



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

Monday, November 11, 2019

5:30 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. Approval of Action Letter
5. Public Comments
6. Business
 - A. [2019-3093](#) Approval of October 14, 2019, Finance and Budget Action Letter
 - B. [TMP-1413](#) An Ordinance approving the award of RFP No. 2019-029 for the acquisition and implementation of a Laserfiche Enterprise Content Management System to OPG-3, Inc. for an amount not to exceed \$242,000.00 and authorizing the City Manager to execute agreements for the same by and on behalf of the City.

Presenter: Steve Marsh, Chief Technology Officer
 - C. [TMP-1400](#) 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 Mike Childs, Police Department
 - D. [TMP-1401](#) 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 Mike Childs, Police Department

- E. [TMP-1415](#) An Ordinance approving the award of Bid No. 2020-034 for Fire Station # 6 roof replacement to Greenriver Roofing and Construction, Inc. and authorizing the City Manager to enter into and execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri.

Presenter: Ryan A. Elam, Director of Development Services

- F. [TMP-1418](#) An Ordinance accepting a grant award in the amount of \$254,455.00 from the U.S. Department of Justice, Office of Justice Programs, for a Body-Worn Camera Policy and Implementation Program.

Presenter: Travis Forbes, Police Chief

John Boenker, Deputy Police Chief

- G. [TMP-1414](#) An Ordinance approving Amendment No. 10 to the Budget for the Fiscal Year ending June 30, 2019, as adopted by Ordinance No. 8405, by revising the authorized expenditures of the City of Lee's Summit, Missouri.

Presenter: Chris Clubine, Management Analyst III

- H. [BILL NO. 19-247](#) An Ordinance authorizing the execution of an intergovernmental agreement for facilitation services for Ignite strategic plan implementation plan development by and between the City Of Lee's Summit, Missouri and KU Public Management Center in the amount of \$39,900.

Presenter: Christal Weber, Assistant City Manager

- I. [2019-3122](#) Presentation of FY20 Q1 Financial Dashboards

Presenter: Chris Clubine, Management Analyst III

7. Roundtable

8. 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 #: 2019-3093, **Version:** 1

Approval of October 14, 2019, Finance and Budget Action Letter

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

Monday, October 14, 2019

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. Call to Order

Chair Johnson called the October 14, 2019 Finance and Budget Committee meeting to order at 5:04 p.m.

2. Roll Call

Present: 3 - Chairperson Bob Johnson
Vice Chair Beto Lopez
Councilmember Diane Forte

Absent: 2 - Councilmember Trish Carlyle
Alternate Rob Binney

3. Approval of Agenda

ACTION: A motion was made by Vice Chair Lopez, seconded by Councilmember Forte, to approved the agenda as published. The motion carried by the following vote:

Aye: 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte

Absent: 2 - Councilmember Carlyle
Alternate Binney

4. Public Comments

There were no Public Comments.

5. Business

- A. [2019-3034](#) Approval of the Action Letter from September 9, 2019.

ACTION: A motion was made by Councilmember Forte, seconded by Vice Chair Lopez, to approve the September 9, 2019 Minutes. The motion carried by the following vote:

Aye: 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte

Absent: 2 - Councilmember Carlyle
Alternate Binney

- B. [BILL NO. 19-232](#) An Ordinance approving the execution of two grant agreements by and between the State of Missouri, Department of Transportation Traffic and Highway Safety Division and the City of Lee's Summit, Missouri for the Missouri Highway Safety Program. (F&BC 10/14/19)

ACTION: A motion was made by Councilmember Forte, seconded by Vice Chair Lopez, that this Ordinance be recommended for approval to the City Council. The motion carried by the following vote:

Aye: 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte

Absent: 2 - Councilmember Carlyle
Alternate Binney

- C. [BILL NO. 19-233](#) An Ordinance authorizing the execution of all necessary intergovernmental agreements between the City of Lee's Summit, Missouri and the Missouri Department of Social Services including its HealthNet Division to permit the City to participate in the Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program. (F&BC 10/14/19)

ACTION: A motion was made by Vice Chair Lopez, seconded by Councilmember Forte, that this Ordinance be recommended for approval to the City Council. The motion carried by the following vote:

Aye: 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte

Absent: 2 - Councilmember Carlyle
Alternate Binney

- D. [BILL NO. 19-234](#) An Ordinance approving an amendment to cooperative agreements for emergency dispatch services by and between the City of Lee's Summit, Missouri and various fire districts, for the purpose of extending said agreements for up to twelve months and authorizing the Mayor to execute the same by and on behalf of the City of Lee's Summit. (F&BC 10/14/19)

ACTION: A motion was made by Councilmember Forte, seconded by Vice Chair Lopez, that this Ordinance be recommended for approval to the City Council. The motion carried by the following vote:

Aye: 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte

Absent: 2 - Councilmember Carlyle
Alternate Binney

- E. [BILL NO. 19-235](#) An Ordinance approving a Sole Source Agreement in form of a Purchase Order between the City of Lee's Summit and 1st Due Emergency Response Solutions, LLC., for the purchase of Fire-Dex structural firefighting gear and related equipment in an amount not to exceed \$100,100.00, and authorizing the City Manager to execute the same by and on behalf of the City. (F&BC 10/14/19)

Finance and Budget Committee

Action Letter

October 14, 2019

ACTION: A motion was made by Vice Chair Lopez, seconded by Councilmember Forte, that this Ordinance be recommended for approval to the City Council. The motion carried by the following vote:

Aye: 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte

Absent: 2 - Councilmember Carlyle
Alternate Binney

- F. [BILL NO. 19-236](#)** An Ordinance approving award of RFQ No. 2019-72 to B & A, Inc., d/b/a Bibb Engineers Architects & Constructors, for on-call yearly professional engineering and architectural services for a one-year contract with two possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same. (F&BC 10/14/19)

ACTION: A motion was made by Councilmember Forte, seconded by Vice Chair Lopez, that this Ordinance - Committee be recommended for approval to the City Council. The motion carried by the following vote:

Aye: 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte

Absent: 2 - Councilmember Carlyle
Alternate Binney

- G. [BILL NO. 19-238](#)** An Ordinance approving the award of Bid No. 2019-076 for the purchase, and installation, maintenance, and repair services of heating, ventilation and air-conditioning systems for a one-year term with up to four, one-year renewals to ACS Building Services, LLC (Contract No. 2019-076-1), Todco Mechanical, LLC (Contract No. 2019-076-2), and The Waldinger Corporation (Contract No. 2019-076-3), and authorizing the City Manager to the same by and on behalf of the City of Lee's Summit, Missouri. (F&BC 10/14/19)

ACTION: A motion was made by Vice Chair Lopez, seconded by Councilmember Forte, that this Ordinance - Committee be recommended for approval to the City Council. The motion carried by the following vote:

Aye: 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte

Absent: 2 - Councilmember Carlyle
Alternate Binney

- H. [BILL NO. 19-237](#)** An Ordinance approving the award of RFP No. 2020-001 for medical services to Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers for an amount not to exceed \$150,000.00, and authorizing the City Manager to execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri. (F&BC 10/14/19)

ACTION: A motion was made by Councilmember Forte, seconded by Vice Chair Lopez, that this Ordinance - Committee be recommended for approval to the City Council. The motion carried by the following vote:

Finance and Budget Committee

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Aye: 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte

Absent: 2 - Councilmember Carlyle
Alternate Binney

- I. [BILL NO. 19-239](#) An Ordinance approving the use of a Cooperative Contract between the State of Missouri and Environmental Systems Research Institute for GIS software and maintenance and authorizing the City Manager to execute the same by and on behalf of the City of Lee's Summit, Missouri. (F&BC 10/14/19)

ACTION: A motion was made by Vice Chair Lopez, seconded by Councilmember Forte, that this Ordinance - Committee be recommended for approval to the City Council. The motion carried by the following vote:

Aye: 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte

Absent: 2 - Councilmember Carlyle
Alternate Binney

- J. [TMP-1382](#) An Ordinance repealing the current City of Lee's Summit Procurement Policy, as adopted by Ordinance No. 8253, and adopting in lieu thereof a new policy entitled Procurement Policy for the City of Lee's Summit, Missouri.

ACTION: A motion was made by Councilmember Forte, seconded by Vice Chair Lopez, that this Ordinance - Committee be recommended for approval to the City Council. The motion carried by the following vote:

Aye: 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte

Absent: 2 - Councilmember Carlyle
Alternate Binney

- K. [2019-3080](#) Presentation of the FY21 Budget Calendar Overview

Committee Member Forte noted the need for all Councilmember's to read budget documents prior to budget meetings.

All Committee Members present agreed to accept the Budget Calendar as presented.

This Presentation was approved.

6. Roundtable

Committee Member Forte stated there would be flu shots available to Council and staff at the Safety Fair on Wednesday, October 16. She also requested a report on sales tax. Ms. Bette Wordelman, Finance Director, reported the sales tax for 4 months (July - December) was down .6%; basically flat year over year.

7. Adjournment

Finance and Budget Committee

Action Letter

October 14, 2019

ACTION: A motion was made by Vice Chair Lopez, seconded by Councilmember Forte, to adjourn the October 14, 2019 Finance and Budget Committee meeting at 6:05 p.m.

Aye: 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte

Absent: 2 - Councilmember Carlyle
Alternate Binney

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Packet Information

File #: TMP-1413, **Version:** 1

An Ordinance approving the award of RFP No. 2019-029 for the acquisition and implementation of a Laserfiche Enterprise Content Management System to OPG-3, Inc. for an amount not to exceed \$242,000.00 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. 2019-029 for the acquisition and implementation of a Laserfiche Enterprise Content Management System to OPG-3, Inc. for an amount not to exceed \$242,000.00 and authorizing the City Manager to execute agreements for the same by and on behalf of the City.

Key Issues:

- ☐ The City's existing document management system is no longer being updated, and does not meet the document management and retention needs of the city, and therefore needs to be replaced.
- ☐ The proposed system will meet the current document management needs and add capabilities for electronic document workflow, searching, digital signatures, and digital forms processing. Thus moving from a document management system to an enterprise content management system.
- ☐ The new system will include a contract management system to streamline the processing and storage of all City agreements.
- ☐ A Request for Information (RFI) process was followed to determine the general capabilities of a new system, and general budgetary needs.
- ☐ OPG-3, Inc. was selected as the best combination of cost and capabilities through a two-stage RFP selection process.
- ☐ The RFP pricing was not in line with the RFI responses, based on information provided by vendors, making their pricing contingent on sole sourcing the project, an action that was not in the City's best interest, and not divulged at the time of the RFI submission. Based on this the cost of the project is higher than the FY2019 budget transfer to Information Technology Services, a net increase of \$75,965.
- ☐ The City was able to negotiate a permanent cap on maintenance increases at 2% per annum.

Background:

Over four years ago the City was notified that the existing SIRE document management system would no longer be upgraded, although maintenance would still be available. To help the City better understand the capabilities of a new system a RFI was developed and distributed. The RFI included an extensive list of requirements based on the existing needs of the City not the current utilization of the SIRE system.

The results of the RFI pointed the City in the direction of an Enterprise Content Management System, as opposed to a simpler Document Management system. These systems go beyond the storage of documents. They include assigning retention schedules by document type, development of document workflows and approvals, digital forms processing and contract management. From the RFI, a refined list of requirements

was developed, and based on the responses a budget for a replacement was developed and included in the FY2019 budget in the amount of \$166,035.

To make a vendor selection, a request for proposal (RFP) was developed using the updated requirements. The in-depth two-step process included eight initial responses. A short list of vendors were invited to provide onsite interviews and demonstrations. Based on the final responses of the shortlisted vendors, OPG-3, Inc. was determined to be the best combination of functionality and cost.

The RFP pointed out that the pricing provided in the RFI process was not valid. The costs indicated were not possible unless the project was sole sourced to the vendor that provided the pricing that was used to develop the FY2019 budget. The result of the RFP process is a cost that is higher than the \$166,035 transferred to ITS as part of the FY2019 budget. The net increase is \$75,965, which includes a contingency of 5%.

Impact/Analysis:

- The passage of this ordinance may require a future budget amendment
- The annual recurring cost of Laserfiche maintenance is only \$1,700 more than the existing SIRE maintenance in the ITS budget.

Proposed Committee Motion:

I move to recommend to City Council for approval of an Ordinance approving the award of RFP No. 2019-029 for the acquisition and implementation of a Laserfiche Enterprise Content Management System to OPG-3, Inc. for an amount not to exceed \$242,000.00 and authorizing the City Manager to execute agreements for the same by and on behalf of the City.

Timeline:

Start: December 2019

Finish: June 2020

Steve Marsh, Chief Technology Officer

Recommendation: Staff recommends approval.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

AN ORDINANCE APPROVING THE AWARD OF RFP NO. 2019-029 FOR THE ACQUISITION AND IMPLEMENTATION OF A LASERFICHE ENTERPRISE CONTENT MANAGEMENT SYSTEM TO OPG-3, INC. FOR AN AMOUNT NOT TO EXCEED \$242,000.00 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 document management system is no longer being upgraded, and is not meeting the needs of the City; and,

WHEREAS, to acquire a replacement solution, the City, through the Procurement and Contract Services Division, issued RFP No. 2019-029 for the acquisition of an enterprise content management system; and,

WHEREAS, RFP No. 2019-029 was advertised through the City's e-procurement system, Public Purchase, and received eight responses; and,

WHEREAS, of the proposals received, OPG-3, Inc. 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. 2019-029 to OPG-3, Inc.

SECTION 2. The City Council hereby approves and authorizes the City Manager, by and on behalf of the City of Lee's Summit, Missouri, to execute the OPG-3 Master Service Agreement, and the Statement of Work (SOW), Software and Support Costs, OPS Proposal, Laserfiche End User License Agreement (EULA), and Laserfiche LSAP (collectively the "Laserfiche Agreements") between OPG-3, Inc. and the City of Lee's Summit, Missouri, attached as "Exhibit A", "Exhibit B", "Exhibit C", "Exhibit D", "Exhibit E", "Exhibit F", and "Exhibit G" 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 \$242,000.00.

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:

City Clerk *Trisha Fowler Arcuri*

BILL NO.

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

This Master Services Agreement (“Agreement”) is entered into effective November 29th, 2019 (“Effective Date”) by and between OPG-3, Inc., a Minnesota corporation (“OPG-3”) and the City of Lee’s Summit, a Missouri Municipality (“Customer”). In consideration of the mutual promises, covenants and agreements set forth herein, the parties agree as follows:

1. Statements of Work. OPG-3 will perform services (“Services”) as designated in individual Statements of Work (each, a “Statement of Work”) which OPG-3 and Customer may execute and deliver from time to time. No Statement of Work shall take effect or be valid unless in writing and signed by an authorized representative of each party. Each Statement of Work will contain such additional terms and conditions upon which OPG-3 and Customer may agree. In the event of a conflict in meaning between this Agreement and any Statement of Work, the terms of this Agreement will prevail. Upon execution by both parties, each individual Statement of Work shall be attached to this Agreement and incorporated into this Agreement as set forth in Section 18 of this Agreement.

OPG-3 shall procure for Customer a perpetual license to the Laserfiche Software (as that term is defined in the Laserfiche End User License Agreement, attached hereto), and such license shall not expire or be revoked, cancelled, or otherwise terminated if Customer fails to renew or use a Laserfiche software support plan. If at any point it is determined that OPG-3 did not secure a perpetual license for Customer or Laserfiche terminates or attempts to terminate Customer’s perpetual license through no fault of Customer, OPG-3, at OPG-3’s sole cost, shall procure for Customer a perpetual license to the Laserfiche Software. Nothing in this Agreement is intended or shall be construed as limiting Customer’s rights and privileges under a perpetual license to the Laserfiche Software.

2. Customer Responsibilities. Customer will provide OPG-3 with access to the personnel, systems and facilities that are reasonably necessary for OPG-3 to provide the Services.

3. Independent Contractor. The relationship between Customer and OPG-3 is that of independent contractor. Nothing in this Agreement is intended as, or will be construed as, creating a relationship of joint ventures, partners, employer-employee, franchisor-franchisee or agent. Both parties agree to take such steps as are reasonably requested by the other party to ensure that each party will be deemed an independent contractor. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document. Neither OPG-3, nor any subcontractor, nor any of their employees or agents will be entitled to participate in any employee fringe benefit of Customer. OPG-3 will be solely responsible for:

(a) recruiting, interviewing, testing, selecting, hiring, training, evaluating, counseling and disciplining such personnel OPG-3 may assign to provide the Services. All persons furnished, used, or hired by or on behalf of OPG-3 will be solely OPG-3’s employees, agents or subcontractors, and under no circumstances are they to be considered Customer’s employees, agents or subcontractors.

(b) payment and/or withholding of all applicable federal, state and local income, unemployment, social security, and other taxes for its employees, agents and subcontractors, as well as workers compensation and any other assessments or contributions required by law. No such taxes, workers compensation or other assessment will be paid or withheld by Customer on behalf of OPG-3’s employees, agents or subcontractors.

4. Safekeeping and Security. As part of the Services, OPG-3 will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes or identifiers (each an “Access Device”) issued to OPG-3’s employees, agents or subcontractors.

5. Term; Support and Maintenance Cost Increases.

(a) This Agreement will begin on the Effective Date and will remain in effect for a period of one year (the “Initial Term”). The Initial Term may be renewed, at the City’s sole discretion, for up to four (4), successive one-year terms unless the City notifies OPG-3 at least sixty (60) days before expiration of the then-current term. Notwithstanding the foregoing, the term of this Agreement will continue as to each particular Statement of Work until the term for that particular Statement of Work (if different than as stated in this Section) has expired.

(b) The Parties understand and agree that the Annual Support and Maintenance Costs for Customer’s

perpetual license, as set forth in the Software and Support Costs attached hereto and incorporated herein, are projected to remain flat. If OPG-3 ever increase such Annual Support and Maintenance Costs, OPG-3 shall not increase such costs more than two percent (2%) per annum.

6. Termination.

(a) Either party may, at its option, terminate this Agreement and/or an applicable Statement of Work: (i) immediately upon written notice if the other party breaches its obligations as set forth in this Agreement or the applicable Statement of Work, provided, however, that the party in default will have thirty (30) days to cure such default after written notice thereof, except as to breaches that are not capable of being cured; or (ii) immediately upon written notice if the other party ceases conducting business in the normal course, admits its insolvency, makes a general assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization.

Notwithstanding any other provision in this Agreement, this Agreement is subject to the appropriation power of Customer's governing body and if said body does not appropriate funds to pay charges and fees that will become due and owing in that budget year, Customer may cancel its subscription without any penalty or owing any charges or fees going forward from the end of service and subscription

(b) Upon termination of this Agreement, the parties will have the following obligations:

- (i) each party will return the other party's Confidential Information;
- (ii) Customer will immediately pay all outstanding amounts due and owing to OPG-3, including all fees and costs owed for Services rendered under a Statement of Work authorized by this Agreement as of the effective date of termination;
- (iii) OPG-3 will provide to Customer all written materials, including records, notes, data, memoranda, models, source code (if applicable), object code, flow charts, etc., that constitute work in progress; and
- (iv) all property of Customer will be returned by OPG-3 to Customer including, but not limited to, any Confidential Information and all Access Devices.

7. Proprietary Materials and Ownership.

(a) Customer will have and retain all rights, including intellectual property rights, in its preexisting proprietary materials including all documents, materials or other works of original authorship created by Customer or by OPG-3 for Customer under this Agreement ("Customer Proprietary Materials"). OPG-3 acknowledges that it does not own the Customer Proprietary Materials and will acquire no right, title, or interest in such Customer Proprietary Materials furnished to or used by OPG-3.

(b) OPG-3 will have and retain all rights, including intellectual property rights, in its preexisting proprietary materials including all software, documents, materials or other works of original authorship created by OPG-3 ("OPG-3 Proprietary Materials"). Customer acknowledges that it does not own the OPG-3 Proprietary Materials and will acquire no right, title or interest in such OPG-3 Proprietary Materials.

