Staff	540	\$ 56,795		
Single Audit (2 major programs)	Partner/Manager/Senior/Staff	80	\$ 8,000		
		720	\$ 74,795		
Partner		40	\$ 8,000	\$ 8,000	\$ 66,795
Manager		100	\$ 15,000	\$ 8,200	\$ 68,840
Senior		235	\$ 22,325	\$ 8,400	\$ 70,950
Staff		335	\$ 27,470	\$ 8,600	\$ 73,130
Quality Control		10	\$ 2,000	\$ 8,800	\$ 75,380
		720	\$ 74,795		
2014 Proposed Fee			\$ 77,040		
2015 Proposed Fee			\$ 79,350		
2016 Proposed Fee			\$ 81,730		
2017 Proposed Fee			\$ 84,180		
2018 Proposed Fee			\$ 84,180		
Total 5 Year Fee			\$ 397,095		\$ 355,095

Note: The above fees do not include additional costs and fees associated with any additional time we may incur related to the implementation of new accounting or auditing standards. Fees related to additional costs for these situations will be discussed with the City in advanced of any work being performed and a fee will be negotiated at that time, when and if necessary.

EXHIBIT C
INSURANCE REQUIREMENTS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

CERTIFICATE OF INSURANCE. The Consultant shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Consultant shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Consultant's bid.

NOTICE OF CLAIM. The Consultant shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Consultant 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 excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Consultant's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Consultant shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

INDUSTRY RATING.

The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating; OR
- Is a company mutually agreed upon by the City and the Consultant.

SUB-CONSULTANT'S INSURANCE. If any part of the contract is to be sublet, the Consultant shall either:

Cover all sub-consultant's in the Consultant's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Consultant and submit such certificates to the City as outlined herein.

SELF-INSURED RETENTIONS/DEDUCTIBLES. Any Consultant that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City such amounts shall be the sole responsibility of the Consultant. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Consultant for such assumed limits.

PROFESSIONAL LIABILITY: Professional liability insurance protection must be carried by the contractor, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions.

COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

AUTOMOBILE LIABILITY. Policy shall protect the Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- Any Auto; OR
- All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

- Each Accident, Combined Single Limits,
- Bodily Injury and Property Damage: \$500,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

WORKERS' COMPENSATION. This insurance shall protect the Consultant against all claims under applicable state Workers' Compensation laws. The Consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

GENERAL INSURANCE PROVISIONS

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Consultant nor has the City assessed the risk that may be applicable to the Consultant.
- 2) The Consultant's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Consultant.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Consultant with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverages and identifying the City of Lee's Summit as an "additional insured" on the general liability. This inclusion shall not make the City a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

- Personal/Advertising Injury
- Independent Contractors
- Additional Insured: City of Lee's Summit, Missouri

The certificate holder on the Certificate of Insurance shall be as follows:

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

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

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
 - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal and who may enter into an agreement with the City to perform such services.
 - c. The term "City" means City of Lee's Summit, MO.
 - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - e. The term "Service Provider" means the respondent awarded an agreement under this proposal.
 - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING PROPOSAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposal. All proposals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF PROPOSAL:** Proposals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request For Proposal prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this proposal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the proposal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** A proposal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A proposal may be withdrawn by signed, written notice. 2. A proposal may also be withdrawn in person by the proposer or its authorized representative who provides proper identification. 3. A proposal may be withdrawn via email by the proposer or its authorized representative. A proposal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A proposal may be modified by signed, written notice provided in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. 2. A RFP modification may also be submitted in person by the proposer or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official closing date and time to preserve the integrity of the RFP solicitation process. Telephone, telegraphic or electronic requests to modify a RFP solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP solicitation official closing date and time specified. Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Proposal prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this proposal.
11. **TERMINATION:** Subject to the provisions below, any agreement derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. **TERMINATION FOR CONVENIENCE:** In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Service Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

- c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.
15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **INDEMNITY AND HOLD HARMLESS:** Service Provider agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Service Provider, his sub-contractors, employees or agents, and arising out of services performed by Seller, his subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. **COMPLIANCE WITH APPLICABLE LAW:** Service Provider shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Service Provider's performance under this contract. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
22. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider 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. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.
23. **DEBARMENT:** By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. **FUND ALLOCATION:** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.
25. **FREIGHT/SHIPPING:** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.
26. **Davis Bacon Act:** The wages for any work utilizing this agreement in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

Packet Information

File #: TMP-1133, **Version:** 1

An Ordinance Authorizing the Execution of a Memorandum of Understanding between the Kansas Bureau of Investigation and the City of Lee's Summit, Missouri for the Use of Midwest High Intensity Drug Trafficking Area Award Funds.

Issue/Request:

An ordinance authorizing the execution of a memorandum of understanding between the Kansas Bureau of Investigation and the City of Lee's Summit, Missouri for the use of Midwest High Intensity Drug Trafficking Area Award funds.

Key Issues:

The Office of National Drug Control Policy ("ONDCP") has awarded 2018 High Intensity Drug Trafficking Area ("HIDTA") funding to federal, state and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota and North Dakota for the purpose of combating the manufacture and importation of methamphetamine and the disruption of poly-drug trafficking organizations. The Kansas Bureau of Investigation ("KBI") is the designated fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA program within the region.

In June 2018, the City of Lee's Summit, Missouri ("City") was awarded \$67,454.00 from the Midwest HIDTA award. Under the proposed memorandum of understanding, the City will designate one Lee's Summit Police Department ("LSPD") officer to work on a special task force known as the Kansas City/Overland Park DEA Task Force. The City's awarded funds will fully fund the designated LSPD officer.

The mission of the task force is to disrupt the illicit drug traffic in the Kansas City area by immobilizing targeted violators and trafficking organizations, gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and conducting undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the States of Kansas and Missouri.

Partnering with the United States Department of Justice, Drug Enforcement Administration will provide a force multiplier and assist the LSPD with combating and investigating local cases of controlled substances distribution, manufacturing, and abuse.

The term of the award starts January 1, 2018 and finishes December 31, 2019.

Impact/Analysis:

This partnership will provide necessary support to the LSPD officer assigned to the task force including salary, vehicles, fuel, mobile phone, office space and supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and overtime during the term of this agreement.

The LSPD will be able to force multiply with the DEA in combating locally the trafficking of controlled

substances.

Proposed City Council Committee Motion: I move to recommend to the City Council for approval of an ordinance authorizing the execution of a memorandum of understanding between the Kansas Bureau of Investigation and the City of Lee's Summit, Missouri for the use of Midwest High Intensity Drug Trafficking Area Award funds.

Proposed City Council Motion:

FIRST MOTION:

SECOND MOTION:

Major John Boenker, Police Department

Recommendation: Staff recommends approval of the ordinance.

BILL NO. 19-

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE KANSAS BUREAU OF INVESTIGATION AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE USE OF MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA AWARD FUNDS.

WHEREAS, the Office of National Drug Control Policy ("ONDCP") awarded 2018 High Intensity Drug Trafficking Area ("HIDTA") funding to federal, state, and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota, and North Dakota for the purpose of combating the manufacture and importation of methamphetamine and the disruption of poly-drug trafficking organizations; and,

WHEREAS, the Kansas Bureau of Investigation ("KBI") is the designated fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA program within the region; and,

WHEREAS, the City of Lee's Summit (the "City") will receive funds under the Midwest HIDTA award in exchange for designating one Lee's Summit Police Department ("LSPD") officer to the Kansas City/Overland Park DEA Task Force; and,

WHEREAS, the City and KBI desire to enter into a Memorandum of Understanding which describes the parties responsibilities in regards to the award funding the LSPD officer position at the Kansas City/Overland Park DEA Task Force.

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

SECTION 1. The Midwest High Intensity Drug Trafficking Area (HIDTA) Memorandum of Understanding Kansas City/Overland Park DEA Task Force, attached hereto and made a part hereof by reference, is hereby approved and the Mayor is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

SECTION 3. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

ATTEST:

Mayor William A. Baird

City Clerk Trisha Fowler Arcuri

BILL NO. 19-

APPROVED by the Mayor of said city this ____ day of _____, 2019.

ATTEST:

Mayor *William A. Baird*

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Public Safety *Beth Murano*



Kansas Bureau of Investigation

Kirk D. Thompson
Director

Derek Schmidt
Attorney General

June 18, 2018

Mayor Bill Baird
City of Lee's Summit
220 SE Greene St.
Lee's Summit, MO 64086

Dear Mayor Baird:

Attached for your review and signatures are documents relating to the Lee's Summit Police Department's 2018 operating budget for the Midwest HIDTA Kansas City / Overland Park DEA Task Force Initiative.

Please review the documents carefully, as signatures are required on several separate documents. Return to our office a copy of the original signature pages. After all other signatures are acquired a copy of the signature pages only will be returned for your files.

If your agency has any prior year HIDTA funds available, those funds must be exhausted before the 2018 funds can be used.

Please forward a copy of this MOU to your fiscal office.

Thank you for your continued support of the Midwest HIDTA.

Award #: G18MW0003A

Initiative: Kansas City Overland Park DEA Task Force

Award Maximum: \$67,454.00

Award Period: January 1, 2018 - December 31, 2019

Sincerely,

Teresa Goza
HIDTA Accountant III
Kansas Bureau of Investigation

**MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
MEMORANDUM OF UNDERSTANDING
KANSAS CITY/OVERLAND PARK DEA TASK FORCE**

**G18MW0003A
01-01-2018 / 12-31-2019
CFDA number 95.001**

The Office of National Drug Control Policy (ONDCP) has awarded HIDTA funding to federal, state and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota and North Dakota for the purpose of combating the manufacture and importation of methamphetamine and the disruption of poly-drug trafficking organizations. The Kansas Bureau of Investigation (KBI) has been designated as the fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA program within Kansas and in selected regional initiatives. These funds shall be used for purposes designated in the KANSAS CITY/OVERLAND PARK DEA TASK FORCE INITIATIVE (Appendix A) and associated budget (Appendix B), as approved by ONDCP.

Scope of Service

The services carried out under this Memorandum of Understanding shall be consistent with those contained in the initiative proposal and budget as approved for funding by ONDCP. Changes shall not be made in the subject or the proposed objectives of the initiative without prior written approval from The Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and the Midwest HIDTA Executive Committee.

The signatories agree to provide written notice to the KBI and to the Midwest HIDTA Kansas State Coordinator, at least (30) days in advance of any planned withdrawal from this agreement. In the event of withdrawal from this initiative by any party, all property and equipment acquired with HIDTA funds by the withdrawing party shall be re-distributed as per Midwest HIDTA policy and procedure. Upon the date specified in the written notice of withdrawal, this agreement shall become void with respect to the agency giving notice but shall remain in effect for all other participants. The KBI shall process all allowable reimbursement requests for the withdrawing agency through the date of the withdrawal.

Reprogramming of Funds

Reprogramming of funds within a HIDTA award requires different levels of approval based upon the amount to be reprogrammed and whether the reprogramming is inter-agency or inter-initiative. In all cases the recipient agency is responsible for forwarding a request for authorization for reprogramming to the KBI to be forwarded to the Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee. The recipient agency is also responsible for maintaining detailed records of any reprogramming activities.

Reporting Requirement

All participants may be required to prepare a final report of initiative expenditures, which shall be submitted to the KBI within 30 days of the close of the program fiscal year. The financial report will be of a form approved by the KBI and shall contain a listing of expenditures/costs by cost category from the approved initiative budget (Appendix B). The report shall also contain a comparison of actual costs/expenditures against budget estimates. Failure to submit reports on a timely basis may result in the interruption or termination of the initiative funding for your agency. Detailed information on the financial reporting requirements is found in the HIDTA Program Policy and Budget Guidance (PPBG) publication and the Midwest HIDTA Policies and Standard Operating Procedures document (SOP).

Program Standards

Each agency agrees to abide by the standards and rules defined in the HIDTA Program Policy and Budget Guidance (PPBG) publication and the Midwest HIDTA Policies and Standard Operating procedures document as well as all formal written program guidance regarding financial management standards, reporting, records retention, equipment, vehicles, and procurement and supplanting requirements for any agency accepting HIDTA funds. You can download the full version from National HIDTA Assistance Center (NHAC) at nhac.org.

Assurances

Each agency agrees to abide by the terms and conditions set out in Application for Federal Assistance SF 424, Assurances - Non-Construction Programs (Appendix D) and Assurances – Construction Programs (Appendix E). Each agency will also submit the signed OMB forms, Certification Regarding Lobbying (Appendix F) and Disclosure of Lobbying Activities (Appendix G) and will abide by all applicable special conditions included as a part of the award agreement (Appendix I).

Invoicing

Each agency receiving reimbursements will invoice once per month no more than quarterly, due the fifteenth of the month, for expenditures incurred during the prior month. Reimbursement form shall be a form approved by the KBI (Appendix H) and shall contain a listing of expenditures by category. Each agency shall retain the original supporting documentation and provide a copy to the KBI with the monthly report. Each agency agrees that the NHAC and Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee have the right to terminate suspend or delay any payment to sub-recipient if the reimbursements clearly fails to meet HIDTA PPBG. In the event that such an act is necessary the agency will be notified within three days of the decision.

Inventory

Equipment purchased with HIDTA funds shall be identified by cost, type and serial number and reported to the Kansas State Coordinator on the Midwest HIDTA Inventory Form (Appendix C). The Kansas State Coordinator shall maintain an inventory of all equipment purchased and provide the same to HIDTA. A copy of all inventory transactions shall be provided to the KBI. Any change to the inventory of HIDTA purchased equipment shall be reported promptly and in writing to the KBI.

Audit Readiness and Compliance

Each agency agrees to maintain appropriate and detailed records of its receipt and use of the funds, in accordance with the generally accepted accounting principles applying to government agencies. Each agency understands that it may be subject to an audit. Each agency also understands that there will be a site audit every two years for awardees that receive \$25,000 or more, and every three years for awardees that receive \$25,000 or less.

As the fiduciary, the KBI is required to provide certain information in an audit. The Single Audit Certification (Appendix K) provides part of the information needed. The Risk Assessment Tool (Appendix J) helps to ensure proper accountability and compliance with the program.

Operations

1. Individual agencies shall be responsible for the initial payment of costs for phones, pagers, travel and overtime associated with their agent/officer. All equipment purchases shall be made in accordance with the HIDTA program policy. Each agency agrees to compile those costs on a monthly basis and submit the same to the KBI for reimbursement as per the section of this document titled Invoicing. In the event all available travel funds for non-federal participants are expended, the DEA will assume responsibility for all necessary travel costs associated with this initiative. Reimbursement to each

agency is limited to the amount specified in the respective funding category, for that agency, as set out in the approved initiative budget and this agreement.

2. Signatories agree to provide all required statistical, financial and programmatic documentation to the Midwest HIDTA, including but not limited to non-supplanting agreements, monthly performance reports and yearly threat assessment information.
3. Signatories agree to participate in and support all Midwest HIDTA information and intelligence programs, including but not limited to, HIDTA SAFETNET, EPIC NCLSS.
4. The signatories agree that in event that any additional funds are received from HIDTA for the benefit of the initiative, those funds shall be distributed pursuant to the written award authorizing those additional funds.
5. **Lee's Summit Police Department** shall agree to designate one commissioned officer to the Kansas City/Overland Park DEA HIDTA Task Force pursuant to the terms and conditions of the DEA document titled State and Local HIDTA Task Force Agreement.

Acceptance

Acceptance of this MOU by participating agencies is acceptance of all standards and conditions of the HIDTA Award, included as Appendix A, B, C, D, E, F, G, H, I, J and K.

Appendix A: Task Force Initiative

Appendix B: Task Force Budget

Appendix C: Midwest HIDTA Inventory Form

Appendix D: OMB Form 4040-0007, Assurances – Non-Construction Programs

Appendix E: OMB Form 4040-0009, Assurances – Construction Programs

Appendix F: OMB Form, Certification Regarding Lobbying

Appendix G: OMB Form, Disclosure of Lobbying Activities

Appendix H: HIDTA Reimbursement Form

Appendix I: HIDTA Award Agreement

Appendix J: FAPO Risk Assessment Tool

Appendix K: HIDTA Single Audit Certification

Fiscal Contact KBI:

Teresa Goza
Kansas Bureau of Investigation
15700 College Blvd., Suite 100
Lenexa, KS 66219-1473
913-942-3024
E-mail: teresa.goza@kbi.state.ks.us

Project Manager KBI:

Frank Papish, Assistant Director
Kansas Bureau of Investigation
15700 College Blvd. Suite 100
Lenexa, KS 66219-1473
913-942-3022

State Coordinator: Steve Riley
Midwest HIDTA
10220 NW Ambassador Dr., Suite 700
Kansas City, MO 64153
816-891-5217
sriley@midwest-hidta.org

Fiscal Contact LSPD: Major John Boenker
Lee's Summit Police Department
10 NE Tudor
Lee's Summit, MO 64086
816-969-1702
jboenker@cityofls.net

Project Manager LSPD: Travis Forbes, Chief
Lee's Summit Police Department
10 NE Tudor
Lee's Summit, MO 64086
816-969-1774
tforbes@cityofls.net

Participating Agency: Bill Baird, Mayor
City of Lee's Summit Missouri
220 SE Greene St.
Lee's Summit, MO 64086

Participating Agency:
City of Lee's Summit

Bill Baird, Mayor

Date

Through Lee's Summit Police Department

Travis Forbes, Chief

Date

Fiscal Agent:
Kansas Bureau of Investigation

Kirk D. Thompson, Director

Date

FY 2018 ENFORCEMENT INITIATIVE DESCRIPTION BUDGET PROPOSAL (INVESTIGATIVE)

HIDTA: Midwest HIDTA

INITIATIVE TITLE: Kansas City/Overland Park DEA Task Force

LEAD AGENCY(S): Drug Enforcement Administration

LOCATION: Overland Park, KS

1. INITIATIVE DESCRIPTION

This Task Force was first funded in 1999. The Kansas City/Overland Park DEA Combined Task Force is composed of the Task Force Group 43, the Tactical Diversion Group, and the Task Force Group 41, all three of which are collocated in the Kansas City District Office of DEA. The Task Force also consists of representatives from the IRS, and multiple State and local agencies. The Kansas City/Overland Park DEA Combined Task Force continues to conduct investigations targeting PTOs, CPOTs, RPOTs, DTOs, and major poly drug trafficking organizations, as well as investigating the sale and diversion of precursor and essential chemicals utilized in the manufacture of methamphetamine; the investigation of individuals and criminal organizations involved in the clandestine manufacture and distribution of poly-drugs and methamphetamine; and the investigation of prescription drug abuse and diversion. The task force also initiates investigations of drug trafficking organizations operating in the KCDO area of responsibility.

All enforcement and investigative operations are coordinated through the de-confliction system at the Midwest HIDTA ISC to enhance officer safety and increase efficiency by reducing duplication of effort.

The Kansas City/Overland Park DEA Combined Task Force is a Drug Enforcement Administration managed full time co-located, federal, state and local task force located in Overland Park, Kansas in the DEA Kansas City District Office.

2. INITIATIVE PARTICIPANTS

HIDTA Participating Agency Positions, Summary			
	Full Time	Part Time	Total
Co-Located	28	1	29
Non-Co-Located	0	0	0
Total	28	1	29

HIDTA Participating Agency Positions					
Quantity	Title	Agency	HIDTA Funded	Co-Located	Fulltime

HIDTA Participating Agency Positions					
Quantity	Title	Agency	HIDTA Funded	Co-Located	Fulltime
1	Assistant Special Agent in Charge	Drug Enforcement Administration	No	Yes	Yes
3	Group Supervisors	Drug Enforcement Administration	No	Yes	Yes
1	Special Agent	Internal Revenue Service	No	Yes	No
2	Task Force Officer	Johnson County, KS Sheriffs Office	No	Yes	Yes
1	Task Force Officer	Lees Summit, MO Police Department	Yes	Yes	Yes
2	Task Force Officer	Overland Park, KS Police Department	No	Yes	Yes
1	Task Force Officer	Wyandotte County, KS Sheriffs Office	No	Yes	Yes
1	Task Force Officers	Belton, MO Police Department	Yes	Yes	Yes
1	Task Force Officers	Independence, MO Police Department	Yes	Yes	Yes
2	Task Force Officers	Kansas City, KS Police Department	No	Yes	Yes
14	Special Agent	Drug Enforcement Administration	No	Yes	Yes

3. INITIATIVE BUDGET

FY 2018 Request for initiative: **\$443,546.00**

4. LAW ENFORCEMENT INITIATIVES: INVESTIGATION ACTIVITIES

Does the initiative routinely provide information to the HIDTA Investigative Support Center?

☒ Yes ☐ No

Expected And Actual Disruptions/Dismantlements				
Outputs	2014 - 2016 Average	2015 Actual	2016 Actual	2018 Expected
Drug Trafficking Organizations				
International DTOs	1	0	2	
Multi-State DTOs	4	3	5	
Local DTOs	2	3	1	
TOTAL	7	6	8	5
Money Laundering Organizations				
International MLOs	0	0	0	
Multi-State MLOs	1	1	1	
Local MLOs	0	0	0	
TOTAL	1	1	1	1
GRAND TOTAL	8	7	9	6

Drug Seizures				
Drug Seizures (Units)	2014 Actual	2015 Actual	2016 Actual	2014 - 2016 Average
Cocaine (kg)	2.149	0.932	13.068	5.383
Crack (kg)	0.045	0.000	0.078	0.041
Ecstasy (DU)	1032.000	0.000	0.000	344.000
Hashish (kg)	0.000	0.000	0.112	0.037
Heroin (kg)	14.442	1.216	3.065	6.241
Hydrocodone (DU)	0.000	341.000	177.000	172.667

Drug Seizures				
Drug Seizures (Units)	2014 Actual	2015 Actual	2016 Actual	2014 - 2016 Average
Ice (kg)	90.499	141.351	104.067	111.972
K2-spice (kg)	41.219	0.000	0.000	13.740
Ketamine (DU)	0.000	24273.000	0.000	8091.000
Marijuana (kg)	5.991	0.911	6.612	4.505
Marijuana, Sinsemilla high-grade (kg)	0.000	0.000	6.020	2.007
Methamphetamine (kg)	0.150	14.493	4.634	6.426
Oxycodone (kg)	0.000	0.000	0.038	0.013
Oxycodone (DU)	28.000	753.000	58.000	279.667
PCP (kg)	0.000	0.000	14.180	4.727
Prescription Drugs (DU)	0.000	2234.000	0.000	744.667
Steroids (DU)	200.000	25.000	5485.000	1903.333
Vicodin (DU)	0.000	756.000	0.000	252.000

Cash and Other Asset Seizures				
	2014 Actual	2015 Actual	2016 Actual	2014 - 2016 Average
Cash Assets	\$1,749,128.00	\$773,315.00	\$584,445.00	\$1,035,629.33
Other Assets	\$147,044.00	\$167,394.00	\$126,881.00	\$147,106.33
Total Assets Seized	\$1,896,172.00	\$940,709.00	\$711,326.00	\$1,182,735.67

Analytical Support				
Output	2014 Actual	2015 Actual	2016 Actual	2018 Expected
HIDTA Cases Provided Analytical Support	72	65	46	61

Fugitives Apprehended				
Output	2014 Actual	2015 Actual	2016 Actual	2018 Expected
Fugitives	0	12	14	8

OTHER INITIATIVE OUTPUTS AND OUTCOMES

Law Enforcement Activity			
Other Outputs	2014 Actual	2015 Actual	2016 Actual
Arrests	80	81	133
Wiretaps (Lines)	0	0	22
Firearms Seized	69	41	55

Budget Detail

2018 - Midwest

Initiative - Kansas City/Overland Park DEA Task Force

Award Recipient - Kansas Bureau of Investigation (G18MW0003A)

Resource Recipient - Kansas Bureau of Investigation

Awarded Budget (as approved by ONDCP) ***\$409,690.00***

Personnel	Quantity	Amount
Investigative - Law Enforcement Officer	4	\$146,559.00
Total Personnel	4	\$146,559.00
Fringe	Quantity	Amount
Investigative - Law Enforcement Officer	4	\$42,823.00
Total Fringe	4	\$42,823.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	6	\$76,688.00
Total Overtime	6	\$76,688.00
Services	Quantity	Amount
Communications - mobile phones & pagers		\$3,740.00
Contractor - Analyst - Intelligence	1	\$72,000.00
Vehicle lease - passenger	6	\$45,000.00
Total Services	7	\$120,740.00
Supplies		Amount
Investigative/Operational		\$22,880.00
Total Supplies		\$22,880.00
Total		\$409,690.00

Midwest HIDTA Equipment Inventory Additions/Transfers/Disposals

Purchase Date: _____

Manufacturer's Serial Number: _____

Manufacturer/Vendor: _____

Cost: _____

Purchase Condition: _____

HIDTA #: _____

Description: _____

Purchasing Agency: _____

HIDTA Funding %: _____

Agency Asset #: _____

Title Holder: _____

Initiative: _____

Custodian Agency: _____

Physical Location: _____

City: _____

State: _____

Transferred From: _____

Current Condition: _____

Surplus Date: _____

Reason for Disposal: _____

Disposal Method: _____

Notes: _____

Name: _____

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Standard Form 424B (Rev. 7-97) Back

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Lee's Summit Missouri	

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SF-424D (Rev. 7-97) Back

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Lee's Summit Missouri	

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Lee's Summit Missouri	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input checked="" type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:
☐ Prime ☒ SubAwardee Tier if known: ☐
 * Name:
 * Street 1: Street 2:
 * City: State: Zip:
 Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:
 * Name:
 * Street 1: Street 2:
 * City: State: Zip:
 Congressional District, if known:

6. * Federal Department/Agency: <input type="text" value="ONDCP"/>	7. * Federal Program Name/Description: <input type="text" value="HITTA"/> CFDA Number, if applicable: <input type="text" value="95.001"/>
--	--

8. Federal Action Number, if known: <input type="text" value="G18MW0003A"/>	9. Award Amount, if known: \$ <input type="text"/>
---	--

10. a. Name and Address of Lobbying Registrant:
 Prefix: * First Name: Middle Name:
 * Last Name: Suffix:
 * Street 1: Street 2:
 * City: State: Zip:

b. Individual Performing Services (Including address if different from No. 10a)
 Prefix: * First Name: Middle Name:
 * Last Name: Suffix:
 * Street 1: Street 2:
 * City: State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature: <input type="text"/> *Name: Prefix: <input type="text"/> * First Name: <input type="text" value="Bill"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="Baird"/> Suffix: <input type="text"/> Title: <input type="text" value="Mayor"/> Telephone No.: <input type="text"/> Date: <input type="text"/>

Federal Use Only:

Authorized for Local Reproduction
 Standard Form - LLL (Rev. 7-97)

Midwest HIDTA Reimbursement Request Form

Agency

Lee's Summit PD
10 NE Tudor
Lee's Summit, MO 64086

Dept. Code

KBI use only
V-40381-2-001
Grant #1803 Ordinance #

Invoice for the month of:

2018 Funding Year 01/01/18 to 12/31/19

Initiative: Kansas City/Overland Park DEA Task Force G18MW0003A

CFDA # 95.001

Enter Data in This

Column only

Category	2018 Allocation	Cumulative Expenses through	Expenditures This Month	Remaining Balance
Personnel	\$ 31,916.00			\$ 31,916.00
Fringe	\$ 10,449.00			\$ 10,449.00
Overtime	\$ 12,609.00			\$ 12,609.00
Cell Phone	\$ 1,200.00			\$ 1,200.00
Vehicle Lease	\$ 7,800.00			\$ 7,800.00
Supplies/Fuel	\$ 3,480.00			\$ 3,480.00
Total	\$ 67,454.00	\$ -	\$ -	\$ 67,454.00

Agency Authorization / Date	Midwest HIDTA Authorization/Date	KBI Authorization / Date
Major John Boenker 816-969-1702 Finance Officer Please Print		
	e-mail form to john.boenker@cityofks.net	

Reimbursement forms are due by the 15th of the month.

Please attach all supporting documents

Appendix H

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Director Kirk D. Thompson Kansas Bureau of Investigation 1620 SW Tyler Topeka, KS 66612-1837		4. Award Number: G18MW0003A	
		5. Grant Period: From 01/01/2018 to 12/31/2019	
2. Total Amount of the Federal Funds Obligated: \$3,456,130	6. Federal Award Date: 5/29/2018	7. Action	
2A. Budget Approved by the Federal Awarding Agency \$3,456,130	8. Supplement Number 1	Initial <input checked="" type="checkbox"/> Supplemental	
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount: \$1,209,646.00		
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$2,246,484.00		
	11. Total Amount of Federal Award: \$3,456,130.00		
12. The above grant is approved subject to such conditions or limitation as are set forth in the original Grant. Consistent with P.L. 115-141 / H.R. 1625, Consolidated Appropriations Act, 2018, this Grant Award document provides additional funding in the amount indicated in Block 10. This amount, together with the amount equivalent to 35% of the fiscal year 2017 funding level previously made available, as indicated in Block 9, represent the total FY 2018 budget and spending ceiling for this grant, as indicated in Block 11.			
13. Statutory Authority for Grant: Public Law:115-141			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Michael K. Gottlieb Associate Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official Kirk D. Thompson Kansas Bureau of Investigation	
16. Signature of Approving ONDCP Official <i>Michael K. Gottlieb</i>		17. Signature of Authorized Recipient/Date <i>[Signature]</i> 5/29/2018	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 150943496 EIN: 148602992512		19. HIDTA AWARD OND1070DB1819XX OND6113 OND2000000000 OC 410001	

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the “Part 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

For more information on the Part 200 Uniform Requirements, see <https://cfo.gov/cofar/>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
 - 28 CFR Part 69 – “New Restrictions on Lobbying”
 - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, “Audit Requirements” must be submitted no later than nine months after the close of the grantee’s audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>.
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent (s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

These general terms and conditions, as well as archives of previous versions of the general terms and conditions, are available online at www.whitehouse.gov/ondcp/grants.

7. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Native American tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

8. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) Be registered in SAM before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active System for Award Management registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
9. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 CFR 200.331.

10. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180, dealing with all sub-awards and contracts issued under the grant.
11. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:
 - a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
 - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e) Take reasonable measures to safeguard protected PII and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain and report current information to the SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5 year period; and
- c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance (PPBG).
2. This award is subject to the requirements in ONDCP's HIDTA PPBG.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the Midwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

D. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the PMP.

See also Section A. 4 regarding Federal Financial Reports.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Lee's Summit Missouri	

FAPO RISK ASSESSMENT TOOL

Key Risk Areas and Underlying Factors		EXAMPLES					Risk Level				
		Lower Risk State		Moderate Risk State		Higher Risk State	1	2	3	4	5
AREA 1: COMPLIANCE – risk of non-compliance with specific laws, regulations and other rules affecting this process and its financial reporting											
Characteristics of the applicable laws, regulations, policies & rules impacting financial reporting for this business process											
Level of Clarity		Clear & precise		Open to interpretation/generic		Unclear and imprecise					
Degree of maturity/stability		Well-established & time-tested		Recently enacted/evolving (<3 years)		Brand New or unestablished					
Complexity		Simple & straight forward		Involves judgement & some complexity		Highly complicated or judgmental					
AREA 2: HUMAN CAPITAL – risk posed by the knowledge, skills and capacities of the people involved in this process who can effect financial assistance											
Knowledge/familiarity of staff with process		Highly knowledgeable & familiar		Average familiarity		Staff are new or unfamiliar					
Degree of management process ownership/control		Processes fully in-sourced and under management's direct control		Mixed in & out-sourced processing or some control delegated to others		Significant outsourcing or delegation of processes to others' control					
Workload Stress		Low staff turnover; no workforce constraints or other stressors		Moderate staff turnover: some workforce constraints		High staff turnover; notable workforce constraints adding stress					
AREA 3: OPERATIONS – risk posed by the characteristics of the manual/automated activities & IT applications involved in this process impacting financial assistance											
Characteristics of the manual and automated activities & technology applications comprising this business process											
Uniformity		Highly standardized		Some variations occur		Highly variable					
Complexity		Simple & straightforward		Moderately complicated		Complicated/cumbersome/ error prone					
Regularity		Routine		Periodic/infrequent		Non-routine/Rare					
Maturity or Stability		Stable, well-established, time-tested		Evolving/in transition (<3 years)		Brand new, unestablished, unstable					
Extent of handling		One/two "Touch-points"		Multiple processing steps/applications		Many people/steps/apps involved					
Dispersion		Centralized within one location/function		Moderately dispersed among multiple locations/function		Highly dispersed among many different location/functions					
AREA 4: NATURE OF TRANSACTIONS – risk posed by the qualitative and quantitative characteristics of transactions generated by the process											
Transaction volume		Extensive transactions (1000+)		Many transactions (100+)		Few transactions (10+)					
Transaction Frequency		Systematic/recur on a regular basis		Happens periodically/cyclically		Happens infrequently or rarely					
Individual transaction sizes		Small dollar (< 1/1000 th of materiality)		Moderate dollar (>1/1000 th of materiality & <1/100 th of materiality)		Large dollar (>1/100 th of materiality)					
Impact of estimates on financial reporting transactions		Little/no impact of estimates/all transaction variable are known/no estimation judgement involved		Moderate impact of estimates/most transaction variables are known/some estimation judgement involved		Significant impact of estimates/some transaction variables are derived amounts/high judgement required					
Propensity for fraud, waste or misappropriation of assets or information given safeguarding or other security issues		Assets are immovable or have no intrinsic value/information is easily safeguarded/low risk of concealable theft or diversion		Assets are moveable and have some intrinsic value/information is capable of diversion/moderate risk of concealable theft or diversion		Assets are moveable and have a significant intrinsic valuable/information is capable of diversion/high risk of concealable theft or diversion					

FAPO RISK ASSESSMENT TOOL

AREA 5: MANAGEMENT'S RECENT EXPERIENCE – indications of possible lingering risks based upon management's experience with events during the pasts 3 years									
Prior annual financial statement or other audit results									
Controls & Compliance issues raised	No findings related to this process	Management letters comments or other similar findings provided by auditors for this process	Reportable conditions, material weaknesses, non-compliance or "high-risk" matters cited by auditors for this process						
Adjustments by auditors	None	Few adjustments/not material in the aggregate	Significant number of adjustments; aggregate value of adjustments exceed planning materiality						
Adjustments by management	Few adjustments/routine in nature/mail dollar amounts involved	Moderate adjustments/moderate dollar amounts involved	Significant number or dollar amount of adjustments required/non-routine in nature						
Results of management's recent Statement of Assurance assessments	No findings related to this process	Some findings, though insignificant in scale/impact	Reportable conditions, material weaknesses & no-compliance matters found by management for this process						
Management's day-to-day experience									
Accounting errors or irregularities (known fraud)	Few error/adjustments	adjustments	Significant errors/adjustments						
Information available to monitor performance	Readily available/useable by management on a timely basis	Somewhat available for use by management/information is of mixed quality or is untimely	Unavailable for use by management/information is hard to understand or apply on a timely basis						
Typical accounting analysis needed by management in this area	Few calculations/analysis	Moderate calculations/analysis	Extensive calculations/analysis						
Overall nature of issues, errors or adjustments	A virtually problem free area	Problems occur from time to time of varying significance	Problems persist, can be significant/demand high management intervention						
AREA 6: MANAGEMENT'S CURRENT OUTLOOK – overall perceived likelihood of material adverse financial reporting risks within the next year for this process									
Management overall prognosis of material adverse risks for this process									
	Remote	Reasonably Possible	More Likely than Not						

Assessment performed by: _____

Date: _____

Single Audit Certification

Sub-Recipient Audit Requirements of the A-133 Single Audit (§200.502)

Agreement between the City of Lee's Summit Missouri and the Kansas Bureau of Investigation under the Midwest HIDTA CFDA #95.001 for the period of 01/01/2018 to 12/31/2019 in the amount of \$67,454.00.

The Kansas Bureau of Investigation is subject to the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133: Audits of States, Local Governments and Nonprofit Organizations. As such, OMB Circular A-133 requires the Kansas Bureau of Investigation to monitor our sub recipients of federal awards and determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations. This document must be completed and signed by the fiscal agent's organization.

Accordingly, we are requesting that you circle one of the numbers below, provide all appropriate documentation regarding your organization's compliance with the audit requirements, This is part of the sub recipient's grant agreement with the Kansas Bureau of Investigation.

Name of organization: City of Lee's Summit Missouri

Sub recipient's DUNS # _____ expires _____

Federal Employer Identification Number (FEIN): _____

Signature: _____

1. We have completed our OMB Circular A-133 audit for the fiscal year ending _____

Here is the link to our audit report. _____. If material exceptions were noted please enclose a copy of the responses and corrective actions taken.

2. We expect our OMB Circular A-133 audit for the fiscal year ending _____

to be completed by _____. A copy of our audit report will be forwarded to the Kansas Bureau of Investigation within 30 days of receipt of the report.

3. We are not subject to Circular A-133 audit because:

- a) We are a for-profit organization.
- b) We expend less than \$500,000 in federal awards annually.
- c) Other (please explain): _____

Single Audit Certification

Sub-Recipient Audit Requirements of the A-133 Single Audit (§200.502)

Agreement between the City of Lee's Summit Missouri and the Kansas Bureau of Investigation under the Midwest HIDTA CFDA #95.001 for the period of 01/01/2018 to 12/31/2019 in the amount of \$67,454.00.

The Kansas Bureau of Investigation is subject to the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133: Audits of States, Local Governments and Nonprofit Organizations. As such, OMB Circular A-133 requires the Kansas Bureau of Investigation to monitor our sub recipients of federal awards and determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations. This document must be completed and signed by the fiscal agent's organization.

Accordingly, we are requesting that you circle one of the numbers below, provide all appropriate documentation regarding your organization's compliance with the audit requirements, This is part of the sub recipient's grant agreement with the Kansas Bureau of Investigation.

Name of organization: City of Lee's Summit Missouri

Sub recipient's DUNS # 03-071-5478 expires _____

Federal Employer Identification Number (FEIN): 44-6000208

Signature: Bette Wordelman

1. We have completed our OMB Circular A-133 audit for the fiscal year ending 6/30/2018

Here is the link to our audit report. (see below) If material exceptions were noted please enclose a copy of the responses and corrective actions taken.

2. We expect our OMB Circular A-133 audit for the fiscal year ending _____

to be completed by _____. A copy of our audit report will be forwarded to the Kansas Bureau of Investigation within 30 days of receipt of the report.

3. We are not subject to Circular A-133 audit because:

- a) We are a for-profit organization.
- b) We expend less than \$500,000 in federal awards annually.
- c) Other (please explain): _____

https://cityofls.net/finance-budget-taxes/financial-reports/single-audit

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

**Drug Enforcement Administration
St. Louis Division
Kansas City District Office (KCDO)
City of Lee's Summit, MO Police Department**

This agreement is made this 1st day of October, 2018, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Lee's Summit, Missouri Police Department (hereinafter "LSPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the metropolitan Kansas City area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Kansas City the parties hereto agree to the following:

1. The KCDO Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Kansas City area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the States of Kansas and Missouri.

2. To accomplish the objectives of the KCDO Task Force, the LSPD agrees to detail one (1) experienced officer(s) to the KCDO Task Force for a period of not less than two years. During this period of assignment, the LSPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

3. The LSPD officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.

4. The LSPD officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the KCDO Task Force, DEA will assign fifteen (15) Special Agents to the task force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and LSPD officers assigned to the task force. This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the KCDO Task Force, the LSPD will remain responsible for establishing the salaries and benefits, including overtime, of the LSPD officers assigned to the task force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the LSPD for overtime payments made by it to the LSPD officers assigned to the KCDO TASK FORCE for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 (RUS) federal employee, (currently \$18,434.75), per officer. Note: Task Force Officers overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."

7. In no event will the LSPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The LSPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The LSPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The LSPD shall maintain all such reports and records until all audits and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The LSPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The LSPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The LSPD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the LSPD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The LSPD understands and agrees that HIDTA will provide the LSPD Task Force Officers with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal. HIDTA will be financially responsible for the purchase of fuel for the leased vehicles and for providing routine maintenance, i.e., oil changes, lubes and minor tune-ups via the HIDTA lease contractor. DEA and HIDTA procedures for reporting and investigating automobile accidents involving Official Government Vehicles (OGV'S)-HIDTA lease vehicles shall apply to accidents involving the leased vehicles

furnished to the LSPD personnel, in addition to whatever accident reporting requirements the LSPD may have.

14. While on duty and acting on task force business, the LSPD officers assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of task force officer, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The term of this agreement shall be effective from the date specified in paragraph number one until September 30, 2019. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by the LSPD during the term of this agreement.

For the Drug Enforcement Administration:



William J. Callahan, III
Special Agent in Charge

Date: AUG 14 2018

For the City of Lee's Summit, Missouri Police Department:



Travis Forbes
Chief

Date: 6-22-18

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA/KCDO/HIDTA TF Group 43
7600 College Blvd., Suite 100
Overland Park, KS 66210

Check ☐ if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check ☐ if the State has elected to complete OJP Form 406177.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Lee's Summit Police Department
10 NE Tudor Rd
Lee's Summit, MO 64086

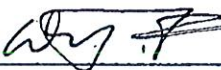
2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Chief Travis Forbes

5. Signature



6. Date

8-22-18

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA/KCDO/HIDTA TF Group 43
7600 College Blvd., Suite 100
Overland Park, KS 66210

Check ☐ if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 40617.

Check ☐ if the State has elected to complete OJP Form 40617.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Lee's Summit Police Department
10 NE Tudor Rd
Lee's Summit, MO 64086

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Chief Travis Forbes

5. Signature



6. Date

8-22-18

Packet Information

File #: TMP-1134, **Version:** 1

An Ordinance Authorizing the Execution of a Memorandum of Understanding between the Kansas Bureau of Investigation and the City of Lee's Summit, Missouri for the Use of Midwest High Intensity Drug Trafficking Area Award Funds.

Issue/Request:

An ordinance authorizing the execution of a memorandum of understanding between the Kansas Bureau of Investigation and the City of Lee's Summit, Missouri for the use of Midwest High Intensity Drug Trafficking Area Award funds.

Key Issues:

This ordinance will authorize the Mayor of the City of Lee's Summit to enter into a MOU with the Kansas Bureau of Investigation (KBI) for the continued assignment of one Lee's Summit Police Officer to the Kansas City FBI Combined Task Force. As part of the LSPD Officer's participation in the task force, the City of Lee's Summit will receive an award of \$57,700.00 from the 2018 High Intensity Drug Trafficking Area (HIDTA) funding that is administered locally through KBI.