(c) For any third-party products, tools, software, documents and other material ("Third-Party Materials") that Customer acquires through OPG-3 (e.g. Laserfiche-branded software), any applicable third party will have and retain all rights, including intellectual property rights, in its materials. Nothing in this Agreement shall be construed as altering any rights retained by such third parties pursuant to any licenses, sublicenses, or other provisions governing the sale, purchase or use of such Third-Party Materials.

(d) In providing the Services, OPG-3 may use Third Party Materials other than those described in Section 7(c). OPG-3 represents and warrants that it has all rights needed to use such Third-Party Materials for purposes of providing the Services under this Agreement. Customer acknowledges that it does not own such Third-Party Materials and will acquire no right, title or interest in such Third-Party Materials.

8. Confidential Information.

(a) During the term of this Agreement, each of OPG-3 and Customer may have access to information that the other considers to be confidential and/or a trade secret. This information may include, but is not limited to, proprietary materials, technical know-how, technical specifications, software code, manners of conducting business and operations, strategic business plans, systems, results of testing, financial information, customer lists and other customer information, product information, concepts, and compilations of data and any other information given from one party to the other with the exception of those items enumerated in Section 8(c) (collectively, "Confidential Information").

(b) Each party will use the other's Confidential Information only to perform its obligations under, and for the purposes of, this Agreement. Each party: (i) will maintain the confidentiality of the other's Confidential Information in the same manner in which it protects its own information of like kind, but in no event will either party take less than reasonable precautions to prevent the unauthorized use or disclosure of the Confidential Information; and (ii) is permitted to disclose Confidential Information to its employees and authorized subcontractors on a need-to-know basis only, provided that all such subcontractors have written confidentiality obligations to that party. OPG-3 is responsible for, and will indemnify and hold Customer harmless against, any damages arising from any unauthorized disclosure of Confidential Information.

(c) The confidentiality provisions of this Agreement do not apply to information that is required to be disclosed pursuant to Missouri's public records laws, is entirely in the public domain, was known to the party prior to access to the information, was received lawfully from a third party through no breach of any obligation of confidentiality owed to the other party, or is created by that party's employees independently of the other party's Confidential Information.

(d) The provisions of this Section 8 will survive termination of this Agreement and will inure to the benefit of the parties and their successors and assigns.

9. Publicity. Neither party will use the other party's name, trademarks or service marks or refer to the other party directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement or its subject matter to the extent the materials in such media release, announcement or disclosure have not previously been made publicly available, without the other party's prior written permission to do so. In the event a party agrees to such use, the other party agrees to comply with any conditions the party may impose on such use. This restriction includes any promotional or marketing materials, customer lists or business presentations (but not including any announcement intended solely for internal distribution by a party or any disclosure required by legal, accounting or regulatory requirements). Both parties agree to submit to the other party all advertising, sales, promotions, and other publicity material relating to any product or service in which either party's name is mentioned or language is used from which the connection of either party's name may be reasonably inferred or implied. Either party may refuse such consent, with or without cause or explanation. Nothing in this Agreement is intended to or shall prevent Customer from complying with its obligations complying with the Missouri public records laws.

10. Solicitation. Neither party will solicit, recruit or assist another party in soliciting or recruiting any employees or subcontractors of the other who were involved with the performance of this Agreement for a period beginning with the Effective Date of this Agreement and extending for one year after its termination.

11. Warranty. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, OPG-3 DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Notwithstanding the foregoing, OPG-3 represents and warrants that all statements of fact made by OPG-3 in the Proposal (as defined below), this Agreement and any executed Statement of Work are substantially true and correct or will be true and correct when made and, if applicable, shall continue to be substantially true and correct during the term of this Agreement or any extension thereof.

The provisions of this Section shall not operate to modify, amend, limit or otherwise reduce the scope of any representation or warranty set forth in any third-party software license agreement, terms of use agreement or the LSAP (as defined below).

12. Infringement Indemnification. Provided Customer complies with the terms and conditions of this Section 12, OPG-3 shall indemnify, defend, and hold harmless Customer, from and against all losses, fines, penalties, and damages, resulting from, imposed upon, or incurred by Customer to the extent arising out of or resulting from any claim

by a third party that the products or services delivered by OPG-3 pursuant to the provisions of this Agreement, including but not limited to the Laserfiche Software (as that term is defined in the Laserfiche End User License Agreement, attached hereto), or a Statement of Work infringe or misappropriate any copyright, patent, or other proprietary right of such third party.

Following the discovery of any facts or conditions that could reasonably be expected to give rise to a loss for which indemnification under this Section 13 can be obtained (a "Claim"), Customer shall, promptly after the Customer's receipt of notice of the Claim (but in no event more than five (5) business days after being served with any summons, complaint or similar legal process), provide written notice to OPG-3 (an "Indemnification Notice"), setting forth: i) the specific facts and circumstances of the Claim; and ii) the amount of loss for which indemnity hereunder is being sought (or a non-binding, reasonable estimate thereof if the actual amount is not known or not capable of reasonable calculation). Each Indemnification Notice shall be accompanied by copies of all notices and documents, including all court papers, received by Customer relating to the Claim.

If an Indemnification Notice is delivered to OPG-3 as provided herein, OPG-3 shall be entitled to participate in the defense thereof and, if OPG-3 so chooses, to assume the defense thereof with counsel selected by OPG-3. If OPG-3 so elects to assume the defense of a Claim, then OPG-3 shall not be liable to Customer for the reasonable fees and expenses of counsel subsequently incurred by Customer in connection with the defense thereof. Furthermore, if OPG-3 chooses to defend any Claim, then Customer shall cooperate in the defense or prosecution of such Claim. Such cooperation shall include the retention and (upon the OPG-3's request) the provision to OPG-3, of records that are reasonably relevant to such Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any such records or other material provided hereunder. If OPG-3 has not, within twenty (20) business days after receipt of an Indemnification Notice relating to a Claim, chosen to assume defense of such Claim or fails to defend such Claim actively and in good faith, then Customer shall (upon further written notice) have the right to defend case at the cost and expense of OPG-3.

13. Indemnification from the Laserfiche EULA. OPG-3 shall indemnify, defend, and hold harmless Customer, from and against all losses, judgments, fines, penalties, and damages, resulting from, imposed upon, or incurred by Customer to the extent arising out of or resulting from any claim that Customer breached the Laserfiche End User License Agreement, but only to the extent that Customer's alleged breach resulted from Customer's compliance with Missouri law, including not be limited to the Missouri Open Records law and law prohibiting political subdivisions, including municipalities, from waiving their sovereign immunity by indemnifying other entities.

14. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES ARISING OUT OF ITS BREACH OF THIS AGREEMENT.

15. Choice of Law. This Agreement will be construed in accordance with the laws of the State of Missouri, excluding its conflict of law provisions. All parties consent and agree to the jurisdiction of the State of Missouri, and consent and agree to venue for any litigation in the state and federal courts located in Jackson County, Missouri for any matters.

16. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the extent it is not in violation of law or is not otherwise unenforceable, and all other provisions and requirements of this Agreement will remain in full force and effect.

17. Force Majeure. If either party is prevented from performing its duties or responsibilities under this Agreement by reason of any fire or other casualty, acts of God, earthquake, floods, explosion, extraordinary actions of the elements, war, riots, mob violence, acts of terrorism, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, strikes, lockouts, actions of labor unions, condemnation, court orders, laws, regulations or orders of government or military authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the control of such party whose performance is delayed (a "Force Majeure Event"), but excluding therefrom any cause attributable to the financial inability of the party to perform or procure performance, such failure to perform will not be deemed a breach of this Agreement so long as performance is promptly undertaken upon cessation of the Force Majeure Event and thereafter diligently pursued to completion within the applicable time frame set forth in this Agreement or, if there is no such time frame, within a commercially reasonable time thereafter.

18. Waiver. Any waiver of a provision of this Agreement or of a party's right or remedy under this Agreement

must be in writing and signed by the party to be effective. Failure or delay by a party to enforce its rights or remedies under this Agreement at any time will not be deemed a waiver and will not affect the validity of this Agreement or prejudice such party's right to take subsequent actions.

19. Entire Agreement and Amendment.

(a) The following exhibit(s), attachment(s) and/or addenda are attached hereto and hereby incorporated into and made part of this Agreement:

Attachment 1 – City of Lee's Summit ("City") Agreement #2019-029
Attachment 2 – Statements of Work (SOWs)
Attachment 3 – Software and Support Costs
Attachment 4 – OPG-3's Final Business Proposal and Q&A to the City's Request for Proposals
Attachment 5 – Laserfiche End User Licensing Agreement (EULA)
Attachment 6 – Laserfiche LSAP Agreement

If there is any conflict between the terms of this Agreement and any of the attachments referenced above, the order of preference for conflict resolution shall be the following order of precedence:

1 – Software and Support Costs
2 – City of Lee's Summit ("City") Agreement #2019-029
3 – this Master Services Agreement
4 – Statements of Work (SOWs)
5 – OPG-3's Final Business Proposal and Q&A to the City's Request for Proposals
6 – Laserfiche End User Licensing Agreement (EULA)
7 – Laserfiche LSAP Agreement

(b) Except as specified herein, this Agreement, together with all Statements of Work, represents the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written representations, agreements, or other communications, relating to the subject matter of this Agreement. This Agreement may not be amended or modified except by written agreement signed by each party's authorized representative. No terms or conditions of either party's invoice, purchase order or other administrative document will be effective as a modification of the terms and conditions of this Agreement, regardless of the other party's failure to object to such form.

20. Assignment. Neither party may assign this Agreement without the other party's prior written consent, which will not be unreasonably withheld or delayed. Any attempted assignment without such consent will be void. The rights and duties of the parties hereunder will inure to the benefit of and be binding upon their respective successors and permitted assigns.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same instrument. Any signature page delivered electronically will be binding to the same extent as an original signature page.

22. Notices. Any notice must be in writing and will be deemed to be delivered at the time of delivery if delivered by hand, mail or courier, or at the time received, if sent by fax or by email. Until changed by notice in the manner described above, the addresses of the parties for the purpose of notice will be as set forth below.

Customer	OPG-3
City of Lee's Summit Attn: Teresa Wright, Application Administrator 220 SE Green St Lee's Summit, MO 64063	OPG-3, Inc. Attn: Scott Ogren, Dir of Operations 8030 Old Cedar Ave, Ste 205 Bloomington, MN 55425

23. Interpretation. Each party has actively participated in the negotiation and preparation of this Agreement, and no presumption of interpretation in favor of either party will be made. The necessary grammatical changes required to make the provisions of this Agreement apply either to corporations or other entities or to individuals, men or women, as the

case may require, will in all cases be assumed as though in each case fully expressed. The captions of Sections are for convenience only and will not be deemed to limit, construe, affect or alter the meaning of such Sections. Notwithstanding that some references may say "include" or "including" and others "include without limit" or "including without limitation", references to "include" or "including" will mean "include without limit" or "including without limitation", unless expressly and specifically provided to the contrary.

24. Surviving Provisions. All provisions of this Agreement relating to confidentiality, ownership, limitations of liability and any other subject that would, by its nature, be deemed to survive termination of this Agreement, will survive the termination or expiration of this Agreement.

25. Immigration Requirements. Pursuant to Section 258.530, RSMo., OPG-3 warrants and affirms to Customer that (i) OPG-3 is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) OPG-3 does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

OPG-3 shall swear to and sign an affidavit declaring such affirmation, and provide Customer with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with a Statement of Work. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from OPG-3 reciting compliance is not sufficient.

IN WITNESS WHEREOF, the parties have executed this Master Services Agreement as of the Effective Date.

OPG-3, INC.

CUSTOMER: City of Lee's Summit

By: Jereb Cheatham
Jereb Cheatham

By: _____
Stephen A. Arbo

Its: Vice President, Business Development

Its: City Manager

ATTESTED:

Trisha Fowler Arcuri,
City Clerk

APPROVED AS TO FORM:

Daniel R. White,
Chief Counsel of Management and Operations

This AGREEMENT made and entered into this 20th day of September 2019, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, hereinafter referred to as "City," and OPG-3, Inc., a company in the State of Minnesota, hereinafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; 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 and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider's profession practicing in the State of Missouri within the same general timeframe. 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. 2019-029 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS 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 PART II. Service Provider agrees that the price for all line items outlined in PART II 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 for a one (1) year period from 9/20/2019 through 9/19/2020. The City may at its option renew the Agreement up to four (4) additional one-year terms by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per RFP# 2019-029. All pricing identified on the pricing page shall be in effect for the stated agreement term.
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.
6. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

Stephen A. Arbo, City Manager

Date

ATTESTED:

Office of the City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

OPG-3, Inc.

Company Name

Ivan L. Frank

Company Authorized Signature

Vice President

Title

Date

Ivan L. Frank 9/16/2019

Type or Print the Name of Authorized Person



Statements of Work

- 1. Installation, configuration and testing of core components in 3 environments*
- 2. Citywide capture workflows and file plans*
- 3. SIRE conversion*
- 4. Contract Management*

For: The City of Lee's Summit

November 6, 2019

Laserfiche®
Run Smarter®

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Summary

The attached Statements of Work (SOWs) outline the services required to complete 3 separate projects proposed for the City of Lee's Summit. There are dependencies between projects so the order in which they are completed is important. OPG-3 utilizes two formats for SOWs – Streamlined and Standard – depending on the size of the project. The projects are:

1. Installation, configuration and testing of core components in 3 environments (Streamlined SOW)
2. Develop Citywide capture workflows and file plans (Standard SOW)
3. SIRE Conversion (Standard SOW)

Tentative Project Schedule

The high-level project schedule listed below is tentative. Finalized schedules for each SOW will be published after the completion of Phase 1.

SOW 1 – Installation, configuration and testing of core components in 3 environments

Activity	Start Date	Completion Date
Initial alignment call to review: <ul style="list-style-type: none">• Architecture of each environment• Remote access• Planned approach (how each component will be configured in each environment)	December 2019	December 2019
Software installation, configuration and testing	TBD based on project start	TBD based on project start
Demonstration to confirm components are functioning properly	TBD based on project start	TBD based on project start
Acceptance of completed installation and configuration by stakeholder	TBD based on project start	TBD based on project start
Project closeout	TBD based on project start	TBD based on project start

SOW 2 – Citywide capture workflows and file plans

Activity	Start Date	Completion Date
Phase 0 – Project Setup, Kickoff and Prerequisites <ul style="list-style-type: none"> • Project setup in MS Teams • Project Kickoff Meeting <ul style="list-style-type: none"> ○ Define project teams and roles ○ Develop list of prerequisite activities and assign task with due dates ○ Schedule weekly Sprint meetings • Completion of prerequisites 	December 2019 or January 2020	TBD based on project start
Phase 1 – Requirements, Design and Prototype <ul style="list-style-type: none"> • Onsite interviews with departments to finalize Document Type spreadsheet and design capture processes and confirm usability requirements • Weekly demonstrations of prototypes in Dev with departments based on prioritized list from Phase 0 • Acceptance of solution design and requirements 	TBD based on project start	TBD based on project start
Phase 2 – System Development <ul style="list-style-type: none"> • Begin system development in Test for first department • Weekly demonstrations with departments <ul style="list-style-type: none"> ○ Confirm system meets design and requirements from Phase 1 ○ Develop test scripts 	TBD based on project start	TBD based on project start
Phase 3 – User Acceptance Testing <ul style="list-style-type: none"> • Demonstration to departments using test scripts with testing instructions • Bi-weekly testing check-ins and remediation as needed • Solution approved for promotion to Prod 	TBD based on project start	TBD based on project start
Phase 4 – Push to Production <ul style="list-style-type: none"> • Migrate file plan, workflows and forms to Prod • Migrate data sources to production accounts • Functional testing using test scripts • Solution approved for production use 	TBD based on project start	TBD based on project start
Phase 5 – Knowledge Transfer and Transition to Support <ul style="list-style-type: none"> • Provide demonstration recordings and system documentation • Remote training sessions for users and administrators 	TBD based on project start	TBD based on project start

SOW 3 – SIRE Conversion

Activity	Start Date	Completion Date
Phase 0 – Project Setup, Kickoff and Prerequisites <ul style="list-style-type: none"> • Project Kickoff Meeting <ul style="list-style-type: none"> ○ Define project teams and roles ○ Develop list of prerequisite activities and assign task with due dates ○ Schedule weekly Sprint meetings • Completion of prerequisites 	January or February 2020	TBD based on project start
Phase 1 – Requirements, Design and Prototype <ul style="list-style-type: none"> • Migrate content and metadata from all cabinets (by department) • Review available metadata from SIRE and integrate with day-forward file plan with subset of migrated content • Review potential issues related to missing or corrupt data and develop exception handling processes • Weekly demonstrations of migrated content • Acceptance of migration plan and exception handling processes 	TBD based on project start	TBD based on project start
Phase 2 – System Development <ul style="list-style-type: none"> • Process all migrated data according to migration plan in Test • Run comparison reports to identify and recover missing documents • Develop test plan and determine whether exceptions will be handled in Test or Prod • Acceptance of test plan 	TBD based on project start	TBD based on project start
Phase 3 – User Acceptance Testing <ul style="list-style-type: none"> • Demonstration to departments using test scripts with testing instructions • Bi-weekly testing check-ins and remediation as needed • Solution approved for promotion to Prod 	TBD based on project start	TBD based on project start
Phase 4 – Push to Production <ul style="list-style-type: none"> • Export Laserfiche volumes from Test and import to Prod • Functional testing according to test scripts • Solution approved for production use 	TBD based on project start	TBD based on project start
Phase 5 – Knowledge Transfer and Transition to Support <ul style="list-style-type: none"> • Provide updated documentation • Provide remote training sessions for users and administrators 	TBD based on project start	TBD based on project start

SOW 4 – Contract Management

Activity	Start Date	Completion Date
Phase 0 – Project Setup, Kickoff and Prerequisites <ul style="list-style-type: none"> • Project setup in MS Teams • Project Kickoff Meeting <ul style="list-style-type: none"> ○ Define project teams and roles ○ Develop list of prerequisite activities and assign task with due dates ○ Schedule weekly Sprint meetings • Completion of prerequisites 	TBD based on completion of SOW 3	TBD based on project start
Phase 1 – Requirements, Design and Prototype <ul style="list-style-type: none"> • Online requirements gathering sessions to define overall process including integration points with Lawson, contract approval requirements and components of contract lifecycle • Weekly demonstrations of prototypes in Test with departments to solicit feedback on design and functionality • Acceptance of solution design and requirements 	TBD based on project start	TBD based on project start
Phase 2 – System Development <ul style="list-style-type: none"> • Begin system development in Test • Weekly demonstrations with project team <ul style="list-style-type: none"> ○ Confirm system meets design and requirements from Phase 1 • Develop test scripts 	TBD based on project start	TBD based on project start
Phase 3 – User Acceptance Testing <ul style="list-style-type: none"> • Demonstration to project team using test scripts with testing instructions • Bi-weekly testing check-ins and remediation as needed • Solution approved for promotion to Prod 	TBD based on project start	TBD based on project start
Phase 4 – Push to Production <ul style="list-style-type: none"> • Migrate file plan, workflows and forms to Prod • Migrate data sources to production accounts • Functional testing using test scripts • Solution approved for production use 	TBD based on project start	TBD based on project start
Phase 5 – Knowledge Transfer and Transition to Support <ul style="list-style-type: none"> • Provide demonstration recordings and system documentation • Remote training sessions for users and administrators 	TBD based on project start	TBD based on project start

Project Team

The following outlines the roles of project team members for both OPG-3 and Lee's Summit. During the project kickoff meeting, the team roster will be completed with roles assigned to team members and the relationship between members will be established. A project kickoff meeting will happen at the beginning of each SOW. Sprint demonstrations and meetings are held weekly.