Background:

The Office of National Drug Control Policy ("ONDCP") has awarded 2018 High Intensity Drug Trafficking Area ("HIDTA") funding to federal, state and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota and North Dakota for the purpose of combating the manufacture and importation of methamphetamine and the disruption of poly-drug trafficking organizations. The Kansas Bureau of Investigation ("KBI") is the designated fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA program within the region.

In June of 2018, the LSPD was awarded \$57,700.00, which will be used to partially cover the salary of a detective currently assigned to the FBI Combined Task Force. Under the proposed memorandum of understanding, the City will designate one Lee's Summit Police Department ("LSPD") officer to work on a special task force known as the Kansas City FBI Combined Task Force.

A LSPD detective has been embedded with the FBI Gang Task Force since 2009 due to several high-profile investigations involving a number of violent street gangs participating in drug trafficking and other crimes. This collaborative partnership has been extremely valuable to the LSPD due to the ability to combine resources with the FBI and other participating agencies.

Staff is seeking the approval of an ordinance which will authorize the Mayor to enter into a memorandum of understanding with the KBI for the continued assignment of one LSPD detective to the Kansas City FBI Combined Task Force.

The term of the award starts January 1, 2018 and finishes December 31, 2019.

Impact/Analysis:

With this partnership, the FBI will provide necessary support to the LSPD officer assigned to the task force including salary, vehicles, fuel, mobile phone, office space and supplies, travel funds, funds for the purpose of evidence and information, investigative equipment, training and overtime during the term of this agreement.

The LSPD will be able to force multiply with the FBI in combating locally the trafficking of controlled substances.

Proposed City Council Committee Motion: I move to recommend to the City Council for approval of an ordinance authorizing the execution of a Memorandum of Understanding between the Kansas Bureau of Investigation and the City of Lee's Summit, Missouri for the use of Midwest High Intensity Drug Trafficking Area award funds.

Proposed City Council Motion:

FIRST MOTION:

SECOND MOTION:

Major John Boenker, Police Department

Recommendation:

Staff recommends adoption of the ordinance.

BILL NO. 19-

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE KANSAS BUREAU OF INVESTIGATION AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE USE OF MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA AWARD FUNDS.

WHEREAS, the Office of National Drug Control Policy ("ONDCP") awarded 2018 High Intensity Drug Trafficking Area ("HIDTA") funding to federal, state, and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota, and North Dakota for the purpose of combating the manufacture and importation of methamphetamine and the disruption of poly-drug trafficking organizations; and,

WHEREAS, the Kansas Bureau of Investigation ("KBI") is the designated fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA program within the region; and,

WHEREAS, the City of Lee's Summit (the "City") will receive \$57,700.00 under the Midwest HIDTA award in exchange for designating one Lee's Summit Police Department ("LSPD") officer to the Kansas City FBI Combined Task Force; and,

WHEREAS, the City and KBI desire to enter into a Memorandum of Understanding which describes the parties responsibilities in regards to the award funding the LSPD officer position at the Kansas City FBI Combined Task Force.

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

SECTION 1. The Midwest High Intensity Drug Trafficking Area (HIDTA) Memorandum of Understanding Kansas City FBI Combined Task Force, attached hereto and made a part hereof by reference, is hereby approved and the Mayor is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

SECTION 3. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

ATTEST:

Mayor *William A. Baird*

Deputy City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-

APPROVED by the Mayor of said city this ____ day of _____, 2019.

ATTEST:

Mayor *William A. Baird*

Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Public Safety *Beth Murano*



Kansas Bureau of Investigation

Kirk D. Thompson
Director

Derek Schmidt
Attorney General

June 18, 2018

Mayor Bill Baird
City of Lee's Summit
220 SE Greene St.
Lee's Summit, MO 64086

Dear Mayor Baird:

Attached for your review and signatures are documents relating to the Lee's Summit Police Department's 2018 operating budget for the Midwest HIDTA Kansas City FBI Combined Task Force Initiative.

Please review the documents carefully, as signatures are required on several separate documents. Return to our office a copy of the original signature pages. After all other signatures are acquired a copy of the signature pages only will be returned for your files.

Please forward a copy of this MOU to your fiscal office.

Thank you for your continuing support of the Midwest HIDTA.

Award #: G18MW0003A

Initiative: Kansas City FBI Combined Task Force

Award Maximum: \$57,700.00

Award Period: January 1, 2018 - December 31, 2019

Sincerely,

A handwritten signature in blue ink, reading "Teresa Goza".

Teresa Goza
HIDTA Accountant III
Kansas Bureau of Investigation

MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
MEMORANDUM OF UNDERSTANDING
KANSAS CITY FBI COMBINED TASK FORCE

G18MW0003A
01-01-2018 / 12-31-2019
CFDA number 95.001

The Office of National Drug Control Policy (ONDCP) has awarded HIDTA funding to federal, state and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota and North Dakota for the purpose of combating the manufacture and importation of methamphetamine and the disruption of poly-drug trafficking organizations. The Kansas Bureau of Investigation (KBI) has been designated as the fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA program within Kansas and in selected regional initiatives. These funds shall be used for purposes designated in the KANSAS CITY FBI COMBINED TASK FORCE INITIATIVE (Appendix A) and associated budget (Appendix B), as approved by ONDCP.

Scope of Service

The services carried out under this Memorandum of Understanding shall be consistent with those contained in the initiative proposal and budget as approved for funding by ONDCP. Changes shall not be made in the subject or the proposed objectives of the initiative without prior written approval from The Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and the Midwest HIDTA Executive Committee.

The signatories agree to provide written notice to the KBI and to the Midwest HIDTA Kansas State Coordinator, at least (30) days in advance of any planned withdrawal from this agreement. In the event of withdrawal from this initiative by any party, all property and equipment acquired with HIDTA funds by the withdrawing party shall be re-distributed as per Midwest HIDTA policy and procedure. Upon the date specified in the written notice of withdrawal, this agreement shall become void with respect to the agency giving notice but shall remain in effect for all other participants. The KBI shall process all allowable reimbursement requests for the withdrawing agency through the date of the withdrawal.

Reprogramming of Funds

Reprogramming of funds within a HIDTA award requires different levels of approval based upon the amount to be reprogrammed and whether the reprogramming is inter-agency or inter-initiative. In all cases the recipient agency is responsible for forwarding a request for authorization for reprogramming to the KBI to be forwarded to the Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee. The recipient agency is also responsible for maintaining detailed records of any reprogramming activities.

Reporting Requirement

All participants may be required to prepare a final report of initiative expenditures, which shall be submitted to the KBI within 30 days of the close of the program fiscal year. The financial report will be of a form approved by the KBI and shall contain a listing of expenditures/costs by cost category from the approved initiative budget (Appendix B). The report shall also contain a comparison of actual costs/expenditures against budget estimates. Failure to submit reports on a timely basis may result in the interruption or termination of the initiative funding for your agency. Detailed information on the financial reporting requirements is found in

the HIDTA Program Policy and Budget Guidance (PPBG) publication and the Midwest HIDTA Policies and Standard Operating Procedures document (SOP).

Program Standards

Each agency agrees to abide by the standards and rules defined in the HIDTA Program Policy and Budget Guidance (PPBG) publication and the Midwest HIDTA Policies and Standard Operating procedures document as well as all formal written program guidance regarding financial management standards, reporting, records retention, equipment, vehicles, and procurement and supplanting requirements for any agency accepting HIDTA funds. You can download the full version from National HIDTA Assistance Center (NHAC) at nhac.org.

Assurances

Each agency agrees to abide by the terms and conditions set out in Application for Federal Assistance SF 424, Assurances - Non-Construction Programs (Appendix D) and Assurances – Construction Programs (Appendix E). Each agency will also submit the signed OMB forms, Certification Regarding Lobbying (Appendix F) and Disclosure of Lobbying Activities (Appendix G) and will abide by all applicable special conditions included as a part of the award agreement (Appendix I).

Invoicing

Each agency receiving reimbursements will invoice once per month no more than quarterly, due the fifteenth of the month, for expenditures incurred during the prior month. Reimbursement form shall be a form approved by the KBI (Appendix H) and shall contain a listing of expenditures by category. Each agency shall retain the original supporting documentation and provide a copy to the KBI with the monthly report. Each agency agrees that the NHAC and Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee have the right to terminate suspend or delay any payment to sub-recipient if the reimbursements clearly fails to meet HIDTA PPBG. In the event that such an act is necessary the agency will be notified within three days of the decision.

Inventory

Equipment purchased with HIDTA funds shall be identified by cost, type and serial number and reported to the Kansas State Coordinator on the Midwest HIDTA Inventory Form (Appendix C). The Kansas State Coordinator shall maintain an inventory of all equipment purchased and provide the same to HIDTA. A copy of all inventory transactions shall be provided to the KBI. Any change to the inventory of HIDTA purchased equipment shall be reported promptly and in writing to the KBI.

Audit Readiness and Compliance

Each agency agrees to maintain appropriate and detailed records of its receipt and use of the funds, in accordance with the generally accepted accounting principles applying to government agencies. Each agency understands that it may be subject to an audit. Each agency also understands that there will be a site audit every two years for awardees that receive \$25,000 or more, and every three years for awardees that receive \$25,000 or less.

As the fiduciary, the KBI is required to provide certain information in an audit. The Single Audit Certification (Appendix K) provides part of the information needed. The Risk Assessment Tool (Appendix J) helps to ensure proper accountability and compliance with the program.

Operations

1. Individual agencies shall be responsible for the initial payment of costs for phones, pagers, travel and overtime associated with their agent/officer. All equipment purchases shall be made in accordance with the HIDTA program policy. Each agency agrees to compile those costs on a monthly basis and submit the same to the KBI for reimbursement as per the section of this document titled Invoicing. In

the event all available travel funds for non-federal participants are expended, the DEA will assume responsibility for all necessary travel costs associated with this initiative. Reimbursement to each agency is limited to the amount specified in the respective funding category, for that agency, as set out in the approved initiative budget and this agreement.

2. Signatories agree to provide all required statistical, financial and programmatic documentation to the Midwest HIDTA, including but not limited to non-supplanting agreements, monthly performance reports and yearly threat assessment information.
3. Signatories agree to participate in and support all Midwest HIDTA information and intelligence programs, including but not limited to, HIDTA SAFETNET, EPIC NCLSS.
4. The signatories agree that in event that any additional funds are received from HIDTA for the benefit of the initiative, those funds shall be distributed pursuant to the written award authorizing those additional funds.
5. **Lee's Summit Police Department** shall agree to designate one commissioned officer to the Kansas City FBI Combined Task Force.

Acceptance

Acceptance of this MOU by participating agencies is acceptance of all standards and conditions of the HIDTA Award, included as Appendix A, B, C, D, E, F, G, H, I, J and K.

Appendix A: Task Force Initiative

Appendix B: Task Force Budget

Appendix C: Midwest HIDTA Inventory Form

Appendix D: OMB Form 4040-0007, Assurances – Non-Construction Programs

Appendix E: OMB Form 4040-0009, Assurances – Construction Programs

Appendix F: OMB Form, Certification Regarding Lobbying

Appendix G: OMB Form, Disclosure of Lobbying Activities

Appendix H: HIDTA Reimbursement Form

Appendix I: HIDTA Award Agreement

Appendix J: FAPO Risk Assessment Tool

Appendix K: HIDTA Single Audit Certification

Fiscal Contact KBI:

Teresa Goza
Kansas Bureau of Investigation
15700 College Blvd., Suite 100
Lenexa, KS 66219-1473
913-942-3024
E-mail: teresa.goza@kbi.state.ks.us

Project Manager KBI:

Frank Papish, Assistant Director
Kansas Bureau of Investigation
15700 College Blvd. Suite 100
Lenexa, KS 66219-1473
913-942-3022

State Coordinator: Steve Riley
Midwest HIDTA
10220 NW Ambassador Dr., Suite 700
Kansas City, MO 64153
816-891-5217
sriley@midwest-hidta.org

Fiscal Contact LSPD: Major John Boenker
Lee's Summit Police Department
10 NE Tudor
Lee's Summit, MO 64086
816-969-1702
E-mail: jboenker@cityofls.net

Project Manager LSPD: Travis Forbes, Chief
Lee's Summit Police Department
10 NE Tudor
Lee's Summit, MO 64086
816-969-1774
E-mail: tforbes@cityofls.net

Participating Agency: Bill Baird, Mayor
City of Lee's Summit Missouri
220 SE Greene St.
Lee's Summit, MO 64086

Participating Agency:
City of Lee's Summit

Bill Baird, Mayor Date

Through Lee's Summit Police Department

Travis Forbes, Chief Date

Fiscal Agent:
Kansas Bureau of Investigation

Kirk D. Thompson, Director Date

FY 2018 ENFORCEMENT INITIATIVE DESCRIPTION BUDGET PROPOSAL (INVESTIGATIVE)

HIDTA: Midwest HIDTA

INITIATIVE TITLE: Kansas City FBI Combined Task Force

LEAD AGENCY(S): Federal Bureau of Investigation

LOCATION: Kansas City, MO

1. INITIATIVE DESCRIPTION

The Kansas City FBI Transnational Organized Crime Task Force (Kansas City FBI Combined Task Force), hereinafter referred to as the FBI TOCTF, is responsible for FBI investigative matters targeting violent gangs (VGs) and transnational criminal organizations (TCOs) operating in the Districts of Kansas and Western District of Missouri. The FBI TOCTF includes the Kansas City FBI's Violent Gang (VG) and Transnational Organized Crime Squads. The FBI TOCTF is led by the KC FBI TOC SSA. Additionally, a peer SSA oversees the KC FBI Violent Crime (VC)/VG squad. The FBI TOCTF is comprised of 12 FBI Special Agents, two FBI Administrative Assistances, four FBI Intelligence Analysts, and seven Task Force Officers (parent agencies: KCMOPD, KCKPD, Lee's Summit PD, and the Jackson County, MO Drug Task Force). Also, a DEA SA participates and partners with the FBI TOCTF on a part-time basis. The FBI TOCTF's most substantive partnerships exist with the DEA, the Jackson County Drug Task Force, and the Kansas City Missouri Police Department.

Operating from a semi-covert HIDTA funded facility, the FBI TOCTF uses an intelligence driven approach to identify the most violent TCOs impacting the state of Kansas and the Western District of Missouri. Employing a coordinated and concurrent investigative strategy which is highly reliant on interagency partnership and leveraging the capabilities of sophisticated techniques, the FBI TOCTF targets, disrupts, and dismantles the lower-level, midlevel, and leadership of targeted TCOs. This strategy continues to yield tangible positive local and regional impacts, as well as, national successes targeting significant CPOT linked TCOs originating in Mexico that impact the United States. The FBI TOCTF routinely contributes intelligence products to the IC.

2. INITIATIVE PARTICIPANTS

HIDTA Participating Agency Positions, Summary			
	Full Time	Part Time	Total
Co-Located	27	0	27
Non-Co-Located	0	0	0
Total	27	0	27

HIDTA Participating Agency Positions					
Quantity	Title	Agency	HIDTA Funded	Co-Located	Fulltime
2	Administrative Assistant	Federal Bureau of Investigation	No	Yes	Yes
4	Intelligence Analyst	Federal Bureau of Investigation	No	Yes	Yes
12	Special Agent	Federal Bureau of Investigation	No	Yes	Yes
2	Supervisory Special Agent	Federal Bureau of Investigation	No	Yes	Yes
1	Task Force officer	Jackson County, MO Sheriffs Office	No	Yes	Yes
1	Task Force officer	Kansas City, KS Police Department	No	Yes	Yes
4	Task Force Officer	Kansas City, MO Police Department	No	Yes	Yes
1	Task Force Officer	Lees Summit, MO Police Department	Yes	Yes	Yes

3. INITIATIVE BUDGET

FY 2018 Request for initiative: **\$186,300.00**

4. LAW ENFORCEMENT INITIATIVES: INVESTIGATION ACTIVITIES

Does the initiative routinely provide information to the HIDTA Investigative Support Center?

☒ Yes ☐ No

5. PROSECUTION

Does this initiative fund a prosecutor?

☐ Yes ☒ No

Expected And Actual Disruptions/Dismantlements				
Outputs	2014 - 2016 Average	2015 Actual	2016 Actual	2018 Expected
Drug Trafficking Organizations				
International DTOs	2	1	3	
Multi-State DTOs	1	0	0	
Local DTOs	0	0	0	
TOTAL	3	1	3	1
Money Laundering Organizations				
International MLOs	0	0	0	
Multi-State MLOs	0	0	0	
Local MLOs	0	0	0	
TOTAL	0	0	0	0
GRAND TOTAL	3	1	3	1

Drug Seizures				
Drug Seizures (Units)	2014 Actual	2015 Actual	2016 Actual	2014 - 2016 Average
Cocaine (kg)	18.097	8.772	0.732	9.200
Ecstasy (DU)	472.000	250.000	0.000	240.667
Heroin (kg)	24.833	15.235	0.000	13.356
Hydrocodone (DU)	28.000	0.000	0.000	9.333
Ice (kg)	12.110	18.952	0.000	10.354
Marijuana (kg)	163.103	228.123	0.053	130.426

HIDTA Funded Prosecution Activity				
Output	2014 Actual	2015 Actual	2016 Actual	2018 Expected
Individuals Prosecuted	0	0	0	0
Individuals Convicted	0	0	0	0
Number of Indictments	0	0	0	0
HIDTA Cases Supported	0	0	0	0

Fugitives Apprehended				
Output	2014 Actual	2015 Actual	2016 Actual	2018 Expected
Fugitives	0	0	0	0

OTHER INITIATIVE OUTPUTS AND OUTCOMES

Law Enforcement Activity			
Other Outputs	2014 Actual	2015 Actual	2016 Actual
Arrests	58	69	17
Wiretaps (Lines)	0	0	7
Firearms Seized	34	27	16

Drug Seizures				
Drug Seizures (Units)	2014 Actual	2015 Actual	2016 Actual	2014 - 2016 Average
Marijuana Edibles (kg)	0.028	0.000	0.000	0.009
Marijuana Plants - Indoors (kg)	3.175	0.000	0.000	1.058
Marijuana, Sinsemilla high-grade (kg)	411.788	353.365	0.000	255.051
Methamphetamine (kg)	52.433	57.246	12.569	40.749
Oxycodone (DU)	0.000	6094.000	0.000	2031.333
OxyContin (DU)	0.000	114.000	0.000	38.000
PCP (kg)	10.886	5.345	0.000	5.410
Prescription Drugs (DU)	8430.000	10.000	0.000	2813.333

Cash and Other Asset Seizures				
	2014 Actual	2015 Actual	2016 Actual	2014 - 2016 Average
Cash Assets	\$708,659.00	\$320,729.00	\$22,680.00	\$350,689.33
Other Assets	\$4,000.00	\$493,875.00	\$0.00	\$165,958.33
Total Assets Seized	\$712,659.00	\$814,604.00	\$22,680.00	\$516,647.67

Analytical Support				
Output	2014 Actual	2015 Actual	2016 Actual	2018 Expected
HIDTA Cases Provided Analytical Support	0	0	11	3

Budget Detail

2018 - Midwest

Initiative - Kansas City FBI Combined Task Force

Award Recipient - Kansas Bureau of Investigation (G18MW0003A)

Resource Recipient - Lee's Summit Police Department

Awarded Budget (as approved by ONDCP) **\$57,700.00**

Personnel	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$41,008.00
Total Personnel	1	\$41,008.00
Fringe	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$16,692.00
Total Fringe	1	\$16,692.00
Total		\$57,700.00

Midwest HIDTA Equipment Inventory
Additions/Transfers/Disposals

Purchase Date:	
Manufacturer's Serial Number:	
Manufacturer/Vendor:	
Cost:	
Purchase Condition:	
HIDTA #:	
Description:	
Purchasing Agency:	
HIDTA Funding %:	
Agency Asset #:	
Title Holder:	
Initiative:	
Custodian Agency:	
Physical Location:	
City:	
State	
Transferred From:	
Current Condition:	
Surplus Date:	
Reason for Disposal:	
Disposal Method:	
Notes:	
Name:	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Standard Form 424B (Rev. 7-97) Back

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Lee's Summit Missouri	

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
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19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
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SF-424D (Rev. 7-97) Back

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Lee's Summit Missouri	

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Lee's Summit Missouri	

Approved by OMB
4040-0013

1. * Type of Federal Action:

- ☐ a. contract
☐ b. grant
☒ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. * Status of Federal Action:

- ☐ a. bid/offer/application
☒ b. initial award
☐ c. post-award

3. * Report Type:

- ☒ a. Initial filing
☐ b. material change

4. Name and Address of Reporting Entity:

☐ Prime ☒ SubAwardee Tier If known: ☐

* Name

* Street 1 Street 2

* City State Zip

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

* Name

* Street 1 Street 2

* City State Zip

Congressional District, if known:

6. * Federal Department/Agency:

QNDCP

7. * Federal Program Name/Description:

HIDTA	
CFDA Number, if applicable:	95.001

8. Federal Action Number, if known:

G18PW0003A

9. Award Amount, if known:

\$

10. a. Name and Address of Lobbying Registrant:

Prefix	<input type="text"/>	* First Name	<input type="text"/>	Middle Name	<input type="text"/>
* Last Name	<input type="text"/>			Suffix	<input type="text"/>
* Street 1	<input type="text"/>		Street 2	<input type="text"/>	
* City	<input type="text"/>	State	<input type="text"/>	Zip	<input type="text"/>

b. Individual Performing Services (Including address if different from No. 10a)

Prefix	<input type="text"/>	* First Name	<input type="text"/>	Middle Name	<input type="text"/>
* Last Name	<input type="text"/>			Suffix	<input type="text"/>
* Street 1	<input type="text"/>		Street 2	<input type="text"/>	
* City	<input type="text"/>	State	<input type="text"/>	Zip	<input type="text"/>

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix * First Name Middle Name
* Last Name Suffix

Title: Mayor **Telephone No.:** **Date:**

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

Midwest HIDTA Reimbursement Request Form

Agency

Lee's Summit PD
10 NE Tudor
Lee's Summit, MO 64086

Dept. Code

KBI use only
v-40381-2-001
Grant #1804 Ordinance #

Invoice for the month of: _____

2018 Funding Year 01/01/18 to 12/31/19

Initiative: Kansas City FBI Combined Task Force G18MW0003A

CFDA # 95.001

Enter Data in This

Column only

Category	2018 Allocation	Cumulative Expenses through	Expenditures This Month	Remaining Balance
Personnel	\$ 41,008.00			\$ 41,008.00
Fringe	\$ 16,692.00			\$ 16,692.00
Total	\$ 57,700.00	\$ -	\$ -	\$ 57,700.00

Agency Authorization / Date	Midwest HIDTA Authorization/Date	KBI Authorization / Date
Major John Boenker 816-969-1702 Finance Officer Please Print		
	e-mail form to john.boenker@cityofls.net	

Reimbursement forms are due by the 15th of the month.

Please attach all supporting documents

Appendix H

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Director Kirk D. Thompson Kansas Bureau of Investigation 1620 SW Tyler Topeka, KS 66612-1837		4. Award Number: G18MW0003A	
		5. Grant Period: From 01/01/2018 to 12/31/2019	
2. Total Amount of the Federal Funds Obligated: \$3,456,130	6. Federal Award Date: 5/29/2018	7. Action Initial <input checked="" type="checkbox"/> Supplemental	
2A. Budget Approved by the Federal Awarding Agency \$3,456,130	8. Supplement Number 1		
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount: \$1,209,646.00		
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$2,246,484.00		
	11. Total Amount of Federal Award: \$3,456,130.00		
12. The above grant is approved subject to such conditions or limitation as are set forth in the original Grant. Consistent with P.L. 115-141 / H.R. 1625, Consolidated Appropriations Act, 2018, this Grant Award document provides additional funding in the amount indicated in Block 10. This amount, together with the amount equivalent to 35% of the fiscal year 2017 funding level previously made available, as indicated in Block 9, represent the total FY 2018 budget and spending ceiling for this grant, as indicated in Block 11.			
13. Statutory Authority for Grant: Public Law:115-141			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Michael K. Gottlieb Associate Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official Kirk D. Thompson Kansas Bureau of Investigation	
16. Signature of Approving ONDCP Official <i>Michael K. Gottlieb</i>		17. Signature of Authorized Recipient/Date <i>Kirk D. Thompson</i> 5/29/2018	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 150943496 EIN: 148602992512		19. HIDTA AWARD OND1070DB1819XX OND6113 OND2000000000 OC 410001	

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the “Part 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

For more information on the Part 200 Uniform Requirements, see <https://efo.gov/cofar/>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
 - 28 CFR Part 69 – “New Restrictions on Lobbying”
 - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, “Audit Requirements” must be submitted no later than nine months after the close of the grantee’s audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>.
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of IIHDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent (s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

These general terms and conditions, as well as archives of previous versions of the general terms and conditions, are available online at www.whitehouse.gov/ondcp/grants.

7. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Native American tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

8. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) Be registered in SAM before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active System for Award Management registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
9. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 CFR 200.331.

10. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180, dealing with all sub-awards and contracts issued under the grant.
11. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:
 - a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
 - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e) Take reasonable measures to safeguard protected PII and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain and report current information to the SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5 year period; and
- c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance (PPBG).
2. This award is subject to the requirements in ONDCP's HIDTA PPBG.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the Midwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

D. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the PMP.

See also Section A. 4 regarding Federal Financial Reports.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Lee's Summit Missouri	

FAPO RISK ASSESSMENT TOOL

Key Risk Areas and Underlying Factors		EXAMPLES					Risk Level				
		Lower Risk State		Moderate Risk State		Higher Risk State	1	2	3	4	5
AREA 1: COMPLIANCE – risk of non-compliance with specific laws, regulations and other rules affecting this process and its financial reporting											
Characteristics of the applicable laws, regulations, policies & rules impacting financial reporting for this business process											
Level of Clarity		Clear & precise		Open to interpretation/generic		Unclear and imprecise					
Degree of maturity/stability		Well-established & time-tested		Recently enacted/evolving (<3 years)		Brand New or unestablished					
Complexity		Simple & straight forward		Involves judgement & some complexity		Highly complicated or judgmental					
AREA 2: HUMAN CAPITAL – risk posed by the knowledge, skills and capacities of the people involved in this process who can effect financial assistance											
Knowledge/familiarity of staff with process		Highly knowledgeable & familiar		Average familiarity		Staff are new or unfamiliar					
Degree of management process ownership/control		Processes fully in-sourced and under management's direct control		Mixed in & out-sourced processing or some control delegated to others		Significant outsourcing or delegation of processes to others' control					
Workload Stress		Low staff turnover; no workforce constraints or other stressors		Moderate staff turnover: some workforce constraints		High staff turnover; notable workforce constraints adding stress					
AREA 3: OPERATIONS – risk posed by the characteristics of the manual/automated activities & IT applications involved in this process impacting financial assistance											
Characteristics of the manual and automated activities & technology applications comprising this business process											
Uniformity		Highly standardized		Some variations occur		Highly variable					
Complexity		Simple & straightforward		Moderately complicated		Complicated/cumbersome/ error prone					
Regularity		Routine		Periodic/infrequent		Non-routine/Rare					
Maturity or Stability		Stable, well-established, time-tested		Evolving/in transition (<3 years)		Brand new, unestablished, unstable					
Extent of handling		One/two "Touch-points"		Multiple processing steps/applications		Many people/steps/apps involved					
Dispersion		Centralized within one location/function		Moderately dispersed among multiple locations/function		Highly dispersed among many different location/functions					
AREA 4: NATURE OF TRANSACTIONS – risk posed by the qualitative and quantitative characteristics of transactions generated by the process											
Transaction volume		Extensive transactions (1000+)		Many transactions (100+)		Few transactions (10+)					
Transaction Frequency		Systematic/recur on a regular basis		Happens periodically/cyclically		Happens infrequently or rarely					
Individual transaction sizes		Small dollar (< 1/1000 th of materiality)		Moderate dollar (>1/1000 th of materiality & <1/100 th of materiality)		Large dollar (>1/100 th of materiality)					
Impact of estimates on financial reporting transactions		Little/no impact of estimates/all transaction variable are known/no estimation judgement involved		Moderate impact of estimates/most transaction variables are known/some estimation judgement involved		Significant impact of estimates/some transaction variables are derived amounts/high judgement required					
Propensity for fraud, waste or misappropriation of assets or information given safeguarding or other security issues		Assets are immovable or have no intrinsic value/information is easily safeguarded/low risk of concealable theft or diversion		Assets are moveable and have some intrinsic value/information is capable of diversion/moderate risk of concealable theft or diversion		Assets are moveable and have a significant intrinsic valuable/information is capable of diversion/high risk of concealable theft or diversion					

FAPO RISK ASSESSMENT TOOL

APPENDIX J

AREA 5: MANAGEMENT'S RECENT EXPERIENCE – indications of possible lingering risks based upon management's experience with events during the pasts 3 years									
Prior annual financial statement or other audit results									
Controls & Compliance issues raised									
No findings related to this process				Management letters comments or other similar findings provided by auditors for this process	Reportable conditions, material weaknesses, non-compliance or "high-risk" matters cited by auditors for this process				
Adjustments by auditors				None	Few adjustments/not material in the aggregate	Significant number of adjustments; aggregate value of adjustments exceed planning materiality			
Adjustments by management				Few adjustments/routine in nature/small dollar amounts involved	Moderate adjustments/moderate dollar amounts involved	Significant number or dollar amount of adjustments required/non-routine in nature			
Results of management's recent Statement of Assurance assessments									
Management's day-to-day experience				No findings related to this process	Some findings, though insignificant in scale/impact	Reportable conditions, material weaknesses & no-compliance matters found by management for this process			
Accounting errors or irregularities (known fraud)				Few error/adjustments	adjustments	Significant errors/adjustments			
Information available to monitor performance				Readily available/useable by management on a timely basis	Somewhat available for use by management/information is of mixed quality or is untimely	Unavailable for use by management/information is hard to understand or apply on a timely basis			
Typical accounting analysis needed by management in this area				Few calculations/analysis	Moderate calculations/analysis	Extensive calculations/analysis			
Overall nature of issues, errors or adjustments				A virtually problem free area	Problems occur from time to time of varying significance	Problems persist, can be significant/demand high management intervention			
AREA 6: MANAGEMENT'S CURRENT OUTLOOK – overall perceived likelihood of material adverse financial reporting risks within the next year for this process									
Management overall prognosis of material adverse risks for this process				Remote	Reasonably Possible	More Likely than Not			

Assessment performed by: _____

Date: _____

Single Audit Certification

Sub-Recipient Audit Requirements of the A-133 Single Audit (§200.502)

Agreement between the City of Lee's Summit Missouri and the Kansas Bureau of Investigation under the Midwest HIDTA CFDA #95.001 for the period of 01/01/2018 to 12/31/2019 in the amount of \$57,700.00.

The Kansas Bureau of Investigation is subject to the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133: Audits of States, Local Governments and Nonprofit Organizations. As such, OMB Circular A-133 requires the Kansas Bureau of Investigation to monitor our sub recipients of federal awards and determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations. This document must be completed and signed by the fiscal agent's organization.

Accordingly, we are requesting that you circle one of the numbers below, provide all appropriate documentation regarding your organization's compliance with the audit requirements, This is part of the sub recipient's grant agreement with the Kansas Bureau of Investigation.

Name of organization: City of Lee's Summit Missouri

Sub recipient's DUNS # _____ expires _____

Federal Employer Identification Number (FEIN): _____

Signature: _____

1. We have completed our OMB Circular A-133 audit for the fiscal year ending _____

Here is the link to our audit report. _____ If material exceptions were noted please enclose a copy of the responses and corrective actions taken.

2. We expect our OMB Circular A-133 audit for the fiscal year ending _____

to be completed by _____. A copy of our audit report will be forwarded to the Kansas Bureau of Investigation within 30 days of receipt of the report.

3. We are not subject to Circular A-133 audit because:

- a) We are a for-profit organization.
- b) We expend less than \$500,000 in federal awards annually.
- c) Other (please explain): _____

Single Audit Certification

Sub-Recipient Audit Requirements of the A-133 Single Audit (§200.502)

Agreement between the City of Lee's Summit Missouri and the Kansas Bureau of Investigation under the Midwest HIDTA CFDA #95.001 for the period of 01/01/2018 to 12/31/2019 in the amount of \$67,454.00.

The Kansas Bureau of Investigation is subject to the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133: Audits of States, Local Governments and Nonprofit Organizations. As such, OMB Circular A-133 requires the Kansas Bureau of Investigation to monitor our sub recipients of federal awards and determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations. This document must be completed and signed by the fiscal agent's organization.

Accordingly, we are requesting that you circle one of the numbers below, provide all appropriate documentation regarding your organization's compliance with the audit requirements. This is part of the sub recipient's grant agreement with the Kansas Bureau of Investigation.

Name of organization: City of Lee's Summit Missouri

Sub recipient's DUNS # 03-071-5478 expires _____

Federal Employer Identification Number (FEIN): 44-6000208

Signature: *Debbie Woodelman*

1. We have completed our OMB Circular A-133 audit for the fiscal year ending 6/30/2018

Here is the link to our audit report. (see below) If material exceptions were noted please enclose a copy of the responses and corrective actions taken.

2. We expect our OMB Circular A-133 audit for the fiscal year ending _____

to be completed by _____. A copy of our audit report will be forwarded to the Kansas Bureau of Investigation within 30 days of receipt of the report.

3. We are not subject to Circular A-133 audit because:

- a) We are a for-profit organization.
- b) We expend less than \$500,000 in federal awards annually.
- c) Other (please explain): _____

<https://cityofls.net/finance-budget-taxes/financial-reports/single-audit>

Packet Information

File #: TMP-1151, **Version:** 1

An Ordinance Authorizing the Execution of a Sole Source Agreement between the City of Lee's Summit, Missouri and Idemia Identity and Security USA, LLC, in the Amount of \$52,736.00 for the use of two LiveScan Systems.

Issue/Request:

An Ordinance Authorizing the execution of a sole source agreement between the City of Lee's Summit, Missouri and Idemia Identity and Security USA, LLC, in the amount of \$52,736.00 for the use of two LiveScan Systems.

Background/ Key Issues:

The City of Lee's Summit Police Department ("LSPD") has two LiveScan systems that it uses to take fingerprints. The systems are currently maintained by Morpho Trak, LLC through June 30, 2019. In 2018, the LSPD was notified that Morpho Trak, LLC was being bought out by Idemia Identity and Security USA LLC ("Idemia") and that Idemia would not provide maintenance services to the City's existing LiveScan system after the City's contract expires on June 30, 2019. In order to stay compliant with Missouri statutes regarding criminal history and fingerprinting, the City needs to update the equipment.

The City wishes to enter into a sole source agreement with Idemia to purchase services to install two new ELSA LiveScan systems to replace the City's current systems. Under the Agreement, Idemia will lease two new LiveScan systems to the LSPD for a five-year term and provide maintenance and support services for the new systems. By moving to the new system, the City will stay compliant with all state and FBI mandated changes regarding software operating system, support, and functionality.

Idemia is the leader in the automated fingerprint identification system. The proposed Agreement qualifies as a sole source agreement because, by the nature of the proprietary hardware and software components and the overall system design, Idemia is the only current provider of fingerprint identification system that is specifically designed to work with the existing Missouri Highway Patrol automated fingerprint identification system.

Impact/Analysis:

The Agreement has a five-year term, and the total cost for the duration of the contract term is \$52,736.00. After the five-year term, the City will have the option to renew the agreement, allow it to expire, or purchase the systems outright.

Proposed City Council Committee Motion: I move to recommend to the City Council for approval an Ordinance Authorizing the execution of a sole source agreement between the City of Lee's Summit, Missouri and Idemia Identity and Security USA, LLC, in the amount of \$52,736.00 for the use of two LiveScan systems.

Proposed City Council Motion:

FIRST MOTION:

SECOND MOTION:

Major Curt Mansell, Police Department

Recommendation: Staff recommends approval.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 19-

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SOLE SOURCE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND IDEMIA IDENTITY AND SECURITY USA, LLC, IN THE AMOUNT OF \$52,736.00 FOR THE USE OF TWO LIVESCAN SYSTEMS.

WHEREAS, the City of Lee's Summit Police Department ("LSPD") currently uses a LiveScan system that allows the LSPD to scan fingerprints and enter them into an identification system; and,

WHEREAS, the current maintenance contract for the City's LiveScan system expires June 30, 2019 and are no longer eligible for maintenance and support services; and,

WHEREAS, City of Lee's Summit, Missouri ("City") desires to enter into a service agreement and subscription plan for the LiveScan systems with , Idemia Identity and Security USA, LLC ("Idemia") whereby Idemia will lease two new LiveScan systems to the City and provide maintenance and support services for a five-year term; and,

WHEREAS, the City has received a grant award from the Missouri State Highway Patrol that will fund the first year of the five year subscription costs for the LiveScan systems and provide cost savings to the City; and,

WHEREAS, Idemia has specifically designed its system to work with the Missouri Highway Patrol automated fingerprint identification system; and,

WHEREAS, because of the proprietary nature of the equipment and services it is desirable to enter into such agreement as a sole source provider.

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

SECTION 1. The sole source agreement for the use, installation, and technical support of the LiveScan systems by and between Idemia Identity and Security USA, LLC and the City of Lee's Summit, Missouri in the amount of \$52,736.00 over a five-year term, a copy of which is attached hereto as Exhibit A, is approved, and the City Manager is authorized to execute the same by and on behalf of the City.

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

SECTION 3. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council for the City of Lee's Summit. Missouri, this _____ day of _____ 2019.

BILL NO. 19-

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Public Safety
Beth Murano



SERVICE AGREEMENT

Idemia Identity and Security USA LLC ("IDEMIA"), (formerly MorphoTrak, LLC) a Delaware limited liability corporation, having a principal place of business at 5515 E. La Palma Ave., Ste 100, Anaheim, CA 92807, and THE CITY OF LEE'S SUMMIT, MISSOURI ("Customer"), a Missouri Charter City organized and operating under the laws of the State of Missouri, having a place of business at 220 S.E. Green Street, Lee's Summit, MO 64063, enter into this Service Agreement ("Agreement"), pursuant to which Customer will purchase and IDEMIA will sell the services as described below and in the attached exhibits. IDEMIA and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	"Description of Covered Products"
Exhibit B	"Statement of Work"
Exhibit C	"Payment Schedule"
Exhibit D	"Software License Agreement"

Section 2. DEFINITIONS

"Contract Price" means the price for the Services, exclusive of any applicable sales or similar taxes and freight charges.

"Default" means failure by either party to perform a material obligation under this Agreement.

"Effective Date" means that date upon which the last party to sign this Agreement has executed it.

"Equipment" means the physical hardware supplied by IDEMIA as outlined in the attached Description of Covered Products, and any related goods or material used by the IDEMIA to provide the Services.

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by IDEMIA or the IDEMIA Software infringes upon the third party's United States patent or copyright.

"IDEMIA" means IDEMIA, LLC.

"IDEMIA Software" means Software that IDEMIA owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-IDEMIA Software" means Software that a party other than IDEMIA owns.

"Operational Use" means when Customer first uses the System to perform functions as outlined in the attached Statement of Work.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Services.

“Patch” means a specific change to the Software that does not require a Release.

“Principal Period of Maintenance” or “PPM” means the specified days and times, as set forth in the Statement of Work, that Services will be provided under this Agreement.

“Products” means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by IDEMIA.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by IDEMIA under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by IDEMIA or another party.

“Releases” means an Update or Upgrade to the IDEMIA Software and are characterized as “Supplemental Releases,” “Standard Releases,” or “Product Releases.” A “Supplemental Release” is defined as a minor release of IDEMIA Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the IDEMIA Software. Depending on Customer’s specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: “1.2.3”. A “Standard Release” is defined as a major release of IDEMIA Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: “1.2.3”. A “Product Release” is defined as a major release of IDEMIA Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: “1.2.3”. If a question arises as to whether a Product offering is a Standard Release or a Product Release, IDEMIA’s opinion will prevail, provided that IDEMIA treats the Product offering as a new Product or feature for its end user customers generally.

“Residual Error” means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

“Services” means those services described in the Statement of Work and provided under this Agreement.

“Site” means the premises where Products are delivered and/or installed, or where the Services are performed, not including IDEMIA’s premises from which it performs remote Services.

“Software” means the IDEMIA Software and Non-IDEMIA Software that is furnished with the System or Equipment.

“Specifications” means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

“Start Date” means the date on which the term of this Agreement begins on Effective Date. This is the date when Services commence and Service Fees are due.

“System” means the Products and Services provided by IDEMIA as a system as more fully described in the Statement of Work.

“System Acceptance” means the date on which installation and training has been completed at Customer site. Customer will sign an acceptance letter at this time.

“Technical Support Services” means the remote telephonic support provided by IDEMIA on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

“Update” means a Supplemental Release or a Standard Release.

“Upgrade” means a Product Release.

Section 3. SCOPE AND TERM OF SERVICES

3.1. SCOPE OF SERVICES. In accordance with the provisions of this Agreement and in consideration of payment by Customer of the Service Fee, IDEMIA will provide, ship, and install (if applicable) the Equipment described in the Description of Covered Products, and perform its other contractual responsibilities, all in accordance with this Agreement and the attached Statement of Work. As explained in further detail below, notwithstanding the placement of the Equipment in the Customer’s facility, title to and ownership of the Equipment shall remain in IDEMIA’s name, and Customer shall act as a responsible bailee for the Equipment. Customer will perform its contractual responsibilities in accordance with this Agreement and the attached Statement of Work.

3.2. CHANGE ORDERS. IDEMIA will provide the products as outlined in the attached Description of Covered Products and perform the Services as outlined in the attached Statement of Work. Either party may request changes outside the scope of work detailed in this Agreement. If a requested change causes an increase or decrease in the annual Service Fee or time required to perform this Agreement, IDEMIA and Customer will agree to an equitable adjustment of the Contract Price, schedule, or both, and will reflect such adjustment in a change order. Neither party is obligated to perform requested changes unless both parties execute a written change order.

3.3. TERM. Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue for a period of five (5) years from the date of Initial System Acceptance (the “Term”). Upon expiration of this Term, the Customer shall have the following options:

- Agency may renew the LSaaS contract at the end of year 5 at the same rate and receive new systems with the same configuration.
- Purchase the systems outright for \$3,200.00 each at the end of year 5 and optionally enter into a maintenance agreement at the current maintenance rates at the time of “buy out”; maintenance options available for 9x5 and 24x7.
- Let the contract expire at the end of year 5; IDEMIA will remove the equipment.

3.4. IDEMIA SOFTWARE. Any IDEMIA Software, including subsequent Releases, is licensed to Customer for the Term of this Agreement solely in accordance with the Software License Agreement, attached hereto as Exhibit D. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.5. NON-IDEMIA SOFTWARE. Any Non-IDEMIA Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to IDEMIA the right to sublicense the Non-IDEMIA

Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. IDEMIA makes no representations or warranties of any kind regarding Non-IDEMIA Software. Non-IDEMIA Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement.

3.6. **SUBSTITUTIONS.** At no additional cost to Customer, IDEMIA reserves the right to substitute any Equipment, Software, or services to be provided by IDEMIA, provided that the substitute meets or exceeds the specifications outlined in the Statement of Work and is of equivalent or better quality to the Customer. Any such substitution will be reflected in a written change order signed by both parties.

3.7. When IDEMIA performs Services at the Customer Site, Customer agrees to provide to IDEMIA, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. The Customer shall cooperate to provide all information pertaining to the hardware and software with which the Products are interfacing to enable IDEMIA to perform its obligations under this Agreement.

3.8. IDEMIA will provide to Customer Technical Support Services and Releases as follows:

3.8.1. IDEMIA will provide Technical Support Services and correction of Residual Errors during the PPM in accordance with the Statement of Work. Any Technical Support Services that are performed by IDEMIA outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.8.2. IDEMIA will provide Customer, without additional license fees, an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or Non-IDEMIA Software provided by IDEMIA in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.8.3. IDEMIA will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by IDEMIA in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.8.4. IDEMIA does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at IDEMIA's then current rates for professional services.

3.8.5. IDEMIA's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, IDEMIA will provide Technical Support Services for a Severity Level 1 or 2 (defined in the Statement of Work) error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.9. The Services described in this Agreement are the only covered services. These Services specifically exclude and IDEMIA shall not be responsible for:

3.9.1. Any service work required due to environmental conditions, incorrect, or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.9.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by IDEMIA's representatives.

3.9.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.9.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.9.5. Accessories, custom or special products; modified units; or modified Software.

3.9.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by IDEMIA or the failure of the System due to extraordinary uses.

3.9.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by IDEMIA.

3.9.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.9.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.9.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.9.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.9.12. Operational supplies, including but not limited to, printer ink, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any and all consumable items and supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.9.13. Non-IDEMIA software unless specifically listed on the Description of Covered Products.

3.9.14. Support of any interface(s) beyond IDEMIA-provided port or cable, or any services that are necessary because Non-IDEMIA hardware, software or supplies fail to conform to the specifications concerning the Products.

3.9.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.9.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.10. The Customer hereby agrees to:

3.10.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.10.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per IDEMIA's recommended backup procedures.

3.10.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.10.4. Appoint one or more qualified employees to perform system administration duties, including acting as a primary point of contact to IDEMIA's customer support organization for reporting and verifying problems, and performing System backup. At least one member of the system administrator group should have completed IDEMIA's training. The combined skills of this system administrator group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and standalone personal computer hardware. The system administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level, as defined in the Statement of Work. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the system administrator before reporting them to IDEMIA. Customer shall assist IDEMIA in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact IDEMIA's Customer Support Center by telephone, but the System administrator must follow up with IDEMIA's Customer Support as soon as practical thereafter.

3.11. Customer shall permit and cooperate with IDEMIA so that IDEMIA may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. IDEMIA will limit the number of audits to no more than one (1) per year; provided that the IDEMIA may audit more frequently to the extent necessary to ensure the Operational Use of the System.

3.12. If Customer replaces, upgrades, or modifies software that interfaces with the covered Products, IDEMIA and Customer will agree to an equitable adjustment to the annual Service Fee to reflect any changes necessary to the IDEMIA provided Equipment or related Services.

3.13. Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the IDEMIA.

Section 4. PRICING, PAYMENT AND TERMS

4.1. CONTRACT PRICE. The total Contract Price in U.S. dollars is (\$52,736), and shall be paid on an annual Service Fee basis as outlined in the Exhibit C, Payment Schedule. The first annual Service Fee payment has been paid by the Missouri State Highway Patrol under PO PG812HP099000038.

4.2. INVOICING AND PAYMENT. IDEMIA will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to IDEMIA within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. For Customer's reference, the IDEMIA Federal Tax Identification Number for is 27-4388807.

4.3. FREIGHT, TITLE, AND RISK OF LOSS. All freight charges will be pre-paid by IDEMIA and added to the invoices. Title to the Equipment and Software shall not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer Site. IDEMIA will pack and ship all Equipment in accordance with good commercial practices.

4.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

City of Lee's Summit, Missouri

Attn: Accounts Payable Contract #

220 S.E. Green Street

Lee's Summit, Missouri 64063

The city which is the ultimate destination where the Equipment will be delivered to Customer is:

City of Lee's Summit, Missouri

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Adult Booking

Lee's Summit Police Department

10 N.E. Tudor Rd.

Lee's Summit, Missouri 64086

Juvenile Booking

Lee's Summit Police Department

10 N.E. Tudor Rd.

Lee's Summit, Missouri 64086

Customer may change this information by giving written notice to IDEMIA.

4.5 CUSTOMER AS BAILEE. IDEMIA makes available for use to Customer, and Customer accepts such bailment from IDEMIA, the Equipment for the duration of the Term, and subject to the conditions, of this Agreement. For the avoidance of doubt, title to the Equipment is and will remain vested in IDEMIA, and Customer will not (i) acquire any title or other interest in the Equipment, or any right except the limited and conditional right to use as expressly set forth herein, (ii) permit any lien, encumbrance or security interest of any kind and in any amount to attach to the Equipment, (iii) permit the Equipment to be subjected to any interchange or pooling agreement, or (iv) permit the Equipment to be operated by or to be in the possession of any person other than Customer. Upon the expiration of this Agreement for any reason whatsoever, Customer shall return the Equipment to IDEMIA and assist IDEMIA in any actions reasonably required for IDEMIA to obtain physical possession of the Equipment.

4.6. AUTHORIZING FILING OF UCC STATEMENTS. Customer authorizes IDEMIA to file UCC-1 statements, and any other financing statements or related documents naming Customer as "Debtor" and describing the Equipment in all appropriate jurisdictions and, if applicable, to notify, in

accordance with applicable law, any existing creditors of Customer with respect to the consignment arrangements contemplated hereby. Such documents will be filed for the purpose of providing notice of Customer's limited and conditional right to use the Equipment hereunder. The cost of such filing will be paid by the Customer.

SECTION 5. SITES AND SITE CONDITIONS

5.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide (i) a designated project manager; (ii) all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the Sites; and (iii) access to the Sites identified in the Statement of Work or as reasonably requested by IDEMIA so that it may perform its duties in accordance with the Statement of Work.

5.2. SITE CONDITIONS. Customer will ensure that all Sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, Customer will ensure that these Sites will have (i) adequate physical space for the installation, use and maintenance of the System; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the System; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the System, including modem access, and adequate interfacing networking capabilities. Before installing the Equipment or Software at a Site, IDEMIA will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section 5.

5.3. SITE ISSUES. If IDEMIA or Customer determines that the Sites identified in the Statement of Work are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Statement of Work, IDEMIA and Customer will promptly investigate the conditions and will select replacement sites or adjust the installation plans and Statement of Work as necessary. If such change in Sites or adjustment to the installation plans and Statement of Work causes a change in the cost or time to perform, the parties will equitably amend the annual Service Fee or schedule, or both, by a change order.

SECTION 6. TRAINING

Any training to be provided by IDEMIA to Customer under this Agreement will be included as part of system installation. Customer will notify IDEMIA immediately if a date change for a scheduled training program is required. If IDEMIA incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, IDEMIA is entitled to recover these additional costs.

SECTION 7. ACCEPTANCE

7.1. SYSTEM ACCEPTANCE

System Acceptance will occur upon completion of installation, training and testing indicating that the system is ready for Operational Use. Operational Use occurs when the System has been fully-implemented and the Customer may begin use of the System in the operational environment. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance. These minor omissions or variances will be corrected according to a mutually agreed schedule by Customer and IDEMIA.

SECTION 8. LIMITED WARRANTY AND DISCLAIMERS OF WARRANTY

8.1. IDEMIA warrants to Customer that the Equipment: (a) upon System Acceptance will be operable, and (b) when properly installed, operated, and maintained in accordance with IDEMIA's and manufacturer's recommendations and the terms of the Agreement, will remain operable. As more fully set forth in Article 4 of this Agreement, ownership of the Equipment shall remain with IDEMIA throughout the Term of the Agreement. IDEMIA also warrants to Customer that any Services IDEMIA is required to perform pursuant to the Agreement will be performed in a competent manner. If any failure to meet these warranties appears during the Term, or any failure to meet the Services warranty described above appears within thirty (30) days of performance of the particular Services and during the Term of the Agreement, Customer shall promptly notify IDEMIA in writing and IDEMIA shall within a reasonable amount of time under the circumstances, in its own discretion: (i) repair or replace, at IDEMIA's option, Equipment that does not meet the Equipment warranty and/or (ii) re-perform the defective Service to the extent practicable. This Section 8 sets forth the sole and exclusive remedies for all claims based on failure of or defect in Equipment or Services whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), or other contractual or extra contractual liability of any nature, strict liability or otherwise, and under any system, theory or principle of law.

8.2. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, IDEMIA MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER OR ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, WARRANTIES REGARDING THE SIZE, DESIGN, CAPACITY, CONDITION, QUALITY, DURABILITY, SUITABILITY, MANUFACTURE OR PERFORMANCE OF THE EQUIPMENT OR SERVICES, OR PATENT OR INTELLECTUAL PROPERTY INFRINGEMENT OR THE LIKE. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

SECTION 9. DELAYS

9.1. FORCE MAJEURE. Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

9.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If the Performance Schedule is delayed because of Customer (including any of its other contractors), (i) Customer will make the promised payments according to the Payment Schedule as if no delay occurred; and (ii) the parties will execute a change order to extend the schedule and, if requested by IDEMIA, compensate IDEMIA for all reasonable charges incurred because of such delay. Delay charges may include costs incurred by IDEMIA or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

SECTION 10. DISPUTES

10.1. **SETTLEMENT PREFERRED.** IDEMIA and Customer, through their respective project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by IDEMIA and Customer within thirty (30) days after notice by one of the parties demanding non-binding mediation. IDEMIA and Customer will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. If the dispute is of technical nature, either party may request for the matter to be referred to a panel of subject matter experts, using as guidelines characteristics of similar systems or technology, as well as industry standards.

The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

10.2. **LITIGATION.** Any claim relating to intellectual property or breach of confidentiality provisions and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation as described above in Section 10.1 may be submitted by either party to a court of competent jurisdiction in the state of Missouri. Each party consents to jurisdiction over it by such a court, and specifically waives any right to raise a jurisdictional or venue related defense to such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if (i) good faith efforts to resolve the dispute under these procedures have been unsuccessful; or (ii) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees, customers, suppliers, or subcontractors.

SECTION 11. DEFAULT AND TERMINATION

11.1. **DEFAULT BY A PARTY.** If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in Default (unless a Force Majeure causes such failure) and may assert a Default claim by giving the non-performing party a written and detailed notice of Default. Except for a Default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of Default to either (i) cure the Default or (ii) if the Default is not curable within thirty (30) days, to provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Customer is the defaulting party, IDEMIA may stop work on the project until it approves the Customer's cure plan. For technical matters, the determination of failure to perform a material obligation may be referred by either party to a panel of subject matter experts, using as guidelines characteristics of similar systems or technology, as well as industry standards.

11.2. **FAILURE TO CURE.** If, within thirty (30) days of receiving notice of a claim of Default, a defaulting party fails to cure the Default, or fails to provide a written cure plan as provided in Section 11.1 above, unless otherwise agreed to in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of such termination, the defaulting party will promptly return to the non-defaulting party any of its Confidential Information (as defined in Section 14.1).

11.3. **FAILURE TO CURE BY CUSTOMER.** In the event that Customer fails to immediately cure any past due Service Fee when due; or cure any Default, or provide a written cure plan, each as provided in Section 11.1 above then IDEMIA may terminate this Agreement and Customer will

indemnify the IDEMIA for the Service Fee due up to the date of termination. In addition, Customer must immediately return, at Customer's expense, all IDEMIA provided Equipment to IDEMIA.

11.4. **TERMINATION BY CUSTOMER.** Customer may terminate this Agreement for IDEMIA's Default, failure to cure, or failure to provide a written cure plan, as outlined in Section 11.1 above only. Customer will indemnify the IDEMIA for costs incurred up to the point of termination.

11.5. **EFFECT OF TERMINATION.**

11.5.1. In the event that IDEMIA terminates this Agreement for Customer's Default as in this Section 11.1 above, IDEMIA may, in addition to the rights listed in 11.3 above, require Customer, at Customer's expense, to promptly return all or any portion of Equipment provided by IDEMIA to Customer. In addition, IDEMIA may enter the Customer's Site(s) where the Equipment is located and take immediate possession and remove some or all of it, all without any IDEMIA liability to Customer; or IDEMIA may exercise any other right or remedy available to it under any applicable law. No right or remedy of IDEMIA referred to in this Section 11 is exclusive, but each is cumulative and in addition to any other right or remedy otherwise available to IDEMIA at law or in equity.

11.5.2. In the event that Customer terminates this Agreement for IDEMIA's Default as outlined in Section 11.1 above, Customer will allow IDEMIA to immediately remove and take possession of all IDEMIA provided Equipment located at the Customer's Site(s). Title to IDEMIA provided Equipment will not pass to Customer in the event of IDEMIA Default. No right or remedy of Customer referred to in this Section 11 is exclusive, but each is cumulative and in addition to any other right or remedy otherwise available to Customer at law or in equity.

11.6 **BUYOUT OPTION.** Upon expiration of this Agreement after the Term and any subsequent renewals as outlined in Section 3.3 above, the Customer shall have the option to purchase the IDEMIA provided Equipment at a discounted rate upon the agreement of IDEMIA. If Customer elects this Buyout Option, Customer and IDEMIA will enter into a separate agreement for the provision of maintenance services related to the Equipment. The Buyout option at the end of the initial 5 year term is \$3,200. If at the end of the initial 5 year term the Customer does not extend this Agreement or exercise the Buyout option IDEMIA will remove the items listed in Exhibit A Description of Covered Products.

SECTION 12. INDEMNIFICATION

12.1. **GENERAL INDEMNITY BY CUSTOMER.** To the extent permitted by law, and in no event in excess of limitations established by Section 537.610 of the Missouri Revised Statutes; Customer will indemnify and hold IDEMIA harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against IDEMIA to the extent it is caused by the Customer's mishandling of the Equipment or the System, or the Customer's negligence or willful misconduct, or any of those actions by the Customer's subcontractors, or their employees or agents, while performing their duties under this Agreement, provided that IDEMIA gives Customer prompt, written notice of any such claim or suit. IDEMIA shall cooperate with Customer in its defense or settlement of such claim or suit. This section sets forth the full extent of Customer's general indemnification of IDEMIA from liabilities that are in any way related to this Agreement.

12.3. **PATENT AND COPYRIGHT INFRINGEMENT.**

12.3.1. IDEMIA will defend at its expense any suit brought against Customer to the extent that it is based on an Infringement Claim, and IDEMIA will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. IDEMIA's duties to defend and indemnify are conditioned upon: (i) Customer promptly notifying IDEMIA in writing of such

Infringement Claim; (ii) IDEMIA having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) Customer providing to IDEMIA cooperation and, if requested by IDEMIA, reasonable assistance in the defense of the Infringement Claim.

12.3.2. If an Infringement Claim occurs, or in IDEMIA's opinion is likely to occur, IDEMIA may at its option and expense procure for Customer the right to continue using the Equipment or IDEMIA Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for such Equipment or IDEMIA Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and IDEMIA Software.

12.3.3. IDEMIA will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or IDEMIA Software with any software, apparatus or device not furnished by IDEMIA; (ii) the use of ancillary equipment or software not furnished by IDEMIA and that is attached to or used in connection with the Equipment or IDEMIA Software; (iii) any Equipment that is not IDEMIA's design or formula; (iv) a modification of the IDEMIA Software by a party other than IDEMIA; or (v) the failure by Customer to install an enhancement release to the IDEMIA Software that is intended to correct the claimed infringement. The foregoing states the entire liability of IDEMIA with respect to infringement of patents and copyrights by the Equipment and IDEMIA Software or any parts thereof.

SECTION 13. LIMITATION OF LIABILITY

13.1. IDEMIA LIABILITY. This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, IDEMIA's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT IDEMIA WILL NOT be liable for any commercial loss; inconvenience; loss of use, time, data, goodwill, revenues, profits or savings; or other SPECIAL, incidental, punitive, INDIRECT, OR consequential damages IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY IDEMIA PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

13.2. CUSTOMER LIABILITY. To the extent permitted by law, and in no event in excess of limitations established by Section 537.610 of the Missouri Revised Statutes; Customer shall be liable to IDEMIA for all loss of or damage to Equipment, as described in the attached Description of Covered Products, during the term of this Agreement. Customer shall give IDEMIA prompt notification of any such loss or damage. In the event of such loss or damage and upon demand by IDEMIA, Customer shall pay to IDEMIA the cost either, at IDEMIA's option, to repair or to replace the Equipment. Customer shall also be liable for the total value of the System in the event that this Agreement is terminated for any reason prior to the Term of the Agreement as outlined in Section 3.3.

SECTION 14. INSURANCE REQUIREMENTS

14.1. LIABILITY INSURANCE. Customer shall obtain, at its expense, and shall at all times during which Equipment is at the Customer's Site or otherwise in Customer's possession or control maintain, comprehensive commercial general/public liability insurance, in broad form including coverage for liability assumed under contract, providing coverage for bodily injury, including death, and property damage of any person or persons, including, but not limited to, agents or employees of Buyer, arising

from Equipment or its possession, use, operation, maintenance, storage, transportation, installation, dismantling or servicing, with a combined single limit of not less than \$1,000,000.00.. IDEMIA shall be named as an additional insured, and the liability insurance shall be primary with respect to any other liability insurance maintained by IDEMIA.

14.2. **PROPERTY INSURANCE.** Customer shall obtain, at its expense, and shall at all times during which the Equipment is at the Customer's Site or otherwise in Customer's possession or control maintain, property insurance covering Equipment against all risks, loss or damage, in such form and with such insurers as shall be satisfactory to or specified by IDEMIA, in an amount not less than the full replacement cost of all Equipment. IDEMIA shall be named as an additional named insured and loss payee as IDEMIA's interests may appear upon the property insurance and the property insurance shall be primary with respect to any other property insurance maintained by IDEMIA.

14.4. Customer shall, at least two business days prior to the arrival of Equipment at the Customer's Site, and upon demand by IDEMIA from time to time thereafter, furnish IDEMIA with a certificate of insurance demonstrating that the required insurance coverages are in effect.

14.5. **SUBROGATION.** In the event of any loss or damage to Equipment, in addition to its other rights, IDEMIA will be subrogated to any right of Customer to recover against any person or entity with respect to such loss or damage. Customer will cooperate fully in the prosecution of such rights and will neither take nor permit to be taken any action to prejudice such rights.

SECTION 15. CONFIDENTIALITY, PROPRIETARY RIGHTS, AND RIGHTS IN DATA

15.1. CONFIDENTIAL INFORMATION.

15.1.1. During the term of this Agreement, the parties may provide each other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

15.1.2. Each party will: (i) maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1. IDEMIA, the third party manufacturer of any Equipment, and the copyright owner of any Non-IDEMIA Software own and retain all of their respective Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of IDEMIA, any copyright owner of Non-IDEMIA Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in IDEMIA, and this Agreement does not grant to Customer any shared development rights of intellectual property.

15.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in the Proprietary Rights of IDEMIA. Customer agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

15.3 RIGHTS IN DATA

15.3.1. All materials, documents, data or information obtained from the Customer data files or any Customer medium furnished to the IDEMIA in the performance of this Contract will at all times remain the property of the Customer. Such data or information may not be used or copied for direct or indirect use by the IDEMIA after completion or termination of this Agreement without the express written consent of the Customer. All materials, documents, data or information, including copies, must be returned to the Customer at the end of this Agreement.

SECTION 16. MISCELLANEOUS

16.1. TAXES. The Contract Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on IDEMIA's income or net worth), all of which will be paid by Customer except as exempt by law. If IDEMIA is required to pay or bear the burden of any such taxes, it will send an invoice to Customer and Customer will pay to it the amount of such taxes (including any applicable interest and penalties) within twenty (20) days after the date of the invoice.

16.2. ASSIGNABILITY. Customer may not assign this Agreement without the prior written consent of IDEMIA. Any attempted assignment in contravention of this Section 16.2 shall be null and void. IDEMIA may assign this Agreement without the prior written consent of Customer. ,

16.3. SUBCONTRACTING. IDEMIA may subcontract any portion of the work, but such subcontracting will not relieve IDEMIA of its duties under this Agreement.

16.4. WAIVER. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

16.5. SEVERABILITY. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

16.6. INDEPENDENT CONTRACTORS. Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

16.7. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

16.8. GOVERNING LAW. This Agreement, and any issues relating hereto or disputes arising hereunder, and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the state of Missouri.

16.9. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

16.10. NOTICES. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

Customer

Commander of Support Services

Lee's Summit Police Department

10 N.E. Tudor Road

Lee's Summit, MO 64086

IDEMIA

5515 E. LaPalma Ave., suite 100

Anaheim, CA

92807

16.11. COMPLIANCE WITH APPLICABLE LAWS. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the Equipment.

16.12. AUTHORITY TO EXECUTE AGREEMENT. Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any governing authority of the party.

16.13. APPROPRIATION: Any party to this Agreement's obligations under this Agreement shall cease immediately, without penalty of further payment being required, in any year for which funding for the subject of this Agreement fails to be appropriated and that party's obligations under this

Agreement shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to meet such obligations. Any such party shall give notice of such termination of funding as soon as practicable after it becomes aware of the failure of funding.

16.14. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

16.15. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

16.16. SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Section 3.4 (IDEMIA Software); Section 3.5 (Non-IDEMIA Software); if any payment obligations exist, Sections 4.1, 4.2 (Contract Price and Invoicing and Payment), 4.5 (Customer as Bailee) and 4.6 (Authorizing Filing of UCC Statements); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 15 (Confidentiality, Proprietary Rights, and Rights in Data); and all of the provisions in Section 16.

SECTION 17. AGREEMENT EXECUTION

The parties hereby enter into this Agreement as of the Effective Date.

IDEMIA :

NAME ("CUSTOMER")

Signed_____

Signed_____

Name_____

Name Stephen Arbo

Title_____

Title City Manager

Date_____

Date_____

Phone_____

Phone 816-969-1023

Email_____

Email Stephen.Arbo@cityofls.net

Exhibit A DESCRIPTION OF COVERED PRODUCTS

Lee's Summit PD will receive two (2) livescan systems under this agreement. The following table lists the Products that will be provided by IDEMIA and covered under the Agreement:

Adult Booking

Morpho LiveScan Station Application Software
FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner
Computer, monitor, keyboard
Mug Photo Capture
FBI Certified Duplex Card printer (Finger & Palm)
Foot pedal for hands free advancement
Standard Missouri Workflows and Profiles
2-Finger FAST ID
Installation / On-site Training
Freight

Juvenile Booking

Morpho LiveScan Station Application Software
FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner
Computer, monitor, keyboard
Mug Photo Capture
FBI Certified Duplex Card printer (Finger & Palm)
Foot pedal for hands free advancement
Standard Missouri Workflows and Profiles
2-Finger FAST ID
Installation / On-site Training
Freight

Exhibit B STATEMENT OF WORK

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.

The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services

Exhibit C Payment Schedule

5 year contract with 9 x 5 (Monday thru Friday, excluding holidays) On-site Advantage Solution Maintenance for two (2) Livescan systems:

- Year 1 payment of \$0 (paid by Missouri State Highway Patrol)
- Year 2 payment of \$13,184 due 12 months after Effective Date of this contract
- Year 3 payment of \$13,184 due 12 months after Year 2 payment
- Year 4 payment of \$13,184 due 12 months after Year 3 payment
- Year 5 payment of \$13,184 due 12 months after Year 4 payment

- Cumulative 5 year cost to Customer for service provided by this contract = \$52,736

Exhibit D SOFTWARE LICENSE AGREEMENT

In this Exhibit D, the term "Licensor" means IDEMIA, LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (Service Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1 DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (Service Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2 SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3 GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4 LIMITATIONS ON USE

4.1 Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2 Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3 Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

SECTION 5 OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under

this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1 If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2 IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3 Warranty claims are described in the Primary Agreement.

6.4 The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

SECTION 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11 GENERAL

11.1 COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2 COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3 GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4 THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5 PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

SOLE SOURCE PURCHASE JUSTIFICATION

Submit this Form to the Purchasing Division for Approval Prior to Placing an Order

Date: 2/14/2019 Department: POLICE Requested By: Jim Green

Vendor Contacted & Address:

IDEMIA
5515 E. La Palma Ave Suite 207
Anaheim, CA 92807
888-488-4140

Phone Number:

Give a brief description of the item or service requested; why you feel it is unique and why no other source will meet the need (attach separate sheet/memo if needed):

To remain State compliant with Missouri State Statute, we are entering into a new lease and maintenance for hardware and software support for the LiveScan Booking stations, printers, mugshot capture and interface to Zuercher system. This 5 year subscription allows the department to lease the equipment instead of purchasing the equipment, saving the department over \$70,000 up front costs.

Estimated Annual Cost:

\$ 4/1/2019-3/31/2020 - \$0 (Paid for
by the Missouri State Highway Patrol)
4/1/2020-3/31/2021 - \$13,184
4/1/2021-3/31/2022 - \$13,184
4/1/2022-3/31/2023 - \$13,184
4/1/2023-3/31/2024 - \$13,184

Was the request budgeted? ☒ Yes ☐ No

Term of this sole source is: April 1, 2019

through March 31, 2024

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

Other Contacts

Their Responses:

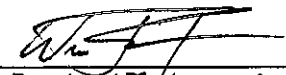
Name:		
Address:		
Phone #:		
Name:		
Address:		
Phone #:		


Was the manufacturer contacted for other distributors? ☒ Yes ☐ No

Please explain:

Idemia purchased our past vendor, Safran MorphoTrak. Idemia is the sole developer and distributor of this system leaving this vendor as the only company to be able to support and provide upgrade to this application.

I concur with the above explanations and approve this request:


Department Director Date: 2-25-19


Purchasing Manager Date: 2-26-19

City Clerk as approved by Council Date:

City Manager Date:

Park Administrator Date:

APPROVALS REQUIRED:

APPROVALS REQUIRED FOR ALL CITY DEPARTMENTS (EXCLUDING PARKS & RECREATION):

\$ 1,000 - \$ 9,999	Department Director & Purchasing Manager Approval
\$ 10,000 - \$ 19,999	Department Director, Purchasing Manager & City Manager Approval
\$ 20,000 & Above	Department Director, Purchasing Manager, City Manager & City Council Approval

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revised 3/29/02 bjp, 2/10/05 bjp, 2/1/07 bc, 9/13/07 bjp 8/29/08 bjp

APPROVALS REQUIRED FOR PARKS & RECREATION ONLY:

\$ 1,000 - \$ 9,999	Parks Administrator & Purchasing Manager Approval
\$ 10,000 - \$ 19,999	Purchasing Manager & Parks Administrator
\$ 20,000 & Above	Purchasing Manager , Parks Administrator & Park Board Approval

Packet Information

File #: TMP-1158, **Version:** 2

An Ordinance Approving the Award of RFP No. 2019-023 for the Interactive Voice Response System and Utility Payment System Upgrade to Paymentus Corporation and Authorizing the City Manager to Execute Agreements for the same by and on behalf of the City.

Issue/Request:

An Ordinance approving the award of RFP No. 2019-023 for the interactive voice response system and utility payment system upgrade to Paymentus Corporation and authorizing the City Manager to execute agreements for the same by and on behalf of the City.

Background:

The City currently accepts credit card payments made in person, over the telephone, or through the Water Utilities Department website. Water Utilities customers currently make approximately 12,000 payments a month through the existing web-based and interactive voice response ("IVR") systems, which accounts for thirty-eight percent (38%) of utility payments. Customer expectations continue to increase in terms of payment options, mobility, ease and security.

The City's currently uses CIS Infinity as the utility billing management system and InfinityLink to manage the online customer portal, which allows pending payment notifications, settlement reconciliations, transaction management and outbound notifications. The City has the following three major concerns with the current system:

1. IVR System is located on a physical server that is being phased out by the vendor due to age and functionality. This system is limited to four phone lines.
2. WEB/IVR payments are processed using two different software solutions that use the City's payment gateway to interact with merchant services. These systems occasionally have down times, which create issues with payments that time-out, duplicate entries, and increase costs in processing and reconciliations.
3. Limited functionality in both systems. The 4-line limitation of the current IVR result in busy signals for customers during peak times and limits the ability for the Utility to make outbound calls for notifications. The WEB system does not provide easy and fast processing of payments for customers with multiple accounts, secure e-check processing and consistency of system configuration with IVR system. Additional bank card providers have been requested by customers and a system that will allow users to store payment information to make repetitive payments.

To resolve these issues, the City issued RFP No. 2019-023 seeking a single-vendor service for automating its payment and customer notification processes. Six firms responded to the solicitation. After proposal review and subsequent demonstrations, presentations and interviews, the evaluation committee determined that Paymentus was the highest ranked firm.

Key Issues:

Paymentus provides the IVR solution and customer notification system. In addition, the Water Utilities department requires services from a payment processor and gateway.

Under the proposed agreement, Paymentus will provide City's customers with the option to make online payments, IVR phone payments, mobile payments, eBilling, outbound customer notifications (including high-volume call-outs), and credit card processing. This expands the City's payment options and ability to provide enhanced services to meet our customer's demands.

The Agreement has an initial term of three (3) years, with up to two, one-year renewal terms at the City's option.

Impact/Analysis:

The cost to implement the solution is free to the City, and the City will save money by eliminating payment gateway transaction fees and the elimination of current annual maintenance fees from Paymentus. The City may also save money through lower transactional costs than achieved through its current provider. Based on current number of payments, the savings for next Fiscal Year 2019-20 are anticipated to be nearly \$131,000.

Proposed Committee Motion:

I move to recommend to City Council for approval of an Ordinance approving the award of RFP No. 2019-023 for the interactive voice response system and utility payment system upgrade to Paymentus Corporation and authorizing the City Manager to execute agreements for the same by and on behalf of the City.

..Presenter

Brent Boice, Assistant Director of Business Services, Lee's Summit Water Utilities

Recommendation: Staff recommends approval of an Ordinance awarding RFP No. 2019-023 to Paymentus Corporation. Paymentus is uniquely qualified to provide our online and telephone payment solution due to their integration history with other CIS Infinity customers. The upgrade of the payment system is expected to lower costs and provide additional functions/features to enhance our delivery of that service.

Committee Recommendation:

AMENDED BILL NO.

AN ORDINANCE APPROVING THE AWARD OF RFP NO. 2019-023 FOR THE INTERACTIVE VOICE RESPONSE SYSTEM AND UTILITY PAYMENT SYSTEM UPGRADE TO PAYMENTUS CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City of Lee's Summit's ("City") current interactive voice response system ("IVR") used for electronic bill payments is being phased out and the software's vendor is not able to provide a replacement solution; and,

WHEREAS, the City is seeking an all-in-one, fully hosted payment solution from a single vendor in order to simplify contract oversight and administration, consolidate costs and deliver a more seamless experience for the City's customers; and,

WHEREAS, to acquire a replacement solution, the City, through the Procurement and Contract Services Division, issued RFP No. 2019-023 for the acquisition of an electronic bill payment system; and,

WHEREAS, RFP No. 2019-023 was advertised through the City's e-procurement system, Public Purchase, and, five (5) vendors were notified directly through email; and,

WHEREAS, of the proposals received, Paymentus Corporation was the highest ranked firm by the project evaluation committee.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby authorizes the award of RFP No. 2019-023 to Paymentus Corporation ("Paymentus").

SECTION 2. The City Council hereby approves and authorizes the City Manager, by and behalf of the City of Lee's Summit, Missouri, to execute the Paymentus Master Service Agreement between Paymentus and the City of Lee's Summit, Missouri, attached as "Exhibit A" and incorporated herein by reference, and all other documents necessary to effectuate such agreement, for the purpose of acquiring a new payment solution for utility billing.

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

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

AMENDED BILL NO.

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Operations and Management
Daniel R. White



MASTER SERVICES AGREEMENT

Client:	City of Lee's Summit, MO
Client Address:	220 SE Green, Lee's Summit, MO 64063
Contact for Notices to Client:	Teresa Wright
Estimated Yearly Bills / Invoices:	422,400

This Master Services Agreement ("Master Agreement") is entered into as of the Effective Date below, by and between the **Client** ("Client") identified above and **Paymentus Corporation**, a Delaware Corporation ("Paymentus").

WHEREAS Paymentus desires to provide and the Client desires to receive certain services under the terms and conditions set forth in this Agreement. Paymentus provides electronic bill payment services to utilities, municipalities, insurance and other businesses.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of this signature page, General Terms and Conditions, and the attachments ("**Attachments**") with schedules ("**Schedules**") listed below:

Schedule A: Paymentus Service Fee Schedule

Schedule B: Paymentus Additional Services

This Master Agreement, including the terms and conditions set forth in the City of Lee's Summit RFP No. 2019-023 that are attached as Schedule C represent the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of Paymentus or Client with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Client:

By: _____

Name: Stephen A. Arbo_____

Title: City Manager_____

Date: _____

Paymentus:

By: _____

Name: _____

Title: _____

Date: _____

GENERAL TERMS AND CONDITIONS

1 Definitions:

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 **"Agreement"** or **"Contract"** shall refer to this Master Agreement, as amended from time to time, which shall constitute an authorization for the term of this Master Agreement for Paymentus to be the exclusive provider of services, stated herein, for processing online and IVR payments to the Client.

1.2 **"User"** shall mean the users of the Client's services.

1.3 **"Effective Date"** shall be the last date upon which the parties signed this Agreement. The Agreement will not be effective against any party until the said date.

1.4 **"Launch Date"** shall be the date on which Client launches this service to the Users.

1.5 **"Payment"** shall mean payments by Users for Client's services or Client's bills.

1.6 **"Payment Amount"** shall mean the bill amount User wants to pay to the Client.

1.7 **"Services"** shall mean the performance of the Services outlined in section 2 of this Agreement.

1.8 **"Paymentus Authorized Processor"** shall mean a Paymentus authorized merchant account provider and payment processing gateway.

1.9 **"Average Bill Amount"** shall mean the total amount of Payments collected through Paymentus system in a given month divided by the number of the Payments for the same month.

2 Description of Services to be performed

2.1 **Scope of Services**

Paymentus shall provide Users the opportunity to make Payments by Visa, MasterCard, Discover, E-check and other payment methods as deemed necessary by Paymentus. Payments may be

made by Interactive Telephone Voice Response System ("IVR") or secure Internet interface provided at the Paymentus Corporation's web site or other websites part of Paymentus' Instant Payment Network ("WebSites"), collectively referred to as the ("System" or "Platform").

2.2 **Professionalism**

Paymentus shall perform in a professional manner all Services required to be performed under this Agreement.

3 Compensation

3.1 **No Cost Installation**

Paymentus will charge no fees related to the initial setup and personalization of its standard service for both Web and IVR interfaces.

3.2 **Paymentus Service Fee**

For each payment, Paymentus will charge a Paymentus Service Fee as per Schedule A (hereinafter called "Paymentus Service Fee").

For each payment, the Paymentus Service Fee collected will be used to pay the corresponding credit card transaction fees or transaction fees associated with debit cards or eChecks (hereinafter called "Transaction Fees") except for the return items (eCheck returns or Credit/Debit Card chargebacks).

A schedule of Paymentus Service Fee is attached hereto as Schedule A. The Paymentus Service Fee is based on the Average Bill Amount, current payment method mix (credit vs debit vs e-check) and on the assumption that the total number of payments and the total Payment Amount collected each month from the use of non-consumer cards shall be under 5% of the total per month ("Fee Assumptions"). Client shall be billed an additional Paymentus Service Fees based on the rate of 3.5% of the Payment Amount for any excess amount if the Fee Assumptions vary by more than 5%. Paymentus can amend this schedule upon prior written notice to the Client, if such change is required due to changes in the Visa and MasterCard regulations or changes in Credit Card fees or changes in the Average Bill Amount or changes in Fee Assumptions.

4 Payment Processing

4.1 Integration with Client's Billing System

At no cost to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. Paymentus platform is an independent full service fully hosted platform per PCI-DSS requirements for a fully hosted solution. As such, Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from Paymentus Agent Dashboard. If Client chooses to have Paymentus platform integrated with its billing system, Paymentus offers two options:

(i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); (or)

(ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration")

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Time is of the essence and Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus. Parties agree that if Client does not cooperate fully, it can lead to Paymentus being unable to perform its duties to deliver the integration in time.

If Client chooses Client Specific Integration, Paymentus agrees to develop such integration at no cost to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors to fully cooperate with Paymentus. Client agrees to provide all specification required for Client specific integration. Client further agrees to

participate in testing with Paymentus and if needed, cause its billing software vendors to participate in testing. Time is of the essence and Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors. Parties agree that if Client does not cooperate fully or is unable to cause its software vendors to cooperate fully with Paymentus, it can lead to Paymentus being unable to perform its duties to deliver the integration on time.

Based on Client's use of Paymentus platform and respective modules selected under this Agreement, Paymentus will require the following integration points:

- (i) For one-time Payment Module:
 - a. Customer Information – Text File or Real-time
 - b. Payment Posting – Text File or Real-time
- (ii) For Recurring Payment Module
 - a. Text File
- (iii) For E-billing Module
 - a. Billing Data - Text File or Real-time link to billing data
- (iv) For Outbound Notification
 - a. Audience File – Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

4.2 PCI Compliance

For PCI Compliance, Client has two options for using Paymentus platform:

- (i) Paymentus Fully Hosted Solution; or
- (ii) Any other configuration

To substantially reduce or eliminate any PCI compliance risks and to render all Client systems out of scope from PCI compliance requirements, Client agrees to use Paymentus' fully hosted service where Paymentus uses its own platform to capture Payments and to manage the entire (end to end) user experience from all channels for Payment acceptance: Web, Mobile, IVR, POS devices (per Paymentus recommended setup), recurring payments, Ebill Presentment ("Paymentus Fully Hosted Solution"). If Client chooses any other integration such as third party web pages integrated

with Paymentus APIs, third party gateway pages, or its own IVR systems or POS solution not recommended by Paymentus, or a cashiering module from third party, Client expressly agrees that Client shall not be exempt from PCI requirements and shall be liable for any data breaches occurring on Client's own systems as Client's recognizes that Client systems are participating in the transactions and are in scope for PCI compliance. Under such circumstances, Paymentus shall not be responsible for any PCI obligations outside of Paymentus's own platform and Paymentus expressly disclaims any PCI or security obligations related to Client systems or any third party systems that participate in the payment transactions that are outside of Paymentus Platform.

Paymentus highly recommends that Client uses Paymentus Fully Hosted Solution as outlined above to substantially reduce its PCI compliance and data breach risks.

If Client chooses to use any other option other than Paymentus Fully Hosted Solution, Client agrees and warrants that Client shall remain PCI compliant (that is, compliant with the Payment Card Industry Data Security Standard (PCI-DSS)) throughout the term of this Agreement. For clarity, just because Client uses PCI compliant applications such as its billing software, it does not eliminate the need for Client to be PCI compliant. Per PCI requirements, if a party's systems participate in processing, or accepting or storing card transactions, such party is required to be PCI compliant as the systems are in scope.

4.3 Explicit User Confirmation

Paymentus shall confirm the dollar amount of all Payments to be charged to a Users Consumer Card (VISA, Discover, or Mastercard) or Non-Consumer Card (cards which are issued for business use - corporate cards, purchase cards, business cards, travel and entertainment cards) and electronically obtain the User approval of such charges prior to initiating Card authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.4 Merchant Account

Paymentus will arrange for the Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of the credit card transactions.

4.5 Card Authorization

For authorization purposes, Paymentus will electronically transmit all Card transactions to the appropriate card associations in real time as the transactions occur.

4.6 Settlement

Paymentus together with its authorized Card processor shall forward the payment transactions to the appropriate card organizations for settlement directly to the Client's depository bank account previously designated by the Client (hereinafter the "Client Bank Account").

Paymentus will debit the Paymentus Service Fees from Client's account on a monthly basis. Paymentus agrees to provide a detailed report summarizing all charges.

Paymentus, together with the Paymentus Authorized Processor, will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

5 General Conditions of Services

5.1 Service Reports

Paymentus shall provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Client

Client will make Paymentus' Services available to its residential and commercial customers by different means of Client communication, including: a) through bills, invoices and other notices; b) by providing IVR and Web payment details on the Client's website including a "Pay Now" or similar link on a prominent place on the web site; c) through Client's general IVR/Phone system; and d) other channels deemed appropriate by the Client.

Paymentus shall provide Client with logos, graphics and other marketing materials for Client's use in its communications with its Users regarding the Services and/or Paymentus.

Both parties agree that Paymentus will be presented as a payment method option for Client's water utility services. Client will communicate Paymentus option to its end residential and commercial customers wherever Client usually communicates its other payment methods.

5.3 Independent Contractor

Client and Paymentus agree and understand that the relationship between both parties is that of an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide Services outlined in this Agreement, the Client shall co-operate with Paymentus by:

- (i) Client will enter into all applicable merchant Card or cash management agreements.
- (ii) For the duration of this Agreement, Client will keep a bill payment link connecting to Paymentus System at a prominent location on the Client website. The phone number for the IVR payment will also be added to the web site. Client will also add the IVR payment option as part of the Client's general phone system.
- (iii) User adoption marketing as described in 5.2.
- (iv) Within 30 days of the merchant account setup, Client will launch the service to the Users.
- (v) For the purpose of providing Client a posting file for posting to Client's billing system, Client will provide the file format specification currently used to post its payments to the billing system. Client will fully cooperate with Paymentus and provide the information required to integrate with Client's billing system.

6 Governing Laws

This Agreement shall be governed by the laws of the state of Missouri.

7 Communications

7.1 Authorized Representative

Each party shall designate an individual to act as a representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

7.2 Notices

All notices of any type hereunder shall be in writing and shall be given by Certified Mail or by a national courier or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Client

C/O: Applications Administrator

Address: 220 SE Green, Lee's Summit, MO 64063

Email: Teresa.Wright@cityofls.net

To Paymentus

C/O: President and CEO

Address: 13024 Ballantyne Corporate Place
Suite 450

Charlotte, NC 28277

Email: ceo@paymentus.com

Notices shall be declared to have been given or received on the date the notice is physically received if given by hand delivery, or if notices given by US Post, then notice shall be deemed to have been given upon 3 days after date said notice was post-marked and addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

7.3 Interpretation

It is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

7.4 Amendment of Agreement

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

7.5 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

7.6 Attorney's Fees

Should any litigation arise concerning this Agreement between the parties hereto, the parties

agree to bear their own costs and attorney's fees except as set forth in Section 8.1 of this Agreement.