Project Team – OPG-3

Role	Description
ScrumMaster	The ScrumMaster is responsible for scheduling, resource allocation and communication throughout the project. The ScrumMaster maintains the project collaboration site (Microsoft Teams) and all project artifacts (meeting notes, requirements, sample documents and project schedule) and provides weekly status reports after each Sprint demo.
Project Owner	The Project Owner is a blended role of Solution Architect and Technical Project Manager held by a senior member of the OPG-3 service delivery team. The Project Owner is responsible for overall solution design, the identification and completion of technical prerequisites and assigning work to Technical Engineers working on the project.
Technical Engineer	Technical Engineers are assigned to projects as needed to ensure projects are completed on-time and on-budget. In most cases, Technical Engineers are assigned for the duration of projects but can be added or removed as workload and schedule demands.
Support Engineer	Support Engineers are proactively introduced to the projects at the beginning of Phase 3 – User Acceptance Testing. Support Engineers complete the first round of testing according to the test scripts (sample attached as Appendix 1) developed by the Technical Engineer(s) who developed the solution. Support Engineers are responsible for managing User Acceptance Testing and remediating any issues that come up and provide the training (user and admin) and documentation (user and system) necessary to complete the project.
Product Owner	The Product Owner is ultimately accountable to the customer stakeholder(s) for the quality and timeliness of the project including communication, user experience and overall functionality.
Solution Manager	The Solution Manager owns the business relationship with the customer and handles issues related to billing milestones, project scope and non-technical impediments.

Project Team – Lee’s Summit

Role	Description
<i>Project Manager</i>	Will work directly with OPG-3 ScrumMaster to manage scheduling and communication for project activities. The Project Manager will attend weekly Sprint demos and serve as the primary point of contact for the ScrumMaster.
<i>Subject Matter Expert (Business)</i>	Will serve as knowledgeable resource for discovery and requirements gathering and help make decisions about design and user experience. Will participate in scheduled working sessions and attend weekly Sprint demos.
<i>Subject Matter Expert (Technical)</i>	Will serve as technical resource for the project with knowledge regarding technical infrastructure and applications that will be integrated. Will be able to complete or coordinate activities related to creating ODBC connections, configuring technical infrastructure (firewall, SSL certificates, etc.). Will participate in scheduled working sessions and attend weekly Sprint demos.
<i>Stakeholder</i>	Project sponsor responsible for the overall fit and quality of the project for the organization. Is ultimately responsible for sign-off/acceptance, approval of scope change requests and discussions regarding budget and timeline. Is invited to weekly Sprint demos but attendance is not required.
<i>Users</i>	Will participate in discovery sessions and Sprint demos if invited by Project Manager. Will participate in User Acceptance Testing and training sessions.
<i>System Administrator</i>	Designated resource(s) from IT that will participate in Push to Production and scheduled System Administrator training. Will serve as first line of technical support after project closeout and will work closely with OPG-3 Support to resolve technical issues if/when they come up.

Note: It’s understood that the same person may play multiple roles for a project. It’s also understood that there may be multiple SMEs and Stakeholders for the Citywide capture workflows and file plan project as each department will bring their own expertise and requirements.

Project Tools

OPG-3 utilizes Microsoft Teams as a collaborative workspace for managing projects, collecting project artifacts (sample documents, requirements, project notes, etc.) and communication with the project team. The Project Manager(s), SME(s) and Stakeholder(s) from the Lee's Summit team will be invited as guest users and will have full access to the Team site. The primary components of Teams that will be used are:

- **Conversations** – As much as possible, messaging through the Conversations tab should replace email communication because it keeps everything associated with the project and is accessible by all team members. Questions and messages for specific people can be directed by @ messaging team members and files can be shared by securely uploading them to the team site instead of attaching them to emails.
- **Files** – Project artifacts such as sample documents, recorded videos and project requirements will be uploaded through the Files tab so they're accessible to all team members.
- **Shared OneNote notebook** – meeting notes will be recorded in a shared OneNote notebook to serve as a written transcript of the meetings. This is helpful when team members miss a meeting and provides a way to determine when decisions are made that affect requirements and design. Our practice is to send a copy of the meeting notes after the weekly Sprint meeting/demo via email as a status update.

GoToMeeting will be used to make Sprint meetings/demos accessible and allow demonstrations to be recorded for future reference.

SOW 1 – Installation, configuration and testing of core components in 3 environments

The City of Lee's Summit would like to implement the core Laserfiche components in Development, Test and Production environments. The Laserfiche components include:

- Laserfiche Directory Server (1 environment)
- Laserfiche Content Server
- Laserfiche Workflow Server
- Laserfiche Forms
- Laserfiche Web Access
- Laserfiche WebLink (optional)
- Laserfiche Mobile (optional)
- Laserfiche Import Agent (1 environment)

The implementation will include the installation of each component, configuration to ensure communication between components and functional testing to ensure they work as expected including the import of sample documents to test searching and viewing, creation of sample workflow and publishing and submission of sample forms.

In order to minimize the overhead required for this type of engagement, OPG-3 has developed a streamlined approach for projects of less than 25 hours.

Once we receive email approval to proceed based on the description and activities below, the project will be onboarded, and we'll work with the Project Stakeholder to schedule the necessary activities.

Customer Name:	City of Lee's Summit
Stakeholder:	Steve Marsh
Project Name:	Installation, configuration and testing of core components in 3 environments
Description:	Installation of core Laserfiche components in Dev, Test and Production environments. Configuration and functional testing of components.
Activities:	<ul style="list-style-type: none">• Initial alignment call to review architecture, remote access and planned approach• Software installation, configuration and testing• Demonstration to show how to access each environment and confirm components are functioning properly• Acceptance of completed installation and configuration by stakeholder• Project closeout
Known Prerequisites	<ul style="list-style-type: none">• Laserfiche software has been procured• Servers have been allocated (including SQL Server)• Remote access (preferably VPN) to servers
Hours Estimate:	16 hours - \$2,960
Payment Method	Fixed bid, paid upon acceptance

SOW 2 – Citywide capture workflows and file plans

This Statement of Work (“SOW”) defines the professional services (“Services”) that OPG-3 will provide for the City of Lee’s Summit (Lee’s Summit) in conjunction with the Citywide capture workflows and file plans (“Project”). This SOW will be a part of a Professional Services Agreement between OPG-3 and Lee’s Summit.

Project Scope and Objective

Lee’s Summit is implementing a new Laserfiche system throughout the city. The first step of the implementation is to design and implement capture workflows for day-forward document capture and filing plans to build out the foundation of their Laserfiche repository.

Capture Workflows

Capture workflows streamline the process of capturing (scanning, printing, importing) content to be managed by Laserfiche. Core components of a capture workflow include:

- Identify primary applications that maintain data to be used in the indexing process
- Develop dynamic templates linked to data sources to automate much of the indexing process
- Develop filing workflows to automatically build and manage the file plan
- Configure Laserfiche Connector profiles to make documents available through primary applications
 - Lawson
 - GIS
 - CityWorks
 - CityView
 - MHC
 - Zuercher
 - FDM
 - RecTrac

Note: During onsite interviews it was discovered that both the Human Resources and Development Services departments have a need to scan historic physical records. The capture workflow processes developed for these departments will include configuring Quick Fields scanning sessions to streamline the backfile conversion process.

OPG-3 proposed 2 copies of Quick Fields to handle backfile conversion for HR and Development Services. That entails developing the backfile capture strategy and creating Quick Fields Sessions to handle scanning, batch processing, data extraction and lookup, etc. If other departments have a higher priority backfile need, they can be named in place of HR and Development Services.

File Plans

The file plan in Laserfiche encompasses the folder structure, standardized document naming conventions, metadata schema and records management properties. The capture workflows will be configured to build and manage the file plans automatically to eliminate the need for manual repository maintenance. OPG-3 utilizes a “Document Type” spreadsheet to capture the components of the file plan and serve as the requirements for design and implementation. The departments in scope for this project are:

- | | | |
|------------------------|-------------------|----------------|
| • City Clerk | • Fire | • Parks |
| • Development Services | • Human Resources | • Police |
| • Finance | • ITS | • Public Works |
| | • Law | • Water |

Change Management Process

It may become necessary to amend this SOW for reasons including, but not limited to, the following:

- Changes to the project schedule, scope or budget
- Changes in priorities (external or internal to the project) that impact the project
- Environmental or architectural impediments not previously identified
- Lack of access to personnel, facilities, or systems necessary to complete project as scoped

In the event that it is necessary to change this SOW, the following process will be followed:

A Project Scope Change Request (PSCR) will be used to communicate change. The PSCR must describe the change, the reasons for the change, and the effect the change will have on the project, which may include scheduling changes, pricing, etc. A PSCR will be initiated by OPG-3 but must be executed by both parties to make it effective and binding on the parties. See Appendix 2 for PSCR template.

Identified Phases

The following Phases (major project areas) are included in the services. Phases will run in parallel where possible.

Phase	Number of Weekly Sprints
0. Project Setup, Kickoff and Prerequisites	3
1. Requirements, Design and Prototype	11
2. System Development	11
3. User Acceptance Testing	11
4. Push to Production	11
5. Knowledge Transfer and Transition to Support	11
Total	58

The timeline estimates listed above may seem misleading because there will be significant overlap based on the way we have recommended the project be run. Once Phase 0 has been completed, the first department will start Phase 1. If the departments are engaged, each Phase should take 1 week to complete. As soon as the first department completes Phase 1, we'll start Phase 1 with the second department and so on. That means the first department could be using the system in production 8 weeks from project kickoff and the last department could be in production 19 weeks after kickoff.

Because we'll be working with multiple departments simultaneously, we'll effectively spend a total of 11 weeks in each major phase. It's possible that the timeline will extend past 19 weeks if departments aren't ready to start on schedule or would prefer to spend more than 1 week in each phase. One of the prerequisite activities we'll complete in Phase 0 will be to develop an ordered sequence for departmental implementation and the timeline may be adjusted once that has been finished.

SOW 3 documents the intersection between SOW 2 and SOW 3. Once a department has completed Phase 5 of SOW 2 and is capturing day-forward documents, their cabinets in SIRE will be made read-only and Phase 1 of their SIRE conversion will begin.

Phase 0 – Project Setup, Kickoff and Prerequisites

Projects are completed most efficiently when core dependencies are identified early and cleared as Project Prerequisites. During the Project Setup process a list of prerequisites that could impede the project will be developed. A portion of the Project Kickoff meeting will be focused on discussing the prerequisites, identifying the resource(s) responsible for completing them and determining target dates for resolution. The project schedule will be based on these dates

Core Activities Include:

- Project onboarded to Salesforce and Team sites as dictated by scope and complexity
- List of prerequisites developed and vetted by project team
- Project Kickoff presentation created, and meeting scheduled

Known Prerequisites:

- Confirm remote access (VPN preferred)
- Laserfiche software installed and configured in Test and Production environments
- Identify applications/data sources to be utilized in capture process
 - Establish read-only ODBC connection or data export strategy
- Review “Document Type” spreadsheets and provide guidance for completion
- Review Citywide retention plan and translate to Laserfiche Records Management Objects
- Sequenced list of departments for implementation

Deliverables:

- Project Kickoff meeting
- Initial Discovery sessions (onsite) with each department to review Document Type spreadsheet, investigate data sources and discuss user experience goals
- Initial project schedule developed

Phase 1 – Requirements Gathering, Design and Prototype

The goal of Phase 1 is to rapidly prototype the solution (per department, as defined in the Scope and Objectives section of this document) based on the requirements documented in the Document Type spreadsheet to provide context before users are expected to finalize design decisions that affect the user experience. Feedback from the prototype demo will be incorporated into the solution design that is implemented in Phase 2.

Core Activities Include:

- Work with Subject Matter Experts to finalize document type spreadsheet
- Investigate data sources to be used to streamline document indexing to determine how it can be incorporated in the capture workflow process
- Develop and present solution prototype to get user feedback on foundational design considerations.
- Create requirements backlog and plan implementation. The backlog (requirements written as user stories) will define initial acceptance criteria for project deliverables.

Deliverables:

- Prototype solution, including integration with primary applications
- Finalized project requirements reviewed and accepted by departmental SME and ITS representative
- Project Plan

Assumptions Driving Effort:

- Initial backlog is limited to phases currently in scope.
- The backlog and deliverable acceptance criteria may need to be adjusted based on continued requirements gathering throughout the project. Both Lee's Summit and OPG-3 must approve in writing, which may be an email communication between the parties, any changes to acceptance criteria that would represent a material change to either the solution or its required effort.

Phase 2 – System Development

Core Activities Include:

- Develop solution in test (or production) environment
- Weekly solution demonstrations and walkthroughs with Lee's Summit project team (PM, SMEs and users as appropriate) to show progress and solicit feedback
- Develop test scripts to be utilized in Phase 3 – User Acceptance Testing

Requirements:

- Laserfiche software deployed in Production, Test, and Development environments.
- User account for assigned OPG-3 engineer that includes:
 - Access to the Dev server
 - Access to Laserfiche
- Contact information for a Lee's Summit resource to set up database connections with other accounts as needed

Deliverables:

- System deployed in test environment, ready for User Acceptance Testing.
- Test scripts to be utilized in Phase 3 – User Acceptance Testing. See Appendix 1 for example test script.

Assumptions Driving Effort:

- OPG-3 project team members receive access to all necessary Lee's Summit resources by the scheduled implementation start time in the project plan.
- Lee's Summit personnel will be available to provide any assistance OPG-3 may need in the Lee's Summit environment.
- Lee's Summit personnel attending solution demonstrations and walkthroughs are empowered to provide feedback that will affect overall design.

Phase 3 – User Acceptance Testing

OPG-3 will work with each department to develop an appropriate testing plan for User Acceptance Testing (UAT). The primary activity will be testing the system by following the test scripts provided by OPG-3 during a scheduled period of time and participating in scheduled “check in” meetings to review test results so OPG-3 can remediate any issues that have been uncovered. Depending on the testing schedule, the “check-in” meetings may be the regularly scheduled weekly Sprint demo or they could occur more frequently.

Core Activities Include:

- Work with Lee’s Summit to identify end users that will participate in UAT.
- Testing by Lee’s Summit end-users using the test scripts developed in Phase 2.
- Remediate any issues discovered during UAT until acceptance criteria are satisfied.

Deliverables:

- Solution deployed in Test, approved by Lee’s Summit for promotion to Production.

Assumptions Driving Effort:

- Lee’s Summit personnel will be available for UAT per a mutually agreed-upon schedule.

Phase 4 – Promotion to Production

The OPG-3 project team will assist Lee's Summit in promoting the solution from Test to Production. If Lee's Summit prefers, and provides access, the OPG-3 project team can take the lead with Lee's Summit personnel assisting.

Core Activities Include:

- Work with Lee's Summit to develop promotion plan.
- Promote solution to production.
- Functional testing of individual components, testing of solution using Test Scripts.
- Remediate any issues within scope as necessary.

Deliverables:

- Laserfiche solution deployed in production and ready for end users.
- Two weeks of Stabilization support after Promotion to Production.

Assumptions Driving Effort:

- The OPG-3 project team will continue to support the solution for two weeks after Promotion to Production while transferring support responsibilities to the OPG-3 Support Team.

Phase 5 – Training, Knowledge Transfer and Transition to Support

Once the solution has been promoted to production and is ready for use, OPG-3 will provide training for users and administrators.

Deliverables:

- Recorded demonstrations to show each step of the processes.
- Knowledge Transfer sessions with OPG-3 Support on solution for post-project support.
- System documentation.
- User and Administrative training (remote).

Assumptions Driving Effort:

- Lee's Summit will work with OPG-3 to help develop appropriate training materials for end-users.
- Lee's Summit will coordinate attendance of Lee's Summit personnel for training sessions.
- Training will occur throughout this project as the OPG-3 and Lee's Summit teams work alongside each other.
- OPG-3 may deliver a final update to the System documentation prior to project closeout if such an update is necessary. This potential final System documentation update is not a deliverable of this Phase.

Lee's Summit Responsibilities

The following are Lee's Summit's responsibilities for the Services.

- 1.** Lee's Summit will make available, and provide access to (e.g., within two to three business days), necessary personnel to ensure project success, including:
 - a.** A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.
 - b.** IT personnel such as system administrators, database administrators, or help desk.
 - c.** Subject matter specialists to provide information on Lee's Summit's business processes.
 - d.** Personnel to execute the test scripts and document results for User Acceptance Testing ("UAT"). Personnel will be made available per the project schedule and plan.
- 2.** Lee's Summit will work with OPG-3 to provide any necessary technical resources and support. This includes:
 - a.** Providing requested documentation and acceptance of key deliverables within five business days. If Lee's Summit does not respond in writing to OPG-3's request for acceptance within five business days of OPG-3's request, or Lee's Summit's refusal of such approval within the five-day period is not reasonable, OPG-3 may allocate resources to other projects until a response has been provided. It could take up to one week to restart work in these instances.
 - b.** Providing any access to the Lee's Summit environment that the OPG-3 team will need to develop the solution.
- 3.** Lee's Summit will be responsible for providing all hardware and licensing all software components necessary for completing Services. This includes:
 - a.** Windows Server 2012R2 (or higher) and SQL Server Standard/Enterprise 2012 (or higher) licenses.
 - b.** SSL certificates for all servers that require them.
 - c.** Licenses for all software and systems on the Lee's Summit network with which the Laserfiche system will integrate.

OPG-3 Responsibilities

The following are OPG's responsibilities for the Services.

- 1.** OPG-3 will make available, and provide access to (e.g., within two to three business days), necessary personnel to ensure project success, including:
 - a.** A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, provide status updates and other tasks.
 - b.** Experienced OPG-3 engineering personnel.
 - c.** Personnel to perform preliminary testing during development and prior to UAT. Personnel will be made available per the project schedule and plan.
- 2.** OPG-3 will work with Lee's Summit to provide any necessary technical resources and support. This includes escalating any issues to Laserfiche Support and Laserfiche Development as necessary.

Project Assumptions

- 3.** The scope of the engagement will include the Services described in this SOW. Any additional scope requests will be provided in a separate SOW or change order.
 - a.** The Services will focus exclusively on Laserfiche and Laserfiche-related products to support the system and solution, except where explicitly noted in this SOW.
 - d.** If after OPG-3's request for acceptance on project closeout, Lee's Summit does not respond in writing within five business days, or Lee's Summit's refusal of such approval in the five-day period is not reasonable, OPG-3 may allocate resources to other projects until a response has been provided. It could take up to one week to restart work in these instances.

Professional Services Pricing

The table below represents the level of effort required for this project, including both onsite and offsite Professional Services work. This is a fixed-bid project.

Description	Rate	Est. Hours	Est. Cost
Citywide capture workflows and file plans (11 departments)	\$185	136	\$25,160
Travel costs for onsite work			\$1,460
Total Cost			\$26,620

Payment Plan

All Services will be performed in accordance with this mutually accepted SOW. Lee's Summit will be billed monthly for services based on departments that have completed Phase 5 within the month. In order to simplify billing, the cost associated with each department completing Phase 5 will be 1/12th of the total cost or \$2,218.33.

Changes to project scope or effort required to complete specific work items due to unforeseen complications or issues outside of OPG-3's control will go through the Change Management Process and will be reviewed and may approved by Lee's Summit.

SOW 3 – SIRE Conversion

This Statement of Work (“SOW”) defines the professional services (“Services”) that OPG-3 will provide for the City of Lee’s Summit (Lee’s Summit) in conjunction with the SIRE Conversion (“Project”). This SOW will be a part of a Professional Services Agreement between OPG-3 and Lee’s Summit.

Project Scope and Objective

Lee’s Summit is implementing a Laserfiche Content Management solution to replace the existing SIRE system in place. To complete the implementation the content currently managed in 12 separate SIRE cabinets will need to be migrated to the new Laserfiche repository.