7.7 Confidentiality

To the fullest extent permitted by law, Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains during the term of this Agreement about Paymentus' business, operations, financial condition, technology, systems, no-how, products, services, suppliers, Clients, marketing data, plans, and models, and personnel. Paymentus will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential User information it receives in connection with its performance of the services.

7.8 Intellectual Property

In order that the Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for such purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the WebSite) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

7.9 Force Majeure

The Parties will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Paymentus' reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including

telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

7.10 Time of the Essence

Paymentus and Client acknowledge and agree that time is of the essence for the completion of the Services to be performed and each parties respective obligations under this Agreement.

8 Indemnification

8.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Client and its governing officials, agents, employees, and attorneys (collectively, the "Client Indemnitees") from and against all liabilities, demands, fines, penalties, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee as a result or arising out of (i) the willful misconduct or negligence of Paymentus in performing the Services or (ii) a material breach by Paymentus of its covenants.

8.2 Client Indemnification and Hold Harmless

Intentionally omitted.

8.3 Warranty Disclaimer

Except as expressly set forth in this Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to the Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement..

8.4 Limitation of Liability

Notwithstanding the foregoing, the parties agree that neither party shall be liable to the other for any lost profits, lost savings or other special, indirect or consequential damages, even if the party has been advised of or could have foreseen the possibility of such damages. Paymentus' total liability for damages for any and all actions associated with this Agreement or the Services shall in no event exceed the amounts set forth in the insurance coverage limits by Paymentus' insurance policies as set forth in the RFP.

9 Term and Termination

9.1 Term

The term of this Agreement shall commence on the effective date of this Agreement and continue for a period of 3 (three) years ("Initial Term") from the Launch Date. Services under this Agreement shall begin within 30 days of the merchant account setup. At the end of the Initial Term, this Agreement will automatically renew for up to two successive one (1) year periods unless either Client or Paymentus provide the other party with no less than six (6) months prior written notice before such automatic renewal date that such party elects not to automatically renew the term of this Agreement.

9.2 Material Breach

A material breach of this Agreement shall be cured within 60 (sixty) days ("Cure Period") after a party notifies the other of such breach. In the event, such material breach has not been cured within the Cure

Period, the non-breaching party can terminate this Agreement by providing the other party with a 30 (thirty) days' notice.

9.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus shall cease all Services being provided hereunder unless otherwise directed by the Client in a writing that is signed by a person with authority to bind the City.



Schedule A – Paymentus Service Fee Schedule

Paymentus Service Fee charged to the Client will be based on the following model:

Utility Payments
<ul style="list-style-type: none">○ Absorbed Model○ Average Bill Amount: \$100.00○ Solution Components Include:<ul style="list-style-type: none">• IVR/Automated Phone Payments• Outbound Customer Notifications• Paymentus Payment Processing Services• Online One Time Pay (Responsive Web Design)• Customer Portal (Responsive Web Design)• Secure PDF ebill/Text-to-Pay• Paperless eBilling• Staff Portal○ Paymentus Service Fee<ul style="list-style-type: none">• Qualified Credit/Debit Card (Web and IVR) \$1.78 per transaction on Visa, MasterCard, Discover, American Express in all channels• Non Qualified Credit Card Transaction Fees (Web and IVR) 2.95% of sales volume per transaction on Visa, MasterCard, Discover, American Express in all channels• ACH/ eCheck \$0.50 per echeck/ACH transaction○ Chargebacks and returned checks - \$9.95 per item for each returned check/chargeback.

Note: Maximum Amount per Payment is **\$3,000.00**. Multiple payments can be made. Paymentus may apply different limits per transactions for user adoption or to mitigate risks.

Paymentus Service Fee charged to the Client will be based on the following model:

Government (Non-Utility) Payments
<ul style="list-style-type: none">○ Absorbed Model○ Average Bill Amount: Varies○ Solution Components Include:<ul style="list-style-type: none">• IVR/Automated Phone Payments• Outbound Customer Notifications• Paymentus Payment Processing Services• Staff Portal○ Paymentus Service Fee<ul style="list-style-type: none">• Credit/Debit Card Payments

Paymentus

<ul style="list-style-type: none">• 2.89% of sales volume per transaction on Visa, MasterCard, Discover in all channels• ACH/ eCheck<ul style="list-style-type: none">• \$0.50 per echeck/ACH transaction <ul style="list-style-type: none">○ Chargebacks and returned checks - \$9.95 per item for each returned check/chargeback.

Note: Maximum Amount per Payment is **\$25,000.00**. Multiple payments can be made. Paymentus may apply different limits per transactions for user adoption or to mitigate risks.

Paymentus Service Fee charged to the End User will be based on the following model:

Government (Non-Utility) Payments
<ul style="list-style-type: none">○ Convenience Fee Model○ Average Bill Amount: Varies○ Solution Components Include:<ul style="list-style-type: none">• IVR/Automated Phone Payments• Outbound Customer Notifications• Paymentus Payment Processing Services• Staff Portal○ Paymentus Service Fee<ul style="list-style-type: none">• Credit/Debit Card Payments<ul style="list-style-type: none">• 2.89% of sales volume per transaction on Visa, MasterCard, Discover in all channels• ACH/ eCheck<ul style="list-style-type: none">• \$0.50 per echeck/ACH transaction○ Chargebacks and returned checks - \$9.95 per item for each returned check/chargeback.

Note: Maximum Amount per Payment is **\$25,000.00**. Multiple payments can be made. Paymentus may apply different limits per transactions for user adoption or to mitigate risks.

Schedule B – Additional Paymentus Services

Outbound Notifications
<ul style="list-style-type: none">• Outbound Notifications include 4,000 (phone, email and/or text) messages per month; additional usage invoiced at \$0.20 per message.

Paymentus

Schedule C

Paymentus

June 26, 2018

Teresa Wright
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

Subject: **Sole Source Justification**

Dear Ms. Wright:

This letter serves to justify the sole source purchase of the Paymentus gateway, IVR & processing services.

The Paymentus payment gateway and processing services is the only recognized option from Harris Advanced Utility Systems (AUS) that will integrate seamlessly with your CIS solution including IVR.

The Paymentus gateway & processing will allow realtime processing of payments to be processed through our solution; and the same transaction will post immediately into the AUS application. Paymentus is the only vendor with IVR, cashiering, and payment processing behind link for v3 or v4 integrated with AUS.

Paymentus is excited to provide this mission-critical link that will help to enhance the user experience and increase the level of customer service visibility and decision-making processes.

If you have any questions, please do not hesitate to contact me by email at nhaskins@paymentus.com or by phone at 540-951-6462.

Sincerely,



Nicole Haskins
Director of Sales
Paymentus Corporation

ADVANCED UTILITY SYSTEMS

November 16, 2018

City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

DeeDee Tschirhart:

We understand that Lee's Summit is currently evaluating companies for electronic payment processing services that will potentially integrate to the Advanced Utility Systems CIS Infinity. Paymentus has a long standing partnership with Harris and we wanted to take the time to recommend their consideration in the evaluation process.

Strategic partnerships are a cornerstone for Harris / Advanced Utility Systems. Our practice is to create add-on applications where we possess domain expertise and partner where there is a clear advantage for our customers. In the case of EBPP/ Merchant Services, the strength and flexibility of Paymentus' software made partnering perfect sense.

Harris has a successful history of working with Paymentus dating back to 2001, and we now have hundreds of joint customers including more than 75 on all versions of Advanced Infinity, significantly benefitting from the partnership and cooperative integration of our products.



Peter Fanous
Executive Vice President

Request for Proposal No. 2019-023

IVR and Utility Payment System Upgrade

Prepared for:

City of Lee's Summit

November 16, 2018



Paymentus

User Experience Drives Us
Innovation Is Our Engine

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
Phone: 816-969-1087 Fax: 816-969-1081
deedee.tschirhart@cityofls.net

TITLE-SIGNATURE PAGE**REQUEST FOR PROPOSAL NO. 2019-023**

The City of Lee's Summit will accept electronically submitted proposals through Public Purchase from qualified persons or firms interested in providing the following:

IVR AND UTILITY PAYMENT SYSTEM UPGRADE**IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF
NOVEMBER 16, 2018 AT 3:00 PM LOCAL TIME**

**A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR NOVEMBER 8, 2018
AT 10:00 AM IN THE FINANCE & PROCURMENT CONFERENCE ROOM AT CITY HALL (2ND Floor)
RESPONDENTS HAVE THE OPTION TO JOIN VIA PHONE TO ATTEND:
Dial in Number—605-475-4752 Access Code—494624**

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase for any addendums prior to the closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

NOTE: All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.

Paymentus Corporation

Company Name
13024 Ballantyne Corporate Place

Address
Charlotte, NC 28277

City/State/Zip
980-255-3000

Telephone # Fax #
jportocalis@paymentus.com

E-mail

Jerry Portocalis

Authorized Person (Print)

Signature
Senior Vice President

Title
11-15-18 46-0523150

Date Tax ID #
Corporation

Entity Type
F001324235

Missouri Charter Number or Exemption Number

B. TABLE OF CONTENTS

C. Letter of Transmittal 4

Solution Narrative 8

 Online Payments 9

 Mobile Payments 10

 IVR Payments 11

 eBill Presentment..... 11

 In-Person Payments 12

 Agent Dashboard 13

 Enterprise Communications Manager 15

Paymentus Response 16

D. Addenda (if applicable) 16

E. Form 1: Provider Profile..... 17

F. Form 2: List of Consultants 20

G. Form 3: References 21

H. Form 4: Resumes 27

I. Form 5: Project Approach Narrative..... 31

E. Form 6A and 6B: Costs 45

F. Affidavit, Work Authorization 49

G. E-Verify Program 50

Appendix A Provided Separately

The contents of this proposal are proprietary and confidential and contain Paymentus trade secrets. No part of this proposal may be shared without prior written consent from Paymentus. If information needs to be released as part of a legally required open records request, Paymentus requires written notice of the same. Paymentus may then provide a redacted version that will exclude the confidential, non-public information including the trade secrets.

C. LETTER OF TRANSMITTAL

Ms. Tschirhart:

At Paymentus, we are committed to helping our clients create the valuable and personalized experience their customers want without sacrificing the security, compliance, efficiency and cost considerations that are also critical to a successful program. With our single platform solution, the City of Lee's Summit will have a single, consistent view across touchpoints with actionable business intelligence. You will engage with your customers through self-service interactions that are personalized and available 24/7 via the channels they choose.

With the acquisition of TWI (formerly Tele-Works) by Paymentus, the City will experience an immediate enhancement of your current payment solution. Paymentus will help the City deliver a highly effective, modern and nimble payment solution to keep pace with consumer demand while achieving greater adoption of paperless bills and electronic payments. In fact, we are the only qualified vendor to migrate our own solution seamlessly to the Advanced Utility Systems (AUS) IVR.

Paymentus will provide the City with a seamless transition and migration to our payment solution as we are the only vendor with complete integration to the Harris Advanced CIS (including the cashiering module and IVR) without the use of any outside partners. We have included a letter from Peter Fanous of Harris Advanced attesting to our partnership, flexibility and capabilities achieved by currently supporting nearly 300 Harris Advanced clients.

Additionally, for 15 years we have shared a close relationship with Advanced Utility Systems. This longstanding partnership extends to joint support of AUS users at all levels and at the annual Harris user group meeting, where Paymentus maintains Diamond partnership status. With more than 90 AUS clients, we have the experience to deliver a superlative service to the City. Having integrated ten clients with link v4 and the only vendor with cashiering integration using point2point, Paymentus can guarantee a seamless integration of payment processing with AUS for the City.

As you will see, we are uniquely poised to continue our partnership with the City, meeting and exceeding the objectives set forth in the RFP. Through our experience in supporting over 1,300 clients, including 15 who have recently migrated from premise TWI IVR to our fully hosted solution, we are confident that Paymentus is the perfect fit for the City.

Paymentus will help the City to achieve your goals, including:

Simplify the transition to a new solution without disrupting the customer experience

Paymentus has extensive experience migrating clients from on premise platforms in a manner that is as seamless and secure as possible. And, with 100% uptime, the reliability of our solution is second to none in the industry.

Increase productivity, visibility and control across all payment channels

Paymentus provides an end-to-end payment solution with full integration to the City's AUS across all payment channels and all payment methods.

Safeguard your organization and customers from cyber-attacks and data breaches

Customer security is of paramount importance to us. With 5-layer intrusion detection, multi-factor authentication and sophisticated encryption/tokenization capabilities, Paymentus goes above and beyond the requirements of a PCI Level-1 service provider to deliver fortress-level security.

Reduce costs by partnering with a single-source vendor who understands the City

Paymentus understands the City's systems and business needs and is ready to deploy a solution that heightens control and visibility, increases the rate of on-time, successful payments and maximizes paperless adoption.

Achieve your multi-faceted needs with a partner dedicated to your success

We are committed to do the right thing. With no hidden fees, full transparency and a 99.3% client retention, Paymentus has raised the bar on what organizations should expect from an outsourcing partner.

User Experience Drives Us. Innovation Is Our Engine.

Paymentus is passionate about enhancing digital engagement and simplifying how bills are paid. Our solutions automate manual processes and integrate seamlessly with your systems to deliver a unified bill payment lifecycle.

Our DNA

- **Customer Experience-Motivated.** No company in the industry dedicates more time, attention and resources to user experience. Whether the user is a bill payer, CSR or administrator, our focus is to provide relevant and effective interactions that will generate a positive customer experience.
- **Performance-Minded.** The Paymentus platform combines payments with eBill presentment, communication tools and business intelligence in a unified solution with full and complete interoperability between functions that accelerates revenue collection, unlocks process efficiencies and adapts quickly to changing needs.
- **Client-Centric.** *"Wow! That was Easy."* is the experience for our clients because Paymentus is easy to do business with. We understand that each client has a unique set of constraints and business mandates, so we make every effort to address these constraints with our platform as well as our partnership approach.
- **Results-Oriented.** The reliability of our platform is, without a doubt, the best in the industry. That stability, combined with the multi-layered security architecture and configurability of our advanced rules-based engine, will ensure that the City achieves more than you thought was possible.

Thank you for this opportunity. We are eager to continue our 13-year partnership with the City of Lee's Summit through this important next phase! We are confident that the City will realize immediate benefits from a single-source partner for all of your billing and payment needs.

Regards,



Jerry Portocalis

Senior Vice President

980-255-3000

JPortocalis@paymentus.com



November 16, 2018

City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

DeeDee Tschirhart:

We understand that Lee's Summit is currently evaluating companies for electronic payment processing services that will potentially integrate to the Advanced Utility Systems CIS Infinity. Paymentus has a long standing partnership with Harris and we wanted to take the time to recommend their consideration in the evaluation process.

Strategic partnerships are a cornerstone for Harris / Advanced Utility Systems. Our practice is to create add-on applications where we possess domain expertise and partner where there is a clear advantage for our customers. In the case of EBPP/ Merchant Services, the strength and flexibility of Paymentus' software made partnering perfect sense.

Harris has a successful history of working with Paymentus dating back to 2001, and we now have hundreds of joint customers including more than 75 on all versions of Advanced Infinity, significantly benefitting from the partnership and cooperative integration of our products.

A handwritten signature in blue ink, appearing to read "Peter Fanous", with a horizontal line extending to the right.

Peter Fanous
Executive Vice President

SOLUTION NARRATIVE

As a pioneer in the electronic payments industry, Paymentus is laser-focused on digital billing and payment solutions. We rigorously serve cities and municipalities and we execute with precision. We have successful and long-term relationships with organizations nationwide who are using our offerings to provide the most convenient, secure and intuitive solutions to their customers.

Our dedicated people and cutting-edge technology have helped us serve these clients with an unprecedented level of quality. From the early days of automated phone solutions to current complex web services projects, Paymentus continues to stay ahead by dedicating the resources required to maintain or exceed the level of quality our premier clients have come to expect.

Regardless of which channel the customer chooses, Paymentus offers comprehensive end-to-end billing and payment solutions configured for your unique needs and integration into your core systems. Customers are not limited to one payment channel – they can pay online in the comfort of their home, on the phone during the day or via a mobile device or tablet while on the go.

INTUITIVE

The Platform Goes Where Your Customers Are

Legacy Providers / Single Channel Solutions



VS.

Paymentus



By bringing our capabilities to the customer, we make it easier to communicate, view billing statements and make payments

Online Payments



A decade ago, just flipping the switch on for web payments was enough to stay competitive; but today, consumers have more choices and are more connected than ever. They expect better, more personalized experiences from every digital touchpoint with you.

The Paymentus online channel is easy to navigate and simple to understand with automated technologies to help prevent user errors and ensure security and privacy. We designed the user interface with maximum configurability to meet our clients' unique needs for branding, specialized fields, layout and flow that integrate seamlessly with your existing online presence, CIS and other backend systems. All aspects of the service are also available via API and IFrames.

Pay Now (Unregistered)

This user experience does not require registration or a logon and provides a way for your customers to make a one-time payment quickly and easily.

Customer Portal (Registered)

Our enrolled customer experience (single sign-on, if desired) provides robust billing, payment and user preference functionality via a highly secure self-service portal. The navigation bar on the left of the screen helps customers find the content and options they are looking for quickly and easily.

The screenshot displays the 'Customer Portal' interface. At the top, a notification bar indicates a payment of \$68.86 was accepted on 10/26/2017. The main content area is divided into two columns, each showing account details for a specific account. The left column shows a due date of Oct 26, 2017, and an amount due of \$311.09. The right column shows a due date of Oct 6, 2017, and an amount due of \$325.87. Both accounts have an 'AutoPay' option set to 'No'. The left sidebar contains a navigation menu with links to Accounts, Pay My Bill, AutoPay, Bill History, Payment History, My Wallet, My Profile, and Log out. The bottom of the page includes a 'Last login was on' timestamp and a 'Privacy Policy' link.

Mobile Payments



Having a strong mobile strategy is critical to customer satisfaction, revenues and overall success. To optimize the value of this channel, you need to deliver a seamless experience with “always on” access that encourages self-service.

Our mobile interfaces deliver greater convenience across channels for busy, on-the-go customers and help to increase adoption of lower cost paperless payments. Since there is no single formula or perfect methodology, we offer multiple integration options to ensure that our solution will align with the business strategy of the City.

Mobile Web

Our responsive design optimizes the web experience for smartphones and tablets, providing an ideal viewing experience with minimal resizing, panning and scrolling required.

Mobile App

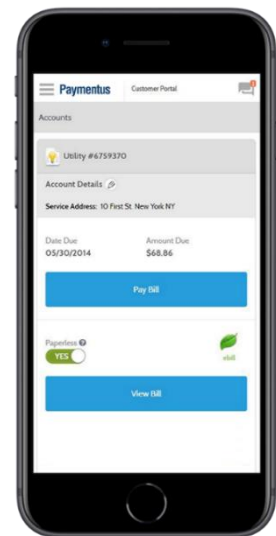
We offer an API for billing and payment functionality in your existing app or a ready-made app that can be branded especially for the City and made available to your customers via Google Play and iTunes.

Mobile App with Swipe Capability

Your field personnel can take payments from customers using the mobile app integrated with the Agent Dashboard and equipped with swipe capability for end-to-end encryption.

Pay by Text

With this convenient option, the customer will receive a text with bill summary details. The customer can reply “PAY” to pay the full amount, “PAY \$xx.xx” to pay a different amount or “STOP” to opt out notifications.



IVR Payments



The IVR is a 24/7 channel that many consumers rely on to make a payment quickly and easily. The IVR dramatically reduces the number of calls your staff handles, lowers collection costs and frees up staff to handle other important tasks.

Paymentus provides a fully integrated payment IVR with customized greetings and highly configurable flows. We support voice prompts in English, Spanish and French as well as teletypewriter (TTY) devices for ADA compliance. Customers can “zero-out” or transfer automatically upon detection of difficulty to speak with a customer service representative.

We have achieved an industry-leading 90% success ratio for completed payment transactions. This tremendous success can be attributed to the investment Paymentus makes in simplifying the experience for callers, striking the right balance between security and usability.

eBill Presentment



Achieve next level results with bill presentment services that help speed payment collection, maximize customer satisfaction and reduce the costs of printing and mailing paper bills.

Paymentus will allow the City to construct the eBill offering that best meets your business needs and engagement strategies. Our user-friendly interfaces and automated customer notifications help you to maximize paperless adoption while lowering your costs.

Online Presentment

Our responsive design optimizes the web experience for PCs, laptops, smartphones and tablets. With our hosted user interface, your customers have a consistent experience every time on any device. When a new bill is available, the solution sends an email notification to the customer with a link to view and pay the bill securely via the website.

Secure PDF

Your customers will receive an email with an attached PDF bill summary that displays the account number, amount due, due date, masked payment method and the field where the customer can enter the amount and make a payment all within the secure PDF attachment.

In-Person Payments



We all agree that in-person payment options are a must, but the customer experience for this touchpoint is often an afterthought. Organizations that create a friendly, quick and completely secure experience will strengthen the relationships with their customers and the communities they serve.

Encrypted Swipe Devices

For over-the-counter payments in your office(s), Paymentus supports solid-state electronic swipe devices. The devices plug into the USB port on any computer and populate card information automatically into the Agent Dashboard. This fully encrypted process ensures the highest level of compliance and security and allows you to move progressively away from handling and exposing staff to sensitive credit card information. The customer service agent is only required to enter the payment amount and customer account number.

Kiosk

With kiosks, the City will make it convenient for your customers to pay in the lobby versus at the counter – saving valuable time for your staff and eliminating PCI exposure. Customers are guided through a few simple prompts to complete the payment on their own with confirmation provided once the transaction is completed.

Kiosks can be set up to accept direct entry of card numbers or be equipped with swipe devices for fully encrypted payment acceptance. They can be connected to the internet via a channel that does not transmit data over the City's network. Paymentus can provide payment services through kiosks for customers using cash, check or credit/debit card with a user experience that is consistent with all other Paymentus channels.

Retail Locations

We also have extensive experience implementing walk-in services at well-known and conveniently located retail stores your customer already visit. Paymentus has partnerships with providers for retail walk-in cash payments. Our platform is integrated directly with these services so that all cash payments made through these networks can be viewed in real-time on the Paymentus Agent Dashboard.

Agent Dashboard



Full visibility and control over your outsourced billing and payment environment is a must-have so you know exactly what's going on at all times and can effectively support your customers.

The Agent Dashboard is a dynamic web-based tool that is designed for the City to support your customers across ALL channels, ALL pay types and ALL customers. This powerful tool can be deployed easily across the customer service, collections and finance and treasury teams with role- and permission-based access that is self-administered by the City.

It is a **single point of access** giving City staff the ability to perform a broad array of business intelligence and customer care functions including all of the following:

Customer Care	<ul style="list-style-type: none"> • Accept customer payments • View payments in real time • Cancel payments in real time • Live chat with customers • Search for payments – any status • View bills • Suppress paper on customer's behalf 	Administration	<ul style="list-style-type: none"> • Suspend and block accounts/ payment methods • Control customer and CSR access • View and download reports • Manage file exchanges • View system uptime • Open and track status of tickets for Paymentus client services support
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Live Chat

This chat service gives you the ability to assist customers in real time without a call into your call center. CSRs can even accept a payment via chat with all sensitive payment information masked and transmitted on the Paymentus system, not yours.

Feedback

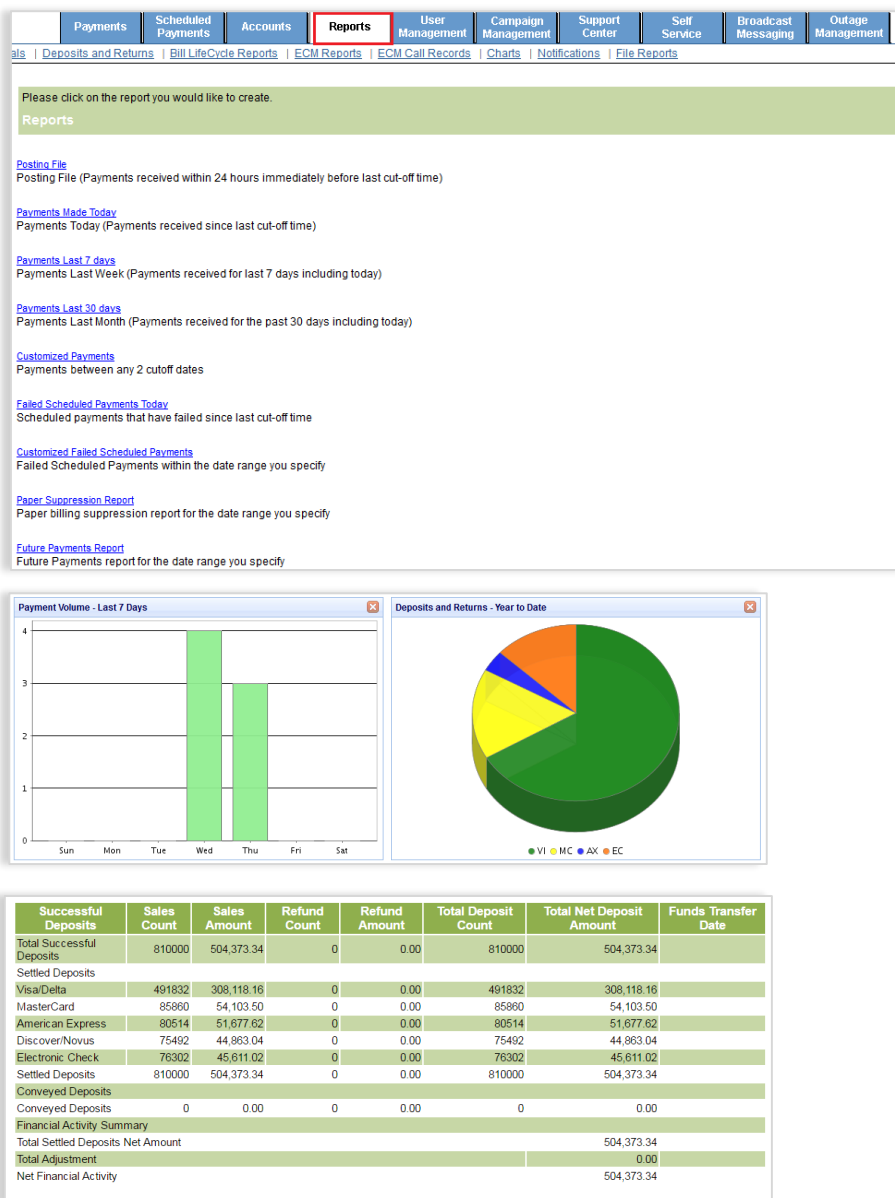
The Paymentus solution allows you to collect live feedback from your customers with securely masked screenshots of pages if they have issues, questions or suggestions. This feedback includes information about the customer, their account, their IP address and much more to investigate and solve issues, providing high-touch customer satisfaction.

Reporting

Paymentus provides a powerful and comprehensive suite of reports that are available in real-time through the Agent Dashboard. You can schedule reports to run at defined intervals and email them to recipients automatically.

Our platform also captures and shares extensive telemetry on all activity in the platform (IVR, payments, accounts, users, admins, etc.) at both the atomic and aggregate level.

Dynamic Research, Reporting and Analytics



Enterprise Communications Manager



Timely and relevant communication with customers is crucial to the success of your business. You need the tools to help you engage your customers, create revenue opportunities and achieve real business results.

With an eye on maximizing value for our clients and taking advantage of existing touchpoints with customers, Paymentus offers a multi-channel communications tool called Enterprise Communications Manager (ECM). We developed ECM to address requests from clients to be able to send automated messages to customers that would alleviate the time and cost of paper notices or having CSRs make outbound calls to customers for reasons such as payment reminders, service interruptions, emergencies and more. Messages can be targeted to the specific customer type so that you can provide timely, relevant information and help influence desirable customer behavior.

Outbound Communications

ECM makes it easy to provide outbound communications to your customers. With written or pre-recorded messages, you can send billing notices, payment reminders and service alerts by email, IVR and by SMS text.

ECM allows you to create the message, select the customers and upload the file through the Agent Dashboard. You can also target customers based on location using a GIS mapping interface.

Online Broadcast Messages

Using our online payment channel, authorized City users can create custom broadcast messages that will appear in the Pay Now portal, Customer Portal or Agent Dashboard. It's easy to learn and easy to implement!

PAYMENTUS RESPONSE

D.ADDENDA

The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.

The original Request for Proposal for Automated Billing, Payment and Notification Services remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

PRE-PROPOSAL CONFERENCE**DATE/TIME: November 8, 2018**

The Pre-Proposal Conference was held for the purpose of promoting an understanding of the City's requirements and needs, and to clarify any confusing areas of the request, by allowing conference participants to ask questions.

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

RFP DOCUMENTS AND TECHNICAL SPECIFICATIONS:

Q1 What version of CIS Infinity is the City using?

A1 3.1.20

Q2 Point of sale?

A2 No

Q3 C29. PDF customer view, will the City accept different file types?

A3 Yes

Q4 C39. Web. The City wants the customer to see Total Amount Due and Minimum to Avoid Shutoff, correct?

A4 Yes..

Q5 C49. IVR. The City wants the customer to hear Total Amount Due and Minimum to Avoid Shutoff, correct?

A5 Yes

Q6 C50. No electronic payment for accounts flagged as "cash only"? Will the supplier have access to CIS to get collection status?

A6 Yes

Q7 Are electronic checks acceptable?

A7 The City desires to have echeck function with both WEB & IVR. For this project, we are looking to deploy the echeck function for the WEB.

Q8 C67. Explain what is meant by this requirement.

Q8 We have noticed that when voice mails are left on cell phones, often times the recorded message is cut off. There may be better technology available that what we utilize today. If voicemail left on an office phone, for example, the quality of the recording is much better.

Q9 C68 Are you wanting to set the number of retries system wide or on an individual call basis?

A9 System wide for a particular call that is set up. For example, for outbound calls for shutoff, we want to set the number of retries the same for all the calls placed to meet that need. For a reminder about something we may want the retries set to a lower number but the same for all the calls made to meet that separate need. .

ACKNOWLEDGEMENT

Each proposer shall acknowledge receipt of this Addendum No. 1 of RFP No. 2019-023, titled Automated Billing, Payment and Notification Services by his/her signature affixed hereto, and shall include this Addendum with their original proposal submittal.

CERTIFICATION BY BIDDER:**SIGNATURE:****TITLE:**Senior Vice President**COMPANY:**Paymentus Corporation

DATE: 11-15-18 _____

E. PROVIDER PROFILE

FORM NO. 1: PROVIDER PROFILE

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

Paymentus Response

Paymentus Corporation
13024 Ballantyne Corporate Place
Charlotte, NC 28277

1a. Provider /Firm is:

Paymentus Response

☒ National ☐ Regional ☐ Local

1b. Year Provider/Firm Established:

Paymentus Response

2004

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

Paymentus Response

14 years

1c. Licensed to do business in the State of Missouri:

Paymentus Response

Yes.

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

Paymentus Response

Jerry Portocalis
Senior Vice President
980-255-3000
jportocalis@paymentus.com

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

Paymentus Response

The address is the same:
Paymentus Corporation
13024 Ballantyne Corporate Place
Charlotte, NC 28277

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

Paymentus Response

With more than 300 electronic bill presentment and payment experts, all of our energies and 100% of our staff are dedicated to the development, delivery and support of digital billing and payment services. This is in addition to all of the other support from client services, technical, development, implementation, marketing and other resources across the company.

Under the leadership of an Account Manager (AM), a team of veterans that are knowledgeable about your business will provide the City with end-to-end support that includes strategic planning, adoption marketing, treasury/accounting, security, compliance and much more.

Additionally, your Paymentus Regional Sales Director, Christine Miles, will serve as your liaison and manage the relationship throughout the entire sales process, working closely with all resources required to position a complete solution.

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

Paymentus Response

Not applicable.

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

Paymentus Response

Not applicable.

F. LIST OF CONSULTANTS

FORM NO. 2: KEY OUTSIDE CONSULTANTS

Each respondent must complete this form for all proposed sub-consultants. SUB-CONSULTANT #1 Name & Address Specialty/Role with this Project:

Paymentus Response

Not applicable.

G. 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:

Reference 1

Project Name & Location

Chesterfield County, VA

Completion Date (Actual or Estimated)

The County is nearing the end of their implementation.

Project Owners Name & Address

Chesterfield County Utilities Department
9840 Government Center Parkway
Chesterfield, VA 23832-0009

Project Owner's Contact Person, Title & Telephone Number

Ms. Kim Clements, Automation Coordinator
804- 768-7343
clementsk@chesterfield.gov

Estimated Cost (in Thousands) for Entire Project

Not applicable. Paymentus does not charge for any implementation, enhancement or maintenance of our services. We do not have purview to any internal costs incurred by our clients.

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

Not applicable. Paymentus does not charge for any implementation, enhancement or maintenance of our services.

Scope of Entire Project

The County is migrating their legacy on premise TWI IVR to the Paymentus fully hosted IVR solution along with a transition from AUS Infinty.Link web to the Paymentus web, which includes payment processing, outbound notifications, recurring payments, eBills and more.

Nature of Service Provider's/Firm's responsibility in project

The County is migrating and upgrading to Paymentus solutions and services almost identical to those sought by the City.

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

We assign a dedicated account manager to each client to provide the support, expertise and availability they deserve. Out of respect for our clients and the confidentiality agreements in place, this level of information cannot be shared in a public forum, such as a RFP response. We appreciate your understanding. Please let us know if this is not acceptable and we will work with you to support your request.

Reference 2

Project Name & Location

City of Thornton, CO

Completion Date (Actual or Estimated)

2015

Project Owners Name & Address

The City of Thornton
9500 Civic Center Drive
Thornton, CO 80229

Project Owner's Contact Person, Title & Telephone Number

Ms. Monica Heimbecher, Customer Billing Manager

303- 538-7376

monica.heimbecher@cityofthornton.net

Estimated Cost (in Thousands) for Entire Project:

Not applicable. Paymentus does not charge for any implementation, enhancement or maintenance of our services. We do not have purview to any internal costs incurred by our clients.

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm

Not applicable. Paymentus does not charge for any implementation, enhancement or maintenance of our services.

Scope of Entire Project

The City has migrated their legacy on premise TWI IVR to the Paymentus fully hosted IVR solution along with a transition from AUS Infinty.Link web to the Paymentus web, which includes payment processing, outbound notifications, recurring payments, eBills and more.

Nature of Service Provider's/Firm's responsibility in project

The City has migrated to Paymentus solutions and services similar to those sought by the City of Lee's Summit.

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

We assign a dedicated account manager to each client to provide the support, expertise and availability they deserve. Out of respect for our clients and the confidentiality agreements in place, this level of information cannot be shared in a public forum, such as a RFP response. We appreciate your understanding. Please let us know if this is not acceptable and we will work with you to support your request.

Reference 3

Project Name & Location

Onondaga County Water Authority, NY

Completion Date (Actual or Estimated)

2014

Project Owners Name & Address

Onondaga County Water Authority
200 Northern Concourse
Syracuse, NY 13212

Project Owner's Contact Person, Title & Telephone Number

Mr. Barry Blanchard, IT Manager
315-455-7061 x3140
bmb Blanchard@ocwa.org

Estimated Cost (in Thousands) for Entire Project

Not applicable. Paymentus does not charge for any implementation, enhancement or maintenance of our services. We do not have purview to any internal costs incurred by our clients.

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm

Not applicable. Paymentus does not charge for any implementation, enhancement or maintenance of our services.

Scope of Entire Project:

The Water Authority migrated their legacy on premise TWI IVR to the Paymentus fully hosted IVR solution along with a transition from AUS Infinty.Link web to the Paymentus web, which includes payment processing, outbound notifications, recurring payments, eBills and more.

Nature of Service Provider's/Firm's responsibility in project:

The Water Authority migrated to Paymentus solutions and services similar to those outlined in the RFP.

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

We assign a dedicated account manager to each client to provide the support, expertise and availability they deserve. Out of respect for our clients and the confidentiality agreements in place, this level of information cannot be shared in a public forum, such as a RFP response. We appreciate your understanding. Please let us know if this is not acceptable and we will work with you to support your request.

On Form 3, please focus on the benefits or improved metric the community derives by the implementation, i.e. increased customer satisfaction, time savings, reduced costs to City operations, etc.

Paymentus Response

As we reviewed the bill pay environment at the City today, we have identified opportunities for increasing customer engagement, driving digital adoption, speeding payment collection and improving visibility and control. We are excited to share ideas with the City and collaborate with your team to identify all of the ways that Paymentus and our solution will help you to boost customer satisfaction while reducing your costs and increasing productivity.

Some of the key considerations most important for the City include the following:

- Powerful, innovative capabilities including a digital wallet accessible from any channel, campaign messaging, paper suppression management and robust reporting.
- Personalized experiences that your customers want without sacrificing the security, compliance and cost considerations that are also critical to the success of your business.
- Must-have configurability and flexibility to build a solution that fulfills the unique needs of the City for pay channels, pay types, UIs, business controls and workflows.
- Centrally managed dashboard with access to all customer billing, payment and communication interactions so that you have all of the information in one place and can understand both the revenue cycle and the customer journey from a holistic viewpoint.

- Quick time to market, including not only the implementation timeline, but also the ability to start the project quickly with no lengthy queue or project backlog.
- Ability to implement change requests quickly and with no additional cost.
- Ability to remove your PCI reporting requirements and exposure.
- True 24/7/365 availability to ensure your customers can pay anytime, day or night.

H. RESUMES

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:
- b. Project Assignment:
- c. Name of Service Provider/Firm with which associated:
- d. Years' Experience:
With this service provider/firm ____ other service providers/firms ____
- e. Education: Degree(s)/Year/Specialization:
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

Paymentus Response

Our account teams include highly experienced professionals focused 100% on developing and managing relationships with our clients. Our teams provide an unprecedented level of client satisfaction and operational efficiency. The overall strength of this team allows each individual to contribute with his/her area of expertise.

The information below describes the key Paymentus personnel who may be associated with the City's initiative, including senior executives who hold ultimate responsibility for our platform, services and client relationships.

Eugene Abramov

Senior Vice President Technology & Operations

In this role, Mr. Abramov is responsible for defining and delivering technology and operations strategy and capabilities at Paymentus. He has more than 20 years of experience designing and developing eCommerce and EBPP enterprise applications. Prior to joining Paymentus, he led application architecture and software development on J2EE eCommerce platforms in finance and telecom.

Mr. Abramov has been directly involved in the ground-up architecture, design and development of mission critical eCommerce applications for clients like Metavante, J.P Morgan Chase, Wells Fargo, Sprint and Virgin Mobile. He holds an Honors Bachelor of Science degree in Mathematics and Computer Science and a Bachelors of Education degree.

Jerry Portocalis

Executive Sponsor for Lee's Summit; Senior Vice President

Mr. Portocalis brings a contagiously strong work ethic and global experience to the organization that bridges a diverse skill set. He is a results-focused executive with a proven track record of leading by example for more than 25 years in technology, business process outsourcing and financial services.

Mr. Portocalis was a founding executive of BillMatrix, now the core of Fiserv's biller solutions offering. As the Executive Vice President, he was responsible for all client-facing operations including sales, marketing and client services.

As an industry expert, Mr. Portocalis is often asked to present at electronic billing and payment events, Public Utility Commission meetings and has served on the steering committee for NACHA's Council for Electronic Billing and Payments.

Nicole Haskins

Vice President Sales

Ms. Haskins is responsible for all sales activities in municipal and utility segments at Paymentus. For more than 15 years, she has been dedicated to advancing service and automation through the use of technology. Working with hundreds of the top counties and utilities in the country, Ms. Haskins has successfully implemented streamlined revenue collection processes and payment solutions. She holds her degree and educational credentials in eCommerce, marketing and business administration.

Christine Miles

Regional Sales Director

Christine will manage your account through the entire sales process and will work with all resources required to help position a complete solution. For the past 7 years, Christine has worked with clients to understand and provide solutions for their billing and payment needs. She employs a collaborative approach with our clients – working alongside them as they evaluate payment channels and then presenting optimal solutions to support their goals.

David Shapiro

Senior Vice President Client Operations

Mr. Shapiro is responsible for all Account Management and Client Support activities at Paymentus. He has deep experience in payments, working in senior roles in the marketplace for over 20 years.

Previously, Mr. Shapiro was a Senior Vice President at Western Union responsible for all aspects of the Consumer Bill Payment business segment. In this role, he had responsibility for a number of products including the electronic bill payment product, Speedpay. He earned his Bachelor of Science degree from Syracuse University.

Andy Dolan

Vice President Compliance

Mr. Dolan leads all internal and external compliance functions, including audits, regulatory matters and ensuring Paymentus' internal controls exceed the ever-expanding compliance and risk landscape.

He has more than 17 years of payment experience and was formerly Vice President of Clients Services for Western Union where he was responsible for all facets of project and program management, product delivery, account management, technical sales and sales support for all payment products, including the SpeedPay service. Mr. Dolan holds a master's degree in Information Systems from Steven's Institute of Technology and multiple certifications from the Project Management Institute.

Mark Solan

Vice President Client Implementations

Mr. Solan is responsible for client and partner implementations at Paymentus. He has over 25 years of technology and business management experience and has invested the past 18 years in senior management and technology leadership roles in the payments and financial services industry. Mr. Solan held the role of SVP/CTO at both Princeton e-Com and Online Resources, now ACI Worldwide.

Coupled with his technology background, Mr. Solan has extensive experience in diverse operational areas from account management and IT operations to treasury management. In the financial services space, he has held management positions at Bank of New York and ADP.

Chris Trainor

Vice President Product, Strategy and Partnerships

Mr. Trainor is responsible for product design, strategy planning and partnerships at Paymentus. He has 15 years of payment and technology experience.

Prior to joining Paymentus, Mr. Trainor spent nine years at Bank of America, where he was a Senior Vice President, responsible for Product and Partnership Strategy in the Strategic Business Alliance unit. Before this, he spent five years as Product Management and Innovation Executive in the bank's Insurance Services Group. Mr. Trainor managed the group's most profitable product line and was a management team member in the \$1B revenue unit. He graduated with honors from Wake Forest University and was recently named the National Chair of Wake Forest's Alumni Development Board.

I. PROJECT APPROACH NARRATIVE

FORM NO. 5: PROJECT APPROACH NARRATIVE

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

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

On Form 5, please include the process to migrate our existing IVR and web clients. Also include how the eBill notification process works and how they are generated.

Paymentus Response

Knowing what to expect is key to any successful implementation. Our best-in-class team and implementation framework drives a predictable, smooth transition from start-up to steady-state operations, after which we provide you with the training and support that you need to run effectively.