This project will be run concurrently with the **Citywide capture workflows and file plans** project so the proper sequencing of activities will be critical. Based on our experience, we’re recommending the following approach

- When a City department completes Phase 5 of the Citywide capture workflows and file plans project, their migration process will begin
- Day-forward document capture will occur in Laserfiche
- The SIRE cabinets used by that department will be marked read-only
- Phase 1 of the SIRE Migration progress will begin

The goal of the project is to migrate the contents of each cabinet into the file plans implemented for day-forward capture and use in Laserfiche. How closely the migrated content can be integrated into the new file plan will be dependent on the metadata extracted from SIRE and additional information that can be utilized from other sources. Because the new file plans will account for formal records management components that don’t exist in the SIRE system there may be some concessions/compromises made to complete the project.

Change Management Process

It may become necessary to amend this SOW for reasons including, but not limited to, the following:

- Changes to the project schedule, scope or budget
- Changes in priorities (external or internal to the project) that impact the project
- Environmental or architectural impediments not previously identified
- Lack of access to personnel, facilities, or systems necessary to complete project as scoped

In the event that it is necessary to change this SOW, the following process will be followed:

A Project Scope Change Request (PSCR) will be used to communicate change. The PSCR must describe the change, the reasons for the change, and the effect the change will have on the project, which may include scheduling changes, pricing, etc. A PSCR will be initiated by OPG-3 but must be executed by both parties to make it effective and binding on the parties.

Identified Phases

The following Phases (major project areas) are included in the services. Phases will run in parallel where possible.

Phase	Number of Weekly Sprints
0. Project Setup, Kickoff and Prerequisites	3
1. Requirements, Design and Prototype	9
2. System Development	9
3. User Acceptance Testing	9
4. Push to Production	9
5. Knowledge Transfer and Transition to Support	9
Total	48

The timeline estimates listed above may seem misleading because there will be significant overlap based on the way we have recommended the project be run. Once Phase 0 has been completed, the first department will start Phase 1. As soon as the first department completes Phase 1, we'll start Phase 1 with the second department and so on. That means the first department could be using the system in production 8 weeks from project kickoff and the last department could be in production 12 weeks after kickoff.

Because we'll be working with multiple departments simultaneously, we'll effectively spend a total of 9 weeks in each major phase. It's possible that the timeline will extend past 12 weeks if departments aren't ready to start on schedule or would prefer to spend more than 1 week in each phase. One of the prerequisite activities we'll complete in Phase 0 will be to develop an ordered sequence for departmental implementation and the timeline may be adjusted once that has been finished.

Note: Based on the list of SIRE cabinets listed in the RFP, we're assuming there are 5 departments that have content in SIRE.

Phase 0 – Project Setup, Kickoff and Prerequisites

Projects are completed most efficiently when core dependencies are identified early and cleared as Project Prerequisites. During the Project Setup process a list of prerequisites that could impede the project will be developed. A portion of the Project Kickoff meeting will be focused on discussing the prerequisites, identifying the resource(s) responsible for completing them and determining target dates for resolution. The project schedule will be based on these dates

Core Activities Include:

- Project onboarded to Salesforce and Team sites as dictated by scope and complexity
- List of prerequisites developed and vetted by project team
- Project Kickoff presentation created, and meeting scheduled
- Review of SIRE data structure
- Test/review of file export to confirm file types and structure

Known Prerequisites:

- Confirm remote access (VPN preferred)
 - Because 2 projects will be run concurrently, 2 VPN connections will be required
- Read-only ODBC access to SIRE database for query purposes
- Contents of SIRE cabinets exported to network location accessible from Laserfiche Server
- Sequenced list of departments with SIRE cabinets to be migrated

Deliverables:

- Project Kickoff meeting
- Initial project schedule developed

Phase 1 – Requirements Gathering, Design and Prototype

The goal of this phase is to review the contents of the SIRE cabinets (documents and metadata) and develop a strategy for integration with new file plan developed for Laserfiche. For each department, their cabinets (or a subset if they're particularly large) will be imported into the Laserfiche Test environment with the metadata structure replicated from SIRE.

If necessary, the same data sources utilized for the day-forward capture workflow processes developed in Laserfiche will be used to retrieve additional data to file the migrated documents within the new file plans.

Core Activities Include:

- Import content of SIRE cabinets into Laserfiche Test environment and replicate metadata structure from SIRE
- Develop and run workflow processes on a subset of the cabinets to determine how well the documents can be integrated into the new file plans
- Confirm integration with primary applications functions as developed in SOW 2 for migrated content
- Develop exception handling process for documents with missing or incomplete data
- Provide demonstration of system with migrated content to solicit feedback and update requirements as needed
- Finalize requirements and plan implementation

Deliverables:

- Prototype solution
- Finalized requirements reviewed and accepted by departmental SME and designated ITS representative
- Project Plan

Assumptions Driving Effort:

- Initial backlog is limited to phases currently in scope.
- The backlog and deliverable acceptance criteria may need to be adjusted based on continued requirements gathering throughout the project. Both Lee's Summit and OPG-3 must approve in writing, which may be an email communication between the parties, any changes to acceptance criteria that would represent a material change to either the solution or its required effort.

Phase 2 – System Development

If a subset of the cabinets were imported in Phase 1, the entire cabinets will be imported during this phase. The data translation and filing processes finalized in Phase 1 will be run to finalize the migration process in the test environment.

Core Activities Include:

- Migrate and file cabinets in test environment
- Weekly solution demonstrations and walkthroughs with Lee's Summit project team (PM, SMEs and users as appropriate) to show progress and solicit feedback
- Develop test scripts to be utilized in Phase 3 – User Acceptance Testing

Requirements:

- Laserfiche software deployed in Production, Test, and Development environments.
- User account for assigned OPG-3 engineer that includes:
 - Access to the Test server
 - Access to Laserfiche
- Contact information for a Lee's Summit resource to set up database connections with other accounts as needed

Deliverables:

- Content migrated in test environment, ready for User Acceptance Testing.
- Test scripts to be utilized in Phase 3 – User Acceptance Testing. See Appendix 1 for example test script.

Assumptions Driving Effort:

- OPG-3 project team members receive access to all necessary Lee's Summit resources by the scheduled implementation start time in the project plan.
- Lee's Summit personnel will be available to provide any assistance OPG-3 may need in the Lee's Summit environment.
- Lee's Summit personnel attending solution demonstrations and walkthroughs are empowered to provide feedback that will affect overall design. Feedback and other meeting notes are recorded in a shared OneNote notebook in the project Team site.

Phase 3 – User Acceptance Testing

OPG-3 will work with each department to develop an appropriate testing plan for User Acceptance Testing (UAT). The primary activity will be testing the system by following the test scripts provided by OPG-3 during a scheduled period of time and participating in scheduled “check in” meetings to review test results so OPG-3 can remediate any issues that have been uncovered. Depending on the testing schedule, the “check-in” meetings may be the regularly scheduled weekly Sprint demo or they could occur more frequently.

Core Activities Include:

- Work with Lee’s Summit to identify end users that will participate in UAT.
- Testing by Lee’s Summit end-users using the test scripts developed in Phase 3.
- Remediate any issues discovered during UAT until acceptance criteria are satisfied.

Deliverables:

- Solution deployed in Test, approved by Lee’s Summit for promotion to Production.

Assumptions Driving Effort:

- Lee’s Summit personnel will be available for UAT per a mutually agreed-upon schedule.

Phase 4 – Promotion to Production

OPG-3 will utilize the Laserfiche Volume architecture to streamline the push to production. The volumes containing the migrated content will be exported from the Test environment and imported into the Production environment. This approach eliminates the need to copy the files which greatly reduces the time required to complete the process.

Core Activities Include:

- Work with Lee's Summit to develop promotion plan.
- Export volumes from Test and import to Production.
- Functional testing of individual components, testing of solution using Test Scripts.
- Remediate any issues within scope as necessary.

Deliverables:

- Laserfiche solution deployed in production and ready for end users.
- Two weeks of Stabilization support after Promotion to Production.

Assumptions Driving Effort:

- The OPG-3 project team will continue to support the solution for two weeks after Promotion to Production while transferring support responsibilities to the OPG-3 Support Team.

Phase 5 – Training, Knowledge Transfer and Transition to Support

Once the solution has been promoted to production and is ready for use, OPG-3 will provide training for users and administrators.

Deliverables:

- Recorded demonstrations to show each step of the processes.
- Knowledge Transfer sessions with OPG-3 Support on solution for post-project support.
- System documentation.
- User and Administrative training onsite.

Assumptions Driving Effort:

- Lee's Summit will work with OPG-3 to help develop appropriate training materials for end-users.
- Lee's Summit will coordinate attendance of Lee's Summit personnel for training sessions.
- Training will occur throughout this project as the OPG-3 and Lee's Summit teams work alongside each other.
- OPG-3 may deliver a final update to the System documentation prior to project closeout if such an update is necessary. This potential final System documentation update is not a deliverable of this Phase.

Lee's Summit Responsibilities

The following are Lee's Summit's responsibilities for the Services.

- 1.** Lee's Summit will make available, and provide access to (e.g., within two to three business days), necessary personnel to ensure project success, including:
 - a.** A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.
 - b.** IT personnel such as system administrators, database administrators, or help desk.
 - c.** Subject matter specialists to provide information on Lee's Summit's business processes.
 - d.** Personnel to execute the test scripts and document results for User Acceptance Testing ("UAT"). Personnel will be made available per the project schedule and plan.
- 2.** Lee's Summit will work with OPG-3 to provide any necessary technical resources and support. This includes:
 - a.** Providing requested documentation and acceptance of key deliverables within five business days. If Lee's Summit does not respond in writing to OPG-3's request for acceptance within three business days of OPG-3's request, or Lee's Summit's refusal of such approval within the three-day period is not reasonable, OPG-3 may allocate resources to other projects until a response has been provided. It could take up to one week to restart work in these instances.
 - b.** Providing any access to the Lee's Summit environment that the OPG-3 team will need to develop the solution.
- 3.** Lee's Summit will be responsible for providing all hardware and licensing all software components necessary for completing Services. This includes:
 - a.** Windows Server 2012R2 (or higher) and SQL Server Standard/Enterprise 2012 (or higher) licenses.
 - b.** SSL certificates for all servers that require them.
 - c.** Licenses for all software and systems on the Lee's Summit network with which the Laserfiche system will integrate.

OPG-3 Responsibilities

The following are OPG's responsibilities for the Services.

1. OPG-3 will make available, and provide access to (e.g., within two to three business days), necessary personnel to ensure project success, including:
 - a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, provide status updates and other tasks.
 - b. Experienced OPG-3 engineering personnel.
 - c. Personnel to perform preliminary testing during development and prior to UAT. Personnel will be made available per the project schedule and plan.
2. OPG-3 will work with Lee's Summit to provide any necessary technical resources and support. This includes escalating any issues to Laserfiche Support and Laserfiche Development as necessary.

Project Assumptions

1. The scope of the engagement will include the Services described in this SOW. Any additional scope requests will be provided in a separate SOW or change order.
 - a. The Services will focus exclusively on Laserfiche and Laserfiche-related products to support the system and solution, except where explicitly noted in this SOW.
 - b. If after OPG-3's request for acceptance on project closeout, Lee's Summit does not respond in writing within five business days, or Lee's Summit's refusal of such approval in the five-day period is not reasonable, OPG-3 may allocate resources to other projects until a response has been provided. It could take up to one week to restart work in these instances.

Professional Services Pricing

The table below represents the level of effort required for this project, including both onsite and offsite Professional Services work. This is a fixed-bid project.

Description	Rate	Est. Hours	Est. Cost
SIRE Conversion	\$185	100	\$18,500
Total Cost			\$18,500

Payment Plan

All Services will be performed in accordance with this mutually accepted SOW.

Lee's Summit will be billed monthly for services based on departments that have completed Phase 5 within the month. In order to simplify billing, the cost associated with each department completing Phase 5 will be 1/5th of the total cost or \$3,700.

Changes to project scope or effort required to complete specific work items due to unforeseen complications or issues outside of OPG-3's control will go through the Change Management Process and will be reviewed and may be approved by Lee's Summit.

SOW 4 – Contract Management System

This Statement of Work (“SOW”) defines the professional services (“Services”) that OPG-3 will provide for the City of Lee’s Summit (Lee’s Summit) in conjunction with the Contract Management System (“Project”). This SOW will be a part of a Professional Services Agreement between OPG-3 and Lee’s Summit.

Project Scope and Objective

Lee’s Summit is seeking to implement a contract management system to manage the process of drafting, reviewing and executing new contracts as well as the management of the contract lifecycle. The system will include a process for importing legacy contracts and will be integrated with Lawson. The solution will be developed using the Contract Management System template from the Laserfiche Business Process Library as the core framework. That framework includes:

- New Contract Process
- Compliance Review Process
- Proof of Insurance Process
- Contract Renewal Process
- Contract Termination Process

OPG-3 will customize the framework to meet Lee’s Summit’ specific needs. The primary components of that customization include:

- Customized approval process based on contract type, value, etc.
- Use of contract templates to facilitate versioning and change tracking throughout the New Contract Process
- The use of the Laserfiche Forms Portal for vendor document submission including contract revisions and signed contracts
- Integration with Lawson including:
 - Data lookup and auto-fill functionality through ODBC connection
 - Export of formatted XML or .CSV for import into Lawson
 - Accessing documents through Lawson interface using Laserfiche Connector

***Note** – Lee’s Summit may choose to implement digital signatures for contract execution utilizing a tool such as DocuSign in place of having vendors upload signed contracts via a the Laserfiche Forms portal. This SOW can be modified to accommodate that requirement if DocuSign is utilized as an integration already exists. The use of another digital signature application is possible and may or may not require an adjustment to project budget.

Change Management Process

It may become necessary to amend this SOW for reasons including, but not limited to, the following:

- Changes to the project schedule, scope or budget
- Changes in priorities (external or internal to the project) that impact the project
- Environmental or architectural impediments not previously identified
- Lack of access to personnel, facilities, or systems necessary to complete project as scoped

In the event that it is necessary to change this SOW, the following process will be followed:

A Project Scope Change Request (PSCR) will be used to communicate change. The PSCR must describe the change, the reasons for the change, and the effect the change will have on the project, which may include scheduling changes, pricing, etc. A PSCR will be initiated by OPG-3 but must be executed by both parties to make it effective and binding on the parties.

Identified Phases

The following Phases (major project areas) are included in the services. Phases will run in parallel where possible.

Phase	Number of Weekly Sprints
0. Project Setup, Kickoff and Prerequisites	2
1. Requirements, Design and Prototype	3
2. System Development	2
3. User Acceptance Testing	2
4. Push to Production	1
5. Knowledge Transfer and Transition to Support	1
Total	11

Phase 0 – Project Setup, Kickoff and Prerequisites

Projects are completed most efficiently when core dependencies are identified early and cleared as Project Prerequisites. During the Project Setup process a list of prerequisites that could impede the project will be developed. A portion of the Project Kickoff meeting will be focused on discussing the prerequisites, identifying the resource(s) responsible for completing them and determining target dates for resolution. The project schedule will be based on these dates

Core Activities Include:

- Project onboarded to Salesforce and Team sites as dictated by scope and complexity
- List of prerequisites developed and vetted by project team
- Project Kickoff presentation created, and meeting scheduled

Known Prerequisites:

- Laserfiche installed and configured in production environment
- Confirm remote access (VPN preferred)
- ODBC connection to Lawson provided
- Contract import format (XML or .CSV) for Lawson provided

Deliverables:

- Project Kickoff meeting
- Initial project schedule developed

Phase 1 – Requirements Gathering, Design and Prototype

OPG-3 has determined that finalizing project requirements is impossible if users are asked to make important design decisions without context. We will rapidly deploy the core Contract Management Framework in the production environment and use a series of weekly Sprint demos to solicit feedback and finalize requirements

Core Activities Include:

- Develop and present solution prototype to get user feedback on foundational design considerations.
- Weekly Sprint demonstrations to facilitate feedback and finalize requirements
- Create requirements backlog and plan implementation. The backlog (requirements written as user stories) will define initial acceptance criteria for project deliverables.

Deliverables:

- Prototype solution
- Finalized requirements reviewed and accepted by departmental SMS and designated ITS representative
- Project Plan

Assumptions Driving Effort:

- Initial backlog is limited to phases currently in scope.
- The backlog and deliverable acceptance criteria may need to be adjusted based on continued requirements gathering throughout the project. Both Lee's Summit and OPG-3 must approve in writing, which may be an email communication between the parties, any changes to acceptance criteria that would represent a material change to either the solution or its required effort.

Phase 2 – System Development

Core Activities Include:

- Develop solution in production environment
- Weekly solution demonstrations and walkthroughs with Lee's Summit project team (PM, SMEs and users as appropriate) to show progress and solicit feedback
- Develop test scripts to be utilized in Phase 3 – User Acceptance Testing

Requirements:

- Laserfiche software deployed in Production, Test, and Development environments.
- User account for assigned OPG-3 engineer that includes:
 - Access to the Dev server
 - Access to Laserfiche
- Contact information for a Lee's Summit resource to set up database connections with other accounts as needed

Deliverables:

- System deployed in test (or production) environment, ready for User Acceptance Testing.
- Test scripts to be utilized in Phase 3 – User Acceptance Testing*

Assumptions Driving Effort:

- OPG-3 project team members receive access to all necessary Lee's Summit resources by the scheduled implementation start time in the project plan.
- Lee's Summit personnel will be available to provide any assistance OPG-3 may need in the Lee's Summit environment.
- Lee's Summit personnel attending solution demonstrations and walkthroughs are empowered to provide feedback that will affect overall design.

Phase 3 – User Acceptance Testing

Core Activities Include:

- Work with Lee's Summit to identify end users that will participate in UAT.
- Testing by Lee's Summit end-users using the test scripts developed in Phase 3.
- Remediate any issues discovered during UAT until acceptance criteria are satisfied.

Deliverables:

- Solution deployed in Test, approved by Lee's Summit for promotion to Production.

Assumptions Driving Effort:

- Lee's Summit personnel will be available for UAT per a mutually agreed-upon schedule.

Phase 4 – Promotion to Production

The OPG-3 project team will assist Lee's Summit in promoting the solution from Test to Production. If Lee's Summit prefers, and provides access, the OPG-3 project team can take the lead with Lee's Summit personnel assisting.

Core Activities Include:

- Work with Lee's Summit to develop promotion plan.
- Promote solution to production.
- Functional testing of individual components, testing of solution using Test Scripts.
- Remediate any issues within scope as necessary.

Deliverables:

- Laserfiche solution deployed in production and ready for end users.
- Two weeks of Stabilization support after Promotion to Production.

Assumptions Driving Effort:

- The OPG-3 project team will continue to support the solution for two weeks after Promotion to Production while transferring support responsibilities to the OPG-3 Support Team.

Phase 5 – Training, Knowledge Transfer and Transition to Support

Once the solution has been promoted to production and is ready for use, OPG-3 will provide training for users and administrators.

Deliverables:

- Recorded demonstrations to show each step of the processes.
- Knowledge Transfer sessions with OPG-3 Support on solution for post-project support.
- System documentation.
- Web-based User and Administrative training.

Assumptions Driving Effort:

- Lee's Summit will work with OPG-3 to help develop appropriate training materials for end-users.
- Lee's Summit will coordinate attendance of Lee's Summit personnel for training sessions.
- Training will occur throughout this project as the OPG-3 and Lee's Summit teams work alongside each other.
- OPG-3 may deliver a final update to the System documentation prior to project closeout if such an update is necessary. This potential final System documentation update is not a deliverable of this Phase.

Lee's Summit Responsibilities

The following are Lee's Summit' responsibilities for the Services.