Implementation Approach and Timeline

Our approach is pragmatic, with a focus on understanding your needs and creating solutions that address those needs. We want to know what you expect from your solutions. From goal setting, implementation to go-live, we're in lockstep with you all the way to make sure you're up and running and leveraging your solution as quickly as possible. Our process is designed to fit your needs, not the other way around.

We collaborate closely with your team to gain a true understanding of your unique goals and business challenges so we can implement the solution set that you choose quickly, with low risk and optimized solution configurations. From there, the Paymentus team and our field-tested launch process will take you from kickoff to rollout with complete confidence, just like we've done for more than a thousand organizations across multiple industries.

During project implementation we maintain an iterative process, ensuring the project remains adaptive to the inevitable changes that take place. Our team of experts help to design and implement solutions that meet business requirements, are maintainable, scalable and contribute to long-term customer success. This includes not only configuration of the workflows, exports, security, privileges and business rules but also migration of data and back-end integration with your systems to deliver a single view of your customers.

Key Milestones

- Business requirement definition and specifications with sign-off by both teams
- Detailed project plan developed based on above with sign-off by both teams
- Setup of funds settlement framework and options for digital disbursements
- Migration planning to understand the data to migrate and devise a schedule
- Integration with the City and your third party systems
- Incorporate your rules and permissions for staff and customers
- Test using a live pre-production UAT system with sign-off by the City
- Define training approach and identify staff administrators and users
- Launch planning
- Post-launch monitoring

At a high-level, a typical implementation timeline includes the following:

Week	Activity	Resources
Milestone 1	Paymentus Account Manager works with the City to confirm implementation requirements	Paymentus, the City
Milestone 2	Project kick-off meeting is conducted	Paymentus, the City
Milestone 3	Paymentus Project Manager finalizes technical requirements and development cycle begins	Paymentus, the City
Milestone 4	Paymentus development cycle continues	Paymentus, the City
Milestone 5	Paymentus development cycle concludes; Internal testing is conducted	Paymentus
Milestone 6	The City conducts testing	Paymentus, the City
Milestone 6	Training session	Paymentus, the City
Milestone 6-7	Solution launch	Paymentus

Project Team/Roles

Paymentus

For the Paymentus project team, we select the right experts from the point of view of experience and technical specialization to cover all essential activities. Our dedicated team of professionals consisting of Project Managers (PMP Certified), Business Analysts, Developers, Payment Specialists, Testing Analysts and Data Conversion Specialists are committed to making your implementation a success. Our team provides all the services and the know-how necessary to ensure the solution is implemented right, the first time.

We will assign a Project Manager (PM) after the City has chosen the final solution set and implementation approach. The implementation will be led by the PM and Technical Implementation Manager (TIM) with oversight by Mark Solan, Vice President Client Implementations. Mark has more than 25 years of technology and business management experience, giving him the unique ability to develop, communicate and implement technology solutions in a manner that clearly demonstrates value to business unit leaders and stakeholders.

The PM will serve as a liaison on all related matters. The PM will ensure that communications are timely and accurate, activity is coordinated and any issues are dealt with immediately. The PM will meet with the City on a recurring basis to review contract performance, review all QA inspection assessments and oversee any quality initiatives and direct resolution efforts.

The TIM will lead, manage and coordinate the City implementation from project kick-off to go-live and customer training. The TIM is responsible for overall contract coordination and is your primary point of contact for technical items. The TIM will communicate directly with the City to manage expectations and deliver service within delivery timelines and budget. The TIM will manage ongoing operational requirements for the City such as change requests, configuration updates and technical and operational inquiries.

Christine Miles, Regional Sales Director and **Jerry Portocalis, Senior Vice President**, will continue to be available in a consultative manner, offering support and guidance in conjunction with the implementation and account teams.

The City

Every client has key subject matter experts whose knowledge is critical for the implementation. We realize those experts already have full-time responsibilities, so our processes are designed to facilitate the exchange of important information and key decision-making while limiting demands on your resources. At this early stage in the process, it is difficult to provide specific resource requirements; however, active participation and engagement in the process is critical during the requirements gathering, client testing and training phases. Typical roles and responsibilities (one resource may be able to fulfill more than one role) may include the following:

- Project Sponsor - Provides project requirements such as financial model, timeline dependencies, staffing considerations, third party involvement
- Project Manager - Assumes responsibility for the administration and technical direction of client's efforts on the project and acts as the focal point for coordinating activities between our organizations
- Network/Technical Coordinator - Serves as primary contact for all technical requirements including client-side infrastructure requirements for the connection between our systems
- User Acceptance Testers - Executes UAT (User Acceptance Testing)
- Trainers/Trainees

Understanding the City's Unique Needs

Paymentus is fully capable of meeting the City's requirements and timeline with the technology and resources that we have in place today. Paymentus currently averages a 56-day go-live period from the date of business requirements gathering to go-live. All payment channels may launch simultaneously or as agreed upon.

There will be no charge for the implementation of this system and minimal demands will be placed on your staff.

Data Migration

We have perfected the transition process for clients moving to Paymentus from on premise and in-house platforms - minimizing the time and effort on your organization. This includes working with your existing file formats, making any modifications and customizations needed to support your latest goals and strategies as well as migrating stored wallet information to minimize disruption for your customers. This firsthand experience has allowed us to refine our processes to improve efficiency and minimize the work for both parties.

We expect that our existing relationship for IVR payment services will further streamline the implementation for a new, fully-integrated payment solution.

As the current provider of your IVR payment solution, we do not anticipate any difficulties in transitioning the City to our fully hosted solution. In fact, we are the only qualified vendor to migrate our own solution seamlessly to the AUS IVR. Our capacity, rock-solid infrastructure, experience, flexible data integration, knowledgeable staff and streamlined implementation process has proven to provide a smooth transition for countless organizations and their customers.

Paymentus understands that it is crucial for your key stakeholders to achieve a comfort level with the implementation and migration process and feel confident that all promises and service levels will be met within the expected timeframes. The standard protocol for transitioning clients to the Paymentus platform includes the migration of data to help prevent disruption or require users to duplicate unnecessary actions (e.g. re-enroll, re-populate known information, etc.). The Paymentus project team will work with the City to understand the data to migrate and devise a schedule to make sure there is no payment interruption. We can provide a file format for this data or accept raw data files from the City sent via secure FTP site.

eBill Presentation

Paymentus will allow the City to select the eBill offering that best meets your business needs and engagement strategies. Our user-friendly interfaces and automated customer notifications help you to maximize paperless adoption while lowering your costs.

Online Presentation

Our responsive design optimizes the web experience for PCs, laptops, smartphones and tablets. With our hosted user interface, your customers have a consistent experience every time on any device. When a new bill is available, the solution sends an email notification to the customer with a link to view and pay the bill securely via the website.

Secure PDF

Your customers will receive an email with an attached PDF bill summary that displays the account number, amount due, due date, masked payment method and the field where the customer can enter the amount and make a payment all within the secure PDF attachment.

Notifications and Messaging

When you are able to communicate with customers in their preferred channel, engagement, satisfaction and loyalty all improve. The Paymentus platform is equipped with a configurable preference management tool that allows customers to specify exactly how they wish to receive messages ranging from payment reminders to service updates.

We provide a full complement of standard notifications and reminders that can be configured for the City's specifications (wording and branding) and customer preferences. These include payment confirmation, payment due reminder, bill ready notification, wallet management, schedule payment reminders, payment change and autopay management as well as text-to-pay

and secure billing and payment via PDF email attachment.

The customer notifications are fantastic!
Our customers love it and it's reduced
late payments a great deal.

– Collections Manager
Paymentus Client

In addition to standard bill statement and payment alerts, Paymentus offers more robust capabilities through our Enterprise Communications Manager (ECM) tool that leverages phone, email and text information in the customer profile.

Security and Compliance

Information security is of paramount importance to Paymentus. Our secure environment, robust network and state-of-the-art physical security at our data centers will give the City the peace of mind that comes with knowing your customers' data and your reputation is properly safeguarded.

Paymentus delivers fortress-level security with 5-layer intrusion detection system, multi-factor authentication and powerful encryption and tokenization capabilities. We are Payment Card Industry Data Security Standard (PCI DSS) 3.2 Level-1 compliant and certified which is the highest level attainable. Going the extra step, we have applied the same strict security standards for credit cards to banking information. Paymentus is also HIPAA, FISMA, ISO/IEC 27002, SOC1, SOC2 and NIST compliant. We enforce our rigorous security policies and procedures through regular internal and third party audits, 24/7 monitoring, continued education and sophisticated technology tools.

Paymentus has an Intrusion Detection System (IDS) with both host-based and network-based components. Any unauthorized attempt to access the system initiates alerts to our technology staff. Log files are created and maintained to analyze any intrusion attempts. All data is protected with 256-bit SSL encryption. Any communication with any external party and all users of the system access the system using secure HTTP and IP address restrictions. Paymentus does not use any information collected during the payment transaction for any purpose inconsistent with the authorized purpose of processing the transaction.

In addition to IDS, we use two-factor authentications for all access to the processing environment. Multiple levels of firewalls are used to protect the environment. Application firewall is used to safeguard against application level attacks. All file changes are tracked for integrity. As part of PCI Level-1 requirements, Paymentus performs regular network application vulnerability tests. All locations of cardholder data, and all key applications that store, process or transmit cardholder data, all key network connections, and all key access points are included.

Reducing the City's PCI Burden

Paymentus' payment processing solutions are able to alleviate or entirely remove your PCI exposure by taking the burden of the transmission, storage and processing of card data completely out of your environment – at all levels:

Website – By providing an authenticated redirect from your website to our hosted pages at the time of payment, your customer never enters their card information into your environment. We configure the payment pages to match the look-and-feel of your web presence so the experience is seamless for the customer.

Mobile – Our mobile solution, just like the web, can either accept an authenticated redirect, or act as the standalone mobile payments solution for bill pay. Either way, the customers' card information is processed securely within the Paymentus environment and away from yours.

Agent Dashboard – Used by your CSRs and other designated staff, the Agent Dashboard is a securely connected, browser-based portal that provides access to real-time billing and payment information for customer care and back-office activities. All card numbers are masked and the Agent Dashboard is fully hosted by Paymentus thus removing your PCI exposure.

Your Call Center – Remember that manual entry of card numbers and recorded customer calls containing card data put your recordings, systems and servers in-scope for PCI. Our proprietary Secure Service™, used in tandem with Agent Dashboard, provides a secure session for collecting payment information from the customer – keeping it away from your CSRs and call-recordings, while still allowing your CSRs to monitor the success of the payment and return to the customer as needed.

Our Call Center – PCI-compliant call centers need physical and logical controls all their own and Paymentus has one of the best! We can host your call center activity within our secure-environment, entirely removing all card data exposure from your environment – from beginning to end.

Communication and Support

Under the leadership of a seasoned Account Manager, a team of veterans that are knowledgeable about both your business and the details of your implementation will provide the City with proactive support that anticipates your needs and exceeds your expectations. This is supplemented by all of the other support from client services, technical support, development, project management, marketing and other resources across the company.

Your Paymentus account team will give you the focus, expertise and availability you need. Our account team members provide service reviews, industry updates, project status updates, new features and services and discussions on how to increase adoption of electronic payments, paperless billing and other initiatives selected by the City.

Customer Care

Paymentus provides live agent support from Paymentus call centers, which are staffed with specially trained payment experts to support your customers and your CSRs with any payment related questions/issues.

Direct in-house (multi-lingual) support is provided, at no additional cost, 8:00 a.m. ET – 9:00 p.m. ET Monday through Friday 9 a.m. – 4 p.m. ET Saturday and Sunday to support your consumers with any payment related questions/issues. Return calls or emails are made within two hours during stated business hours. Our experts also offer training for your customers on use of the self-service payment channels, simplifying and speeding their next transaction.

Technical Support 24/7/365

Our Client Services team is available 24/7/365 via telephone, email and online case submission tool. Each request/case is monitored and tracked with prompt response and, if need for complex requests, regular updates provided to the City.

Additionally, with the Agent Dashboard, your staff has online access to real-time billing and payment information for customer care and back-office activities. The Agent Dashboard provides a central point for your designated staff to research transactions and perform a myriad of other activities.

Escalation and Issue Management

Transparency is a top priority for Paymentus. When you experience an issue or disruption, we understand that it's critically important to your business and your credibility with your customers to know the status and be able to see the actions that have been taken. For this reason, we provide an online case management and tracking system that is accessible to your designated users directly through the Agent Dashboard 24/7/365.

When an issue is reported, it is reviewed by Client Services within minutes and assigned a severity level and corresponding resolution time. Depending on the issue, the appropriate team lead from business, development, operations or implementation will be assigned to address the issue and escalate as needed to ensure timely resolution.

The issue management process consists of the following steps: Identification, Validation and Prioritization, Analysis, Tracking and Reporting, Escalation (if needed) and Resolution and Closure.

The issue is tracked within the case management system, showing an audit trail/history of all updates from reporting through resolution.

Severity Levels

- Severity 1: Channel-level issue (one channel is not operational)
– Response: 30-60 minutes; Paymentus Account Manager
- Severity 2: Business process issue (batch files, posting file unable to download via both automated and on demand)
– Response: 2-4 business hours; Paymentus Account Manager
- Severity 3: Individual issue or research request for payments and chargebacks
– Response: 1 business day; Paymentus Account Manager
- Severity 4: Questions, clarifications and change request
– Response: 1 business day; Paymentus Account Manager

Support and Maintenance

A. Explain the process to notify customers when the system is unavailable for maintenance.

Paymentus Response

Our data centers run in an active-active environment, meaning we have a fail-over system so that your customers can continue to view and pay their bills without interruption. If system downtime were needed, we would provide the City with 45-days advance notice.

B. Explain administrative controls and what type of security is provided for this solution.

Paymentus Response

Paymentus uses two-factor authentications for all access to the processing environment. Multiple levels of firewalls are used to protect the environment.

All access to our application is secured through the SSH protocol. No other type of access to the servers is allowed. Virtual Private Network (VPN) has been implemented for secure remote access into the internal production networks and systems. Only trusted IPs are allowed access via SSH through configuration on our firewalls.

Paymentus has a strict password selection and change policy. We have a very secure and auditable mechanism to control access to system environments and commands. Our architecture allows us to give privileged access to only needed commands and allows us to log all commands (and their arguments) executed as the privileged user.

Please see the section on Security and Compliance (above) for additional information.

C. Explain how the proposer keeps their solution up to date with new versions of the solution.

Paymentus Response

We plan for one quarterly major release and two minor releases. Your Account Manager will provide at least 30-days advance notice to introduce upcoming features that the City may want to enable in your environment.

All of our clients are on the same version/release of the platform. Some may have access to new features as part of beta testing before the functionality is released to all. Some may have chosen not enable all of the available functionality.

New features are not released into your production environment until you have tested and approved them. All deployments are automated with the push of a button, making on-boarding and adding new features fast and efficient.

D. Training: Please describe the training required for the city to be able to manage the implemented solution, and what training is provided as a part of implementing the solution? What are the available avenues for support once we go live?

Paymentus Response

Our primary goal is to ensure that your CSRs are extremely comfortable with the payment platform, so that they can confidently support your customers. During implementation, the Paymentus team will conduct training sessions at no cost to the City for both your technical team and your CSRs.

We will create an internal, web-based test environment that the City can use during the life of the contract for training and testing purposes. We have a flexible approach to training and can either conduct direct training for your entire team, or conduct train-the-trainer exercises so that designated associates become the subject matter experts. For train-the-trainer sessions, we typically find that one session is adequate to instruct the trainers. We can always add more sessions, at no cost, to address any additional questions, refresh the trainers or present new features.

Our training sessions cover the use of the Paymentus system – specifically the Agent Dashboard, which contains all information your CSRs need to see and manage business in real time. An agenda for each training session is developed depending on the client and system specifics deployed. During implementation, the City will receive quick reference guides and training manuals for the Paymentus system.

Typical training sessions cover:

- How to make agent assisted payments
- Understanding status reports of all payments (return, decline, failed payment, etc.)
- How to schedule payments on behalf of a customer
- Account control methods (add, suspend, block payment method)
- How to run and manage reports
- Performing accurate reconciliations
- Administrator tasks including how to create users and assign user rights, how to
- Creating automated outbound communications and how to post automated messages

Paymentus Corporation
Company Name

13024 Ballantyne Corporate Place
Address

Charlotte, NC 28277
City/State/Zip

980-255-3000 980-237-3082
Phone **Fax**

46-0523150
Tax ID

Jerry Portocalis
Authorized Person (Print)


Signature

Senior Vice President
Title

11-15-18
Date

Corporation
Entity Type

E. COSTS

If you do not charge for a particular item, please enter a “0” in that area. Please use the following tables to record your fees for the various line items. If there are additional charges please add them on a separate sheet. If you do not provide a type or method, leave that table blank. If you provide other types or methods please create additional tables for that information.

The City Assumptions:

- Assumes an average payment of \$95 for credit card payments. A maximum amount per payment is \$3000. Multiple payments can be made.
- Assumes the City bills 35,200 accounts monthly.
- Outbound notifications estimated at 3,500 messages per month.

Paymentus Response

Like the City, Paymentus values and expects transparency, candor and focus on providing improved quality of service at a lower price point for our customers. We also recognize your strong desire to provide reliable, compliant, leading-edge billing and payment services that will increase customer adoption and provide a seamless user experience regardless of the channel or payment method customer uses to pay. This is exactly why the vast majority of our clients have chosen Paymentus – superior quality, best-in-class user experience with value-based and flexible pricing.

Our goal is to make it easy for you to understand and forecast your total cost outlay for payments in an industry notorious for hidden costs from legacy vendors. We look forward to your feedback and stand ready to provide additional information or answer your questions.

Paymentus Assumptions

Our competitive rate is offered with the understanding we can continue our 13+ year relationship with a five (5) year agreement for the proposed solution.

One Time Fees	
Set Up	\$0.00
Software/Hardware Costs	\$0.00
Cost for customers to be able to turn on/off email bill reminders	\$0.00
Integration Costs with CIS Infinity/Advanced Utility	<p>\$0.00 from Paymentus</p> <p>Paymentus receives reduced API integration and professional service costs for all API's. Please consult with your AUS account manager for these fees.</p> <p>Paymentus can also request these costs from AUS as needed.</p>
Ongoing Fees	
Annual Subscription/User Fees	\$0.00
Annual Maintenance/Support Fees	<p>\$0.00</p> <p>Waived the current ~\$13,500 annual maintenance fee</p>
Gateway Fees/PCI Compliance Fee	\$0.00
Chargebacks and returned checks	\$9.95 per item for each returned check/chargeback
Customer Notification Transaction Fees	<p>\$0.00 for the first 3,500 messages each month</p> <p>Additional notifications within that month are at \$0.20 per email/phone/SMS message</p>
Outbound calls	\$0.00 included at the above rates
Email notifications	\$0.00 included at the above rates
eCheck Transaction Fees	See below
One-time	\$0.50 per eCheck/ACH transaction
Recurring	\$0.50 per eCheck/ACH transaction

Non-qualified Credit Card Transaction Fees (Web and IVR)			
Per transaction fees		Fixed Charges	
% of Charges	Fixed amount per transaction	One-time	Recurring
2.95% of sales volume per transaction on Visa, MasterCard, Discover, American Express in all channels	\$0.00 Not applicable	Same	Same

Qualified Credit Card Transaction Fees (Web and IVR)			
Per transaction fees		Fixed Charges	
% of Charges	Fixed amount per transaction	One-time	Recurring
0% Not applicable	\$1.78 per transaction on Visa, MasterCard, Discover, American Express in all channels	Same	Same

Additional pricing models are available. Please let us know if the City is interested in additional options, as pricing is never an obstacle to a successful project and implementation.

FORM NO. 6B: TOTAL COST

Overall total project cost to include all related cost associated with the proposed project or scope of services, to include but not limited to: Services, software, hardware, maintenance, etc.

Paymentus Response

There are no one-time or implementation costs for the City. The Paymentus fee in Form 6A includes any set up, integration costs, migration fees, system costs, system maintenance, upgrades/enhancements, end user and client support and PCI compliance.

The total cost of the solution is determined by the City's payment volumes. Should the City provide current payment volumes, we are happy to provide a total cost proposal as Paymentus fees are transaction based and the only fees charged are for successful payment transactions.

TOTAL ONE TIME COST Not applicable.
Numeric

Not applicable
Use words, dollars/cents

Paymentus Corporation
Company Name

13024 Ballantyne Corporate Place
Address

Charlotte, NC 28277
City/State/Zip

980-255-3000 980-237-3082
Phone **Fax**

46-0523150
Tax ID

Jerry Portocalis
Authorized Person (Print)


Signature

Senior Vice President
Title

11-15-18
Date

Corporation
Entity Type

F. AFFIDAVIT, WORK AUTHORIZATION

This form must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000).

Paymentus Response

Confirmed.

G. E-VERIFY PROGRAM

Memorandum of Understanding Electronic signature page must be submitted prior to the issuance of a contract-if applicable (over \$5,000).

Paymentus Response

Confirmed.

Paymentus

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13024 Ballantyne Corporate Place, Suite 450
Charlotte, NC 28277

<https://www.paymentus.com/>

Packet Information

File #: TMP-1160, **Version:** 1

An Ordinance Approving Amendment No. 8 to the Budget for the Fiscal Year ending June 30, 2019, as adopted by Ordinance No. 8405, by Establishing a new Pay and Classification Plan.

Issue/Request:

An Ordinance approving Amendment No. 8 to the Budget for the fiscal year ending June 30, 2019, as adopted by Ordinance No. 8405, by establishing a new Pay and Classification Plan.

Key Issues:

The proposed ordinance includes the following changes to the pay and classification plan:

- Reclassifies one Police Major position to a Deputy Police Chief position.
- Updates position titles and ranges for represented employees following approval of the labor agreements.
- Moves the Compensation Specialist, Planner, and Senior Planner positions from the technical pay band to the administrative professional pay band to better align with FLSA position classifications.
- Reclassifies one Utility System Manager position to an Assistant Utility Manager System. This is a downgrade of currently vacant position that will create savings and better meet the needs of Water Utilities.

Background:

In accordance with Section 2-304 of the Code of Ordinances of the City of Lee's Summit, Missouri, the Pay and Classification Plan is a list of authorized positions and corresponding pay ranges for all City positions. The Pay and Classification Plan, attached as Exhibit A to Ordinance No. 8405, was approved as part of the budget for the Fiscal Year ending June 30, 2019.

Since the budget's adoption, the City has identified operational efficiencies that require revising certain positions and pay classifications to meet new duties and responsibilities.

Proposed Committee Motion:

I move to recommend to City Council for approval of an Ordinance approving Amendment No. 8 to the Budget for the fiscal year ending June 30, 2019, as adopted by Ordinance No. 8405, by establishing a new Pay and Classification Plan.

Nick Edwards, Assistant City Manager

Recommendation: Staff Recommends Approval

Committee Recommendation: N/A

BILL NO. 19-_____

AN ORDINANCE APPROVING AMENDMENT NO. 8 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2019, AS ADOPTED BY ORDINANCE NO. 8405, BY ESTABLISHING A NEW PAY AND CLASSIFICATION PLAN.

WHEREAS, Ordinance No. 8405, passed by the City Council on June 28, 2018, adopted the City's Budget for the Fiscal Year ending June 30, 2019; and,

WHEREAS, the Fiscal Year 2018-2019 Pay and Classification Plan, attached as Exhibit A to Ordinance No. 8405, established the pay and classification plan that contains the authorized list of City positions and pay rates for such positions; and,

WHEREAS, since adoption of the budget, operational efficiencies have been identified which requires revising certain positions and pay classifications to meet new duties and responsibilities.

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

SECTION 1. The Fiscal Year 2018-2019 Pay and Classification Plan, as adopted by Ordinance No. 8405, is hereby repealed and replaced by the pay and classification plan, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. All other provisions of Ordinance No. 8405 shall remain in full force and effect, subject to Amendment No. 1 (Ordinance No. 8457), Amendment No. 2 (Ordinance No. 8435), Amendment No. 3 (Ordinance No. 8488), Amendment No. 4 (Ordinance No. 8489), Amendment No. 5 (Ordinance No. 8510), Amendment No. 6 (Ordinance No. 8522), and Amendment No. 7 (Ordinance No. 8563).

SECTION 3. This Ordinance shall be in full force and effect from and after the effective date of the adoption and approval of the City Manager's funding plan referenced herein by the City Council.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2019.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this _____ day of _____, 2019.

BILL NO. 19-_____

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations
Daniel R. White

Pay and Classification Plan

	Hourly Rate		
	Minimum	Midpoint	Maximum
Administrative Specialists			
Band AS1			
Deputy Court Clerk Police Records Clerk Service Representative I	\$15.3475	\$19.1844	\$23.0213
Band AS2			
Administrative Assistant Airport Service Attendant Bond Clerk Cash Receipts Clerk Evidence & Property Tech. Parking Control Officer Procurement Officer I Records Management Clerk Shelter Attendant Warrant Clerk	\$16.6821	\$20.8526	\$25.0231
Band AS3			
Account Technician Accounting Clerk Business Services Rep - Dev Ctr Customer Service Rep. EMS Billing Specialist Human Resources Coordinator Office Coordinator Purchasing and Supply Officer Treasury Cashier	\$18.1327	\$22.6659	\$27.1990
Band AS4			
Deputy City Clerk Inventory And Records Specialist Legal Assistant Payroll Specialist	\$19.5159	\$24.3949	\$29.2738
Band AS5			
Data Analyst Executive Assistant	\$21.0772	\$26.3465	\$31.6158

	Hourly Rate		
	Minimum	Midpoint	Maximum
Professional Nonmanagement			
Band PN1			
Contract Compliance Coord./Para Probation/Compliance Officer	\$20.5896	\$25.7370	\$30.8844
Band PN2			
Accountant Benefits Specialist Marketing Specialist Procurement Officer II Recruitment Specialist	\$22.2525	\$27.8156	\$33.3788
Band PN3			
Community Relations Specialist Office Manager/Paralegal Compensation & Classification Specialist Planner Senior Procurement Officer	\$24.2374	\$30.2968	\$36.3561
Band PN4			
Financial Analyst Risk Management Officer Workforce Development Analyst	\$26.1764	\$32.7205	\$39.2646
Band PN5			
Cultural Arts Manager ITS Project Manager Management Analyst III Project Manager - Dev. Ctr. Public Communications Coordinator Senior Planner	\$27.8923	\$34.8654	\$41.8385
Band PN7			
Asst. Prosecuting Attorney PTR Solid Waste Superintendent	\$33.9215	\$42.4019	\$50.8823
Band PN9			
Chief Counsel of Infrastructure and Planning Chief Counsel of Management and Operations Chief Counsel of Public Safety - Civil Rights Specialist Chief Counsel of Economic Development & Planning Chief of Litigation	\$41.0396	\$51.2995	\$61.5594
Law			
Band 23 Law			
Chief Prosecuting Attorney	\$32.1173	\$44.1204	\$56.1236
Band 24 Law			
City Attorney	\$43.2692	\$69.7115	\$98.0769

	Hourly Rate		
	Minimum	Midpoint	Maximum
Technical			
Band T1			
Audiovisual Technician (Evening) Facilities Maintenance Worker I	\$16.0986	\$20.1232	\$24.1478
Band T2			
Airport Attendant Facilities Maintenance Worker II Traffic Operations Technician	\$18.1405	\$22.6756	\$27.2107
Band T3			
Community Standards Officer Development Technician Engineering Technician Facility Technician Neighborhood Services Officer Permit Technician Utility Technician	\$19.0096	\$23.7621	\$28.5145
Band T4			
Crime Scene Technician Equipment Technician Help Desk Support Specialist Operations Technician Right of Way Inspector Web Specialist	\$20.6739	\$25.8424	\$31.0109
Skilled Technical			
Band ST1			
Building Inspector Field Engineering Inspector GIS Technician System Support Analyst	\$20.6739	\$25.8424	\$31.0109
Band ST2			
CIP Resident Inspector Senior GIS Technician Utility Management Analyst	\$22.3279	\$27.9098	\$33.4918
Band ST3			
Construction Project Manager Project Manger Right-of-Way Agent System Support Specialist Technical Services Specialist (ITS)	\$24.2374	\$30.2968	\$36.3561
Advanced Technical			
Band AT1			
Senior Engineering Technician Senior Traffic Operations Tech Water Utilities Analyst	\$23.0742	\$28.8428	\$34.6113
Band AT2			
Environmental Specialist Instrumentation & Controls Tech Media Services Supervisor Plans Examiner Staff Engineer	\$25.3862	\$31.7327	\$38.0792
Band AT3			
Applications Analyst Systems Administrator Web Administrator	\$27.5392	\$34.4240	\$41.3088
Band AT4			
Applications Administrator Database Administrator GIS Coordinator	\$28.6052	\$35.7565	\$42.9078
Band AT5			
Network Administrator Senior Staff Engineer	\$32.1996	\$40.2495	\$48.2994

	Hourly Rate		
	Minimum	Midpoint	Maximum
Asst Director/Division Head			
Band AD1			
Airport Manager Court Administrator Facilities Manager Fleet Manager	\$31.2104	\$39.0130	\$46.8156
Band AD2			
Asst. Dir. of Planning and Special Projects Asst. Director of P. Wks. Oper	\$34.1117	\$42.6397	\$51.1676
Band AD3			
Asst. Dir. of Field Services Asst. Dir. of Finance-Cash and Debt Asst. Dir. of Finance-Controller Asst. Dir. of Plan Services	\$38.3454	\$47.9317	\$57.5181
Band AD4			
Asst. Dir. of Business Services Asst. Dir. of Engineering Svcs Asst. Director of App Mgmt Svcs Asst. Director of Operations	\$41.2331	\$51.5413	\$61.8496
Band AD5			
Deputy Dir. of P.Wks./City Eng Deputy Dir. of P.Wrks./Admin.	\$42.6146	\$53.2683	\$63.9219
Executive			
Band E1			
Chief Technology Officer Dir of Planning & Sp Proj Director of Development Svcs. Director of Human Resources Director of Public Works Director of Water Utilities Finance Director Fire Chief Police Chief	\$49.7468	\$62.1835	\$74.6202
Band E2			
Asst. City Mgr., Administrative Services Asst. City Mgr., Dev Svcs/Comm Asst. City Mgr., Operations	\$52.1100	\$65.1375	\$78.1650

	Hourly Rate		
	Minimum	Midpoint	Maximum
Operational Supervision			
Band OS1			
Court Clerk Supervisor	\$19.2990	\$24.1238	\$28.9485
Band OS3			
Accounts Payable Supervisor Administrative Supervisor Customer Service Supervisor Maintenance Shop Supervisor Metered Services Supervisor	\$22.8013	\$28.5016	\$34.2019
Band OS4			
Lead Traffic Operations Technician Streets Operations Supervisor	\$25.2430	\$31.5538	\$37.8645
Band OS5			
Cash Management Officer Central Building Services Supv City Clerk Lead Engineering Technician Utility System Supervisor	\$27.4381	\$34.2976	\$41.1571
Band OS6			
Animal Control Manager	\$29.6331	\$37.0414	\$44.4497
Band OS7			
Account Services Manager Control System Supervisor Systems Analyst	\$32.0038	\$40.0047	\$48.0057
Management and Supervision			
Band MS1			
Administration Manager-Dev. Administration Manager-PW Assistant Airport Manager Assistant Utility Manager Engineering Inspections Manager Mgr., Accreditation/Info Mgmt Procurement & Contract Svc Mgr.	\$28.3871	\$35.4838	\$42.5806
Band MS2			
Building Inspections Manager Codes Administration Manager IT Support Services Manager	\$30.8555	\$38.5694	\$46.2833

Planning Manager Public Works Operations Mgr.			
Band MS3			
Construction Manager Creative Services Manager IT Operations Manager Operations and Maintenance Manager Supervisory Engineer Utility System Manager	\$33.5386	\$41.9233	\$50.3079
Band MS4			
City Traffic Engineer Manager, Entprs. Tech. Svcs.	\$36.4550	\$45.5688	\$54.6825

	Hourly Rate		
	Minimum	Midpoint	Maximum
Protective Services			
Band R1			
Police Recruit	\$19.2308		\$19.2308
Band PS1			
Police Services Officer	\$15.7263	\$19.6579	\$23.5895
Band PS2			
<u>Animal Control Officer</u>	<u>\$17.0938</u>	<u>\$21.3673</u>	<u>\$25.6407</u>
Band PS3			
Communications Specialist-Pol Court Security Officer Detention Officer	\$19.6579	\$24.5724	\$29.4868
Band PS4			
Animal Control Field Supvr. Lead Comm Specialist-Police Lead Detention Officer	\$22.6066	\$28.2582	\$33.9098
Band PS5			
Communications Supvr-Police	\$25.9976	\$32.4969	\$38.9963
Band PS7			
Police Captain	\$36.7819	\$45.9774	\$55.1729
Band PS8			
Battalion Chief	\$37.7573	\$47.1966	\$56.6360
Band PS9			
Police Major I Police Major II	\$40.9285	\$50.5596	\$60.6715
Band PS10 (PSX in Lawson - 3 character limit on grade)			
Asst. Fire Chief Deputy Police Chief	\$42.4223	\$53.0279	\$63.6335

	Hourly Rate	
	Minimum	Maximum
Police - Union		
Police Officer	\$21.5385	\$35.6798
Sergeant	\$32.8067	\$42.8548
Fire - Union		
Fire Fighter	\$14.0797	\$22.1587
Fire Fighter - Paramedic	\$16.1401	\$24.2191
Fire Engineer	\$18.0632	\$24.0388
Fire Engineer - Paramedic	\$20.1236	\$26.0993
Fire Captain	\$24.7600	\$29.8942
Fire Captain - Paramedic	\$26.8204	\$31.9547
Communication Specialist	\$18.1318	\$30.1904
Lead Communication Specialist	\$19.2274	\$31.6999
IAM - Union		
Custodian	\$14.5000	\$19.5629
Meter Tech	\$14.7500	\$21.0000
Meter Specialist	\$17.0000	\$22.5000
Mechanic	\$19.0000	\$27.0000
Utility Worker Trainee	\$16.0000	\$16.0000
Utility Worker	\$18.0000	\$25.2500
Utility Specialist I	\$22.0000	\$28.5000
Utility Specialist II	\$24.0000	\$31.2500
Apprentice Operator	\$16.0000	\$16.0000
Operator	\$18.0000	\$25.2500
Skilled Operator	\$22.0000	\$28.5000
Senior Operator	\$24.0000	\$31.2500

Packet Information

File #: TMP-1174, **Version:** 1

An Ordinance Repealing Previous Ordinances related to the Schedule of Fees and Charges for the City of Lee's Summit and Establishing a New the City of Lee's Summit Schedule of Fees and Charges to take Effect July 1, 2019.

Issue/Request:

An Ordinance repealing previous ordinances related to the Schedule of Fees and Charges for the City of Lee's Summit and establishing a new the City of Lee's Summit Schedule of Fees and Charges to take effect July 1, 2019.

Key Issues:

As part of the FY20 budget process, the City has reviewed the City's current schedule of fees and charges. The Airport, Animal Control, Fire Department, Maps and GIS, and Water Utilities have identified changes as part of their respective operations and processes. The proposed changes would take effect July 1, 2019. The proposed ordinance sets forth the updated Schedules of Fees and Charges in Exhibit A to ordinance.

Airport:

The Airport operates as an enterprise fund and is expected to cover operational expenses through hangar rental, fuel sales, and ground leases. Annually, the Airport reviews the fuel mark-up rates, fees, and discounts to ensure that the Airport generates enough revenue to cover operational expenses, remain competitive in the marketplace, and is able to plan for future equipment and facilities.

-Increase Hangar, Office and Tie-down Rates by 2.2% in accordance with the CPI-U Index: Hangar rates are reviewed annually to assess the current local market and cost of operations. As an Enterprise Fund, the Airport is expected to recuperate its operational expenses through fees and services. The Airport Business Plan completed by Clough Harbour & Associates, LLP states in the Rates and Charges section on page 72 that: "Hangar prices should be increased to reflect the Consumer Price Index (CPI) if within service area competitive market rates." The current projected CPI rate is felt to be within the competitive market rates of other surrounding airports. The Kansas City Downtown Airport increased their hangar rental rates 2.2% on January 1, 2019.

-Hangar Unit Rates for Displaced Hangar Tenants: Constructions of twenty-eight new enclosed T-hangars were completed in August 2018.

Occupancy of these units consisted of new and displaced customers as part of the construction project to relocate taxiway Alpha. There are three different rental rates for the customers who were displaced that will span a three-year period. These rates were developed based on the type of rental units the customers were in previously. For FY20, the new rates are as follows: \$192 for tenants who were in the Open-T hangars; \$302 for tenants who were previously in the S-hangar units; and \$357 for tenants who were previously in the L-hangar

units. Any units that become vacant and are filled with tenants who were not impacted by the hangar removal will be rented at the full rate of \$403 per month.

-Hangar 1: Rates for single engine tenants located in Hangar 1 will increase from \$500/month to \$525/month. This fee is being increased to keep at least a \$100 margin between Hangar 1 and other enclosed hangars.

Overall, these increases for all enclosed hangars, Hangar 1, and office space will generate an additional \$1,660 in additional monthly rental revenues or \$19,920 annually. These figures are based on a 90% occupancy rate.

-Fuel Mark-Up: The Airport's FY20 proposed budget will reflect an increase in the markup on all fuels sold. The Jet-A markup will have the greatest impact of revenue for FY20. The average posted retail price of Jet-A fuel in the Kansas City area is \$6.14/gal. With the current markup structure, the Lee's Summit Airports retail price is on average \$4.63/gal for Jet-A. Staff believes that the Airport should maintain retail fuel prices within a window 5%-10%/gal below other Airports operating at least a 5500 ft. long runway and similar services levels. This flexibility allows the Airport to maintain retail prices that are competitive with other Airports operating at least a 5500 ft. long runway. The increases proposed will:

1. Improve the Airports ability to cover new operational expenses without lowering service levels.
2. Bring the Airports fuel prices more in line with airports who are operating at least a 5500 ft. long runway and offering similar services.
3. Allow the airport to plan for long-term for equipment, service, and facility improvements.

For FY20 the Airport is proposing that retail fuel prices are determined by cost plus up to \$4.00/gal. markup for Jet-A and up to \$2.00/gal. for 100LL and Unleaded fuel.

-Jet-A Sales

FY17: 58,713-gallons

FY18: 79,012-gallons

FY19: 93,000-gallons projection

The overall impact of an increase on all fuels if implemented will generate an estimated \$52,000 in Jet-A revenue and \$20,000 in Avgas revenue after discounts are applied.

-Ramp Service and Overnight Tie down Fees: Ramp service and overnight tie down fees cover labor; provide necessary equipment, and maintenance of FBO facilities associated with servicing aircraft and customers. For FY20, these fees are increasing to cover additional labor cost and bring us more in line with the local market. This fee can be waived with the purchase of fuel.

-Ramp Service Fees: For FY20, piston engine aircraft and helicopters are increasing from \$10 to \$15 and can be waived with any purchase of fuel. Jet/turboprop aircraft are increasing from \$58 to \$100 and can be waived with a purchase of 60 gallons of jet-A fuel. Other FBOs in the area are charging between \$242 and \$505. Although the Lee's Summit Airport is lower than other FBOs, the fee is appropriate for the amenities provided and hours of operations. This rate increase should generate an estimated \$2,184 in additional

revenue in FY20

-Overnight Tie-Down Fees: This fee increased for FY20 to help cover additional labor costs and bring the Lee's Summit Airport's fees more in line with the local market. For FY20, single engine piston and single engine turbo-prop aircraft, and helicopters are increasing from \$15 to \$20. Jet and Multi-engine turboprop aircraft are increasing from \$75 to \$125. This fee can be waived with the purchase of 60 gallons of fuel. Other FBOs in the area are charging between \$81 and \$264 for similar aircraft. Although the Lee's Summit Airport is lower than other FBOs, the fee is appropriate for the amenities provided and hours of operations. Overall, the increased fees will generate approximately \$1,000 in additional revenue

-Lavatory and Ground Service: The Lavatory and GPU fees are increasing from \$45 to \$65. Staff recommends increasing this fee to cover additional labor costs and to bring the Lee's Summit Airport in line with other FBOs in the Kansas City area. Other FBOs are charging between \$50 and \$80 for the same service. Increasing this fee will generate approximately \$800 in additional revenue.

-After Hours Fee: Currently, an After Hours fee of \$85 is charged when customers request service that is not scheduled ahead of time. Employees who respond are paid a minimum of four hours at time and a half. The increase to \$115 is to cover additional labor employee costs to respond to after-hour call outs. This has been calculated assuming the 4 hours at the overtime rate of 1 line attendant. We estimate the fee will generate approximately \$600 of additional revenue.

-Re-Keying Charge: A fee for re-keying is charged to customers who, as part of their lease agreement, fail to return all keys at the end of the lease agreement or, at the request of the customer due to loss of a key. This fee will cover labor and expenses associated with re-keying a hangar door. The fee is being increased from \$100 to \$125.

New Fees

-Private Hangar Pad and Parking Lot Snow Removal: This fee is to cover the overhead, fuel, and maintenance costs of removing snow from private hangar pads and parking lots. The \$125 fee will be enough to cover four snow events annually. This fee will generate approximately \$250 annually. As new hangars are built in the future, revenue should increase.

-No Call - No Show for Special Snow Removal Request: A \$250 fee will be assessed to customers who request priority snow removal to gain access to the runway. In the event that they are a no-call, no-show 1 hour prior to the requested time access was requested, the fee will be assessed. Customers who notify the Airport that their flight will be delayed/cancelled 1 hour prior to the requested departure/arrival time will not be charged.

-Grounds Maintenance for Private Hangar's: Due to the increase in private hangars, the Airport is receiving request to assist in grounds maintenance. The grounds maintenance fee will cover the labor and equipment cost associated with cutting grass and weed eating around the hangars when requested by the customer. The Airport will charge a \$100/month fee for the service. Estimated revenue will be approximately \$1200 annually.

Animal Control:

A change was made to Animal Control's fees and charges to clear up confusion and provide greater transparency for the public.

-The microchipping fee was removed from the schedule of fees and charges because this is not a service where the general public can bring their dog or cat to the shelter to have them microchipped. Microchipping only occurs when a cat or dog is adopted.

-The total adoption fee amount was updated to include a cost breakdown of what is included with that fee, which includes the microchipping service.

Fire Department:

Changes were made to the categories of ambulance fees (Basic Life Support, Advanced Life Support 1, and Advanced Life Support 2) for residents and non-residents. The updates to the fees and charges move the Fire Department closer to the established goal of collecting 50% of the emergency services cost.

Maps and GIS:

Changes were made to the Map and GIS fees and charges to ensure that the necessary amount of revenue was being collected and to provide information about what is included in the fee and charge for standard and custom maps.

Water Utilities:

-Water Tap Fees:

The Water Utilities Advisory Board reviewed the statements related to water tap fee performance and the projections within the tap fee model on December 12, 2018. The Board unanimously recommended the following:

Update Water System Improvement Projects List

Add:	Colbern Road (FY2020).....	\$1,058,000
Reduce:	Upsizing (2017-40).....	(387,782)
Reduce:	System Improvements (2030-40).....	(60,000)

Water Tap Fee Project List updated total of \$78,386,867

Utilize 585 residential equivalent units for growth for (FY2019-20).

Increase Water Tap fee residential equivalent unit to \$3,477 effective July 1, 2019 for next fiscal year (FY2019-20).

-Water and Sewer Rates:

The Financial Model (Cost of Service Model) that is utilized to establish the 5 year rate schedule was updated and presented to the Water Utilities Advisory Board on December 12, 2018. The Board reviewed the financial plan and determined that the plan was consistent with the financial objectives identified in the Water Utilities Strategic Plan below:

- Revenue to Expense Ratio - equal to or greater than 1:1 to ensure that system revenues are recovering expenses. (Operating Revenues divided by Operating Expenses)
- Coverage Ratio - minimum of 1.50:1 to assure that adequate revenues are maintained to satisfy debt obligations. (Net Revenues Available for Debt Service divided by Annual Debt Service Payments)

- Working Capital - working capital equal to 90 days of annual operating expenses
- Plan effectively for rate and revenue stability.
 - Incremental rate adjustments (annual review)
 - Rates are cost-based, equitable, and understandable
 - Promote water conservation
 - Adequately fund reinvestment in water and sewer infrastructure

The Board unanimously recommended to the City Council that Water and Sewer rates to amend the adopted rate schedule for January 1, 2022 to increase the water and sewer rates from 2% to 3% and to append the rate schedule with a 4% increase to water and sewer rates effective January 1, 2023.

In addition to the above recommendations, Staff annually reviews Meter Setup Charges based on actual costs. Increases to the contract costs of meter supplies are responsible for increases to these charges. Contracts have been established for larger meters which can now be specified in the schedule rather than appear as requiring a quote.

Proposed City Council Motion:

I move to recommend to City Council for approval an Ordinance repealing previous ordinances related to the Schedule of Fees and Charges for the City of Lee's Summit and establishing a new the City of Lee's Summit Schedule of Fees and Charges to take effect July 1, 2019.

Background:

N/A

Nick Edwards, Assistant City Manager

Recommendation: Staff recommends approval.

Committee Recommendation: N/A

BILL NO. 19-

AN ORDINANCE REPEALING THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LEE'S SUMMIT AND ESTABLISHING A NEW CITY OF LEE'S SUMMIT SCHEDULE OF FEES AND CHARGES TO TAKE EFFECT JULY 1, 2019.

WHEREAS, the City of Lee's Summit has various fees and charges that were adopted in the past by ordinance or resolution, and in 1998 the City adopted Ordinance No. 4634, which established a Schedule of Fees and Charges that consolidated all City fees and charges into a comprehensive list; and,

WHEREAS, since adoption of Ordinance No. 4634, the Schedule of Fees and Charges has been updated numerous times through the adoption of ordinances that amended the Schedule of Fees and Charges; and,

WHEREAS, the multitude of updates and amendments to the Schedule of Fees and Charges can cause confusion as to what fees and charges are currently applicable; and,

WHEREAS, the most recent amendment to the Schedule of Fees and Charges was passed on December 18, 2018, pursuant to Ordinance No. 8529; and,

WHEREAS, in order to ensure clarity for the staff and the public with respect to the fees and charges of the City, as adopted by Ordinance No. 8529 on December 18, 2018, it is the desire of the City to repeal all previous ordinances relating the Schedule of Fees and Charges, and enact a single new and complete ordinance in lieu thereof that outlines the Schedule of Fees and Charges in its entirety that will be effective as of July 1, 2019.

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

SECTION 1. The Schedule of Fees and Charges, attached hereto as Exhibit A and incorporated herein by reference, be and hereby is approved and shall be effective July 1, 2019, upon which date it shall supersede all prior versions of the Schedule of Fees and Charges.

SECTION 2. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 3. Should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

SECTION 4. This Ordinance shall be in full force and effect from and after July 1, 2019, subject to its passage, adoption, and approval by the Mayor.

BILL NO. 19-

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations
Daniel R. White

Exhibit A

FY20 Schedule of Fees and Charges						
	Current Fees:	Changes Effective July 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Airport						
FBO Offices in Administration Building 1.41/sqft		\$1.44/sq.ft.				
Office-Z.04 188 sqft	\$265.00	\$270.00				
Office-Z.05 216 sqft	\$304.00	\$311.00				
Office-Z.03 120 sqft	\$169.00	\$172.00				
Other Rental Space Per sf in Admin Bldg						
Modular Units Rental Rates \$1.26/sqft		\$1.29/sq.ft.				
Office-A: 121 sqft	\$152.00	\$156.00				
Office-B: 121 sqft	\$152.00	\$156.00				
Office-C: 154 sqft	\$194.00	\$198.00				
Office-D: 205 sqft	\$258.00	\$264.00				
Office-E: 152 sqft	\$191.00	\$196.00				
Office-F: 49 sqft	\$61.00	\$63.00				
Office-G: 294 sqft	\$370.00	\$379.00				
Hangar 1 Office Rental Rates: -1.95/sqft		\$1.99/sq.ft.				
East Office 156 sqft	\$304.00	\$310.00				
West Office 138 sqft	\$269.00	\$274.00				
North Office 94 sqft	\$183.00	\$187.00				
Tows						
Tow		\$20.00				
Fork Lift		\$45.00				
Fuel Card Replacement						
Hangar Key replacement						
Hangar Rental Fees (rounded to the nearest dollar)						
F-Building, Electric doors - 53.5' x 48' "T"	\$637.00	\$651.00				
(F) End Units Stores Rooms - 340' Extra Space	\$161.00	\$165.00				
G-Building, Electric Doors - 41.5' x 33' "T"	\$394.00	\$403.00				
(G) End Unit Store Rooms - 375' Extra Space	\$165.00	\$169.00				
H-Building, Electric Doors - 41.5' x 33' "T"	\$394.00	\$403.00				
(H) End Units Store Room - 375' Extra Space	\$165.00	\$169.00				
P-Building electric doors - 60' x 60' "T"	\$1,871.00	\$1,912.00				
Extra Jumbo Electric doors - 52' x 50' "T"	\$582.00	\$595.00				
(A) End Units, 320' Extra space	\$654.00	\$668.00				
J-Building-Aircraft Maintenance Facility	\$2,658.00	\$2,518.00				
Jumbo Electric Doors - 50' x 40' "T"	\$440.00	\$450.00				
(A) End Units, 250' Extra Space	\$530.00	\$542.00				
Middle, Electric doors - 41' x 34'	\$400.00	\$409.00				
(A) End Units, 160' Extra space	\$444.00	\$454.00				
North, Electric Doors - 41' x 32' "T"	\$351.00	\$359.00				
(A) End Units, 320' Extra space	\$443.00	\$453.00				
North, Electric Doors - 42' x 33' "T"	\$377.00	\$385.00				
(A) End Units, 160' Extra space	\$414.00	\$423.00				
(B) End Units, 320' Extra space	\$469.00	\$489.00				
Kingsize, Electric Doors - 40' x 29' "T"	\$331.00	\$338.00				
(A) End Units, 160' Extra space	\$369.00	\$377.00				
End Units, 320' Extra space	\$414.00	\$423.00				
(W) Building, Electric Doors - 42' x 32' "T"	\$394.00	\$403.00				
(W) End Units Store Room - 375' Extra Space	\$165.00	\$169.00				
X-Building, Electric Doors - 42' x 32' "T"	\$394.00	\$403.00				

		Current Fees:	Changes Effective July 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
(X) End Unit Store Rooms - 375' Extra Space		\$165.00	\$169.00				
W or X Hangar Unit Rates for Displaced Customers From L-Hangars		\$317.00	\$357.00				
W or X Hangar Unit Rates for Displaced Customers From S-Hangars		\$262.00	\$302.00				
W or X Hangar Unit Rates for Displaced Customers From Open-T-Hangars		\$152.00	\$192.00				
Hangar 1 Rental Monthly Rental Rates							
Single Engine Piston Aircraft		\$500	\$525.00				
All other aircraft (Fee based on area occupied by aircraft)		\$500-\$2,000					
Monthly Electrical Fees							
Air Compressor		\$9.00/ month					
Fan		\$3.00/ month					
Heater Portable		\$55.00/ month					
Refrigerator		\$16.00/ month					
Overnight Tie-Down Fees							
Single Engine Turbo Prop and Single/Multi Engine Piston Aircraft		\$15.00 per night; 1st night waived with fuel purchase. 2nd night waived with purchase of 50gal or more	\$20.00 per night; 1st night waived with fuel purchase. 2nd night waived with purchase of 50gal or more				
ME Turbo Props and Jets		\$75.00 per night; 1st night waived with 150 gallon purchase; 2nd night waived with purchase of 250 gal or more	\$125.00 per night; 1st night waived with 60 gallon purchase; 2nd night waived with purchase of 120 gal or more				
Helicopter		\$15.00 per night; 1st night waived with fuel purchase. 2nd night waived with purchase of 50gal or more	\$20.00 per night; 1st night waived with fuel purchase. 2nd night waived with purchase of 50gal or more				
Lavatory and Ground Service							
Lavatory Service		\$45, if no fuel purchase	\$65.00				
Power Starts							
Ground Power Unit		\$45 if no fuel purchase	\$65.00				
Preheats							
Single Piston Engine		\$45					
Twin Piston Engine		\$55					
De-Ice Service							
Initial Fee		\$150.00					
De-Ice Fluid		De-ice fluid prices are determined by market rates	De-ice fluid prices are at cost				
Ramp Service Fees for Transient Aircraft After 1 Hour							
Piston Engine(s)		\$10.00 if no fuel purchase	\$15.00 if no fuel purchase				
Jet/Turbo-Prop Aircraft		\$60.00 or 80 gallon fuel purchase	\$100.00 or 50 gallons fuel purchase				
Helicopter		\$10.00 if no fuel purchase	\$15.00 if no fuel purchase				
Minimum Fuel Service Fee		\$500					
Hangar 1 Minimum Fuel Service Fee							
Piston Aircraft 250 gal/year		\$500					
Jet-A Turbo Prop and Helicopters 900 gal/year		\$1,200					
Jet Aircraft 1800 gal/year		\$2,400					
Other Services							
Ramp Tie-down		\$59 per month	\$62.00 per month				

Current Fees:		Changes Effective July 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Self-Servicing Fuel system	\$0.18/ gallon discount					
Trash Service	\$15	\$65.00				
Temporary Storage due to inclement weather in a non-heated less than 4 Hours	\$75					
Transient Overnight and Day Hangar Fees (Non Heated)						
Single engine piston/turbo-prop and Helicopters (less than 8,000 pounds)	\$50	\$50.00 per night				
Multi-engine piston	\$75	\$75.00 per night				
Multi-engine turbo props and jet aircraft	\$175 per night	\$225.00 per night				
Transient Overnight and Day Hangar Fees (Heated Hangar)						
Single engine piston/turbo-prop and Helicopters	\$75 per night					
Multi-Engine Piston	\$100 per night					
Multi-engine Turbo Props and Jet Aircraft	\$175 per night	\$225.00 per night				
Fuel Prices						
100 Low Lead	Fuel prices are determined by market rates	Fuel prices are determined by cost plus up to \$2.00 per gallon markup				
Jet A	Fuel prices are determined by market rates	Fuel prices are determined by cost plus up to \$4.00 per gallon markup				
Unleaded	Fuel prices are determined by market rates	Fuel prices are determined by cost plus up to \$2.00 per gallon markup				
Facility Fee						
Jet Aircraft	.07 per gallon					
Piston Aircraft	.05 per gallon					
Hangar 1 Event Rental	\$500/use	\$625.00/use				
After Hours	\$85	\$115.00				
Rekeying Fee		\$125.00				
Snow Removal Fee		\$125.00/snow fall event/per request for private hangars				
No Call - No Show Upon Special Snow Removal Request		\$250.00				
Animal Control Fees						
Administrative Fee- Spay-Neuter under Section 5-137	\$50.00					
Breeder Permit	\$350.00 per breeder					
Litter Permit	\$20.00 per litter					
Hobby-Kennel or Hobby-Cattery Avocation Permit	\$40.00					
Deceased Animal disposal fee	\$12.50/ animal					
Dog & Cat License						
Spayed or Neutered	\$10.00					
Unaltered - 1st year of life	\$10.00					
Unaltered - 2nd or subsequent year of life	\$45.00					
Lifetime license - Spayed or neutered dogs & cats only	\$50.00					
*Penalty after May 1st	\$1.00					
**Replacement tag	\$1.00					
Impoundment - Dog & Cat	\$20.00					
Daily Boarding Fee	\$10.00 / day					
Impoundment of any animal - other than a dog or cat:						
Large animals	\$25.00					

Current Fees:		Changes Effective July 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Addition/Alteration 3 or 4 family	0.35% of project construction valuation					
Addition/Alteration Duplex	0.35% of project construction valuation					
Addition/Alteration Single family	0.35% of project construction valuation					
New 3 or 4 family	0.35% of project construction valuation					
New Duplex	0.35% of project construction valuation					
New Single family	0.35% of project construction valuation					
Partial Residential	0.35% of project construction valuation					
MISCELLANEOUS CONSTRUCTION ACTIVITIES AND OTHER FEES						
Addition/Alteration to other	0.15% of project construction valuation					
Move	0.5% of project construction valuation					
New other	0.45% of project construction valuation					
Repair/replace/upgrade	0.7% of project construction valuation					
Demolition permit	\$30.00					
Minimum permit fee	\$30.00					
Board of Appeals	\$300					
3rd and subsequent inspections or "Not Ready" fee						
	\$50 per inspection (when inspector arrives on site and the work is not ready to be inspected).					
After hours inspections	\$50.00 / hour					
Sidewalk Deposits	\$25 / linear foot					
Code Abatement Services	Actual cost(s) for contracted service(s) + \$100.00 Administrative charge & \$28.00 filing fee					
Lien Release Electronic Filing Fee	\$28.00					
Water Test Fee	\$100 per sample					
Engineering Plan Review and Inspection Fee	3% of project construction valuation*					
*The value used for determining the Engineering Plan Review and Inspection (EPRI) Fee under the Public Works section of the Schedule of Fees. It is determined by using: A) the "Engineering Estimate of Probable Construction Cost" as provided by a Development Applicant, which shall be verified by City Staff to ensure the values used by the Engineer for labor and material are current and accurate and that quantities are correct; or B) the Contract amount shown in the Development Applicant's Contract for the Project. The Project Construction Valuation will only be based upon the method shown in Subsection (B), if City Staff and the Development Applicant cannot agree on the proper amount by application of Subsection (A).						
Grading (Land Disturbance) Permit						
1 acre and less	\$200					
Greater than 1 acre up to 3 acres	\$400					
Greater than 3 acres up to 5 acres	\$600					
Greater than 5 acres up to 15 acres	\$800					
Greater than 15 acres up to 25 acres	\$1,000					
Greater than 25 acres up to 50 acres	\$1,200					
Greater than 50 acres	\$1,400					
LICENSING FEES						
Business Licenses	\$50.00 Flat fee					
Penalty on Business License	5% per month delinquent (25% max)					
Contractor License	\$25.00					
PLANNING FEES						
Commercial Rezoning and Preliminary Development Plan						
Commercial Rezoning and Preliminary Development Plan, less than 5 acres	\$2800.00 + two legal notice publishing charge					

Current Fees:		Changes Effective July 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Commercial Rezoning and Preliminary Development Plan, more than 5 acres	\$3600.00 + two legal notice publishing charge					
Commercial Preliminary Development Plan, less than 5 acres	\$1800.00 + two legal notice publishing charge					
Commercial Preliminary Development Plan, more than 5 acres	\$2400.00 + two legal notice publishing charge					
Comprehensive Plan and Other Plan Documents						
Comprehensive Plan Book	\$25.00					
Comprehensive Plan on CD-ROM	\$15.00					
Colored Comprehensive Plan Map only	based on size-see GIS fees under "Miscellaneous"					
Comprehensive Plan Book including all appendices	\$120.00					
Downtown Master Plan	\$25.00					
M-150/M-291 Corridor Plan	\$25.00					
Final Development Plan (Residential or Commercial)						
Staff Review FDP 0-5 acres	\$600.00					
Staff Review FDP over 5 acres	\$1,000.00					
Legal notice publishing charge (required for all Public Hearing applications)	\$165.00 per legal notice publishing charge					
Maps						
Maps using Engineering Copier - 24x36"	\$5.00					
Maps using Engineering Copier - 36x48" or larger	\$10.00					
Maps from GIS using plotter	based on size-see GIS fees					
Plans and Studies						
Historic Preservation Plan	\$20.00					
Cultural Resources Study	\$20.00					
Downtown Market Study	\$10.00					
Downtown Traffic and Parking Study	\$20.00					
Residential Rezoning & Preliminary Development Plan						
Rezoning with no PDP (AG, RDR & R-1 only)	\$700.00 + two legal notice publishing charge					
Residential Rezoning and Preliminary Development Plan, less than 5 acres	\$2400.00 + two legal notice publishing charge					
Residential Rezoning and Preliminary Development Plan, more than 5 acres	\$3000.00 + two legal notice publishing charge					
Residential Preliminary Development Plan - 0-5 acres	\$1600.00 + two legal notice publishing charge					
Residential Preliminary Development Plan - over 5 acres	\$2000.00 + two legal notice publishing charge					
Sign Permits						
Sign Permit - permanent signs	\$100.00					
Sign Permit - electric	\$100.00 + Minimum Permit Fee (See Codes Administration fees)					
Sign Permit - temporary	\$50.00					
Sign Permit - incidental signs	\$50.00					
Subdivision Plats (Residential or Commercial)						
Preliminary Plat	\$700.00 + \$ 3.00 per lot					
Minor Plat	\$600.00					
Final Plat	\$700.00 + \$3.00 per lot					
Unified Development Ord. (UDO)						
Paper	\$20.00					
CD ROM	\$10.00					
Request to Amend Unified Development Ordinance (non-City initiated)						
Request to CEDC	\$100					
Public Hearing Legal Notice to Paper	\$330					
Miscellaneous Permits and Fees						
Banners on streetlight poles	\$50 application fee					
Sign Application for Planning Commission action	\$200					
Special Use Permit - In-Home Renewals only	\$300.00 + legal notice publishing charge					
Special Use Permit (Residential or Commercial)	\$900.00 + legal notice publishing charge					
Street Name Change Application	\$100.00 + legal notice publishing charge					

Current Fees:		Changes Effective July 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Vacation of Right-of-Way	\$100.00 + legal notice publishing charge					
Vacation of Utility Easement	\$100.00					
Zoning Approval Form for Business license	no charge					
Zoning Confirmation letter	\$100.00					
Zoning Variance (Board of Adjustments)	\$300.00 + legal notice publishing charge					

Economic Development

In-House Economic Development Legal Counsel hourly rate: \$190 per hour

TIF Plans:

Legal Costs – Actual costs incurred by the Law Department based on the applicable In-House Economic Development Legal Counsel hourly rate. This amount will be charged to the Special Allocation Fund for the applicable TIF plan.

Finance Department Costs – Actual costs incurred by the Finance Department based on applicable hourly rates. This amount will be charged to the Special Allocation Fund for the applicable TIF plan.

Community Improvement Districts:

Legal Costs – Actual costs incurred by the Law Department based on the applicable In-House Economic Development Legal Counsel hourly rate. This amount will be charged to the fund managed by the by the Finance Department for the applicable CID.

Finance Department Costs – Actual costs incurred by the Finance Department based on applicable hourly rates. This amount will be charged to the fund managed by the Finance Department for the applicable CID.

Transportation Development Districts:

Legal Costs – Actual costs incurred by the Law Department based on the applicable In-House Economic Development Legal Counsel hourly rate. This amount will be charged to the fund managed by the by the Finance Department for the applicable TDD.

Finance Department Costs – Actual costs incurred by the Finance Department based on applicable hourly rates. This amount will be charged to the fund managed by the Finance Department for the applicable TDD.

Fees and Charges for Tax Abatement Approvals:

Application Fee:

0.10% of the proposed amount of the bonds, with \$1,000 minimum and \$3,000 maximum. Application Fee shall be annual; if final action on an Application does not occur within one year, a new and updated Application shall be filed together with payment of new Application Fee.

Current Fees:	Changes Effective July 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
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Issuance Fee: The applicant shall pay an issuance fee to the City at closing of the transaction according to the following schedule:

Principal Amount	Fee
Under \$1,000,000	\$4,000
\$1,000,000 to \$5,000,000	\$4,000 + \$1 per \$1,000 over \$1,000,000
\$5,000,000 to \$10,000,000	\$8,000 + \$0.75 per \$1,000 over \$5,000,000
\$10,000,000 to \$50,000,000	\$11,750 + \$0.25 per \$1,000 over \$10,000,000
Over \$50,000,000	\$21,750 + \$0.15 per \$1,000 over \$50,000,000

Fire Department

Advanced Life Support 1	\$977 resident / \$1,302 non-resident	\$1,089.00 resident / \$1,452.00 non-resident
Advanced Life Support 2	\$1,102 resident / \$1,459 non-resident	\$1,249.00 resident / \$1,626.00 non-resident
Basic Life Support (non-life threat)	\$847 resident / \$1,198 non-resident	\$944.00 resident / \$1,336.00 non-resident
Intra-City Hospital to Hospital Transfer	\$472	
Lee's Summit Medical Center		
St. Luke's East		
Truman Medical Center- Lakewood		
Mileage	\$17.50 per mile	
Standby Emergency Equipment		
Ambulance	\$150.00/ hour	
Fire Truck	\$250.00/ hour	

Maps and GIS

Pre-printed Standard Map[^]

—CD-ROM	\$15.00	
Hardcopy (Plotter - B&W or color)		
8.5 x 11	\$5.50	\$9.65
11 x 17	\$6.10	\$10.55
17 x 22	\$7.25	\$12.36
22 x 34	\$9.50	\$15.97
33 x 44	\$14.00	\$22.76
		[^] Fee includes \$8.75 for 15 minutes of labor.
		Additional copy of map will be at base price (less labor).

Custom map*

—CD-ROM	\$25.00	
Hardcopy (Plotter - B&W or Color)		
8.5 x 11	\$10.50	\$18.40
11 x 17	\$11.10	\$19.30
17 x 22	\$12.25	\$21.11
22 x 34	\$14.50	\$24.72
33 x 44	\$19.00	\$31.51
Custom size (36 x 48-60)	\$20.00	\$17.50 + \$1.39 per square foot
		*Fee includes \$17.50 for 30 minutes of labor.
		Additional time required will be billed at \$35.00 / hour in 30 minute increments. Additional copy of map will be at base price (less labor).

Miscellaneous

Credit Card Convenience Fee for Property Tax Payments	2.5% of total bill
Fees for Special Events (as defined in the UDO Article 11)	
Application Fee	\$50.00
Fee for City services for special event of one (1) day or less	\$250.00
Fee for City services for special event of two (2) days	\$500.00
Fee for City services for special event of three (3) or more days	\$1,500.00
Fee for City services for 5K run on established route (maps of established routes are available from the Police Department)	
Route 1 (downtown area)	\$1,000.00
Route 2 (Ward Road area)	\$400.00

Current Fees:		Changes Effective July 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Route 3 (Legacy Park & Blackwell area)	\$500.00					
Route 4 (Jefferson Street and Stuart Road area)	\$600.00					
Fee for City Services for athletic events, on a route approved by City Council or City staff (not on a pre-established route for 5K runs): actual cost of service, with estimated amount, determined by City staff, to be paid prior to the event, and the difference to be reimbursed by the City or paid by the applicant following the event						
Access and Search Fee	\$25.00/ hour					
Application Fees:						
Cable Franchise processing fee	\$5,000 + \$200/ 1000 population Maximum \$20,001					
Telecommunications services ROW use agreement processing fee	\$2,000 + \$100/ 1000 population Maximum \$5,001					
Application Fee for Collocation of Small Wireless Facility on City Pole without Installation/Modification/Replacement of City Pole	\$100/per pole listed in Application					
Application Fee for Collocation of Small Wireless Facility on Utility Pole with Installation/Modification/Replacement of Utility Pole in the Right-of-Way	\$500/per pole listed in Application					
Rate for Collocation of Small Wireless Facility to City Pole	\$150/per year/per pole					
Code of Ordinances (paper copy)	\$165.00					
Fireworks Sales Permit Fee	\$275.00					
Misc. Permits	\$100.00					
Penalty on Pet License	\$1.00					
Photocopies	\$0.10/ page + any applicable access & search fee					
Police						
Alarm	\$25.00 One-time Registration Fee and \$10.00 Yearly Renewal Fee					
Fingerprints	\$5.00/ 3 cards resident or \$10.00/ 3 cards non-resident					
Hourly services	\$30/ hr +\$10/hr if police vehicle is used					
Records Fees						
Initial Report Copy	\$5.00					
Microfilmed Copies	\$10.00					
Certified Reports	\$20.00					
Security Registration	\$50.00					
Replacement Fee	\$5.00					
Firing Range Use Fee	\$200 half day / \$400 full day					
*Note: Not open to public; partner law enforcement agencies only						
Solicitor Permit						
Up to 180 days	\$50.00					
Between 181 - 365 days	\$100.00					
Special Detail Services	\$43.00					
Audio cassette, CD, DVD, VHS	\$40.00					
Public Works						
Temporary Traffic Control Permit	No charge. Permit is required for temporary traffic control.					
Blasting Permit	\$150.00 per blasting application					

Current Fees:		Changes Effective July 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Decorative Sign Post	Where an existing pole is being replaced that meets the current standards, the fee is 100% total material and labor cost (est. \$130.00) Where an existing pole is being replaced that does not meet current standards, the fee is the cost difference between the standard pole and decorative pole (est. \$35.00)					
Design and Construction Manual	\$50.00 per hard copy \$5.00 per CD					
Right-of-Way Permit	\$80 per unit					
Water Utilities						
After Hours Reactivation Charge	\$50.00					
Annual Cooling Tower / Irrigation Sub-Meter charge per meter	\$50.00					
Builders Water Deposit	\$50.00					
Bulk Water Sales / per 1,000 gal	\$5.60	\$5.80	\$6.00	\$6.20	\$6.30	
Discharge Sewer Rates (regardless of source) / per 1,000 gal	\$5.59	\$5.76	\$5.94	\$6.12	\$6.29	
Hydrant Meters						
3/4" meter	\$200 deposit, \$5.00 per day + minimum 100 gallons per day @ commercial water rate					
2" meter	\$500 deposit, \$10.00 per day + minimum 250 gallons per day @ commercial water rate					
Infrastructure Repair	manpower hours + 35% for benefits, cost of materials or purchase price + cost for vehicles or equipment used in the repair					
Miscellaneous Service including After Hours	manpower hours + 35% for benefits, cost of materials or purchase price + cost for vehicles or equipment used in the repair					
Monthly Sewer Base Charge per Meter size (inches)						
5/8	\$14.58	\$15.02	\$15.48	\$15.94	\$16.58	
3/4	\$16.32	\$16.81	\$17.32	\$17.85	\$18.57	
1	\$21.86	\$22.52	\$23.20	\$23.91	\$24.87	
1 1/2	\$29.14	\$30.02	\$30.93	\$39.85	\$41.45	
2	\$43.72	\$45.04	\$46.40	\$63.76	\$66.32	
3	\$51.00	\$52.53	\$54.11	\$79.70	\$82.90	
4	\$58.28	\$60.03	\$61.84	\$111.58	\$116.06	
6	\$72.85	\$75.04	\$77.30	\$159.40	\$165.80	
8	\$87.42	\$90.05	\$92.76	\$191.28	\$198.96	
10	\$101.99	\$105.05	\$108.21	\$239.10	\$248.70	
Monthly Water Base Charge per Meter size (inches)						
5/8	\$10.25	\$10.56	\$10.88	\$11.21	\$11.65	
3/4	\$11.48	\$11.83	\$12.19	\$12.55	\$13.05	
1	\$15.37	\$15.84	\$16.32	\$16.81	\$17.48	
1 1/2	\$25.61	\$26.38	\$27.18	\$28.02	\$29.14	
2	\$40.97	\$42.20	\$43.47	\$56.03	\$58.27	
3	\$61.45	\$63.30	\$65.20	\$89.65	\$93.24	
4	\$81.93	\$84.39	\$86.93	\$112.06	\$116.55	
6	\$102.42	\$105.50	\$108.67	\$134.48	\$139.86	
8	\$153.62	\$158.23	\$162.98	\$190.51	\$198.13	
10	\$307.23	\$316.45	\$325.95	\$392.22	\$407.91	
Penalty Rate (water & sewer) outstanding balances	5%					
Plumbers Bond Deposit	\$375.00					
Reactivate Water Charge	\$25.00					
Returned Payment	\$25.00					
Service Activation Charge	\$10.00					
Service Rates (receiving Water through permanent meters)						
Commercial Rates / per 1,000 gal	\$5.18	\$5.34	\$5.51	\$5.68	\$5.82	
Residential Rates / per 1,000 gal for the first 7,000 gal	\$4.39	\$4.53	\$4.67	\$4.81	\$4.96	

	Current Fees:	Changes Effective July 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
7,000-15,000 gal	\$5.18		\$5.34	\$5.51	\$5.68	\$5.82
over 15,000 gal	\$6.46		\$6.67	\$6.86	\$7.07	\$7.28
Sewer Connection Fee / per drain opening	\$30.00					
Sewer Improvement Fee (Maybrook) / per drain opening	\$42.61					
Sewer Improvement Fee (Middle Big Creek) / per drain opening	\$33.48					
WATER - SYSTEM DEVELOPMENT CHARGES						
Water Tap Fees (Based on Meter Size) and Meter Set-up						
5/8" x 3/4"						
Tap Charge	\$3,409.00	\$3,477.00				
Meter Set-up	\$408.37	\$425.02				
3/4"						
Tap Charge	\$5,693.00	\$5,795.00				
Meter Set-up	\$454.52	\$469.90				
1"						
Tap Charge	\$9,102.00	\$9,272.00				
Meter set-up	\$656.17	\$682.39				
1 1/2"						
Displacement						
Tap Charge	\$11,363.00	\$11,590.00				
Meter set-up	\$2,355.55	\$2,694.95				
2"						
Displacement						
Tap Charge	\$22,738.00	\$23,180.00				
Meter set-up	\$2,307.98	\$2,457.66				
Compound						
Tap Charge	\$36,374.00	\$37,088.00				
Meter Set-up	Quote	\$2,972.51				
3"						
Class I & II Turbine (With Water Utilities Director Approval)						
Tap Charge	\$79,543.00					
Meter set-up	Quote					
Compound						
Tap Charge	\$72,725.00	\$74,176.00				
Meter Set-up	Quote	\$1,372.00				
4"						
Class I Turbine (With Water Utilities Director Approval)						
Tap Charge	\$136,360.00					
Meter Set-up	Quote					
Class II Turbine (With Water Utilities Director Approval)						
Tap Charge	\$143,178.00					
Meter Set-up	Quote					
Compound						
Tap Charge	\$113,633.00	\$115,900.00				
Meter Set-up	Quote	\$2,363.00				
6"						
Class I Turbine (With Water Utilities Director Approval)						
Tap Charge	\$284,083.00					
Meter Set-up	Quote					
Class II Turbine (With Water Utilities Director Approval)						
Tap Charge	\$318,173.00					
Meter Set-up	Quote					

	Current Fees:	Changes Effective July 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Compound						
Tap Charge	\$227,267.00	\$231,800.00				
Meter Set-up	Quote	\$4,060.00				
8"						
Class I Turbine (With Water Utilities Director Approval)						
Tap Charge	\$409,080.00					
Meter Set-up	Quote					
Class II Turbine (With Water Utilities Director Approval)						
Tap Charge	\$545,440.00					
Meter Set-up	Quote					
Compound						
Tap Charge	\$363,638.00	\$370,880.00				
Meter Set-up	Quote	\$6,995.00				
10"						
Class I Turbine (With Water Utilities Director Approval)						
Tap Charge	\$659,073.00					
Meter Set-up	Quote					
Class II Turbine (With Water Utilities Director Approval)						
Tap Charge	\$863,613.00					
Meter Set-up	Quote					
Compound						
Tap Charge	\$522,713.00	\$533,140.00				
Meter Set-up	Quote	Quote				

Packet Information

File #: TMP-1157, **Version:** 1

An Ordinance Authorizing the City of Lee's Summit, Missouri to use Cooperative Contract EV2230, for the Provision of Pump Parts and Repair Services on an as-needed basis to JCI Industries, Mid-America Pump, Douglas Pump Service, and FTC Equipment for an Aggregate Amount Not to Exceed \$200,000.00 Annually and Authorizing the City Manager to Execute the same by and on behalf of the City.

Issue/Request:

An Ordinance Authorizing the City of Lee's Summit, Missouri to use Cooperative Contract EV2230, for the provision of pump parts and repair services on an as-needed basis to JCI Industries, Mid-America Pump, Douglas Pump Service, and FTC Equipment for an aggregate amount not to exceed \$200,000.00 annually and authorizing the City Manager to execute the same by and on behalf of the City.

Background:

In 2016, the City of Lee's Summit, Missouri ("City") currently uses a contract for the provision of pump parts and repair services on an as-needed basis that was competitively bid by the City of Kansas City, Missouri and awarded to six vendors as Cooperative Contract EV2230.

When the City originally identified Cooperative Contract EV2230 as one the City would use, the City estimated that the annual spend for the contract would be less than \$49,999.99, and, purchase to the City's Procurement Policy, the City Manager was authorized to approve and execute the City's participation and use of the contract. To date, the City has only executed an agreement with one of the awarded vendors, JCI Industries.

After reviewing the amount the City has spent over the past two years under Cooperative Contract EV2230, the City has determined that it is spending more than \$50,000.00 and therefore requires City Council approval to continue to use Cooperative Contract EV2230.

Key Issues:

- Routine and emergency maintenance and repair activities related to water service, swimming pools, and fire service, require specialized components and parts for the specialized equipment. Disruption of service needs to be resolved in a timely fashion to maintain good customer relations and to keep facilities and equipment in service.
- Cooperative Contract EV2230 is used primarily by the Water Utilities and Parks and Recreation departments.
- Based on the historical usage and anticipating additional needs, the City wishes to execute agreements pursuant to Cooperative Contract EV2230 with Mid-America Pump, Douglas Pump Service, and FTC Equipment, who were among the six vendors awarded Cooperative Contract EV2230.
- The Cooperative Contract EV2230 expires June 1, 2021, therefore the City will review the usage of the

contract in early 2021 and determine whether 1) there is a continued need for the contract and 2) the City should issue its own solicitation for the stated parts and service.

- Under the proposed ordinance, the cumulative amount the City spent for all vendors under Cooperative Contract EV2230 cannot exceed an aggregate amount of \$200,000.00 annually. For example, if the City spent \$50,000.00 with Vendor A and \$100,000.00 with Vendor B in the same fiscal year, the City could only spend \$50,000.00 under Cooperative Contract EV2230, regardless of which vendor or vendors it used, before additional Council approval would be required.

Proposed Committee Motion: I move to recommend to the City Council approval of an ordinance authorizing the City of Lee's Summit, Missouri to use Cooperative Contract EV2230, for the provision of pump parts and repair services on an as-needed basis to JCI Industries, Mid-America Pump, Douglas Pump Service, and FTC Equipment for an aggregate amount not to exceed \$200,000.00 annually and authorizing the City Manager to execute the same by and on behalf of the City.

Rick Gentry, Procurement and Contract Services Manager

Staff recommends approval of An Ordinance approving the award Cooperative Contract EV2230 (City of Kansas City, MO) for Pump Repair and Services on an as-needed basis for a one-year term with up to two, one-year renewals to JCI Industries, Mid-America Pump, Douglas Pump Service, and FTC Equipment and authorizing the City Manager to execute the same by and on behalf of the City.

BILL NO. 19-

AN ORDINANCE AUTHORIZING THE CITY TO USE COOPERATIVE CONTRACT EV2230, FOR THE PROVISION OF PUMP PARTS AND REPAIR SERVICES ON AN AS-NEEDED BASIS TO JCI INDUSTRIES, MID-AMERICA PUMP, DOUGLAS PUMP SERVICE, AND FTC EQUIPMENT FOR AN AGGREGATE AMOUNT NOT TO EXCEED \$200,000.00 ANNUALLY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City Council has authorized the City of Lee's Summit ("City"), through Resolution 18-10 to participate in a cooperative purchasing program with City of Kansas City, Missouri to acquire goods and services in cooperation with other members of the program, thereby realizing cost savings through economies of scale and the reduction of administrative costs; and,

WHEREAS, City of Kansas City, Missouri issued a competitive bid for the provision of pump parts and repair services on an as-needed basis, and awarded the bid to six vendors under Cooperative Contract EV2230 and made such contract available for use by other public entities; and,

WHEREAS, in 2016, the City identified Cooperative Contract EV2230 one that various City departments could use and executed an agreement with JCI Industries, one of the six approved vendors; and,

WHEREAS, the City's Procurement Policy requires the City to receive City Council approval before using, or continuing to use, a cooperative purchasing agreement if the City estimates the annual spend will exceed \$50,000.00; and,

WHEREAS, when the City originally executed Cooperative Contract EV2230, it estimated spending less than \$50,000.00 annually. The City now estimates the annual spend will exceed \$50,000 and requires City Council approval before it continues to use such contract or execute new contracts with the other awarded vendors.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby approves and authorizes the City to use Cooperative Contract EV2230, attached as Exhibit A and incorporated herein by reference, for the provision of pump parts and repair services on an as-needed basis, and further authorizes the City Manager to execute contracts with any of the vendors approved under Cooperative Contract EV2230 for a one-year term, with up to two, one-year renewal terms, provided that the cumulative amount spent for all vendors under Cooperative Contract EV2230 does not exceed an aggregate amount of \$200,000.00 annually.

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

SECTION 3. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

BILL NO. 19-

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Operations and Management
Daniel R. White

**MASTER CONTRACT FOR PUMP REPAIR AND SERVICES
THE CITY OF KANSAS CITY, MISSOURI**

CONTRACT NO.: EV2230

TITLE/DESCRIPTION: PUMP REPAIR AND SERVICE

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY" or "City"), and JCI Industries, Inc. ("CONTRACTOR" or "Contractor").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Master Contract for Pump Repair Services; and
- (b) CITY's Invitation for Bid No. EV2230 dated 11-25-15 including:
 - i. the Specifications; and
 - ii. CONTRACTOR's pricing; and
 - iii. Instructions and Conditions for Invitations for Bid and Request for Quotations Form 1215-063 (Rev 04-01-12);
 - iv. HRD 06 RFQ/P Instructions
 - v. HRD 8: Contractor Utilization Plan/Request for Waiver
 - vi. Letter of Intent to Subcontract
 - vii. HRD 10: Timetable for MBE/WBE Utilization
 - viii. HRD 11: Request for Modification or Substitution
 - ix. HRD Monthly Reporting Forms.
- (c) any CITY issued Purchase Order to CONTRACTOR; and
- (d) any Work Order approved and executed by the CITY; and
- (e) if applicable, any City required prevailing wage forms and the Annual Wage Orders for Clay, Jackson and Platte Counties including:
 - (1) Annual Wage Order
 - County – Cass, Clay, Jackson, Platte or Ray
 - Work Type: State – Heavy
 - State – Building
 - Federal – Heavy
 - Federal – Building
 - Federal – Building
 - (2) Division of Labor Standards Rules & Regulations
 - (3) 01290.08 Wage Rate Verification Questionnaire
 - (4) 01290.09 Subcontractors and Major Material Suppliers List
 - (5) 01290.11 Daily Labor Force Report
 - (6) 01290.14 Contractor Affidavit for Final Payment
 - (7) 01290.15 Subcontractor Affidavit for Final Payment

MASTER CONTRACT FOR PUMP REPAIR AND SERVICES

(REV. 11-19-12)

- (f) if applicable, required Performance and Maintenance Bonds and Payment Bonds on City required forms; and
- (g) any and all Attachments and Exhibits attached to the Contract;

All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract by reference. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents." Each executed Work Order is a separate contract between the CITY and CONTRACTOR and the Contract is automatically incorporated by reference in each Work Order even if the Work Order does not state the Contract is incorporated by reference in the Work Order.

Sec. 2. Term of Contract.

- (a) **Initial Term.** The initial term of this Contract shall begin on July 25, 2016 and shall end on July 24, 2017.
- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to four additional one year terms.
- (c) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Purchase Orders and Work Orders. CITY shall order all Equipment and Services to be provided by CONTRACTOR under this Contract by a means of a Work Order executed by the CITY and CONTRACTOR provided however, CONTRACTOR shall not provide any Equipment or Services for any Work Order executed by the CITY and CONTRACTOR unless there is Purchase Order issued by the CITY's Manager of Procurement Services for which sufficient funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligation to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR and CONTRACTOR shall not provide any Equipment and Services in excess of the dollar amount contained in any Purchase Order even if there is an executed Work Order between the CITY and CONTRACTOR. CONTRACTOR shall not be entitled to any payment from CITY in excess of the dollar amount of the Purchase Orders from CITY even if such amount is authorized in a Work Order executed by CITY and CONTRACTOR.

Sec. 4. Performance and Maintenance Bond and Payment Bond.

- (a) If a Work Order is estimated to exceed \$50,000.00 and is for the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the public entity as defined by Section 107.170, RSMo, CONTRACTOR shall obtain a performance and maintenance bond and payment bond as required by this Section. **For purposes of this Contract, the CITY and CONTRACTOR agree that CONTRACTOR shall provide a performance and maintenance bond and payment bond for any Work Order that requires the CONTRACTOR to replace a Water Pump.** The City approved performance and maintenance bond and payment bond are incorporated in this Contract by reference and Contractor shall require its Surety to issue the performance and maintenance bonds and payment bonds on City approved forms.
- (b) All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent. If the surety on any Bond furnished by Seller is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of the preceding sentence, Seller shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.
- (c) The performance and maintenance bond and payment bond shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- (d) All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds. All surety companies shall hold an A.M. Best rating of B+, V, or better.
- (e) If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 5. Prevailing Wage.

- A. Prevailing Wage. If a Work Order includes work that requires payment of prevailing wage as set forth in Sections 290.210 to 290.340, RSMo (the "Law"), CONTRACTOR shall pay workers prevailing wage in accordance with this Section and the Law. Under the Law, work that meets the definition of "construction" "includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair." **A water pump replacement is considered to be construction and not maintenance work under the Law.**

"Maintenance work" that is not subject to the Law is defined as "the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased."