- 1.** Lee's Summit will make available, and provide access to (e.g., within two to three business days), necessary personnel to ensure project success, including:
 - a.** A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.
 - b.** IT personnel such as system administrators, database administrators, or help desk.
 - c.** Subject matter specialists to provide information on Lee's Summit' business processes.
 - d.** Personnel to execute the test scripts and document results for User Acceptance Testing ("UAT"). Personnel will be made available per the project schedule and plan.
- 2.** Lee's Summit will work with OPG-3 to provide any necessary technical resources and support. This includes:
 - a.** Providing requested documentation and acceptance of key deliverables within five business days. If Lee's Summit does not respond in writing to OPG-3's request for acceptance within five business days of OPG-3's request, or Lee's Summit' refusal of such approval within the five-day period is not reasonable, OPG-3 may allocate resources to other projects until a response has been provided. It could take up to one week to restart work in these instances.
 - b.** Providing any access to the Lee's Summit environment that the OPG-3 team will need to develop the solution.
- 3.** Lee's Summit will be responsible for providing all hardware and licensing all software components necessary for completing Services. This includes:
 - a.** Windows Server 2012R2 (or higher) and SQL Server Standard/Enterprise 2012 (or higher) licenses.
 - b.** SSL certificates for all servers that require them.
 - c.** Licenses for all software and systems on the Lee's Summit network with which the Laserfiche system will integrate.

OPG-3 Responsibilities

The following are OPG's responsibilities for the Services.

1. OPG-3 will make available, and provide access to (e.g., within two to three business days), necessary personnel to ensure project success, including:
 - a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, provide status updates and other tasks.
 - b. Experienced OPG-3 engineering personnel.
 - c. Personnel to perform preliminary testing during development and prior to UAT. Personnel will be made available per the project schedule and plan.
2. OPG-3 will work with Lee's Summit to provide any necessary technical resources and support. This includes escalating any issues to Laserfiche Support and Laserfiche Development as necessary.

Project Assumptions

1. The scope of the engagement will include the Services described in this SOW. Any additional scope requests will be provided in a separate SOW or change order.
 - a. The Services will focus exclusively on Laserfiche and Laserfiche-related products to support the system and solution, except where explicitly noted in this SOW.
2. If after OPG-3's request for acceptance on project closeout, Lee's Summit does not respond in writing within five business days, or Lee's Summit's refusal of such approval in the five-day period is not reasonable, OPG-3 may allocate resources to other projects until a response has been provided. It could take up to one week to restart work in these instances.

Professional Services Pricing

The table below represents the level of effort required for this project, including both onsite and offsite Professional Services work. This is a fixed bid project.

Description	Rate	Est. Hours	Est. Cost
Contract Management System	\$185	100	\$18,500
Total Cost			\$18,500

Payment Plan

All Services will be performed in accordance with this mutually accepted SOW. OPG-3 will bill Lee's Summit monthly based on phase completion and acceptance.

Changes to project scope or effort required to complete specific work items due to unforeseen complications or issues outside of OPG-3's control will go through the Change Management Process and will be reviewed and may be approved by Lee's Summit.

Appendices

Appendix 1 – Sample Documentation

A documentation sample extracted from a previous project that includes documented process and test scripts for each action a user will take within the system.

Appendix 2 – Project Scope Change Request (PSCR) Template

Template to be used to record requested scope changes and approval.

Appendix 1 – Sample documentation

Document Capture

There are three types of documents that will be captured throughout the process:

1. Purchase Orders (POs)/Purchasing Documents
 - a. Bellwether POs
 - b. Manual POs
 - c. Contracts
 - d. Other Purchasing Documents such as email approval
2. Receivers
3. Invoices

The system has been configured to capture documents in multiple ways to provide users with a great deal of flexibility:

1. Automated Email Import
The system has been configured to automatically import emails from the <CustomerName> AP Inbox (ap1897@<CustomerName>.com).
2. Laserfiche Scanning
Users can scan documents directly into Laserfiche using the Laserfiche Scanning application.
3. Laserfiche Snapshot
Laserfiche Snapshot provides the ability to print documents into the system as imaged documents that can be displayed in the Laserfiche Viewer alongside the forms used for verification and coding.
4. Drag and Drop
Users can add documents to Laserfiche by simply dragging and dropping them into a folder – this approach will be used for ad-hoc capture when one of the other methods doesn't make sense.
Note – security rights have been updated

Purchase Order/Purchasing Document Capture

The system has been configured to require a purchasing document that receivers and invoices can be associated with so the process begins with the capture of purchasing documents.

Bellwether Purchase Orders

Purchase Orders that are created in Bellwether will be emailed to the <CustomerName> AP Inbox (ap1897@<CustomerName>.com). Once the email is received, Laserfiche will take the following actions:

1. Automatically import the email and PDF attachment(s)
2. Extract the PDF attachment
3. Extract text from the document and pull PO Header data for indexing
 - a. Vendor ID will be extracted from "Vendor Name (Vendor ID) on Purchase Order
 - b. Vendor ID will be used to lookup Vendor Name from Sage to use within Laserfiche
 - c. PO Number will be extracted from Purchase Order

- d. PO Date will be extracted from Purchase Order
- e. PO Amount will be extracted from Purchase Order if the PO has a total
4. Route Purchase Order to PO Verification Queue
5. Note – no verification if header data extracted

Test Script:

Action	Expected Result
Submit Bellwether PO by emailing <a href="mailto:ap1897@<CustomerName>.com">ap1897@<CustomerName>.com	<ul style="list-style-type: none"> • Open Purchase Order in Purchase Order Verification queue <ul style="list-style-type: none"> ○ Named: VendorName – PONumber – PODate ○ Indexed with: Purchase Order/Document Number Vendor Name Vendor ID Total Amount Date

Manual Purchase Orders

Manual Purchase Orders will be scanned or imported into Laserfiche and manually classified. To simplify this process, the Laserfiche template has been integrated with Sage so users will:

1. Scan or import Manual Purchase Order into **Incoming Documents** folder
2. Classify document by:
 - a. Confirming **Incoming Documents** template is selected
 - b. Choosing **Vendor Name** from dropdown list for the **Vendor Name** field
 - c. Choosing **Manual Purchase Order** from dropdown list for the **Document Type** field
3. Click OK

Once the Manual Purchase Order has been saved to the **Incoming Documents** folder, Laserfiche will:

1. Automatically extract Purchase Order from document if possible
2. Route to **Purchase Order Verification** queue

Test Script

Action	Expected Result
<ol style="list-style-type: none"> 1. Scan or import Manual Purchase Order to Incoming Documents folder 2. Choose Vendor Name from dropdown list for Vendor Name field 3. Choose Manual Purchase Order from dropdown list for Document Type field 4. Save document to Laserfiche 	<ul style="list-style-type: none"> • Open Purchase Order in Purchase Order Verification queue <ul style="list-style-type: none"> ○ Named: Manual Purchase Order – VendorName – Date ○ Indexed with Purchase Order/Document Number Vendor Name Vendor ID

	Total Amount
--	---------------------

Contract Purchasing Documents

Contracts are used for materials that are purchased regularly according to the terms of the contract. These purchases do not have Purchase Orders, so the contract is referenced and treated as an open purchase order. It's expected that contracts will be captured once per year. To capture contracts, users will:

1. Scan or import Contract into **Incoming Documents** folder
2. Classify document by:
 - a. Choosing **Vendor Name** from dropdown list for the **Vendor Name** field
 - b. Choosing **Contract Purchasing Document** from dropdown list for the **Document Type** field
3. Click Store for scanning or OK for import

Once the Contract has been saved to the **Incoming Documents** folder, Laserfiche will:

1. Route to **Purchase Order Verification** folder
2. Assign a system generated

Test Script

Action	Expected Result
1. Scan or import Contract to Incoming Documents folder 2. Choose Vendor Name from dropdown list for Vendor Name field 3. Choose Contract Purchasing Document from dropdown list for Document Type field 4. Save document to Laserfiche	<ul style="list-style-type: none"> • Open Contract Purchasing Document in Purchase Order Verification queue <ul style="list-style-type: none"> ○ Named: Contract Purchasing Document – VendorName - Date ○ Indexed with: Purchase Order/Document Number Vendor Name Vendor ID

Other Purchasing Documents

There may be purchase that aren't backed by Purchase Orders but still require some form of approval. This could be in the form of a document that is scanned or imported into Laserfiche or an email that is printed into Laserfiche using Laserfiche Snapshot.

To capture and classify Other Purchasing Documents, users will:

1. Scan or import Other Purchasing Document into **Incoming Documents** folder **or** print emails into **Incoming Documents** folder using Laserfiche Snapshot.
2. Classify document by:
 - a. Choosing **Vendor Name** from dropdown list for the **Vendor Name** field
 - b. Choosing **Other Purchasing Document** from dropdown list for the **Document Type** field
3. Click Store for Scanning or OK for Import

Once the Purchasing Document has been saved to the **Incoming Documents** folder, Laserfiche will:

1. Route to **Purchase Order Verification** folder

2. Assign a system generated

Test Script

Action	Expected Result
<ol style="list-style-type: none"> 1. Scan or import Purchasing Document to Incoming Documents folder 2. Choose Vendor Name from dropdown list for Vendor Name field 3. Choose Other Purchasing Document from dropdown list for Document Type field 4. Save document to Laserfiche 	<ul style="list-style-type: none"> • Open Purchase Order in Purchase Order Verification queue <ul style="list-style-type: none"> ○ Named: Other Purchasing Document – VendorName – Date ○ Indexed with: Purchase Order/Document Number Vendor Name Vendor ID

Receiver Capture

Receivers will be captured and associated with vendor and an open Purchas Order/Purchasing Document. The process for capturing receivers is like the capture process outlined for Manual Purchase Orders, Contract Purchasing Documents and Other Purchasing Documents detailed above.

To capture receivers, users will:

1. Scan or import receiver documents into **Incoming Documents Folder**
2. Classify document by:
 - a. Choosing **Vendor Name** from the dropdown for the **Vendor Name** field
 - b. Choosing **Receiver** from the **Document Type** field
3. Click Store for Scanning or OK for Import

Once the Receiver has been saved to the **Incoming Documents Folder**, Laserfiche will:

1. Route to **Receiver Verification** queue

Test Script

Action	Expected Result
<ol style="list-style-type: none"> 1. Scan or import Receiver to Incoming Documents folder 2. Choose Vendor Name from dropdown list for Vendor Name field 3. Choose Receiver from dropdown list for Document Type field 4. Save document to Laserfiche 	<ul style="list-style-type: none"> • Receiver in Receiver Verification queue <ul style="list-style-type: none"> ○ Named: Receiver – Vendor Name – Date ○ Indexed with: Vendor Name Vendor ID

Invoice Capture

Invoices will be captured in two ways:

1. Automatically importing emails from the <CustomerName> AP mailbox (ap1897@<CustomerName>.com)
2. Scanning or importing Invoices into Laserfiche

Email Import

All emails sent to the <CustomerName> AP mailbox (ap1897@<CustomerName>.com) that aren't classified as Bellwether POs will be treated as invoices. Once the email is received, Laserfiche will take the following actions:

1. Automatically import the email and PDF attachment(s)
2. Extract the PDF attachment
3. Use the Sender email address to lookup Vendor name
4. Route Invoice to **Invoice Verification** queue

Test Script:

Action	Expected Result
Invoice submitted to <CustomerName> AP mailbox (<a href="mailto:ap1897@<CustomerName>.com">ap1897@<CustomerName>.com) by vendor as attachment to email	<ul style="list-style-type: none">• Invoice in Invoice Verification queue<ul style="list-style-type: none">○ Named: Invoice – VendorName – Date○ Indexed with: Vendor Name Vendor ID

Manual Invoice Capture

Vendor Invoices that aren't sent as email attachments will be scanned or imported to Laserfiche. The process for capturing invoices is like the capture process outlined for Manual Purchase Orders, Contract Purchasing Documents, Other Purchasing Documents and Receivers detailed above.

To manually capture Invoices, users will:

1. Scan or import Invoice documents into **Incoming Documents Folder**
2. Classify document by:
 - a. Choosing **Vendor Name** from the dropdown for the **Vendor Name** field
 - b. Choosing **Invoice** from the **Document Type** field
3. Click Store for Scanning or OK for Import

Once the Invoice has been saved to the **Incoming Documents Folder**, Laserfiche will:

2. Route to **Invoice Verification** queue

Test Script

Action	Expected Result
<ol style="list-style-type: none">1. Scan or import Invoice to Incoming Documents folder2. Choose Vendor Name from dropdown list for Vendor Name field3. Choose Invoice from dropdown list for Document Type field4. Save document to Laserfiche	<ul style="list-style-type: none">• Invoice in Invoice Verification queue<ul style="list-style-type: none">○ Named: Invoice – VendorName – Date○ Indexed with: Vendor Name Vendor ID

Appendix 2 – Project Scope Change Request (PSCR) Template

Project Scope Change Request (PSCR)

This PSCR modifies the scope of the **<Project Name>** project for the <Customer Name> (<Customer Abbreviation>). A change in scope is required to accommodate <description of needed functionality>

Initial Assumption or Requirement	<Description of assumption or requirement that needs to be modified, removed or updated>
Scope Change	<Description of needed change in functionality including impacts on other aspects of project>
Requested By	<Name and role of requester>
Requested on	<Date request was made>
Impact on Budget	<Cost in hours>
Impact on Timeline	<Time in weeks – tied to Sprints>
OPG-3 Approval	<Signature on PDF or reference email approval depending on project governance rules>
<Customer Abbreviation> Approval	<Signature on PDF or reference email approval depending on project governance rules>

Software and Support Costs

Initial Acquisition Costs (Year 1)

Product Description	Qty	Laserfiche Rio (Perpetual)	
		Unit Price	Extended Cost
Laserfiche Full User (including): <ul style="list-style-type: none"> Records Management Edition Laserfiche Workflow Laserfiche Forms Professional Laserfiche Connector 	50	\$1,250	\$62,500
Laserfiche Participant User	250	\$299	\$74,750
Laserfiche Quick Fields Core <ul style="list-style-type: none"> Minimum configuration required for backfile discussed 2 installations for HR and Development Services at a minimum 	2	\$6,000	\$12,000
Laserfiche Import Agent	1	\$1,800	\$1,800
Laserfiche SDK	1	\$3,250	\$3,250
Laserfiche Forms Portal	1	\$9,594	\$9,594
		Total	\$163,894

Note: The above unit costs are inclusive of software acquisition cost and the first year of Laserfiche support and maintenance.

Annual Support and Maintenance Costs (Years 2+)

Product Description	Qty	Laserfiche Rio (Perpetual)	
		Unit Price	Extended Cost
Laserfiche Full User LSAP	50	\$208	\$10,400
Laserfiche Participant User LSAP	250	\$50	\$12,500
Laserfiche Quick Fields Core LSAP	2	\$1,000	\$2,000
Laserfiche Import Agent LSAP	1	\$300	\$300
Laserfiche SDK LSAP	1	\$750	\$750
Laserfiche Forms Portal LSAP	1	\$1,599	\$1,599
		Total	\$27,549

Note: The annual LSAP subscription is inclusive of technical support and software updates.

Additional license costs with volume discounts

Product Description	Qty	Laserfiche Rio (Perpetual)	
		Software Cost	Annual Support
Laserfiche Full User	50-99	\$1,041.25	\$208.25
	100-199	\$875.00	\$175.00
	200-499	\$750.00	\$150.00
	500-999	\$625.00	\$125.00
Laserfiche Participant User	50-199	\$290	\$58
	200-499	\$249	\$50
	500-999	\$220	\$44

Description of license types

Full Users

Full Users provide full, authenticated and repository read/write access to Laserfiche; the ability to build, manage, and participate in (submit and approve) Forms and Workflow processes; and the ability to perform records management actions. They also provide the ability to perform system administration actions such as:

- Updating and managing metadata including fields, templates and records management properties
- Managing users and groups and managing security rights

Participant Users

Laserfiche Participant Users provide limited, authenticated and repository read-only access to Laserfiche. Participant Users provide the ability to participate in (submit and approve) and manage Forms business processes (Forms business processes include integration with the workflow engine) and be a part of teams.

Optional Software

Product Description	Qty	Laserfiche Rio (Perpetual)	
		Software Cost	Annual Support
Laserfiche Public Portal	25 Concurrent	\$25,000	\$5,000
	1 Server (unlimited concurrent)	\$45,000	\$9,000
	2 Servers (unlimited concurrent)	\$50,000	\$10,000
	Unlimited Servers	\$75,000	\$15,000

Note: Volume discounts are cumulative so the discounted LSAP subscription price is applied to all licenses (at renewal) when a new licensing tier is reached

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

~~~~~ FINAL SUBMITTAL ~~~~~

REQUEST FOR PROPOSAL NO. 2019-029

The City of Lee's Summit will accept electronically submitted proposals through Public Purchase from qualified persons or firms interested in providing the following:

ENTERPRISE CONTENT MANAGEMENT SOLUTION**IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF
FRIDAY, AUGUST 2, 2019 AT 3:00 P.M. LOCAL TIME**

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.

OPG-3, INc.
Company Name
8030 Old Cedar Ave S.
Address
Bloomington, MN 55425
City/State/Zip
651.233.5075 651.688.2041
Telephone # Fax #
jcheatham@opg-3.com
E-mail

Jereb Cheatham
Authorized Person (Print)
Jereb Cheatham
Signature
Vice President, Business Development
Title
08/02/2019 47-5292344
Date Tax ID #
Corporation
Entity Type
F01154551
Missouri Charter Number or Exemption Number



Business Proposal

For: The City of Lee's Summit

RFP #2019-029

August 2, 2019



Document Management | Business Process Management | Enterprise Content

Table of Contents

The following table has been reproduced from the RFP document and includes the items listed as required for inclusion with the submission of our 1st proposal.

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B.	TABLE OF CONTENTS:	Page 3
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D.	ADDENDA (if applicable)	Attachment
E.	PROVIDER PROFILE:	Page 4
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Provider Profile:

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

OPG-3, Inc.
2020 Silver Bell Road #20
Eagan, MN 55124

1a. Provider /Firm is: ___ National X Regional ___ Local

1b. Year Provider/Firm Established:

1987

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

17 years

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

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

Jay Bogenrief, Solutions Manager
651.233.5072
jbogenrief@opg-3.com

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

The address listed above is corporate headquarters and the project will be managed from there. However, an experienced member of the OPG-3 Service Delivery Team is based in West Des Moines, Iowa and may be allocated to the project.

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:

Role	Description/Relationship	Allocation
Solution Manager	Maintains business relationship with customer.	1
Product Owner	Accountable to project stakeholders for quality of work provided and alignment with project goals/priorities	1
Project Owner	Responsible for clearing technical prerequisites, defining overall vision of solution and allocation of project tasks to project team	1
ScrumMaster	Responsible for project setup, scheduling and communication	1
Technical Engineer	Responsible for completion of project tasks assigned by Project Owner. Technical Engineers assigned to project can vary based on phase and number of Technical Engineers assigned depends on project scope, complexity and schedule	Variable

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:

Does not apply – Will not use Joint Venture or subcontractor(s)

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

Does not apply – Will not use Joint Venture or subcontractors

Experiences/References:

Reference 1: City of Apple Valley

Project Name & Location

Building Inspections Capture Filing – Apple Valley, MN

Completion Date (Actual or Estimated):

July of 2018 (Actual)

Project Owners Name & Address:

City of Apple Valley
7100 West 147th Street
Apple Valley, MN 55124

Project Owner's Contact Person, Title & Telephone Number

Nathan Bang, IT Director
952-953-2514

Estimated cost (in Thousands) for Entire Project:

\$6,000

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:

\$6,000

Scope of Entire Project:

- Design and implement taxonomy for permanent records.
- Utilize workflow processes to automate file plan creation and management.
- Integrate with permitting application to streamline document classification.

Nature of Service Provider's/Firm's responsibility in project:

Primary solution provider responsible for project planning and management, solution design and implementation and ongoing support and maintenance.

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

- Clay Baer, Product Owner
- Brandon Hughes, Project Owner
- Brian Dahle, Technical Engineer
- Jennifer Boudreau, ScrumMaster

Reference 2: City of Apple Valley

Project Name & Location

Employee Files Capture and Retention – Apple Valley, MN

Completion Date (Actual or Estimated):

May of 2019 (Actual)

Project Owners Name & Address:

City of Apple Valley
7100 West 147th Street
Apple Valley, MN 55124

Project Owner's Contact Person, Title & Telephone Number

Nathan Bang – IT Director
952-953-2514

Estimated cost (in Thousands) for Entire Project:

\$7,400

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:

\$7,400

Scope of Entire Project:

- Design taxonomy for management of employee files including folder structure (accounting for detailed security requirements), naming conventions, metadata schema and retention schedules.
- Develop capture processes for day-forward and backfile capture to automatically build and manage file plan
- Develop business processes to employee name change, employment termination and employee rehire processes

Nature of Service Provider's/Firm's responsibility in project:

Primary solution provider responsible for project planning and management, solution design and implementation and ongoing support and maintenance.

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

- Clay Baer, Product Owner
- Brandon Hughes, Project Owner
- Douglass Ahlman, Technical Engineer
- Jennifer Boudreau, ScrumMaster

Reference 3: City of Burnsville

Project Name & Location

Job Hazard Analysis Process – Burnsville, MN

Completion Date (Actual or Estimated):

August 2019 (Estimated)

Project Owners Name & Address:

City of Burnsville

100 Civic Center Drive

Burnsville, MN 55337

Project Owner's Contact Person, Title & Telephone Number

Shelli Welter, IT Analyst

952-895-4488

Estimated cost (in Thousands) for Entire Project:

\$7,585

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:

\$7,585

Scope of Entire Project:

- Digitization of the review and signing of Job Hazard Analysis packets for all employees who must complete the process in accordance with OSHA regulations.
- Employees are presented with an electronic form that's dynamically generated based on the JHAs associated with their department and requires them to sign each JHA individually.
- Once an employee has completed the form, their supervisors are assigned a task to review and sign as well.
- The system differentiates between Full-Time and Seasonal employees and assigns JHA tasks appropriately.
- When new equipment or duties are introduced that require a new or updated JHA, the system will require affected employees to review and sign an updated JHA form automatically.
- Signed JHA forms are stored as documents in the Laserfiche repository and managed according to the appropriate retention schedule.

Nature of Service Provider's/Firm's responsibility in project:

Primary solution provider responsible for project planning and management, solution design and implementation and ongoing support and maintenance.

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

- Jereb Cheatham, Product Owner
- Brandon Hughes, Project Owner
- Brandon Hughes, Technical Engineer
- Jennifer Boudreau, ScrumMaster

Reference 4: City of Burnsville

Project Name & Location

Election Judge Process – Burnsville, MN

Completion Date (Actual or Estimated):

September 2018 (Actual)

Project Owners Name & Address:

City of Burnsville

100 Civic Center Drive

Burnsville, MN 55337

Project Owner's Contact Person, Title & Telephone Number

Megan McNeal-Hamilton, Deputy City Clerk

952-895-4468

Estimated cost (in Thousands) for Entire Project:

\$40,145

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:

\$40,145

Scope of Entire Project:

- Design and implementation of web-based system to manage the hiring, training and allocation of election judges and the setup of elections and precincts
- Online form for public submission of Election Judge Application with dynamically generated questions and customized scoring
- Ability to bulk import potential applicants using Excel spreadsheets provided by caucuses
- Ability to import, save and carry-over historical notes related to judges
- Correspondence system to communicate with applicants and judges based on a variety of variables with the ability to save and reuse templated messages
- Online training registration and attendance tracking
- Management of job requirements and allocation by precinct

NOTE – Burnsville was the driving force behind a collaborative effort between 5 cities to design and build the system while sharing the development cost. The solution was profiled in State Scoop magazine and won a *Run Smarter* award from Laserfiche.

Nature of Service Provider's/Firm's responsibility in project:

Primary solution provider responsible for project planning and management, solution design and implementation and ongoing support and maintenance.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Brandon Hughes – Developer

- Jereb Cheatham, Product Owner
- Brandon Hughes, Project Owner
- Brandon Hughes, Technical Engineer
- Jennifer Boudreau, ScrumMaster

Reference 5: Nicollet County

Project Name & Location

Deputy Sheriff Field Training Officer Process – St. Peter, MN

Completion Date (Actual or Estimated):

June 2019 (Actual)

Project Owners Name & Address:

Nicollet County
501 South Minnesota Ave
St. Peter, MN 56082

Project Owner's Contact Person, Title & Telephone Number

Dayle Moore, Director of Technology
507-934-7084

Estimated cost (in Thousands) for Entire Project:

\$21,830

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:

\$21,830

Scope of Entire Project:

- Web based system to manage the FTO process requiring input from recruit and Field Training Officer
- Collection of information on multiple forms over time including
 - Learning Preference Test
 - Pre-ride Checklist
 - Patrol Activity Log
 - Daily Observation Log
 - Step Status Report
 - Letter of Completion
- Online dashboard to provide quick access to required forms and manage the overall process
- Compilation of Field Training Manual to be provided to recruit and saved in repository as evidence of completion

Nature of Service Provider's/Firm's responsibility in project:

Primary solution provider responsible for project planning and management, solution design and implementation and ongoing support and maintenance.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Brandon Hughes – Developer

- Clay Baer, Product Owner
- Brandon Hughes, Project Owner
- Brandon Hughes, Technical Engineer
- Jennifer Boudreau, ScrumMaster

Reference 6: City of Dubuque

Project Name & Location

AP Automation – Dubuque, IA

Completion Date (Actual or Estimated):

August 2019 (Estimated)

Project Owners Name & Address:

City of Dubuque
1300 Main Street
Dubuque, IA 52001

Project Owner's Contact Person, Title & Telephone Number

Tony Steffen, Manager of IT
563-589-4282

Estimated cost (in Thousands) for Entire Project:

\$28,120

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:

\$28,120

Scope of Entire Project:

- Automatically ingest POs generated from ERP and manage approval process based on business rules including requesting department, requisition type and cost
- Receive invoices and manage verification and coding process using line items from PO to provide visual matching
- Support for single purchases, open POs and Sole Source purchases
- Automatically post invoices to ERP for payment after verification and coding are complete
- Query ERP for payment details as metadata to Invoice and route documents to final location and apply retention schedules

Nature of Service Provider's/Firm's responsibility in project:

Primary solution provider responsible for project planning and management, solution design and implementation and ongoing support and maintenance.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Chris Ayre – Developer

- Jereb Cheatham, Product Owner
- Chris Ayre, Project Owner
- Chris Ayre, Technical Engineer
- Jennifer Boudreau, ScrumMaster

Reference 7: State of Iowa Fifth Judicial District – Department of Corrections

Project Name & Location

HR Onboarding – Des Moines, IA

Completion Date (Actual or Estimated):

September 2019 (Estimated)

Project Owners Name & Address:

State of Iowa Fifth Judicial District – Department of Corrections

1000 Washington Ave

Des Moines, IA 50314

Project Owner's Contact Person, Title & Telephone Number

Carrie Schouten, HR Director

515-250-6631

Estimated cost (in Thousands) for Entire Project:

\$56,980

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:

\$56,980

Scope of Entire Project:

- Laserfiche Form to initiate the process for external and internal applicants.
- Integration with Deltek to import job applicants and supporting documentation for external employees.
- Management of the interview process including the assembly of interview questions, scoring of the interview and collecting feedback from post-interview discussions.
- Assignment and management of tasks for payroll setup and provisioning.
- Management of the performance review and disciplinary action process.
- Management of the employee offboarding process.

Nature of Service Provider's/Firm's responsibility in project:

Primary solution provider responsible for project planning and management, solution design and implementation and ongoing support and maintenance.

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

- Jereb Cheatham, Product Owner
- Brandon Hughes, Project Owner
- Dylan Mathiesen, Technical Engineer
- Jennifer Boudreau, ScrumMaster

Reference 8: City of Brooklyn Park

Project Name & Location

Citywide Infrastructure – Brooklyn Park, MN

Completion Date (Actual or Estimated):

May 2019 (Actual)

Project Owners Name & Address:

City of Brooklyn Park
5200 85th Ave North
Brooklyn Park, MN 55443

Project Owner's Contact Person, Title & Telephone Number

Keith Ehrlichman, Director of IT
763-493-8108

Estimated cost (in Thousands) for Entire Project:

\$25,000

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:

\$25,000

Scope of Entire Project:

- Design and implement taxonomies for several departments including:
 - Assessing
 - Building
 - Code Enforcement
 - Finance
 - Fire
 - Human Resources
 - Licensing
 - Planning
 - Police
 - Public Health
- Development of capture process that utilize integration to streamline document classification, automatically build and manage file plan and assign retention schedule
- Implement CJIS compliant process for capturing crime scene photos taken by officers on city-provided mobile devices in the field

Nature of Service Provider's/Firm's responsibility in project:

Primary solution provider responsible for project planning and management, solution design and implementation and ongoing support and maintenance.

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

- Jereb Cheatham, Product Owner
- Chris Ayre, Project Owner
- Chris Ayre, Technical Engineer
- Bert Warren, Technical Engineer
- Jennifer Boudreau, ScrumMaster

Form NO. 4 – Key Personnel

Summary of roles

Because OPG-3 utilizes a customized implementation of the Agile project management methodology, we utilize non-traditional roles in the project process. A description of those roles is included below:

Role	Description
<i>ScrumMaster</i>	The ScrumMaster is responsible for scheduling, resource allocation and communication throughout the project. The ScrumMaster maintains the project collaboration site (Microsoft Teams) and all project artifacts (meeting notes, requirements, sample documents and project schedule) and provides weekly status reports after each Sprint demo. The ScrumMaster works closely with the OPG-3 Project Owner and customer Project Manager to manage budget and timeline, identify and clear impediments and ensure the project is completed according to schedule.
<i>Project Owner</i>	The Project Owner is a blended role of Solution Architect and Technical Project Manager held by a senior member of the OPG-3 service delivery team. The Project Owner is responsible for overall solution design, the identification and completion of technical prerequisites and assigning work to Technical Engineers working on the project. Project Owners are accountable for the quality and timeliness of the work being done.
<i>Technical Engineer</i>	Technical Engineers are assigned to projects as needed to ensure projects are completed on-time and on-budget. In most cases, Technical Engineers are assigned for the duration of projects but can be added or removed as workload and schedule demands. Technical Engineers aren't assigned to projects until the Project Owner has confirmed all technical prerequisites have been completed to ensure resources aren't allocated before they can be utilized.
<i>Support Engineer</i>	Support Engineers are proactively introduced to the projects at the beginning of Phase 3 – User Acceptance Testing. Support Engineers complete the first round of testing according to the test scripts developed by the Technical Engineer(s) who developed the solution. Support Engineers are responsible for managing User Acceptance Testing and remediating any issues that come up and provide the training (user and admin) and documentation (user and system) necessary to complete the project. This approach makes transition to the OPG-3 support team for ongoing support of the system as seamless as possible.
<i>Product Owner</i>	The Product Owner is ultimately accountable to the customer stakeholder(s) for the quality and timeliness of the project including communication, user experience and overall functionality.
<i>Solution Manager</i>	The Solution Manager owns the business relationship with the customer and handles issues related to billing milestones, project scope and non-technical impediments.

Planned Personnel

Based on the roles described above and the interviews that have been conducted, the following personnel are planned for the Lee's Summit project.

Role	Name	Experience
ScrumMaster	Jennifer Boudreau	<p>Jennifer has 3 years of experience as a Project Manager/ScrumMaster at OPG-3 and is a member of the Project Management Institute. As ScrumMaster, she has handled the scheduling, communication and resource allocation for all of OPG-3's services engagements over the last 18 months.</p> <p>Prior to taking on the PM role, Jennifer spent 1 year as a Technical Engineer and prior to joining OPG-3 she spent 2 years developing Laserfiche workflows for the City of Shakopee, MN Police Department.</p>
Project Owner (Sire Migration)	Brandon Hughes	<p>Brandon has more than 11 years of experience implementing Laserfiche solutions at OPG-3. Brandon has significant experience with data conversion and migration, integration and custom development. Relevant project experience includes:</p> <ul style="list-style-type: none"> • Sire migration for City of Eden Prairie, MN (ongoing) • Online Permitting with Permit Works solution for the cities of Cambridge and Rosemount, MN • Post-Hire Onboarding solution for cities of Apple Valley, Farmington and Shakopee, MN • Election Judge solution for cities of Apple Valley, Burnsville, Farmington, Northfield and Shakopee, MN <p>Brandon has an Associate of Science degree in Programming and Applications</p>
Project Owner (Citywide Fileplan)	Christopher Ayre	<p>Chris has 12 years of experience implementing Laserfiche solutions at OPG-3. Chris has significant experience with citywide implementations, records management and integration. Prior to joining OPG-3, Chris spent 3 years using and administering Laserfiche. Relevant project experience includes:</p> <ul style="list-style-type: none"> • Citywide deployment for the City of Brooklyn Park, MN • AP Automation for the City of Dubuque, IA and Iowa Fifth Judicial District • Benefits application and tracking for the Minnesota Department of Veteran's Affairs <p>Chris has a Bachelor of Arts in Mathematics with a minor in Computer Science.</p>

Technical Engineer(s)	TBD	Technical Engineer(s) will be assigned to the projects once Phase 0 – Project Setup, Kickoff and Prerequisites has been completed.
Support Engineer(s)	TBD	Support Engineer(s) will be assigned to the projects once Phase 2 – System Development has been completed.
Product Owner	Jereb Cheatham	<p>Jereb has spent the last 18 months as the Product Owner for the OPG-3 services delivery team as part of a transition from Waterfall to Agile project management. Prior to joining OPG-3, Jereb spent 18 years in various management and executive roles at Laserfiche where he built and managed the Presales and Training teams, the curriculum for the Laserfiche Empower conference and the Laserfiche Consulting team. Relevant project experience includes:</p> <ul style="list-style-type: none"> • Enterprise deployments and shared services for the Texas A&M University System, the University of California at Davis and the State of Alabama • AP Automation across 12 sectors for Compass Group USA • Records Management implementations for the Los Angeles County Community Development Center, the California Insurance Guarantee Association, Arrowhead Economic Opportunity Agency and Agribank FCB <p>Jereb has a Bachelor of Arts in Mathematics with a minor in Economics</p>
Solution Manager	Jay Bogenrief	<p>Jay has been managing the long-term partnership between OPG-3 and customers for more than 10 years. He has worked with organizations across many industries to develop their digital transformation roadmap and has brokered partnerships between organizations addressing similar business problems to lower their development and implementation costs. Relevant experience includes:</p> <ul style="list-style-type: none"> • Nationwide deployment of Laserfiche for members of the Securian Financial broker dealer network • Cooperative development of Election Judge solution for cities of Apple Valley, Burnsville, Farmington, Northfield and Shakopee, MN • Onsite inspections process for the State of Minnesota Board of Cosmetology • Employee Benefit Enrollment solution for the City of Northfield, MN and Northfield Schools <p>Jay has a Bachelor of Science in Engineering</p>

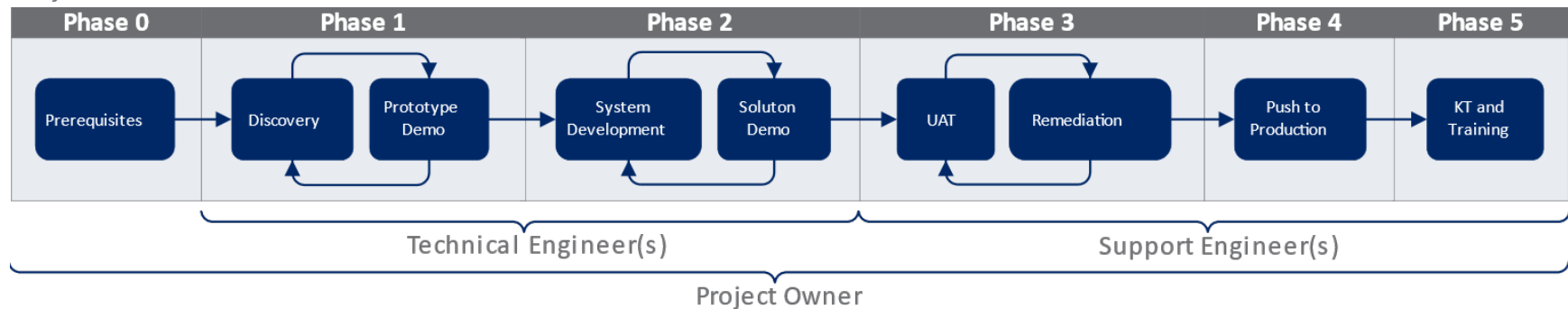
5B: Project Narrative

Overview

Based on the onsite interviews we performed, our recommendation is to start with a project to design and implement citywide file plans and capture workflow processes. We recommend doing this departmentally and running the Sire conversion project concurrently with a staggered start. This approach will allow us to work with individual departments at a pace that's comfortable for them while completing the overall projects in the shortest amount of time possible.

Once the foundational work has been completed, Lee's Summit will have a unified repository that can be used to manage all city records according to the state mandated record keeping rules while making them easily accessible through Laserfiche and other applications. With capture workflows in place, the city will have a path to migrate content from other sources (particularly shared drives) that will continue to build out the file plans automatically. The city will also be able to begin automating processes and begin to move away from manual routing and communication, dependency on physical documents, redundant data entry and lack of transparency throughout.

Project Process



As mentioned earlier, OPG-3 employs a customized implementation of the Agile project management methodology with a focus on regular demos to solicit feedback and fine tune the user experience. The iterative nature of the Agile methodology is constrained within distinct project phases with defined deliverables to help keep the project on budget and schedule.

Phase 0 – Setup, Kickoff and Prerequisites

OPG-3 has found that the most common impediments to completing projects on schedule are technical or environmental issues that could have been remediated before work begins. In order to “clear the runway” and ensure work can continue at the pace we agree on; a Phase 0 is used to identify known potential impediments as prerequisites and clear them ahead of time. The core activities of this phase are:

Activity	Description
Project Setup	<ul style="list-style-type: none">• Project is moved from backlog to Phase 0 in Salesforce• Project team is created in Microsoft Teams<ul style="list-style-type: none">○ Relevant files are moved into team○ Shared OneNote setup to record meeting notes○ Wiki set up to record project schedule and high-level activities
Kickoff	<ul style="list-style-type: none">• Kickoff presentation created• Kickoff meeting scheduled with project team and stakeholders• Kickoff meeting held<ul style="list-style-type: none">○ Review of project scope, artifacts and cadence○ Identify members of project team and establish relationships○ Identify known prerequisites, assign to team members and target completion dates• Update kickoff presentation with decisions made during meeting