1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's forms. Contractor shall:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours.

City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

- b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
- c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

- 6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.
- 7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
- 8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with

the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
 10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
 11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
 12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/lis/index.htm>.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/lis/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 6. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent

MASTER CONTRACT FOR PUMP REPAIR AND SERVICES

(REV. 11-19-12)

possible in the performance of City contracts. Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is incorporated herein as part of the Bid Form. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Contractor shall comply with City's MBE/WBE Program Reporting System requirements. Contractor shall use City's Internet web based MBE/WBE Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

CONTRACTOR

I hereby certify that I have the authority to execute

this document on behalf of CONTRACTOR

Contractor: ICI Industries Inc.
By: Robert J. Kopp
Title: CEO/owner
Date: 7/20/16

APPROVED AS TO FORM

[Signature]
Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: Gordon Rowan
Title: Manager of Procurement Services
Date: 7/29/16

MASTER CONTRACT FOR PUMP REPAIR AND SERVICES



STANDARD INSTRUCTIONS AND CONDITIONS

PUMP REPAIR AND SERVICE

1. INTENT

The intent and purpose of the City of Kansas City, Missouri, is to solicit competitive bids for PUMP REPAIR AND SERVICE

2. AWARD

Award will be made in the best interest of the City of Kansas City, Missouri to the lowest and best responsive and responsible Bidder.

3. RENEWAL OPTIONS

- 3.1 The period of performance under the contract is for one (1) year at fixed and firm prices with a unilateral contractual right on the part of the City to extend this price for an additional four (4) one-year periods.
- 3.2 The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
- 3.3 The option year prices will be determined by the Buyer by negotiation with the Supplier. (Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)

4. ORDERING AND SHIPPING INSTRUCTIONS AND LIMITATIONS

- 4.1 Products/services needed by the City will usually be ordered against a blanket purchase order issued by the Procurement Services Division. The purchase order will be for a stated dollar amount and will terminate at time shown on purchase order or expiration of contract, whichever is earlier. Purchase orders for specific items and quantities may also be issued against this contract.
- 4.2 The City department named in the "Ship to Address" on the purchase order is required to provide the Supplier with the names of persons authorized to place orders against the contract. Personnel picking up merchandise must show an official City of Kansas City, Missouri identity card, and provide the purchase order number to the Supplier at the time of pick up.



- 4.3 Any material still on back order thirty (30) days beyond the expiration of the contract or the order date will be considered cancelled and any subsequent deliveries will be refused.

5. TAX CLEARANCE FOR CITY

Prior to the City making the first payment under any contract or contract renewal term, Supplier must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission. Bidders may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. <http://www.kcmo.org>

6. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's Certificate of Good Standing from the Missouri Secretary of State's website. www.sos.mo.gov

7. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's valid business license. Bidders may obtain this business license from the City's Revenue Division/Business License section at <http://www.kcmo.org> or (816) 513-1135.

8. EMPLOYEE ELIGIBILITY VERIFICATION

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the City and included in this IFB, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

9. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's



employ. By submitting a Bid, Bidder affirms that Bidder and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Bid to be rejected.

10. SUPPLIER PRICING GUARANTEE

The contracting Supplier guarantees that as a certified Supplier of the City, and by entering into this agreement, agrees not to sell to any other governmental agency at lower prices than specified in this contract. If lower prices are offered to other governmental agencies for the same product or service, then those same lower prices will be offered to the City and the contract modified to reflect the lower price change.

11. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

(a) Buy American Preference

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) Buy Missouri Preference

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Bidder's responsibility to claim these preferences.

12. NON-PERFORMANCE OPTION TO TERMINATE

The City reserves the right to terminate the contract for non-performance if service is deemed unacceptable or not in accordance with the listed specifications. The date of termination shall be stated in written notice to the Supplier. The City shall be the sole judge of non-performance under the contract.

All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified.



13. CONTRACT EXTENSION

This contract may be extended by the City at its sole option under the same terms and conditions despite the expiration of the original contract or any option to renew as long as the contract has not been expired for more than ninety (90) days.

14. CERTIFICATE OF INSURANCE

The successful Bidder is required to furnish evidence of the following insurance in accordance with paragraphs 58G to 58I, INSTRUCTIONS AND CONDITIONS. Satisfactory evidence of insurance will be required by completion of a Certificate of Insurance or by other means outlined in Paragraph 58 G through I. Certificates must be provided within twenty-one (21) calendar days after receipt of a request for an insurance certificate. Work may not commence until the Certificate of Insurance showing evidence of contractual liability is received. Failure to provide the Certificate in a timely manner may be grounds for disqualification of a bid or default of a contract. Payment of invoices will be withheld until the Certificate is approved.

- 14.1 The City's Certificate of Insurance form has all City required language included. An insurance agent must indicate coverage and complete and sign the form. The coverage requirements are as follows:

General Liability:

\$1,000,000 Combined Single Limit per Occurrence, and
\$2,000,000 aggregate per Occurrence

Automobile Liability:

\$1,000,000 Combined Single Limit per Occurrence

Workers' Compensation and Employer's Liability shall meet statutory requirements.

- 14.2 If an alternate non-standard City form for insurance certification is utilized, it must:

Name the City of Kansas City, Missouri as the certificate holder;
Name the City of Kansas City, Missouri as an additional insured; and
Provide cancellation notification to the City thirty (30) days before cancellation.

Standard cancellation clauses must have the wording "endeavor to" or "try to" deleted.

Any reference absent of obligation for failure to notify certificate holder must be deleted.

- 14.3 Please refer to the front of this document for the name of the Buyer and the Bid Number. This information must be included on your Insurance Certificate and/or Bid/Performance Bond.



15. GREEN, ECO-FRIENDLY, SUSTAINABLE INITIATIVES

It is the desire of the City of Kansas City, Missouri to purchase and use as much "green, eco-friendly, sustainable" product as possible. From a "Lifestyle" perspective, this could include: Product Content, Pre-Manufacture, Manufacture, Product Design, Packaging and Distribution, Use/Re-use and Maintenance, and Waste Management.

The City recognizes EnergyStar, GreenSeal, and UL Environmental among others.

16. EMERGENCIES

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, Supplier shall provide special services to the City including Supplier shall open Supplier's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) Supplier shall not charge City any fee for opening facilities during an emergency or for extending Supplier's hours of operation during a disaster. City shall pay Supplier the agreed upon contract prices for all purchases made by City during the disaster and Supplier shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- (d) Supplier shall quickly mobilize Supplier's internal and external resources to assist City when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, Supplier's facilities shall stay open 24 hours if requested by the City. Supplier shall utilize additional Supplier personnel to take City orders if necessary. Supplier's Call Center shall accept phone orders 24 hours a day.
- (f) Supplier shall have contingency plans with Supplier's suppliers to provide additional supplies and equipment quickly to City as needed.
- (g) Supplier shall cooperate with City to properly document any and all expenses incurred by City with Supplier and Supplier shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).



17. BID INFORMATION

The public bid opening will be held on 05/10/2016* at 2:00 PM (CDT) at the address listed below. Bids are mailed to the following address:

Ronnell E. Simpson, Sr.
Senior Procurement Officer
Procurement Services Division
City of Kansas City, Missouri
1st Floor, 102 W, City Hall
414 East 12th Street
Kansas City, MO 64106-2793

The bid results will be available thirty (30) days after the bid opening. Please contact *Buyer at ronnell.simpson@kcmo.org

18. QUESTIONS AND ANSWERS

For further information or clarification, any and all questions must be submitted in writing via e-mail or faxed as follows to:

Ronnell E. Simpson, Sr.
Senior Procurement Officer

FAX: (816) 513-1156
E-mail: ronnell.simpson@kcmo.org

All questions submitted will be answered in writing. If your question results in a change in the Specifications, an Addendum will be sent to all prospective Bidders.

The deadline for questions concerning this IFB 05/02/2016 at 12:00 Noon.



SPECIAL INSTRUCTIONS AND CONDITIONS

1. PRICING AND PAYMENT

- 1.1 Prices are to be firm and fixed for the period of the contract.
- 1.2 Prices will be as quoted on items listed on the **Pricing** page(s).
- 1.3 The City is under no obligation to pay invoices in excess of the purchase order limitations. Departmental personnel do not have the authority to order in excess of the purchase order amount. The Supplier will not sell to any department in excess of the purchase order amount.

2. MATERIAL SPECIFICATIONS

All material used will be new. No salvaged material is to be used for this Contract.

19. MBE/WBE GOALS

- (a) The City desires that City certified Minority Business Enterprises (MBEs) and City certified Women Business Enterprises (WBEs) have a maximum opportunity to participate in the performance of City contracts. The MBE/WBE participation goals for this Project are 10% MBE participation and 5% WBE participation.
- (b) The City's HRD Forms and Instructions are incorporated into this Request for Proposals and the Contract Documents.
- (c) **Please complete HRD Form 13 - Affidavit of Intended Utilization and return it with your Proposal.** The City of Kansas City, Missouri has a list of City Certified MBEs/WBEs at <http://kcmo.org/CKCMO/Depts/CityManagersOffice/HumanRelationsDivision/DisadvantagedMinorityandWomenBusinessEnterpriseSection/index.htm> (click on the "DMWBE Directory Search"). Please contact the City's Human Relations Department at 816-513-1836 for assistance on any aspect of the MBE/WBE program.



SPECIFICATIONS

PUMP REPAIR AND SERVICE

1. REPAIR ORDERS

1.1 Authorization of Work

1.1.1 All work performed under this contract must be covered by a purchase order with proper certification of funds and a sufficient fund balance. Under no circumstances will work be performed that is not funded and authorized in advance. Any work performed that is not covered by a purchase order will be at the Contractor's risk and expense.

1.1.2 The contractor will notify using department if cost of repair is unreasonable as opposed to replacement cost. Fifty percent (50%) of the cost will be the guideline.

1.2 New or Reconditioned Pumps

1.2.1 New or reconditioned pumps may be purchased through this contract if they are to replace a pump that is deemed not repairable or if repair cost exceeded 50% of the purchase price of a new pump or if deemed necessary by the department.

1.2.2. New or reconditioned pumps must meet fit form, and function of the replacement pump. Items listed are representative of the brands and types of pumps in use by the City. Other types may also be serviced as required.

1.2.3 Warranty: Reconditioned pump warranty shall be fifteen months from date received or twelve months from date put into service, whichever is less. New pump warranty shall be as provided by manufacturer, shall be minimum twelve months, may be purchased extended warranty if offered and accepted, and shall start three months after received or from date put into service whichever is less.

1.3 Cost Estimates

1.3.1 Prior to commencing work, a work order cost estimate will be prepared and submitted to the department ordering work under the contract. The estimate must be reviewed and approved by a departmental supervisor. The estimate may become a part of a purchase order issued for a single repair work order or be approved as part of a series of work orders issued against a blanket purchase order.



1.3.2 Estimates will be as firm and accurate as is possible without equipment disassembly and without delay to secure finite parts price from manufacturers. These costs will be referred to as the target cost.

1.3.3 All estimates will contain a ceiling cost. The ceiling cost may not be exceeded without the written authorization of the departmental supervisor. When, during the course of a repair job, it becomes apparent that the ceiling cost will be exceeded, the Contractor will immediately inform the departmental supervisor who approved the estimate, and prepare a new estimate with a revised target cost and a new ceiling cost. The revised estimates must be approved prior to incurring costs beyond the previously agreed ceiling cost.

1.3.4 Labor hour costs will be at the rate shown in this Contract or lower.

1.4 Stop Work Orders

1.4.1 The City reserves the right to order, in writing, that all work cease on the work order.

1.4.2 The City will be obligated only for work performed up to the issuance of the stop work order.

2. REPAIR ORDER PAYMENT

2.1 A fully itemized work order will be submitted to the department at the time of delivery. It will contain detailed labor hours, price list of materials and parts used. Labor rates on each service will be separated and listed on the invoice.

2.2 Final payment will be made only after delivery of the equipment and completion of the final acceptance inspection.

2.3 Invoices submitted for payment will reference and have attached a copy of the work order.

2.4 The City is obligated to promptly pay all valid invoices and to take prompt action to resolve any differences in regards to acceptance of work and payment.



3. Additional Services

- 3.1 Each contracting pump companies are being ask to provide the following services in their contracts to pickup and delivery service, provide each pump is pressure leak tested after assembly and fast turn-around for less downtime. Field start-up and troubleshooting eliminates downtime and factory authorized warranty service assures quality. Dedicated and Highly trained staff for superior service inventory of pumps and parts for on time delivery.
- 3.2 Training and Education Programs For Product Knowledge and Preventative Maintenance Agreements for Extended Service Life on site rental group to assist with temporary needs Quality Control For Greater Reliability and 24-Hours/7 Days A Week Emergency Service.
- 3.3 Be able to provide these services if and when needed:
- Complete Monitoring and Controls Capabilities
 - Gear Motors and Speed Reducers, Impeller Balancing
 - Control Panel Repair or Replacements
 - Field Service Install, Startup, Repair and Troubleshooting
 - Vibration Monitoring and Analysis
 - Oil Analysis
 - Airborne Ultrasound
 - Thermography
 - Field Dynamic Balancing
 - Alignment Services
 - Predictive Services

4. OEM PARTS & Service

Each company must provide OEM parts and services for their prospective manufactures.

- 4.1 OEM Parts and Factory Trained Technicians, Coupling Replacement and Laser Alignment, Alignment, Vibration, Thermography and Predictive Maintenance, Engineered Pump Packages and Process Solutions, Retrofit/Upgrade Programs (Tier I, II, III), Failure and System Analysis Vertical Turbine Re-bowling, Bearing and Seal Replacement, Custom Fabrications, Custom Machining, Welding and Fabrication, Shaft and Sleeve Repair, Mechanical Seal Repair/Installation, Repair/Rebuild For All Makes and Models

**PRICING**

JCI Industries Inc

WE HAVE READ ALL INSTRUCTIONS & CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS,
AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:

CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE
72082		<u>PUMP REPAIR AND SERVICE</u>		
	1.	PERCENTAGE (%) MARK-UP OVER ACTUAL VENDOR COST FOR PUMP AND PUMP REPAIR PARTS PURCHASED BY THE CITY.		<u>22</u> % MARK-UP OVER THE ACTUAL VENDOR COST
	2.	PLEASE LIST THE PUMP AND PUMP REPAIR PART MANUFACTURERS THAT ARE MANUFACTURER AUTHORIZED TO PERFORM SERVICE/REPAIR/WARRANTY WORK AND HAVE IMMEDIATE AVAILABILITY FOR THE CITY TO PURCHASE. ATTACH AS APPENDIX 3. THIS LIST MUST BE ATTACHED TO YOUR BID-(LINE CARD). NOTE: "GREASE PRODUCTS" USED BY THE VENDOR SHALL BE COMPATIBLE WITH THE GREASE PRODUCTS CURRENTLY IN USE BY THE CITY. ALL GREASE PRODUCTS USED BY THE VENDOR SHALL FIRST BE APPROVED BY THE CITY BEFORE USE ON CITY EQUIPMENT.		
	3.	HOURLY RATE FOR REPAIR OR SERVICE IN SHOP DURING REGULAR BUSINESS HOURS (MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M.)		<u>\$ 64.00</u> PER HOUR
	4.	HOURLY RATE FOR REPAIR OR SERVICE IN SHOP AFTER REGULAR BUSINESS HOURS (MONDAY – FRIDAY, 5:00 P.M. TO 8:00 A.M.)		<u>\$ 88.00</u> PER HOUR

**CITY OF KANSAS CITY, MISSOURI**

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE
	5.	HOURLY RATE FOR REPAIR OR SERVICE ON WEEKENDS IN SHOP.		<u>\$ 88.00</u> PER HOUR
	6.	HOURLY RATE FOR REPAIR OR SERVICE ON HOLIDAYS IN - SHOP.		<u>\$ 116.00</u> PER HOUR
	7.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE DURING NORMAL.		<u>\$ 69.00</u> PER HOUR
	8.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE AFTER REGULAR BUSINESS HOURS (MONDAY - FRIDAY, 5:00 P.M. TO 8:00 A.M.)		<u>\$ 97.00</u> PER HOUR
	9.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE ON HOLIDAYS.		<u>\$ 120.00</u> PER HOUR
	10.	SERVICE CALL LABOR RATE TO INSPECT DISABLED PUMPS USING NORMAL BUSINESS HOURS (MONDAY - FRIDAY, 8:00 A.M. TO 5:00 P.M.		<u>\$ 69.00</u> PER HOUR
		JCI Industries Inc.		



SUPPLIER INFORMATION

JCI Industries Inc

1. OTHER ITEM DISCOUNTS

Please state the City contract discount from the Manufacturer's Current Price List.

five percent to twenty-five percent

Percentage Discount: 5 - 25 %

2. HOURS OF OPERATION AND LOCATION

Monday through Friday 7:00 a.m. to 4:00 p.m.

Holidays and Weekends 24-hour answering service (816-525-3320)

Contact Name Mitch Hoffman

Telephone Number 816-525-3320

Cell Phone Number 816-401-8705

Address of Service Location(s) 1161 SE Hamblen Road, Lee's Summit, MO 64081

3. DELIVERY SERVICES

Indicate advance notice required prior to delivery: 2 Hours

State normal delivery schedule: 8:00 a.m. to 3:00 p.m. Monday through Friday

State minimum order value to qualify for free delivery: \$ 0.00

State cost of delivery if less than minimum order value: \$ N/A



ADDITIONAL INFORMATION

1. **CONTRACT PERIOD**

The **initial** contract period shall be from 06/01/ 2016 through 05/31/2017.

2. **RENEWAL OPTIONS**

	OPTION YEAR	DATE RANGE OF RENEWALS	PRICES BID TO REMAIN FIRM & FIXED PRICING?	
			YES	NO
2.1	One	June 1, 2017 through May 31, 2018	<u>X</u>	_____
2.2	Two	June 1, 2018 through May 31, 2019	<u>X</u>	_____
2.3	Three	June 1, 2020 through May 31, 2021	_____	<u>X</u>
2.4	Four	June 1, 2021 through May 31, 2022	_____	<u>X</u>

3. **COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS**

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

YES X NO _____



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
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PRICING

Douglas Pump Service

WE HAVE READ ALL INSTRUCTIONS & CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS,
AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:

CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE
72082		<u>PUMP REPAIR AND SERVICE</u>		
	1.	PERCENTAGE (%) MARK-UP OVER ACTUAL VENDOR COST FOR PUMP AND PUMP REPAIR PARTS PURCHASED BY THE CITY.		25 % MARK-UP OVER THE ACTUAL VENDOR COST
	2.	PLEASE LIST THE PUMP AND PUMP REPAIR PART MANUFACTURERS THAT ARE MANUFACTURER AUTHORIZED TO PERFORM SERVICE/REPAIR/WARRANTY WORK AND HAVE IMMEDIATE AVAILABILITY FOR THE CITY TO PURCHASE. ATTACH AS APPENDIX 3. THIS LIST MUST BE ATTACHED TO YOUR BID-(LINE CARD). NOTE: "GREASE PRODUCTS" USED BY THE VENDOR SHALL BE COMPATIBLE WITH THE GREASE PRODUCTS CURRENTLY IN USE BY THE CITY. ALL GREASE PRODUCTS USED BY THE VENDOR SHALL FIRST BE APPROVED BY THE CITY BEFORE USE ON CITY EQUIPMENT.		
	3.	HOURLY RATE FOR REPAIR OR SERVICE IN SHOP DURING REGULAR BUSINESS HOURS (MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M.)		\$ 75.00 PER HOUR
	4.	HOURLY RATE FOR REPAIR OR SERVICE IN SHOP AFTER REGULAR BUSINESS HOURS (MONDAY – FRIDAY, 5:00 P.M. TO 8:00 A.M.)		\$ 112.50 PER HOUR



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CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE
	5.	HOURLY RATE FOR REPAIR OR SERVICE ON WEEKENDS IN SHOP.		\$ 112.50 PER HOUR
	6.	HOURLY RATE FOR REPAIR OR SERVICE ON HOLIDAYS IN - SHOP.		\$ 150.00 PER HOUR
	7.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE DURING NORMAL.		\$ 80.00 PER HOUR
	8.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE AFTER REGULAR BUSINESS HOURS (MONDAY – FRIDAY, 5:00 P.M. TO 8:00 A.M.)		\$ 120.00 PER HOUR
	9.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE ON HOLIDAYS.		\$ 160.00 PER HOUR
	10.	SERVICE CALL LABOR RATE TO INSPECT DISABLED PUMPS USING NORMAL BUSINESS HOURS (MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M.)		\$ 80.00 PER HOUR
		Douglas Pump Service		



CITY OF KANSAS CITY, MISSOURI

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PRICING

Mid-America Pump

WE HAVE READ ALL INSTRUCTIONS & CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS, AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:

CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE
72082		<u>PUMP REPAIR AND SERVICE</u>		
	1.	PERCENTAGE (%) MARK-UP OVER ACTUAL VENDOR COST FOR PUMP AND PUMP REPAIR PARTS PURCHASED BY THE CITY.		<u>30</u> % MARK-UP OVER THE ACTUAL VENDOR COST
	2.	PLEASE LIST THE PUMP AND PUMP REPAIR PART MANUFACTURERS THAT ARE MANUFACTURER AUTHORIZED TO PERFORM SERVICE/REPAIR/WARRANTY WORK AND HAVE IMMEDIATE AVAILABILITY FOR THE CITY TO PURCHASE. ATTACH AS APPENDIX 3. THIS LIST MUST BE ATTACHED TO YOUR BID-(LINE CARD). NOTE: "GREASE PRODUCTS" USED BY THE VENDOR SHALL BE COMPATIBLE WITH THE GREASE PRODUCTS CURRENTLY IN USE BY THE CITY. ALL GREASE PRODUCTS USED BY THE VENDOR SHALL FIRST BE APPROVED BY THE CITY BEFORE USE ON CITY EQUIPMENT.		
	3.	HOURLY RATE FOR REPAIR OR SERVICE IN SHOP DURING REGULAR BUSINESS HOURS (MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M.)		\$ <u>90⁰⁰</u> PER HOUR
	4.	HOURLY RATE FOR REPAIR OR SERVICE IN SHOP AFTER REGULAR BUSINESS HOURS (MONDAY – FRIDAY, 5:00 P.M. TO 8:00 A.M.)		\$ <u>135⁰⁰</u> PER HOUR



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CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE
	5.	HOURLY RATE FOR REPAIR OR SERVICE ON WEEKENDS IN SHOP.		\$ <u>135⁰⁰</u> PER HOUR
	6.	HOURLY RATE FOR REPAIR OR SERVICE ON HOLIDAYS IN - SHOP.		\$ <u>180⁰⁰</u> PER HOUR
	7.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE DURING NORMAL.		\$ <u>180⁰⁰</u> PER HOUR
	8.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE AFTER REGULAR BUSINESS HOURS (MONDAY - FRIDAY, 5:00 P.M. TO 8:00 A.M.)		\$ <u>135⁰⁰</u> PER HOUR
	9.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE ON HOLIDAYS.		\$ <u>180⁰⁰</u> PER HOUR
	10.	SERVICE CALL LABOR RATE TO INSPECT DISABLED PUMPS USING NORMAL BUSINESS HOURS (MONDAY - FRIDAY, 8:00 A.M. TO 5:00 P.M.		\$ <u>90⁰⁰</u> PER HOUR
		Mid-America Pump		



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PRICING

FTC Equipment

WE HAVE READ ALL INSTRUCTIONS & CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS,
AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:

CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE
72082		<u>PUMP REPAIR AND SERVICE</u>		
	1.	PERCENTAGE (%) MARK-UP OVER ACTUAL VENDOR COST FOR PUMP AND PUMP REPAIR PARTS PURCHASED BY THE CITY.		<u>25</u> % MARK-UP OVER THE ACTUAL VENDOR COST
	2.	PLEASE LIST THE PUMP AND PUMP REPAIR PART MANUFACTURERS THAT ARE MANUFACTURER AUTHORIZED TO PERFORM SERVICE/REPAIR/WARRANTY WORK AND HAVE IMMEDIATE AVAILABILITY FOR THE CITY TO PURCHASE. ATTACH AS APPENDIX 3. THIS LIST MUST BE ATTACHED TO YOUR BID-(LINE CARD). NOTE: "GREASE PRODUCTS" USED BY THE VENDOR SHALL BE COMPATIBLE WITH THE GREASE PRODUCTS CURRENTLY IN USE BY THE CITY. ALL GREASE PRODUCTS USED BY THE VENDOR SHALL FIRST BE APPROVED BY THE CITY BEFORE USE ON CITY EQUIPMENT.		
	3.	HOURLY RATE FOR REPAIR OR SERVICE IN SHOP DURING REGULAR BUSINESS HOURS (MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M.)		<u>\$ 80.00</u> PER HOUR
	4.	HOURLY RATE FOR REPAIR OR SERVICE IN SHOP AFTER REGULAR BUSINESS HOURS (MONDAY – FRIDAY, 5:00 P.M. TO 8:00 A.M.)		<u>\$ 120.00</u> PER HOUR

**CITY OF KANSAS CITY, MISSOURI**

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE
	5.	HOURLY RATE FOR REPAIR OR SERVICE ON WEEKENDS IN SHOP.		\$ <u>120.00</u> PER HOUR
	6.	HOURLY RATE FOR REPAIR OR SERVICE ON HOLIDAYS IN - SHOP.		\$ <u>160.00</u> PER HOUR
	7.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE DURING NORMAL.		\$ <u>90.00</u> PER HOUR
	8.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE AFTER REGULAR BUSINESS HOURS (MONDAY - FRIDAY, 5:00 P.M. TO 8:00 A.M.)		\$ <u>135.00</u> PER HOUR
	9.	HOURLY RATE FOR REPAIR OR SERVICE ON - SITE ON HOLIDAYS.		\$ <u>180.00</u> PER HOUR
	10.	SERVICE CALL LABOR RATE TO INSPECT DISABLED PUMPS USING NORMAL BUSINESS HOURS (MONDAY - FRIDAY, 8:00 A.M. TO 5:00 P.M.		\$ <u>90.00</u> PER HOUR
		FTC Equipment		



4. **AUTHORIZED SIGNATURE**

By submission of the IFB, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this bid have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the bid and to execute any resulting contract awarded as the result of, or on the basis of, the bid;
- Bidder will not withdraw the bid for ninety (90) days;

* * *

By the below signature, I hereby certify that I have both the legal authority from my company and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: Robert Toth

Signature: 

Title: President

Company Name: JCI Industries, Inc.

Address: 1161 SE Hamblen Road

City, State, Zip: Lee's Summit, MO 64081

Telephone Number: 816-525-3320

Fax Number: 816-525-5881

E-mail Address: cloth@jciind.com

E-mail Address for Purchase Orders: mhoffman@jciind.com; cpeace@jciind.com

Date: May 16, 2016



5. **EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 11th day of May, 2016, before me appeared Robert L. Toth, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the president (title) of JCI Industries, Inc. (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. The documentation will consist of the first and last pages of the E-Verify Memorandum of Understanding that the Contractor obtained upon successfully enrolling in the program.



I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

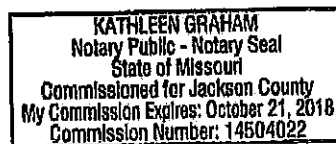
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Affiant's signature

Subscribed and sworn to before me this 16 day of May, 2016.

Notary Public

My Commission expires: October 21, 2018





CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
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Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

6. **NO BID RESPONSE**

If you choose not to submit a bid, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

Buyer: **Ronnell Simpson**

Telephone: **(816) 513-0805**

Return by Fax: **(816) 513-1156**

Number: **EV2230**

Please check the appropriate response(s). We respectfully submit "No Response" for the following reason(s):

- ☐ 1. We are unable to meet the required delivery date.
- ☐ 2. We cannot provide a product/service to meet the required specifications.
- ☐ 3. We no longer provide the requested product/service.
- ☐ 4. We do not represent the required brand name product(s).
- ☐ 5. The closing date does not allow adequate time to prepare a response.
- ☐ 6. The specifications are too restrictive.
- ☐ 7. We have chosen not to do business with the City.
- ☐ 8. Other (*comment below or provide your response on your company letterhead*).

Company Name: _____ Supplier No.: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____ Telephone No.: _____



HRD Contractor Utilization Plan Approval

Date: _____
To: _____
From: Samuel Simpson, Public Works Department
Subject: Contract/Project No.: BV2230
Project: 11th Street Bridge and Service

Type:	<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Reproduction No.	(See Contract Summary, page 1 of 1)
Number:	<input checked="" type="checkbox"/> City (BID) (BID) (BID)	<input type="checkbox"/> Federal (BID) (BID)	<input type="checkbox"/> State (BID) (BID)
Contract:	<input type="checkbox"/> Construction	<input type="checkbox"/> General Service	<input type="checkbox"/> Repair/Repair
Category:	<input type="checkbox"/> Design/Performance	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Consulting
Bid/Proposal Closing Date:	01/10/2016		
Recommended Bid/Proposal:	No. of Bidders/Proposers: <u>15</u>		
Company:	<u>JCI Industries, Inc.</u>		
Contact:	<u>Robert Tate</u>		
Contact Email:	<u>robert.tate@jci.com</u>		
Additional Information:	<u>Address: 1161 S.E. Hammer Road</u> <u>Phone: 816-545-3120</u> <u>Fax: 816-545-3841</u>		

cc: Project Manager

FOR GRANTING AGENCY USE ONLY (Do not write)
Are attached Contractor Utilization Plan, by:

☒ Approved

☐ Disapproved

The Request for Best Value Efforts
Written for:
☒ Approval

☐ Disapproved

☐ Not Applicable

Contractor Utilization Plan Part 1 of 1

Contractor Utilization Plan Part 1 of 1

Date: 06/14/16

FOR GRANTING AGENCY USE ONLY (Do not write)

Approved by:

¹ DBE Programs apply to specific federal or state grant requirements.

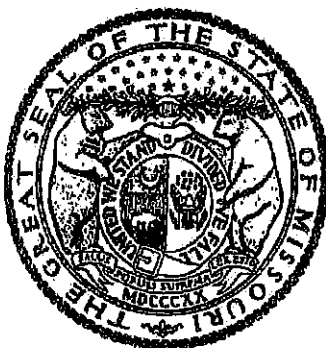
² The dollar figure here should include the approved Bid/Proposal recommendation or amendment preparation attached on file with the supporting documents.

³ Federal and state grant requirements may require granting agency approval of contract goals.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

Section 083
PLATTE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2016

Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			52	53	\$24.58
Boilermaker		\$36.44	57	7	\$28.00
Bricklayer and Stone Mason	6/16	\$34.35	58	39	\$18.72
Carpenter	6/16	\$37.25	63	68	\$18.10
Cement Mason		\$31.24	65	4	\$18.54
Communication Technician		\$33.65	47	72	\$16.26 + 10%
Electrician (Inside Wireman)		\$36.69	13	72	\$16.95 + 10%
Electrician (Outside-Line Construction)\Lineman)		\$41.52	125	65	\$5.00 + 34.5%
Lineman Operator		\$38.37	125	65	\$5.00 + 34.5%
Groundman		\$26.76	125	65	\$5.00 + 34.5%
Elevator Constructor		a \$43.620	28	54	\$29.966
Glazier		\$33.12	68	32	\$16.68
Ironworker	6/16	\$32.00	50	4	\$28.45
Laborer (Building):					
General	6/16	\$27.15	30	4	\$16.45
First Semi-Skilled	6/16	\$27.55	30	4	\$15.45
Second Semi-Skilled	6/16	\$27.95	30	4	\$15.45
Lather		USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16	\$34.97	46	67	\$16.10
Marble Mason		\$34.24	25	4	\$14.18
Marble Finisher		\$24.11	25	4	\$8.85
Millwright	6/16	\$37.25	63	68	\$16.10
Operating Engineer					
Group I		\$37.85	85	4	\$15.56
Group II		\$37.04	85	4	\$15.56
Group III		\$31.49	85	4	\$15.56
Group III-A		\$35.70	85	4	\$15.56
Group IV					
Group V		\$33.09	85	4	\$15.56
Painter	6/16	\$28.54	37	4	\$16.58
Pile Driver	6/16	\$37.25	63	68	\$16.10
Pipe Fitter		\$43.08	2	33	\$19.57
Plasterer		\$31.60	68	4	\$16.25
Plumber	6/16	\$42.64	45	33	\$21.04
Roofer \ Waterproofer	6/16	\$32.55	95	2	\$17.09
Sheet Metal Worker		\$39.50	17	22	\$20.51
Sprinkler Fitter - Fire Protection		\$35.74	14	4	\$18.97
Terrazzo Worker		\$34.24	25	4	\$14.18
Terrazzo Finisher		\$24.11	25	4	\$8.85
Tile Setter		\$34.24	25	4	\$14.18
Tile Finisher		\$24.11	25	4	\$8.85
Traffic Control Service Driver		\$15.35	48	49	\$2.71
Truck Driver-Teamster					
Group I		\$30.09	100	4	\$10.90
Group II		\$30.09	100	4	\$10.90
Group III		\$30.29	100	4	\$10.90
Group IV		\$30.29	100	4	\$10.90

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

Section 083

a - Vacation: Employees over 5 years - 8%, under 5 years - 6%

**PLATTE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

NO. 13: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

NO. 14: Means eight (8) hours per day shall constitute a day's work. The regular starting time shall be 8:00 a.m., and the regular quitting time shall be 4:30 p.m.; lunch time shall be twelve (12) o'clock noon to 12:30 p.m. The regular starting time may, by mutual consent of employees on the job site, and the employer, be between 7:00 a.m. and 9:00 a.m. with appropriate adjustments made to the regular quitting time and lunch time. All time worked before the regular starting time and after the regular quitting time, Monday through Friday, shall be paid at the rate of time and one-half (1½). Four (4) days at ten (10) hours a day may be worked at straight time. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double (2) time.

**PLATTE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 17: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11th) and twelfth (12th) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day; two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

NO. 25: Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 30: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.

**PLATTE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 37: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

NO. 45: Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents (\$0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents (\$0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

NO. 46: Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6:30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

NO 47: Means a regular workday shall consist of eight (8) hours between 6:00 a.m. and 6:30 p.m. Forty (40) hours, within five (5) days – Monday through Friday or Tuesday through Saturday inclusive – shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. The Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

**PLATTE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO. 52: Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

- A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
- B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
- C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

**PLATTE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 58: Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than thirty (30) hours, were worked during the week.

NO. 63: Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

**PLATTE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 88: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

NO. 85: Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

NO. 86: Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

NO. 95: Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

**PLATTE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 100: Means eight (8) hours shall constitute a day's work, and five (5) continuous eight-hour days shall constitute a week's work, Monday through Friday. Time and one-half (1½) the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week. Starting time shall be between 6:00 a.m. and 9:00 a.m. All work over eight (8) hours in a regular 5-day 8-hour schedule shall be at the appropriate overtime rate. All time worked before the regular scheduled starting time shall be paid for at the rate of time and one-half (1½) and shall not apply to regular shift. All time worked after eight (8) hours in any one day or after 5:30 p.m., whichever comes first, shall be paid at the time and one-half (1½) rate. An Employer, at his option, may elect to work four (4) ten (10) hour days, Monday through Thursday, at straight time. All such work must be done at least one week in duration. All work over ten (10) hours in one day or forty (40) hours in a week shall be at the overtime rate. Any employee who is scheduled to work on any regular work day but is prevented from working because of weather conditions, shall be permitted to work on Saturday (Friday if working 4-10's) as a make-up day at the straight time rate of pay. When an employee is required to work on any recognized holiday they shall receive the double (2) time rate for all time that they are required to perform work. All time worked from 12:00 Midnight Saturday to 12:00 Midnight Sunday shall be paid for at the rate of double (2) time on single shift.

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**PLATTE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday and holidays falling on Sunday will be observed on the following Monday.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 22: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

NO. 32: All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

NO. 39: No work shall be done on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. Any of these holidays falling on Sunday, the following Monday shall be a holiday, and any of these holidays falling on Saturday, the preceding Friday shall be a holiday.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 53: All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**PLATTE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 67: All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

NO. 68: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 72: All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$37.25	1	17	\$16.10
Cement Mason		\$31.12	3	2	\$16.20
Electrician (Outside-Line Construction) Lineman		\$41.52	18	24	\$5.00 + 34.5%
Lineman Operator		\$38.37	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer		\$21.64	31	30	\$5.00 + 27.5%
Groundman		\$26.76	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer		\$17.50	31	30	\$5.00 + 27.5%
Laborer					
General Laborer	6/16	\$29.14	3	2	\$14.77
Skilled Laborer	6/16	\$30.35	3	2	\$14.77
Millwright	6/16	\$37.25	1	17	\$16.10
Operating Engineer					
Group I	6/16	\$35.82	3	2	\$15.99
Group II	6/16	\$34.78	3	2	\$15.99
Group III	6/16	\$34.78	3	2	\$15.99
Group IV	6/16	\$30.31	3	2	\$15.99
Offar-Driver	6/16	\$33.66	3	2	\$15.99
Pile Driver	6/16	\$37.25	1	17	\$16.10
Traffic Control Service Driver		\$15.35	27	26	\$2.71
Truck Driver-Teamster					
Group I	6/16	\$30.89	3	2	\$14.45
Group II	6/16	\$30.89	3	2	\$14.45
Group III	6/16	\$30.89	3	2	\$14.45
Group IV	6/16	\$30.89	3	2	\$14.45

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**PLATTE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 1: Means (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 3: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for work performed on Sundays or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or Holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

NO. 27: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**PLATTE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 2: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 17: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 26: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.



**DIVISION OF
LABOR
STANDARDS**

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P.O. Box 449
Jefferson City, MO 65102-0449
Phone: 573-751-3403
Fax: 573-751-3721
www.labor.mo.gov/DLS
E-mail: laborstandards@labor.mo.gov

JEREMIAH W. (JAY) NIXON
GOVERNOR

RYAN McKENNA
DEPARTMENT DIRECTOR

JOHN E. LINDSEY
DIVISION DIRECTOR

June 9, 2016

BEFORE THE
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS
Jefferson City, Missouri

RECEIVED & FILED

JUN 9 2016

Re: Annual Wage Order No. 23

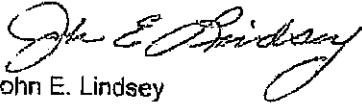
SECRETARY OF STATE
COMMISSIONS DIVISION

Annual Incremental Wage Increase to Annual Wage Order No. 23

Missouri's Prevailing Wage Law [Section 290.262.9 RSMo (2000)], provides for Annual Incremental Wage increases in Adair, Andrew, Atchison, Audrain, Barry, Barton, Bates, Benton, Bollinger, Boone, Buchanan, Butler, Caldwell, Callaway, Camden, Cape Girardeau, Carroll, Carter, Cass, Cedar, Chariton, Christian, Clark, Clay, Clinton, Cole, Cooper, Crawford, Dade, Dallas, Daviess, DeKalb, Dent, Douglas, Dunklin, Franklin, Gasconade, Gentry, Greene, Grundy, Harrison, Henry, Hickory, Holt, Howard, Howell, Iron, Jackson, Jasper, Jefferson, Johnson, Knox, Laclede, Lafayette, Lawrence, Lewis, Lincoln, Linn, Livingston, McDonald, Macon, Madison, Maries, Marion, Mercer, Miller, Mississippi, Moniteau, Monroe, Montgomery, Morgan, New Madrid, Newton, Nodaway, Oregon, Osage, Ozark, Pemiscot, Perry, Pettis, Phelps, Pike, Platte, Polk, Pulaski, Putnam, Rails, Randolph, Ray, Reynolds, Ripley, St. Charles, St. Clair, Ste. Genevieve, St. Francois, the City of St. Louis City, St. Louis County, Saline, Schuyler, Scotland, Scott, Shannon, Shelby, Stoddard, Stone, Sullivan, Taney, Texas, Vernon, Warren, Washington, Wayne, Webster, Worth and Wright Counties. The effective date of change is shown in the column labeled "Effective Date of Increase" by the craft (Occupational Title). These updated files have been posted to the Division's website referenced by the effective date of AWO 23 - 6/9/16. The new rates should be included in the contract specifications for all future public works projects.

The rest of Annual Wage Order No. 23 remains in full force and effect.

Given at Jefferson City, Missouri June 9, 2016, by direction of the Division of Labor Standards of Missouri.


John E. Lindsey
Division Director

(SEAL) Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.
TDD/TTY: 800-735-2966 Relay Missouri: 711

MISSOURI
DEPARTMENT OF LABOR
& INDUSTRIAL RELATIONS

Packet Information

File #: 2019-2630, **Version:** 1

Presentation of the FY19 January General Fund Financial Dashboards.

Issue/Request:

Presentation of the FY19 January General Fund Financial Dashboards.

Key Issues:

The General Fund year-to-date (YTD) revenue amounts through the month of January total approximately \$49,680,000. This total exceeds the YTD budgeted estimates by approximately \$530,000 (or 1%). The major variances from YTD budgeted estimates include the following:

- Sales Tax: The local sales tax revenue continues to show a strong growth trend, with actual gross amounts being \$290,760 (or 3%) above budgeted estimates. In comparison to the same time period through FY18, current year actual gross amounts are greater by approximately \$810,000 (or 8%).
- Franchise Tax: The franchise tax categories, with the exception of Cable TV, are exceeding budgeted estimates. In total, all franchise tax revenue amounts are approximately \$500,000 (or 7%) above budgeted estimates.
- Charges for Services: The charges for services category is greater than budgeted estimates by approximately \$360,000 (or 7%). This is primarily due to EMS/ Dispatch Contracts revenues exceeding budgeted estimates by \$180,000 (67%). Special Detail revenues are also exceeding budgeted estimates by \$81,000 (or 53%). With the Special Detail revenue, it is important to keep in mind that there is a corresponding increase on the expense side because this is a reimbursement for special assignments worked by law enforcement personnel.
- Investment Earnings: This category is approximately \$250,000 (or 357%) greater than budgeted estimates. This is due to the difference in the interest on investments and mark-to-market adjustment budgeted estimate amounts.
- Other: The "Other" revenue category is approximately \$360,000 (or 74%) below budgeted estimates. This is primarily due to the Capital Project Reimbursement payment (\$345,000) that has not yet been processed.

The General Fund YTD expenses and encumbrances through the month of January total approximately \$43,238,000. This total is less than the YTD budgeted estimates by \$1,335,000 (or 3%). The major variances from budgeted estimates include the following:

- Other Supplies, Services, and Charges: This is the second largest expense category. The variance is \$610,000 (or 9%) over budget. This is primarily due to bad debt expense (\$84,000), development agreement reimbursement (\$103,000), and PILOT disbursement (\$482,525).
- Utilities: This category of expenses is approximately \$125,000 (or 12%) below budgeted estimates.

Proposed City Council Motion:

N/A

Background:

N/A

Chris Clubine, Management Analyst

January Dashboard

	2019 YTD Budget	2019 YTD Encumbrance	2019 YTD Expense (Revenue)	2019 YTD Budget Remaining*	% Used	2018 YTD Expense/ (Revenue)	% Chg. 2018 to 2019
REVENUE	(49,150,771)	0	(49,683,424)	532,654	101%	(47,779,080)	4%
Property taxes	(19,535,761)	0	(19,462,019)	(73,742)	100%	(18,726,340)	4%
Sales tax	(10,232,588)	0	(10,627,676)	395,088	104%	(9,726,405)	9%
Local Sales Tax	(10,613,841)	0	(10,904,601)	290,760	103%	(10,093,130)	8%
Local Sales Tax - EATS	381,253	0	366,434	14,819	96%	366,725	0%
Sales tax-CassCo prior period remit	0	0	(89,509)	89,509	--	0	--
Franchise tax	(7,780,815)	0	(8,287,228)	506,413	107%	(7,966,338)	4%
Natural Gas Franchise Tax	(903,989)	0	(1,002,516)	98,527	111%	(957,396)	5%
Telephone Franchise Tax	(1,196,463)	0	(1,247,242)	50,779	104%	(1,312,394)	-5%
Electric Franchise Tax	(4,664,343)	0	(5,044,259)	379,917	108%	(4,785,554)	5%
Cable TV Franchise Tax	(1,016,021)	0	(993,211)	(22,810)	98%	(910,994)	9%
Motor vehicle taxes	(2,137,754)	0	(2,175,103)	37,349	102%	(2,183,796)	0%
Other taxes	(221,410)	0	(187,580)	(33,830)	85%	(209,109)	-10%
Fines and forfeitures	(699,478)	0	(677,526)	(21,952)	97%	(643,078)	5%
Licenses and permits	(1,435,466)	0	(1,332,091)	(103,375)	93%	(1,514,775)	-12%
Intergovernmental	(663,038)	0	(574,007)	(89,031)	87%	(384,975)	49%
Charges for services	(5,083,832)	0	(5,442,590)	358,758	107%	(4,572,380)	19%
Material and fuel sales	0	0	(1,894)	1,894	--	0	--
Investment earnings	(70,000)	0	(319,565)	249,565	457%	(86,201)	271%
Other	(486,114)	0	(126,847)	(359,267)	26%	(1,058,984)	-88%
Sale of property	0	0	0	0	--	(108,233)	-100%
Transfers in	(804,515)	0	(469,300)	(335,215)	58%	(598,467)	-22%
EXPENSES	44,574,336	406,011	42,832,799	1,335,526	97%	40,789,498	6%
Personal services	27,639,657	0	27,881,266	(241,608)	101%	27,585,709	1%
Salaries	17,936,721	0	17,745,985	190,736	99%	17,578,801	101%
Overtime	1,502,145	0	1,660,145	(158,001)	111%	1,712,302	97%
FICA/Medicare	1,374,588	0	1,399,566	(24,978)	102%	1,399,191	100%
Misc	96,975	0	110,273	(13,298)	114%	99,079	111%
Health/Dental Insurance	3,977,456	0	4,005,826	(28,370)	101%	3,708,137	108%

	2019 YTD Budget	2019 YTD Encumbrance	2019 YTD Expense (Revenue)	2019 YTD Budget Remaining*	% Used	2018 YTD Expense/ (Revenue)	% Chg. 2018 to 2019
Other Payroll Costs	695,449	0	835,182	(139,733)	120%	956,750	87%
Retirement-Lagers	2,056,324	0	2,124,288	(67,965)	103%	2,131,450	100%
Supplies for resale	237,978	0	97,402	140,576	41%	157,609	-38%
Other supplies, services and charges	7,145,679	381,712	7,372,588	(608,621)	109%	5,185,914	50%
Repairs and maintenance	942,407	8,102	926,526	7,779	99%	953,263	-2%
Utilities	1,029,029	23	904,008	124,998	88%	876,704	3%
Fuel and lubricants	299,135	8,819	253,616	36,700	88%	266,341	-1%
Miscellaneous	56,846	0	12,915	43,931	23%	21,568	-40%
Capital outlay	156,000	7,355	140,303	8,343	95%	293	50,281%
Construction	0	0	0	0	--	0	--
Interdepartment charges	3,734,940	0	3,745,979	(11,039)	100%	3,695,202	1%
Transfers out	3,332,666	0	1,498,198	1,834,468	45%	2,046,894	-27%
<u>NET INCOME</u>	<u>(4,576,434)</u>	<u>406,011</u>	<u>(6,850,625)</u>	<u>1,868,180</u>	<u>141%</u>	<u>(6,989,582)</u>	<u>-8%</u>

Packet Information

File #: 2019-2631, **Version:** 1

Review of preliminary FY20 General Fund Revenue Forecast

Issue/Request:

Review of preliminary FY20 General Fund Revenue Forecast

Key Issues:

Each year as part of the budget process staff provides a forecast of the General Fund revenues for the upcoming fiscal year. The preliminary revenue forecast for FY20 General Fund revenues is estimated at \$74,659,934. This is greater than the FY19 Budget estimate amount by \$2,842,404 (or 3.96%) and greater than the FY19 Projection estimate by \$1,175,447 (or 1.60%). The following are the five largest revenue sources, with some information about each one, which make up approximately 84% of the total revenues:

-Property tax revenues are forecasted at \$22,706,099. This is an increase over FY19 Budget estimates by \$1,041,622 (or 4.81%) and FY19 Projection estimates by \$722,675 (or 3.29%).

-Sales tax revenues are forecasted at \$18,405,282. This is an increase over FY19 Budget estimates by \$1,284,006 (or 7.50%) and FY19 Projection estimates by \$595,805. (For Gross Sales Tax, a preliminary growth rate of 3.50% over FY19 Projections was assumed.)

-Franchise tax revenues are forecasted at \$12,625,326. This is an increase over FY19 Budget estimates by \$94,776 (or 0.76%) and a decrease of \$267,391 (or -2.07%) from FY19 Projections. Franchise tax revenues are made up of four different sub-categories: natural gas, telephone, electric, and cable TV. Natural gas and electric franchise taxes are impacted by weather and utility rates. With rate increases being unknown at this time and the unpredictability of the weather from year to year, a 3 year average was used to forecast those revenues. The telephone franchise tax has been on a consistent decline over the past several years. To forecast the telephone franchise tax revenue a -6.8% decrease from FY19 Projections was assumed. (-6.8% is the average rate of decline over a five year period). Cable TV franchise tax assumed a -1.0% decrease from FY19 Projections. (-1.0% is the four year average rate of decline over prior years.)

-Charges for services revenues are forecasted at \$9,314,305. This is an increase over FY19 Budget estimates by \$488,081 (or 5.53%) and FY19 Projection estimates by \$413,118 (or 4.64%). The majority of this increase is due to the forecasted increase in ambulance fee revenues.

Proposed City Council Motion:

N/A

Background:

N/A

Chris Clubine, Management Analyst

FY20 Revenue Forecast

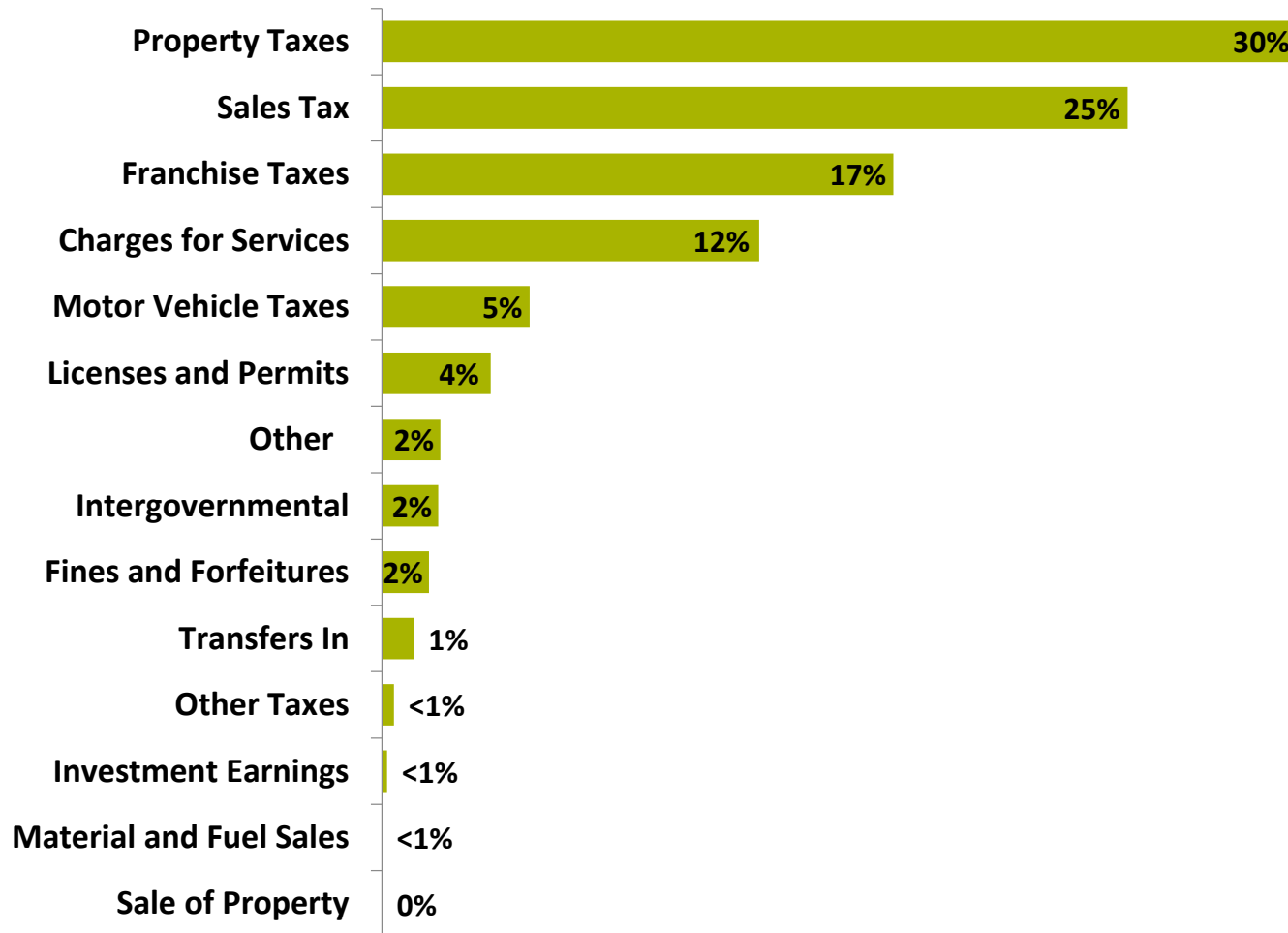
Finance & Budget Committee

March 13, 2019

Budget Estimate Considerations

- Data trends
- Population growth trends
- Changes in price or Schedule of Fees
- Development trends
- Changes in legislation

Overview of Major Revenues



FY20 Revenue Forecast

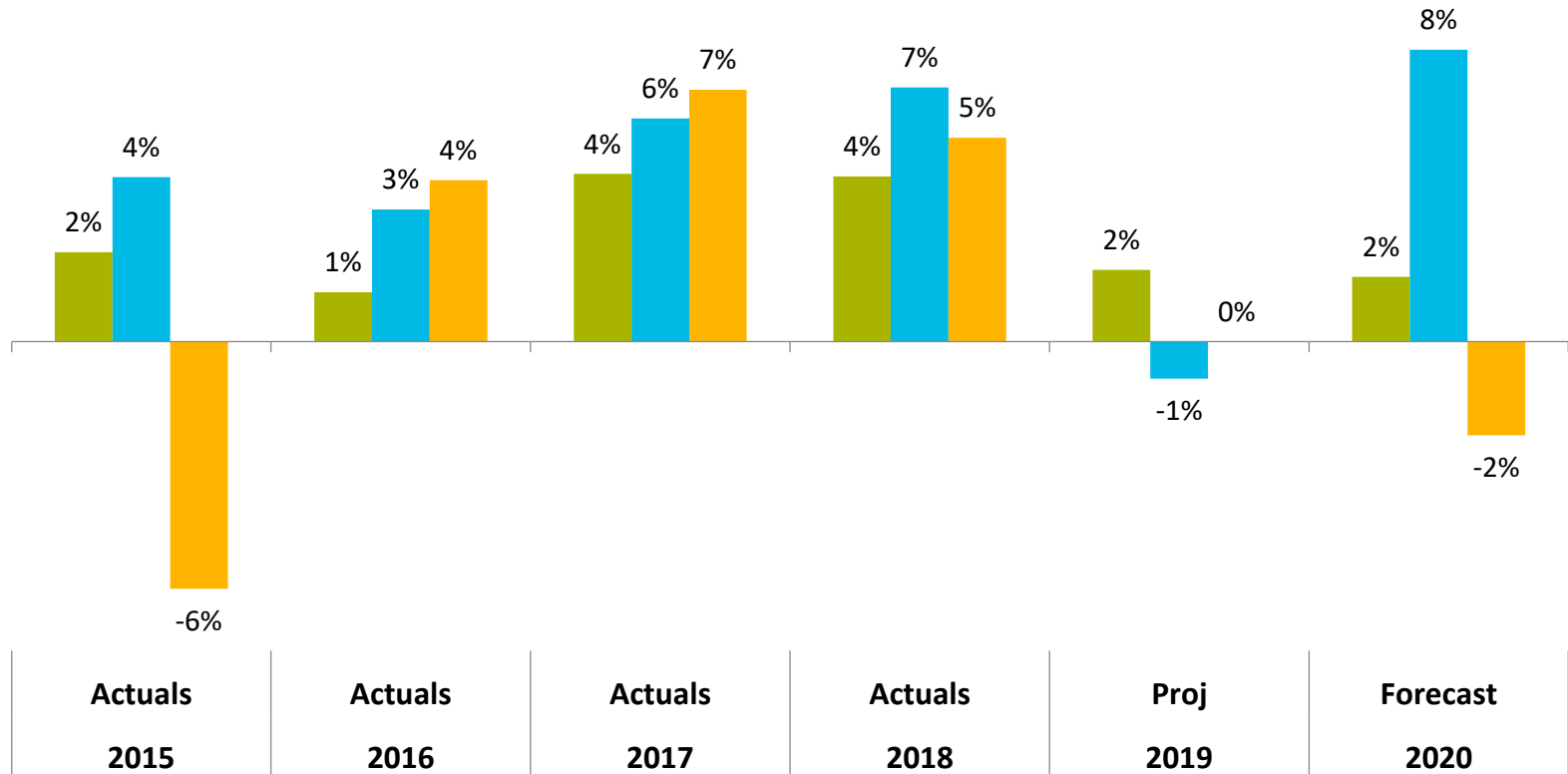
	2018	2019	2019	2020	Change from FY19 Budget		Change from FY19 Proj	
	Actuals	Budget	Proj	Forecast	\$	%	\$	%
Property Taxes	21,177,380	21,664,477	21,983,424	22,706,099	1,041,622	4.81%	722,675	3.29%
Sales Tax	16,402,094	17,121,276	17,809,477	18,405,282	1,284,006	7.50%	595,805	3.35%
Franchise Tax	13,425,420	12,530,550	12,892,717	12,625,326	94,776	0.76%	-267,391	-2.07%
Motor Vehicle Taxes	3,704,598	3,694,490	3,683,787	3,648,635	-45,855	-1.24%	-35,152	-0.95%
Other Taxes	319,617	322,690	310,610	295,174	-27,516	-8.53%	-15,436	-4.97%
Fines and Forfeitures	1,201,591	1,199,105	1,147,106	1,159,690	-39,415	-3.29%	12,584	1.10%
Licenses and Permits	2,762,581	2,655,300	2,727,300	2,685,440	30,140	1.14%	-41,860	-1.53%
Intergovernmental	891,502	1,148,065	1,148,065	1,310,965	162,900	14.19%	162,900	14.19%
Charges for Services	7,731,488	8,826,224	8,901,187	9,314,305	488,081	5.53%	413,118	4.64%
Materials and Fuel Sales	830	0	1,860	2,000	2,000	N/A	140	7.53%
Investment Earnings	98,394	120,000	334,334	280,000	160,000	133.33%	-54,334	-16.25%
Other	1,890,067	1,730,838	1,740,105	1,442,500	-288,338	-16.66%	-297,605	-17.10%
Sale of Property	108,233	0	0	0	0	0.00%	0	0.00%
Transfers In	791,112	804,515	804,515	784,518	-19,997	-2.49%	-19,997	-2.49%
Total	70,504,907	71,817,530	73,484,487	74,659,934	2,842,404	3.96%	1,175,447	1.60%

Property Tax

	2018	2019	2019	2020	Change from FY19 Budget		Change from FY19 Proj	
	Actuals	Budget	Proj	Forecast	\$	%	\$	%
Property Taxes- Jackson	16,652,184	16,683,733	17,017,105	17,261,085	577,352	3.46%	243,980	1.43%
Property Taxes Cass	485,585	495,242	480,817	518,682	23,440	4.73%	37,865	7.88%
RR Tax - Jackson	382,344	334,486	334,486	382,344	47,858	14.31%	47,858	14.31%
RR Tax - Cass	9,904	9,954	9,954	9,187	-767	-7.71%	-767	-7.71%
Replacement Tax	1,794,230	1,794,230	1,794,230	1,750,812	-43,418	-2.42%	-43,418	-2.42%
Payment in Lieu of Taxes	1,853,132	2,346,832	2,346,832	2,783,989	437,157	18.63%	437,157	18.63%
Total	21,177,379	21,664,477	21,983,424	22,706,099	1,041,622	4.81%	722,675	3.29%

Property Tax Annual Change

■ Jackson County ■ Cass County ■ Replacement Tax



Sales Tax

	2018	2019	2019	2020	Change from FY19 Budget		Change from FY19 Proj	
	Actuals	Budget	Proj	Forecast	\$	%	\$	%
Sales Tax-Cass Co prior period	89,509	0	214,824	214,824	214,824	N/A	0	0.00%
Total	89,509	0	214,824	214,824	214,824	N/A	0	0.00%

Considerations:

- The Sales Tax-Cass County prior period remittance is a fixed amount of revenue that is received by the City on a monthly basis over a 36 month period.
- The City began receiving this in January 2018.
- This revenue source is included in the overall revenue projections, but it is not included in the data used to forecast gross sales tax amounts or growth rates.

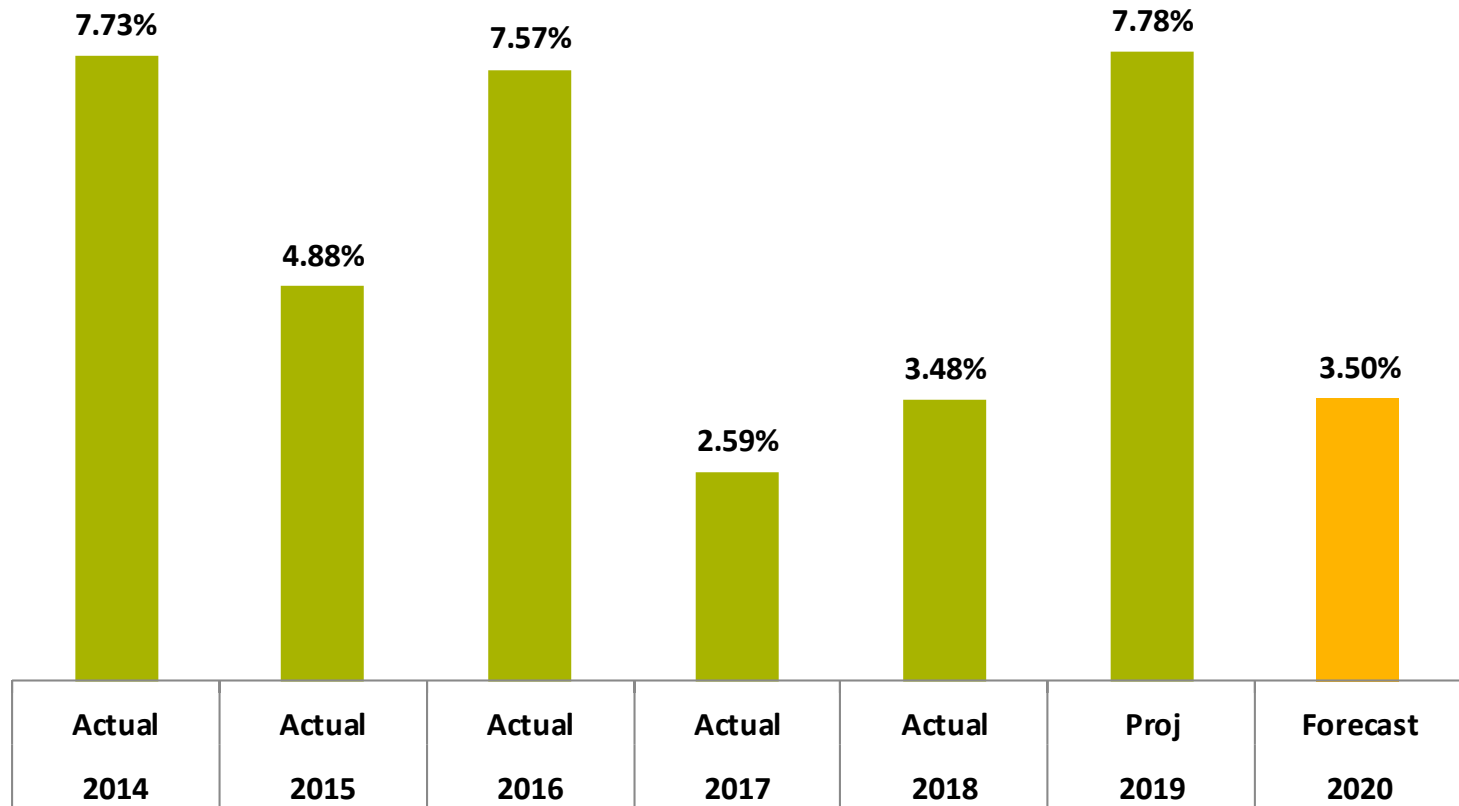
Sales Tax

	2018 Actuals	2019 Budget	2019 Proj	2020 Forecast	Change from FY19 Budget		Change from FY19 Proj	
					\$	%	\$	%
Gross Sales Tax	16,946,275	17,829,399	18,264,469	18,903,726	1,074,327	6.03%	639,257	3.50%
EATs	-633,691	-708,123	-669,816	-713,268	-5,145	0.73%	-43,452	6.49%
Total	16,312,584	17,121,276	17,594,653	18,190,458	1,069,182	6.24%	595,805	3.39%

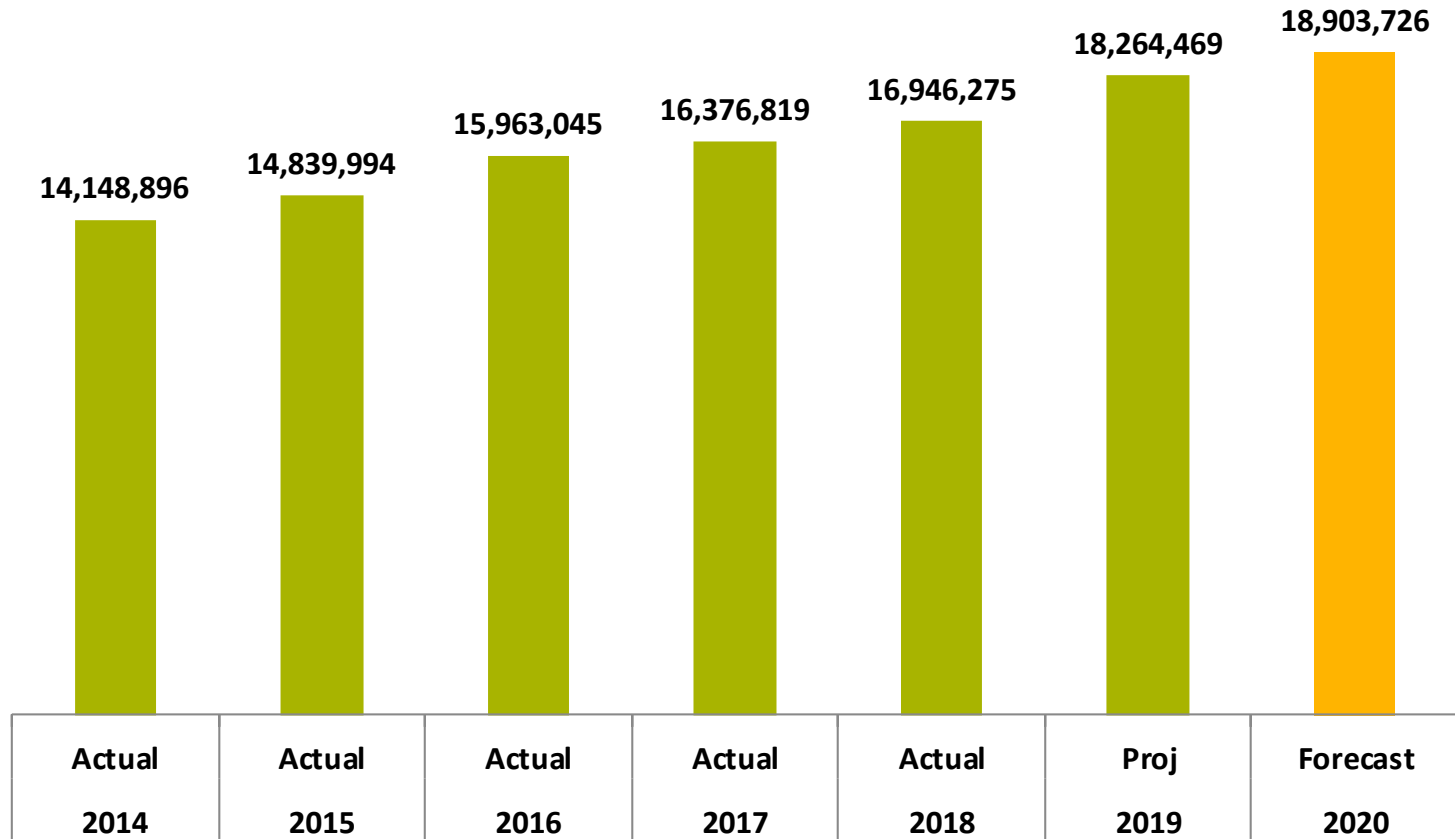
Considerations:

- Assumes a 3.50% growth over FY 2019 Projections
- Sales Tax Trends
- Population growth
- Inflation

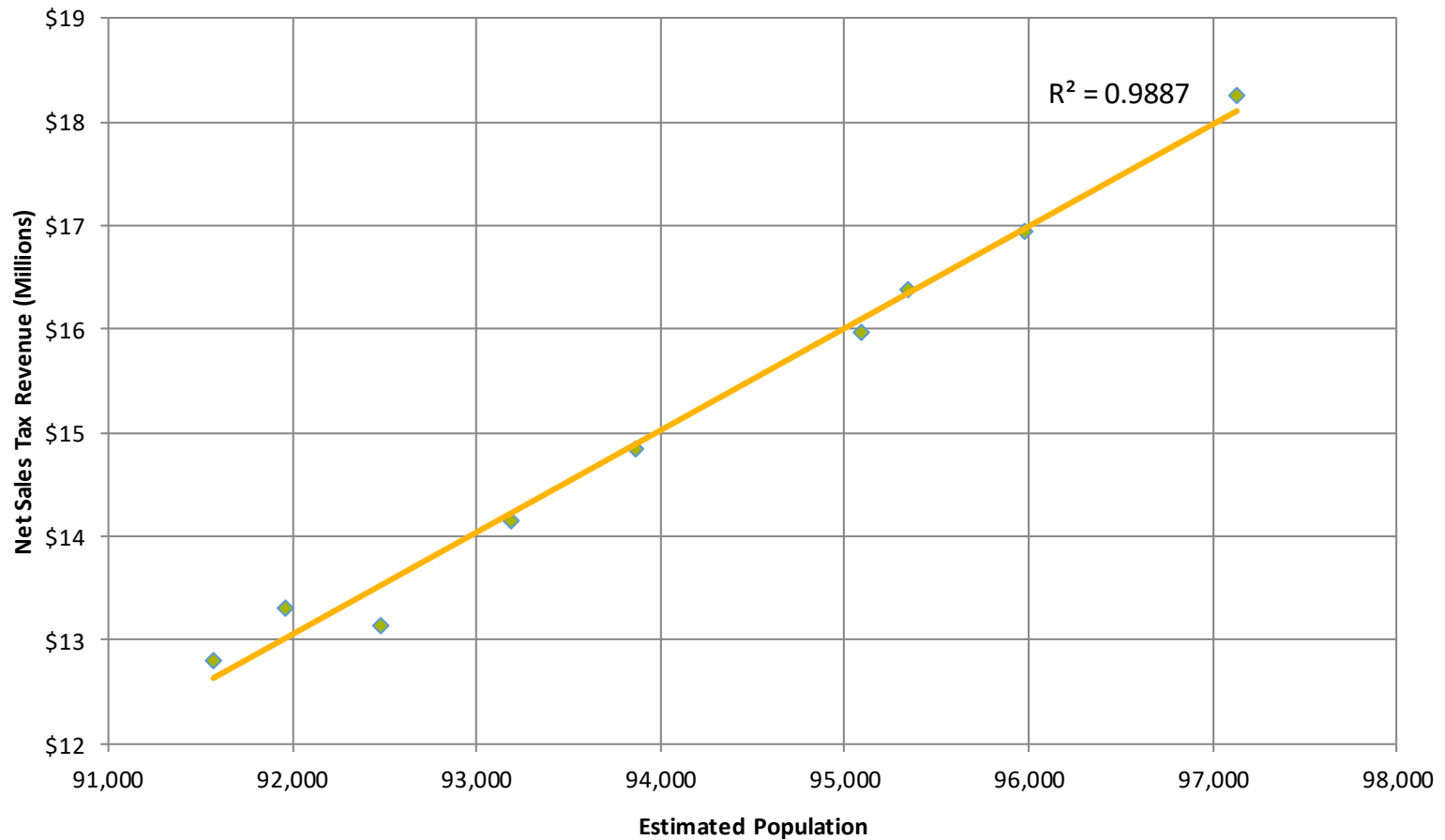
Gross Sales Tax Annual Change



Gross Sales Tax Annual Revenue



Population vs. Sales Tax (2011-2019)



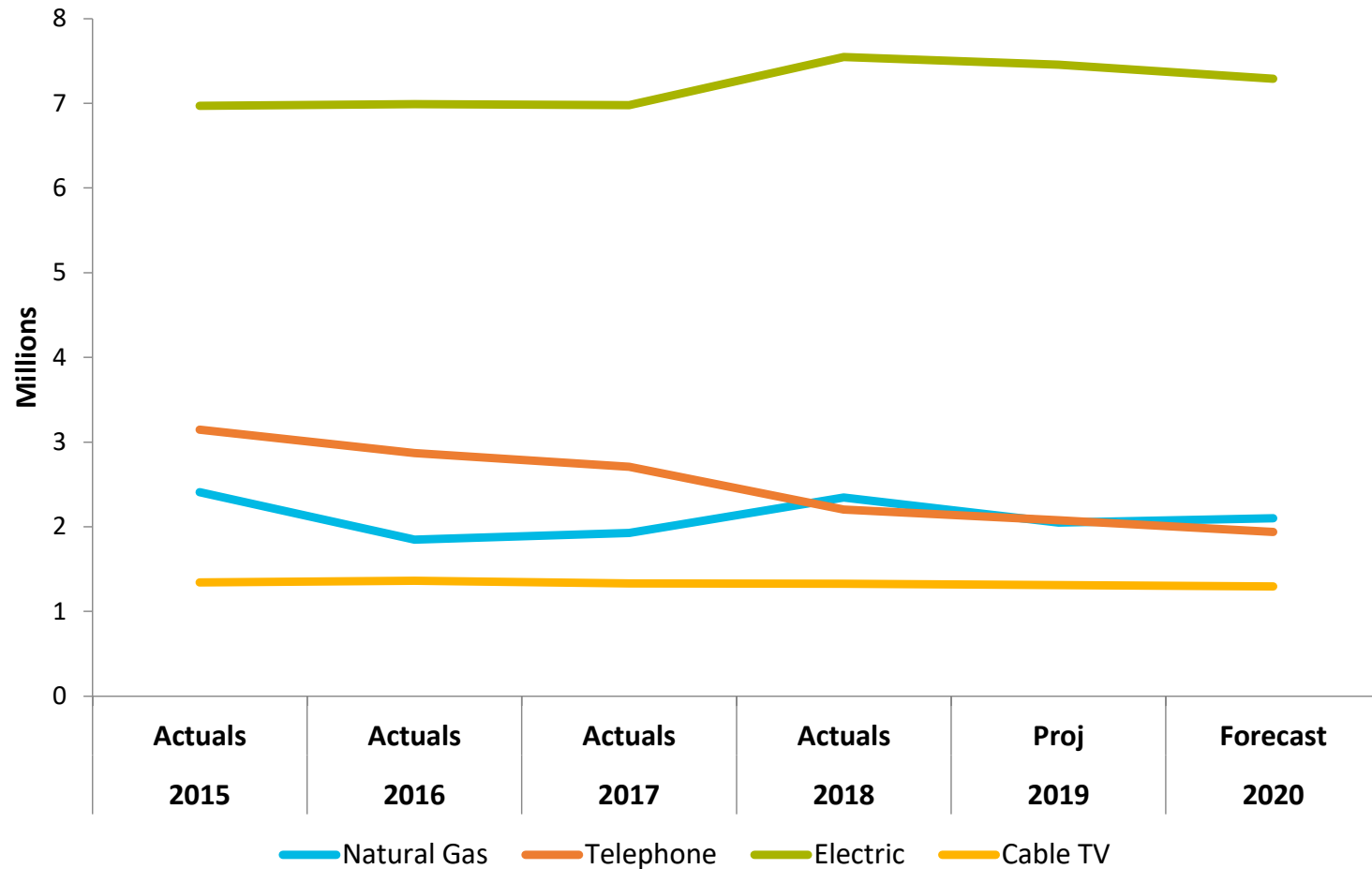
Franchise Tax

	2018 Actuals	2019 Budget	2019 Proj	2020 Request	Change from FY19 Budget		Change from FY19 Proj	
					\$	%	\$	%
Natural Gas	2,347,015	2,048,673	2,048,673	2,101,323	52,650	2.57%	52,650	2.57%
Telephone	2,204,493	2,051,079	2,078,484	1,937,147	-113,932	-5.55%	-141,337	-6.80%
Electric	7,547,126	7,076,104	7,456,021	7,290,412	214,308	3.03%	-165,609	-2.22%
Cable TV	1,326,787	1,354,694	1,309,539	1,296,444	-58,250	-4.30%	-13,095	-1.00%
Total	13,425,421	12,530,550	12,892,717	12,625,326	94,776	0.76%	-267,391	-2.07%

Considerations:

- Natural Gas: 3-year average
- Telephone: -6.8% from FY19 Projections
- Electric: 3-year average
- Cable TV: -1% from FY 19 Projections

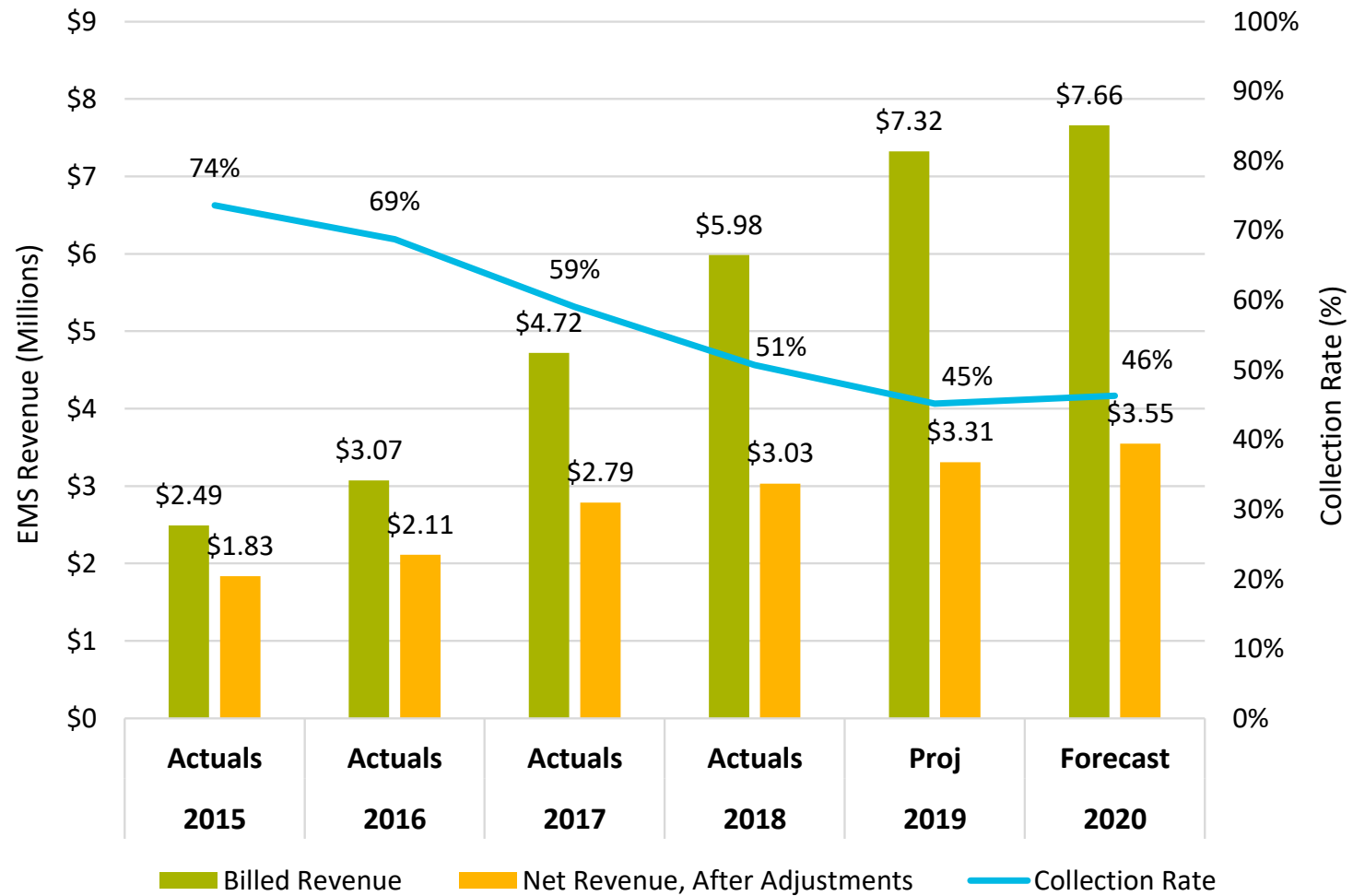
Franchise Tax Trends



Other Revenue

	2018 Actuals	2019 Budget	2019 Proj	2020 Forecast	Change from FY19 Budget		Change from FY19 Proj	
					\$	%	\$	%
Motor Vehicle Taxes	3,704,598	3,694,490	3,683,787	3,648,635	-45,855	-1.24%	-35,152	-0.95%
Other Taxes	319,617	322,690	310,610	295,174	-27,516	-8.53%	-15,436	-4.97%
Fines and Forfeitures	1,201,591	1,199,105	1,147,106	1,159,690	-39,415	-3.29%	12,584	1.10%
Licenses and Permits	2,762,581	2,655,300	2,727,300	2,685,440	30,140	1.14%	-41,860	-1.53%
Intergovernmental	891,502	1,148,065	1,148,065	1,310,965	162,900	14.19%	162,900	14.19%
Charges for Services	7,731,488	8,826,224	8,901,187	9,314,305	488,081	5.53%	413,118	4.64%
Materials and Fuel Sales	830	0	1,860	2,000	2,000	N/A	140	7.53%
Investment Earnings	98,394	120,000	334,334	280,000	160,000	133.33%	-54,334	-16.25%
Other	1,890,067	1,730,838	1,740,105	1,442,500	-288,338	-16.66%	-297,605	-17.10%
Sale of Property	108,233	0	0	0	0	0.00%	0	0.00%
Transfers In	791,112	804,515	804,515	784,518	-19,997	-2.49%	-19,997	-2.49%

EMS Fees and Collection Rates



Next Steps

- Continue to refine revenue estimates
- Continue to work through budget planning process
- Update on Compensation Improvement Funding Program (\$4.2 million):
 - F&BC: Monday, April 8, 2019
- City Manager's Budget Presentation to the Finance and Budget Committee:
 - Thursday, April 18, 2019

FY20 Revenue Forecast

	2018	2019	2019	2020	Change from FY19 Budget		Change from FY19 Proj	
	Actuals	Budget	Proj	Forecast	\$	%	\$	%
Property Taxes	21,177,380	21,664,477	21,983,424	22,706,099	1,041,622	4.81%	722,675	3.29%
Sales Tax	16,402,094	17,121,276	17,809,477	18,405,282	1,284,006	7.50%	595,805	3.35%
Franchise Tax	13,425,420	12,530,550	12,892,717	12,625,326	94,776	0.76%	-267,391	-2.07%
Motor Vehicle Taxes	3,704,598	3,694,490	3,683,787	3,648,635	-45,855	-1.24%	-35,152	-0.95%
Other Taxes	319,617	322,690	310,610	295,174	-27,516	-8.53%	-15,436	-4.97%
Fines and Forfeitures	1,201,591	1,199,105	1,147,106	1,159,690	-39,415	-3.29%	12,584	1.10%
Licenses and Permits	2,762,581	2,655,300	2,727,300	2,685,440	30,140	1.14%	-41,860	-1.53%
Intergovernmental	891,502	1,148,065	1,148,065	1,310,965	162,900	14.19%	162,900	14.19%
Charges for Services	7,731,488	8,826,224	8,901,187	9,314,305	488,081	5.53%	413,118	4.64%
Materials and Fuel Sales	830	0	1,860	2,000	2,000	N/A	140	7.53%
Investment Earnings	98,394	120,000	334,334	280,000	160,000	133.33%	-54,334	-16.25%
Other	1,890,067	1,730,838	1,740,105	1,442,500	-288,338	-16.66%	-297,605	-17.10%
Sale of Property	108,233	0	0	0	0	0.00%	0	0.00%
Transfers In	791,112	804,515	804,515	784,518	-19,997	-2.49%	-19,997	-2.49%
Total	70,504,907	71,817,530	73,484,487	74,659,934	2,842,404	3.96%	1,175,447	1.60%