Prerequisites	<ul style="list-style-type: none">• Project owner works with team members to complete prerequisite tasks• Once tasks are completed and verified, project owner marks Phase 0 as complete and assigns Technical Engineers to begin work on Phase 1

Phase 1 – Requirements, Design and Prototype

The primary focus of Phase 1 is to finalize solution design and requirements through the rapid development of prototypes that are demoed to key users and stakeholders. We have found that the context a demo provides allows users to make better decisions about how using the solution will affect their daily activities. This phase is iterative and user attendance at and feedback to demonstrations is critical.

Activity	Description
Discovery Discussions	<ul style="list-style-type: none">• Initial conversations to discuss overall requirements and steps of process involved• Summary requirements are published, reviewed and approved to serve as base for initial prototype
Prototype Demos	<ul style="list-style-type: none">• Develop prototype solution using experience with similar implementations, best practices and initial requirements• Demo prototype during weekly Sprint Demo session, collect feedback, make design decisions and set goals for next demo.
Requirements	<ul style="list-style-type: none">• Primary deliverable for Phase 1 is finalized requirements. Requirements are finalized once the design and functionality of the prototype are approved.• Once requirements are finalized, the project schedule with dates tied to high level activities are published to the project Wiki in Teams

Phase 2 – System Development

Activity	Description
System Development	<ul style="list-style-type: none"> Once Phase 1 has been completed, the system will be developed according to the finalized requirements. This activity can usually be completed quickly because the prototype solution will contain the major components of the system
Weekly Sprint Demos	<ul style="list-style-type: none"> During the development phase, the weekly Sprint Demos will continue The primary purpose of the demo is to show progress, continue to solicit feedback and address any impediments and necessary workarounds that could affect design, schedule or budget
Test Scripts	<ul style="list-style-type: none"> The primary deliverables of this phase are: <ul style="list-style-type: none"> Solution ready for User Acceptance Testing Test scripts to guide users in their testing Once Phase 2 has been completed, the Project Owner will assign the Support Engineer who will complete the remaining phases of the project.

Phase 3 – User Acceptance Testing

Activity	Description
User Acceptance Testing	<ul style="list-style-type: none"> User Acceptance Testing begins with a demo of the system (using the test scripts) for the users who will perform testing. If necessary (based on complexity, schedule, etc.) additional check-in meetings will be scheduled in addition to weekly Sprint Demos.
Remediation	<ul style="list-style-type: none"> During the weekly Sprint Demos (and additional check-in meetings) users will surface any issues they have found during testing and discuss remediation options. The OPG-3 Support Engineer will confirm the issues and make fixes/updates based on decisions made.

Phase 4 – Push to Production

Activity	Description
Push to Production Plan	<ul style="list-style-type: none"> Once Phase 3 has been completed, the Project Owner will work with customer Subject Matter Experts (SMEs) to develop push to production plan. The details of the plan vary depending on which environment the solution was developed in but include: <ul style="list-style-type: none"> Removal of all test data Export and publish all components (file plan, workflows, forms) from Test to Production environment Switch connection profiles from test to production data sources Configure user tasks and notifications for production use
Push to Production	<ul style="list-style-type: none"> Depending on access provided, OPG-3 will execute the Push to Production plan or assist SMEs.
Functional Testing	<ul style="list-style-type: none"> Once the solution has been pushed to production, functional testing of the components and processes will be conducted.

Phase 5 – Training, Knowledge Transfer and Transition to Support

Activity	Description
User Training	<ul style="list-style-type: none"> Once the system is ready for use in the production environment, the Support Engineer will conduct a training session with the users (usually a superset of the users involved in UAT) to make sure they understand the core functionality of the system and their role in the overall process. User documentation will be provided to serve as a reference guide for users going forward. A recording of a system demo will be uploaded to Laserfiche for reference.
Admin Training	<ul style="list-style-type: none"> A training session will be conducted with the technical resources responsible for the first line of technical support to walk them through the components of the solution and explain how they all work together. Admin documentation will be provided to serve as a reference guide for system administrators going forward
Transition to Support	<ul style="list-style-type: none"> The primary reason a Support Engineer manages the second half of the project is to make the transition to the OPG-3 support team as seamless as possible. A support plan will be documented and agreed to including: <ul style="list-style-type: none"> Level of support customer IT is responsible for Contact channels for OPG-3 Support Established protocols for support activities (such as ongoing remote access, use of LogMeIn123 for access to workstations, etc.)

Citywide File Plans and Capture Workflows

File Plans

The foundation of a Laserfiche solution is a well-structured file plan that streamlines document capture, standardizes filing and naming and automatically applies record keeping rules. The core components of a file plan are:

- **Folder Structure** – Laserfiche utilizes a nested folder structure for organization of content. The folder structure can be automatically built out and maintained so the complexity of the folder structure doesn't add overhead to the document capture and filing process. In addition to organization, the folder structure can be used to control access to documents, so security requirements are an important consideration with folder structure design.
- **Metadata Schema** – Laserfiche provides the ability to create an unlimited number of metadata fields that can be grouped together as "Templates." The fields can be configured to utilize specific data types (number, date, drop-down list, etc.) and can be secured. In most cases, OPG-3 links the metadata fields with other data sources to minimize the amount of manual data entry and aid in integration. Linking documents to the other applications they're related to will help identify ways to automate indexing and simplify the user experience.
- **Naming Convention** – Laserfiche can automatically name documents using a combination of static values and dynamic information in the form of "tokens." The token information is primarily derived from document metadata and used to build a standardized naming convention as documents are captured and filed.
- **Record Keeping Rules** – Laserfiche provides the ability to automatically assign records management properties (cutoff rules, retention schedule, disposition) to documents as they're captured and filed. Making the assignment of record keeping rules a component of the document capture process eliminates the additional overhead normally associated with records classification.

Capture Workflows

Capture Workflows are simple workflow processes that OPG-3 develops to streamline document capture and automate the build out and management of the file plan. In most cases, capture workflows involve:

- **Dynamic Fields** – the ability to select a couple of metadata values that drive lookups to other data sources to complete the document indexing process. This step can be automated if data extraction tools (barcode recognition, text extraction, parsing of file names) are used during the scanning or import process.
- **Auto-Filing** – the Laserfiche Workflow engine will automatically file and name documents using metadata to build out and manage the folder structure
- **Auto-Classification** – based on the document type (Template) and/or metadata applied, the Laserfiche Workflow engine will assign the records management objects, key dates and events that drive the overall records management process.

Proposed Approach

Our experience has been that it's most effective and efficient to work with departments individually. However, we can run this process with multiple departments concurrently so we can complete the overall project in a relatively short amount of time. An important first step for Lee's Summit will be prioritizing the order in which we work with each department. Our current list of departments includes:

- | | |
|--|-----------|
| 1. City Clerk | 6. ITS |
| 2. Development Services | 7. Law |
| 3. Finance (includes AP and Procurement) | 8. Parks |
| 4. Fire | 9. Police |
| 5. Human Resources | |

With each department, the process will begin with a discovery discussion focused on:

- Review of "Document Type Spreadsheet" provided by OPG-3 and used to define requirements for file plan
- Review of documents to be captured and managed in Laserfiche
- Identification/discussion of data sources that can be used to automate indexing
- Review of the way documents are used/accessed
- Review of security requirements involving documents and metadata
- Review of record keeping rules for documents

Once the first department completes the first phase of a project, we can onboard the next department with the goal of having up to 5 departments going through the process simultaneously. The pace at which work is completed will be dictated by Lee's Summit and the individual departments involved. Typically, the cadence of weekly demos and up to 10 hours/week allocation per department is as fast as most organizations like to run for this type of implementation.

Sire Migration

Our recommendation is to run the Sire migration concurrently with the Citywide File Plans and Capture Workflows project. Based on the architecture of Sire and the way it has been utilized at Lee's Summit lends itself to performing the conversion by department. This provides the ability to time the departmental conversions to coincide with the push to production of the file plan and capture workflow for each department. Aligning the two projects this way will allow users to begin using Laserfiche with access to all their historical documents. Based on the nature of conversions, this project won't require all the steps of the project process outlined above. The conversion project for each department will begin after they have completed Phase 1 of the Citywide File Plan and Capture Workflow Project and the core activities will include:

- Review of documents and metadata in Sire to determine what's available
 - Investigate the use of other data sources to retrieve additional metadata
 - Determine what level of data cleanup is required
 - Determine if any system data should be retained (i.e. created date to be used for filing date in records management)
- Develop strategy to integrate migrated documents into new file plan
- Develop strategy for handling exceptions
- Migrate a sub-set of the cabinets and provide users with an opportunity to test
- Migrate cabinets into production environment and run necessary queries to validate document and page counts

Process Automation

During our onsite interviews we identified several processes that should/could be automated with Laserfiche. We recommend prioritizing processes that affect multiple departments where automation will provide significant value to generate ongoing momentum and show the value of enterprise deployment. After working with Lee's Summit through a couple of process automation projects, the City will be able to determine what level of ownership they would prefer to take as we work together to develop and execute a long-term roadmap.

Core Processes

The following processes were identified as having high priority and high value as they impact multiple departments. OPG-3 has developed frameworks for the solutions described below that will be used to help guide the discovery/design process and lower the total cost of ownership. Finalized costing and SOWs will be developed after additional discovery is performed.

Process	Description
AP Automation	<p>High level functionality of the framework includes:</p> <ul style="list-style-type: none">• Purchase requisitions – can use template for PO submission and approval or ingest PO from Lawson after approval. System tracks open POs available to receive and/or invoice against to aid in association and matching• Receiving – provide ability to capture receivers and associate with open POs through scanning or a web form. If receivers aren't being captured, system can look up to Lawson to confirm goods have been received. System can prevent invoices from being paid if goods aren't received or require additional approval.• Invoice verification, coding and approval – invoices can be captured through multiple channels (automated email import, scanning, attached to forms, etc.). Invoices are associated with open POs and line item data is displayed for visual matching. Business rules can be applied to control what can be posted or what needs correction or additional approval.• Invoice posting – output of formatted .csv file for import and posting in Lawson.• Payment verification – scheduled lookup to Lawson to confirm payment is made. Can apply payment data (Check #, Check Date) to invoice or import checks through the same process used for PO import.• Document linking – automatically link purchasing documents (POs, Receivers, Invoices, Checks) by relationship so users can drill into the transaction from any starting point.

Post-hire Onboarding	<ul style="list-style-type: none"> • Import of applicant information and other documents from applicant tracking system • Task assignment and tracking for steps in the process • Provisioning – use of standardized provisioning lists based on role/department (can be adjusted) and assignment of provisioning tasks as “looping tasks” so they can be updated as they’re completed. • Assemble onboarding packet – Auto population of forms required for onboarding to eliminate redundant data entry. Can be provided for completion, signature and upload via web form or through electronic signature with DocuSign.
Contract Management	<ul style="list-style-type: none"> • New contract process – manages the contract request, authoring, review, approval and execution steps. Can be integrated with DocuSign for electronic signature • Contract management processes including: <ul style="list-style-type: none"> ○ Contract Renewal ○ Contract Termination ○ Contract Renegotiation ○ Update Vendor Documents (W-9, Proof of Insurance) • Contract Import Process – provides ability to import existing contracts into Laserfiche so they can be managed by the system.

Additional Processes

There were several additional processes automation solutions we discussed and/or demonstrated that could provide significant value to the City. Most of these are considered “menu” solutions because we have developed frameworks to expedite the discover, design and implementation. However, we have also implemented these solutions using a train-the-trainer and/or consultative approach for cities that prefer to take the lead with implementation. These processes include:

- P-Card Reconciliation
- Expense Reimbursement
- Public Records Request
- Evidence Submission
- Field Training Process
- JHA/OSHA Process
- Online Permitting

The key will be to hold regular project retrospective sessions to discuss lessons learned, make changes to our collective approach and update priorities so we’re always focused on doing what provides the most value.

OPG-3, Inc.
Company Name

Jereb Cheatham
Authorized Person (Print)

8030 Old Cedar Ave S #205
Address

Jereb Cheatham
Signature

Bloomington, MN 55425
City/State/Zip

Vice President, Business Development
Title

(p) 651-233-5075
(f) 651-688-2041
Telephone # Fax #

06.05.2019
Date

47-5292344
Tax ID No.

Corporation
Entity Type:

Form NO. 6B: TOTAL COST – Detailed Proposal Response

Modules Required:

Based on the requirements outlined in the RFP and the results of the onsite interviews we conducted, the Laserfiche Rio (perpetual) and Laserfiche Subscription product lines are suitable for Lee's Summit. A detailed comparison of the packaging and pricing differences of both has been included as an addendum to this proposal. Regardless, the following modules will be required to meet the City's needs:

- **Laserfiche Records Management Edition** – scalable and secure document repository that has gained perpetual certification from the Department of Defense for records management, security, auditing and reporting.
- **Laserfiche Workflow** – powerful and flexible automation tool that manages the repository, synchronizes data with other applications and provides lower level process automation routines that can be called by other applications.
- **Laserfiche Forms Professional** – web-based forms and process automation suite that includes simple forms design and process modeling tools, supports advanced functionality and comes with a library of more than 110 business process templates.
- **Laserfiche Quick Fields** – advanced document capture platform that includes document recognition, data extraction and validation, and image processing tools that can be applied to documents regardless of how they're captured.
- **Laserfiche Import Agent** – automated import tool designed to import and file documents from network locations based on pre-configured business rules. Import Agent is commonly used in conjunction with networked copier/scanners and ingestion of documents generated by the ERP.
- **Laserfiche Connector** – wizard driven integration utility that can image enable, extract metadata from and push information into Windows and Web applications.

Modules (Optional)

- **Laserfiche Quick Fields Agent** – server-based document capture tool designed to run automated capture and extraction sessions on a scheduled basis.
- **Laserfiche Public Portal** – web portal designed to be customized to match an organization's existing web presence and provide simple and intuitive search forms to streamline public access. The Public Portal is licensed based on concurrent connections.
- **Laserfiche Forms Portal** – unlimited anonymous (non-authenticated) forms submission. The Forms Portal allows organizations to start processes digitally, collect documents at the point of creation, minimize data entry errors and eliminate redundant data entry.
- **Laserfiche SDK** - Includes access to the same Web Services, APIs, and libraries used to develop the Laserfiche client applications.

Software Costs

As requested, we're providing costing for both the perpetual and subscription licensing options. We have presented them side by side to provide the best possible "apples to apples" comparison.

Initial Acquisition Costs (Year 1):

Quantities are based on Lee's Summit's request for "total cost." Based on our conversations and experience with other cities, we believe the right mix of licensing is closer to 50 full users and 500 participant users. With the volume discounts offered by Laserfiche, that approach would license more than 3 times as many people at a lower cost (using subscription model as an example).

The support subscription for Laserfiche Rio is compulsory so it has been included in the unit price below:

Product Description	Qty	Laserfiche Subscription		Laserfiche Rio (Perpetual)	
		Unit Price	Extended Cost	Unit Price	Extended Cost
Laserfiche Full User (including): <ul style="list-style-type: none"> Records Management Edition Laserfiche Workflow Laserfiche Forms Professional Laserfiche Connector 	75	\$492	\$36,900	\$1,250	\$93,713
Laserfiche Participant User	100	\$68	\$6,800	\$348	\$34,800
Laserfiche Quick Fields Core <ul style="list-style-type: none"> Minimum configuration required for backfile discussed 2 installations for HR and Development Services at a minimum 	2	Included	\$0	\$6,000	\$12,000
Laserfiche Import Agent	1	Included	\$0	\$1,800	\$1,800
Laserfiche SDK	1	\$1,220	\$1,220	\$3,250	\$3,250
Laserfiche Forms Portal (Optional)	1	\$3,880	\$3,880	\$9,594	\$9,594
Laserfiche Public Portal (Optional)	1	\$12,130	\$12,130	\$30,000	\$30,000
		Total	\$60,930.00	Total	\$185,157

Annual Recurring Costs (Years 2+)

Product Description	Qty	Laserfiche Subscription		Laserfiche Rio (Perpetual)	
		Unit Price	Extended Cost	Unit Price	Extended Cost
Laserfiche Full User LSAP	75	\$492	\$36,900	\$208	\$15,619
Laserfiche Participant User LSAP	100	\$68	\$6,800	\$58	\$5,800
Laserfiche Quick Fields Core LSAP	2	Included	\$0	\$1,000	\$2,000
Laserfiche Import Agent LSAP	1	Included	\$0	\$300	\$300
Laserfiche SDK LSAP	1	\$1,220	\$1,220	\$750	\$750
Laserfiche Forms Portal (Optional) LSAP	1	\$3,880	\$3,880	\$1,599	\$1,599
Laserfiche Public Portal (Optional) LSAP	1	\$12,130	\$12,130	\$5,000	\$5,000
		Total	\$60,930	Total	\$31,068

Software Price Breaks

Laserfiche provides cumulative discounts based on the quantity of licenses purchased.

Product Description	Qty	Laserfiche Subscription	Laserfiche Rio (Perpetual)	
		Annual Cost	Software Cost	Annual Support
Laserfiche Full User	50-99	\$492	\$833	\$167
	100-199	\$420	\$700	\$140
	200-499	\$348	\$600	\$120
	500-999	\$276	\$500	\$100
Laserfiche Participant User	50-199	\$68	\$290	\$58
	200-499	\$48	\$249	\$50
	500-999	\$34	\$220	\$44

Implementation Costs:

The costs for professional services are inclusive of project management and training costs. The costs for the required projects are priced as fixed bid projects and the costs for optional projects are priced as time and materials not-to-exceed. Our strategy is to provide pricing in a way that will allow Lee's Summit to prioritize and budget for projects over time.

Project	Type	Hours	Rate	Total
Installation, configuration and testing of core components (servers, portals) in 3 environments	Fixed Bid	16	\$185/hour	\$2,960
Develop capture workflows and file plans (including DoD 5015.2 certified records management) for departments interviewed	Fixed Bid	136	\$185/hour	\$25,160
SIRE conversion (without annotations)	Fixed Bid	100	\$185/hour	\$18,500
AP Automation	T&M - NTE	200	\$185/hour	\$37,000
Post-Hire Onboarding	T&M – NTE	200	\$185/hour	\$37,000
Contract Management	T&M - NTE	100	\$185/hour	\$18,500
Public Records Request	T&M – NTE	60	\$185/hour	\$11,100
P-Card Reconciliation	T&M – NTE	60	\$185/hour	\$11,100
Expense Reimbursement	T&M – NTE	60	\$185/hour	\$11,100

Total Cost:

	Subscription	Perpetual
Total Licensing Cost	<u>\$60,930</u>	<u>\$185,157</u>
Total Implementation Cos	<u>\$46,620</u>	<u>\$46,620</u>
Total Cost	<u>\$107,550</u>	<u>\$231,777</u>
	Numeric	Numeric
	<u>One hundred and seven thousand, five hundred and fifty dollars</u>	<u>Two hundred and thirty one thousand, seven hundred and seventy seven dollars</u>
	Use words, Dollars/Cents	Use words, Dollars/Cents

OPG-3, Inc.
Company Name

Jereb Cheatham
Authorized Person (Print)

8030 Old Cedar Ave S #205
Address

Jereb Cheatham
Signature

Bloomington, MN 55124

Vice President, Business Development

City/State/Zip

Title

(p) 651-233-5075

(f) 651-688-2041

08.02.2019

Telephone # Fax #

Date

47-5292344

Corporation

Tax ID No.

Entity Type:

Attachment 1 – Laserfiche Licensing Comparison

Laserfiche currently offers 3 product lines that represent different approaches to licensing:

- **Laserfiche Subscription** – is a named user licensing model tied to an annual subscription. The key differentiator for the subscription license is that nearly all components are bundled with the user licenses so there's no need to know exactly what tools are needed at the time of deployment. This provides a great deal of flexibility when designing solutions where different groups may have different preferences for user experience. Key components of the subscription model include:
 - Bundled functionality tied to user license simplifies billing/charge back across multiple departments and budget planning for future expansion.
 - Unlimited deployment of advanced capture tools (Quick Fields Complete and Import Agent) significantly lowers the cost (in terms of software cost and time saved through automation) of backfile and day-forward scanning.
 - Unlimited deployment of application servers allows for a great deal of deployment flexibility.
 - Allows the ability to add licenses at any time with their subscription cost pro-rated and allows "right-sizing" of license count and allocation (across license types) annually.
- **Laserfiche Rio** – is a perpetual named user licensing model that is purchased up front with an annual support and maintenance subscription (Laserfiche Software Assurance Plan or "LSAP") that includes technical support and software updates. Laserfiche Rio bundles core document imaging, management and workflow functionality but other options are available "a-la-carte." Core components of the Laserfiche Rio model include:
 - Unlimited deployment of application servers allows for a great deal of deployment flexibility.
 - Choice of interface through Windows, Web and Mobile applications.
- **Laserfiche Avante** – is a perpetual named user licensing model that is purchased up front with an annual support and maintenance subscription (Laserfiche Software Assurance Plan or "LSAP") that includes technical support and software updates. Laserfiche Avante is packaged as a departmental solution with a single environment where components are priced more granularly.

Based on the interviews conducted onsite, it's our feeling that Laserfiche Subscription and Laserfiche Rio are the only suitable options for Lee's Summit. The need for multiple environments (for Dev, Test and Production at a minimum) should exclude Laserfiche Avante as a viable option.

From a solution design standpoint, Laserfiche Subscription is the most attractive licensing model – especially considering the number of departments that have backfile and day-forward scanning needs. The ability to utilize the full breadth of the Laserfiche Quick Fields capture suite to design automated capture processes for each department without the need to purchase additional software is particularly compelling.

A breakdown of how the different licensing options are packaged is provided below:

Feature comparison of licensing options

	Laserfiche Subscription	Laserfiche Rio	Laserfiche Avante
Unlimited deployment of application servers	✓	✓	X
Multiple repositories	✓	✓	\$ Additional cost for each repository
Laserfiche Workflow	✓	✓	✓
Laserfiche Records Management Edition	✓	\$ 10% add-on to user licenses	\$ Different version of server with higher cost
Laserfiche Advanced Audit Trail	✓	✓	\$ Priced per user, included with RME
Laserfiche Forms Essentials	✓	✓	✓
Laserfiche Forms Professional	✓	\$ 10% add-on to user licenses	\$ Priced per user
Laserfiche Web Access	✓	✓	✓
Laserfiche Forms Portal	\$ Per server	\$ Per server	\$ Per server
Laserfiche Public Portal	\$ Per server	\$ Per server	\$ Per server
Laserfiche Mobile	✓	✓	✓
Laserfiche Connector	✓	\$ 5% add-on to user licenses	\$ Priced per user
Laserfiche Quick Fields	✓ Unlimited installs of Quick Fields Complete	\$ Priced per workstation and feature set	\$ Priced per workstation and feature set
Laserfiche Quick Fields Agent	✓ Unlimited installs	\$ Priced per server	\$ Priced per server
Laserfiche Import Agent	✓ Unlimited installs	\$ Priced per installation	\$ Priced per server
Laserfiche SDK	\$ Per organization	\$ Per organization	\$ Per organization

Legend:	✓ included in user cost	\$ additional cost	X not available
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651.233.5075

**City of Lee's Summit Questions for OPG-3
RFP #2019-029 Final Proposal**

1. Can OPG provide the technical requirements for their on-premise and cloud based solutions?

We have attached a "Hardware Planning Guide" published by Laserfiche for on-premises deployments of Laserfiche. The guidance provided is the same for Laserfiche Rio and Laserfiche Subscription systems.

Based on the current functionality available in Laserfiche Cloud and the integration requirements with on-premises applications we have only proposed an on-premises deployment of Laserfiche.

2. Can OPG-3 provide a reference similar to the scope being proposed for our project?

- **Brooklyn Park, MN – Laserfiche Rio, 50 Full and 500 Participant users**

The project OPG-3 completed for the City of Brooklyn Park most closely matches the scope of what's being proposed for Lee's Summit. With a population of more than 80,000, Brooklyn Park was looking to replace an outdated ApplicationXtender solution that was used regularly in the Finance department and sparingly throughout other city departments.

The project started with city wide file plans and capture workflows (including a replacement integration for the Finance department) and the conversion of the legacy system into the new file plans. After the initial implementation, Brooklyn Park is currently prioritizing process automation solutions.

OPG-3 has implemented Laserfiche solutions for several large organizations that would be considered larger in scale than what is being proposed for Lee's Summit including:

- **NE Metro Consortium – Laserfiche Rio, 137 Full and 2,000 Participant users**

Consortium of 12 metro school districts sharing the same Laserfiche Rio infrastructure with their own Laserfiche environments. Each district has taken their own development path but most are utilizing the system for managing employee and student records with integrations to their Finance and Student Information Systems.

- **City of St. Paul, MN – Laserfiche Rio, 200 Full users**

Deployed in multiple departments including Finance. Originally integrated with Lawson and now integrated with Infor.

- **Ramsey County, MN – Laserfiche Rio, 1,300 Full and 700 Retrieval users**

OPG-3 partnered with Laserfiche to perform a County-wide deployment of Laserfiche that includes integration with Lawson for the Finance department.

- **Olmsted County, MN – Laserfiche Rio, 1,300 Full users**

OPG-3 partnered with Laserfiche to perform a County-wide deployment of Laserfiche that includes integration with their case management solution for Health and Human Services.

- **Blattner Energy – Laserfiche Rio, 525 Full users**

Blattner Energy is an international general contractor for construction services in the build-out of renewable energy generation. Blattner has deployed Laserfiche throughout the organization using departmental file plans and capture workflows as well as process automation.

- **Cretex Companies – Laserfiche Rio, 415 Full users**

Cretex owns multiple companies that manufacture parts and devices for the medical and aerospace industries throughout the nation. Laserfiche has been implemented to automate business processes and manage important documentation (for quality and compliance

purposes) for RMS, RMS Surgical, Juno Pacific, Elk River Machine, Spectralitics, Meier Tool and QTC divisions.

3. In addition to the City of Eden Prairie, MN, what other SIRE migrations has OPG-3 completed?

OPG-3 performed a Sire conversion for the City of Lake City, MN that was completed in February of 2017.

Nearly every new system implementation OPG-3 performs includes the conversion of legacy systems. In addition to SIRE, OPG-3 has converted the following solutions in the last 5 years:

- | | |
|----------------------|---------------|
| • SharePoint | • IContent |
| • Oracle/Stellant | • Paperclip |
| • DocuWare | • CabinetSafe |
| • ApplicationXtender | • SmartSearch |
| • IMS21 | • Raddix |

In order to perform migrations efficiently, OPG-3 has developed a standard set of data translation tools and filing workflows for Laserfiche that are used to map the data from the legacy system to the taxonomy of the new Laserfiche system and file documents according to the file plan designed for Laserfiche.

4. What integrations with Lawson has OPG-3 completed?

OPG-3 has integrated Laserfiche with Lawson in the Finance department for the City of Saint Paul, MN and Ramsey County, MN. However, Saint Paul migrated from Lawson to Infor this year.

5. Will city staff have access to Microsoft Teams site?

The members of the project team will be invited to the Microsoft Team site as “Guests” and will have full access to the information and will be able to participate in the same fashion as OPG-3 employees. Additionally, a Salesforce connector will be used to provide updates related to project status and budget through teams in real-time.

6. What are the responsibilities of city staff in regards to the projects listed on page 28?

For most projects, the following roles will need to be filled by Lee's Summit staff. They may be different for each department and, oftentimes, one person fills multiple roles. The working sessions scheduled for and any tasks assigned to Lee's Summit personnel will be discussed during weekly Sprint Demos as goals for the following week are set.

Our typical allocation of resources for these types of projects is up to 10 hours/week for Phase 0 and up to 20 hours/week for all subsequent phases because it provides a good cadence for what's available to be demoed on a weekly basis. The allocation for customer personnel is typically less than half of our allocation.

Role	Responsibility
Project Manager	Will work directly with OPG-3 ScrumMaster to manage scheduling and communication for project activities. The Project Manager will attend weekly Sprint demos and serve as the primary point of contact for the ScrumMaster.
Subject Matter Expert (Business)	Will serve as knowledgeable resource for discovery and requirements gathering and help make decisions about design and user experience. Will participate in scheduled working sessions and attend weekly Sprint demos.
Subject Matter Expert (Technical)	Will serve as technical resource for the project with knowledge regarding technical infrastructure and applications that will be integrated. Will be able to complete or coordinate activities related to creating ODBC connections, configuring technical infrastructure (firewall, SSL certificates, etc.). Will participate in scheduled working sessions and attend weekly Sprint demos.
Stakeholder	Project sponsor responsible for the overall fit and quality of the project for the organization. Is ultimately responsible for sign-off/acceptance, approval of scope change requests and discussions regarding budget and timeline. Is invited to weekly Sprint demos but attendance is not required.
Users	Will participate in discovery sessions and Sprint demos if invited by Project Manager. Will participate in User Acceptance Testing and training sessions.
System Administrator	Designated resource(s) from IT that will participate in Push to Production and scheduled System Administrator training. Will serve as first line of technical support after project closeout and will work closely with OPG-3 Support to resolve technical issues if/when they come up.

7. Two departments, Water and Public Works, are missing from the department list on page 20. How would including them change the proposal?

Not including them explicitly was an oversight. The professional services costs for developing capture workflows and file plans includes both the Water and Public Works departments.

8. Does the SIRE migration assume integration between Lawson and Laserfiche once complete?

Integration between Lawson and Laserfiche has been included in the professional services costs for developing capture workflows and file plans. The professional services costs for the SIRE migration includes migrating the Finance documents in SIRE into the new file plan.

9. How is each product listed on page 26 licensed? Named user, concurrent user, by device, enterprise, etc.?

There are some differences in how the components are listed between the Laserfiche Rio and Subscription pricing models. The Laserfiche Licensing Comparison we attached was our attempt to show how they are licensed and how it's different between products. A simplified table is provided below:

	Laserfiche Subscription	Laserfiche Rio
Laserfiche Full User	Named User	Named User
Laserfiche Participant User	Named User	Named User
Laserfiche Workflow	✓	✓
Laserfiche Quick Fields	✓ Unlimited installs of Quick Fields Complete	\$ Priced per workstation and feature set
Laserfiche Import Agent	✓ Unlimited installs	\$ Priced per installation
Laserfiche SDK	\$ Per organization	\$ Per organization
Laserfiche Forms Portal	\$ Per server	\$ Per server
Laserfiche Public Portal	\$ Per server	\$ Per server

Legend:	✓ included in user cost	\$ additional cost
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10. Page 25 states that the Public Portal is licensed based on concurrent connections. Page 26 pricing shows a quantity of 1. Please explain.

The "quantity of 1" represents 1 Public Portal with 25 concurrent connections which is the entry level portal that most Cities start with because connections can be set to time out automatically after a period of inactivity. Laserfiche offers additional levels of the Public Portal that allow an unlimited number of concurrent connections and are licensed based on the number of portals used:

Component	Software Cost	Annual Support
Rio Public Portal for 1 Laserfiche Server	\$25,000	\$5,000
Rio Public Portal for 2 Laserfiche Servers	\$45,000	\$9,000
Rio Public Portal for unlimited Laserfiche Servers	\$50,000	\$10,000

Note: Multiple portals can be configured but licensing restricts the number of Laserfiche Content servers they can be connected to.

11. If the Laserfiche Rio perpetual pricing includes the support subscription (as stated just above the pricing table), what would be cost for the Full User license?

To clarify, the support subscription (LSAP) is required for the first year and optional thereafter. Because of this, we included the support cost in the **Initial Acquisition Cost** section of our proposal. Because the proposed solution includes Laserfiche RME, Laserfiche Forms Professional and Laserfiche Connector, the formula for calculating the licensing cost is:

Component	Cost
Laserfiche Full User	1.00 x Full User cost
Laserfiche RME	0.10 x Full User cost
Laserfiche Forms Professional	0.10 x Full User cost
Laserfiche Connector	0.05 x Full User cost
Total License cost	1.25 x Full User cost

LSAP cost	0.20 x Total License cost
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Initial Acquisition cost	1.50 x Full User cost
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As requested, our proposal lists 75 Full User licenses and the cost breakdown is as follows

Component	Cost
Laserfiche Full User (50-99)	\$833.00
Laserfiche RME	\$83.30
Laserfiche Forms Professional	\$83.30
Laserfiche Connector	\$41.65
Total License cost	\$1,041.25

LSAP cost	208.25
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Initial Acquisition cost	\$1,249.50
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In our proposal all costs were rounded to the nearest dollar, but invoices would be exact amount.

At 75 users, the software license cost for a full user would be **\$1,041.25**

What does the quantity of 2 represent for the Laserfiche Quick Fields Core?

As shown in the table above, Laserfiche Quick Fields is license by workstation in the Laserfiche Rio platform. During our interviews we identified two departments (Human Resources and Development Services) that have significant backfile scanning needs. In our conversations, we discussed strategy to efficiently scan, index and file their backfile documents with Quick Fields. The “quantity of 2” in our proposal represents Quick Fields Core for each of those departments.

While Quick Fields is often deployed departmentally, it can also be shared as it can “scan” from Laserfiche to process documents. Often, Quick Fields is installed and configured for the backfile in one department and then removed and deactivated so it can be used by another department.

Are the software price breaks included in the prices shown for the full user license for the Laserfiche Rio (Perpetual) unit price and extended cost?

Initial Acquisition Costs (Year 1):

Quantities are based on Lee's Summit's request for "total cost." Based on our conversations and experience with other cities, we believe the right mix of licensing is closer to 50 full users and 500 participant users. With the volume discounts offered by Laserfiche, that approach would license more than 3 times as many people at a lower cost (using subscription model as an example).

The support subscription for Laserfiche Rio is compulsory so it has been included in the unit price below:

Product Description	Qty	Laserfiche Subscription		Laserfiche Rio (Perpetual)	Extended Cost
		Unit Price	Extended Cost	Unit Price	
Laserfiche Full User (including):	75	\$492	\$36,900	\$1,250	\$93,713
<ul style="list-style-type: none"> Records Management Edition Laserfiche Workflow Laserfiche Forms Professional Laserfiche Connector 				Are the software price breaks included?	
Laserfiche Participant User	100	\$68	\$6,800	\$348	\$34,800
Laserfiche Quick Fields Core	2	Included	\$0	\$6,000	\$12,000
<ul style="list-style-type: none"> Minimum configuration required for backfile discussed 2 installations for HR and Development Services at a minimum 					
Laserfiche Import Agent	1	Included	\$0	\$1,800	\$1,800
Laserfiche SDK	1	\$1,220	\$1,220	\$3,250	\$3,250
Laserfiche Forms Portal (Optional)	1	\$3,880	\$3,880	\$9,594	\$9,594
Laserfiche Public Portal (Optional)	1	\$12,130	\$12,130	\$30,000	\$30,000
		Total	\$60,930.00	Total	\$185,157

Yes, as detailed in the formula for calculating the cost of a Full User license above, the cost provided in the proposal does incorporate the volume price breaks provided by Laserfiche. Unfortunately, the table that lists price breaks only incorporated the base license cost and did not include the additional costs for Laserfiche RME, Forms Professional and Laserfiche Connector. An amended table is provided below:

Product Description	Qty	Laserfiche Rio (Perpetual)	
		Software Cost	Annual Support
Laserfiche Full User	50-99	\$1,041.25	\$208.25
	100-199	\$875.00	\$175.00
	200-499	\$750.00	\$150.00
	500-999	\$625.00	\$125.00
Laserfiche Participant User	50-199	\$290	\$58
	200-499	\$249	\$50
	500-999	\$220	\$44

12. Shouldn't the unit cost for the Annual Recurring Cost of the Full User license on page 27 be \$167 rather than \$208?

No. The calculation for the LSAP cost is correct. The confusion lies in the accidental omission of the cost of Laserfiche RME, Laserfiche Forms Professional and Laserfiche Connector from the cost of Full User licenses in the Price Breaks table for Laserfiche Full User licenses.

13. Does OPG-3 plan to conduct this work all remotely or are on-site visits planned. If on-site visits are planned, please estimate how many and the estimated cost for these trips.

While all activity could be performed remotely, it's our preference to perform the discovery needed to develop the city-wide file plans and capture workflows through in-person working sessions. The hours to perform this work have been included in our proposal but travel expenses have not. This activity can be completed in 2 days onsite and would include two people from OPG-3. Travel costs for two people would be:

Description	Cost
Airfare	\$500
Lodging (2 rooms, 2 nights)	\$600
Per Diem (2 people, 3 days)	\$360
Total Cost	\$1,460

14. On page 18, OPG includes an explanation of their user training and admin training approach. On page 28, OPG stated that "the costs for professional services are inclusive of project management and training costs". Confirmation is needed to ensure the cost of training outlined on page 18 is included in the Total Implementation Cost shown on page 28.

Yes. User Training, Admin Training and System Documentation are explicit deliverables in Phase 5 of our project methodology and are included in the Total Implementation Cost shown on page 28.

15. Does your solution have Digital Asset Management capabilities?

While Laserfiche doesn't offer a specific Digital Asset Management product or component, it provides the core functionality of a digital asset management system natively. The core functions of Creation, Indexing, Workflow, Version Control and Access Control are foundational components of the Laserfiche Content Server.

Additionally, asset specific metadata (such as Exif data) can be extracted and used as Laserfiche metadata. The process of importing and managing digital assets in Laserfiche would be the same as working with imaged and electronic documents and components of the record management system (designation as vital records with defined review cycles) can help manage the lifecycle of digital assets.

Because authoring programs (such as Adobe) utilize reference files to create digital assets, it maybe necessary to expose the files managed by Laserfiche through an interface that preserves file names and relative paths. In Laserfiche, file names and folder paths are virtualized and abstracted from the proprietary structure Laserfiche uses on the back-end through Laserfiche Volumes. However, off the shelf tools (such as CMISync) that provide "Dropbox Like" file share and sync access to a CMIS compliant repository like Laserfiche can be used to resolve the issue.

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- “**Documentation**” means getting started guides, user guides, product help, product sheets, quick reference guides, articles, white papers, and other technical and operations

manuals and specifications published by Laserfiche for the Software.

- **“Order”** means an order, purchase order, or similar document that is submitted to us by you or a Laserfiche authorized reseller or distributor on your behalf, which specifies the particular Software products and components that you intend to license, and which shall not bind us unless (a) such document incorporates the terms and conditions of this EULA and (b) is accepted by us. Acceptance of any Order by us for licensing Software is made only on the express condition that the terms and conditions of this EULA shall govern. Our failure to object to provisions contained in any Order or communication from you will not be deemed a waiver of any provision herein. Any additional or different terms proposed by you in any Order or communication shall be deemed material, are objected to, and are hereby rejected unless specifically accepted in a signed writing by an authorized representative of Laserfiche. For the avoidance of doubt, your agreement, if any, with Laserfiche’s authorized reseller or distributor, shall not constitute an Order.

2.2 License Scope. Laserfiche Software may include, without limitation: (a) **“Server Software”** that provides document management services to other programs; (b) **“Client Software”** that allows a computer or workstation to access or utilize the services functionality provided by the Server Software; (c) **“Stand-alone Software”** that operates on a single computer; (d) **“Demonstration Software”** that is provided only for demonstration, testing and feedback purposes; (e) **“Distributed Computing Cluster Software”** that allows distribution of processing work for certain Laserfiche application tasks onto other machines; and/or (f) **“Plug-in Software Modules”** that can be added to the previously mentioned types of software. Specific additional terms that accompany a software development kit or the Software designated for **“application service provider”** purposes will also apply to you. Your Use of the Laserfiche Product shall be subject to the Usage Limitations described in Section 6. In addition, you agree to the restrictions set forth in Section 5 below.

3. Evaluation License. If the Laserfiche Software is furnished to you for evaluation purposes or other limited, temporary use as authorized by us (**“Evaluation Product”**), your Use of the Evaluation Product is only permitted: (a) for the period limited by the license key or otherwise stated by us in writing (**“Evaluation Period”**), and (b) by your employees, contractors, and consultants for no purposes other than demonstration of the capabilities of the Software to prospective licensees or evaluation and testing of the Software for suitability. No Evaluation Product may be used in a production environment. An Evaluation Product is licensed **“AS-IS”** without support or warranty (including any warranty provided in Section 12.1) of any kind, expressed or implied. Laserfiche does not assume any liability arising from any use of the Evaluation Product. You may not publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from us. Your receipt of the Evaluation Product does not constitute a license to use (other than as permitted in this Section), sell, distribute, or commercialize the Evaluation Product. No compensation will be paid to you for any use of the Evaluation Product. You authorize Laserfiche and its affiliates and sublicensees to use, in any manner (including in any products or services) and without any duty of accounting or other obligation whatsoever, any feedback or ideas you provide to us in connection with your use of the Evaluation Product. In addition to the restrictions set forth in Section 5, you shall not attempt to circumvent, dismantle or otherwise interfere with any

time-control disabling functionality in the Evaluation Product that causes the Evaluation Product to cease functioning upon the expiration of the Evaluation Period. With respect to Evaluation Products, except to the extent this Section modifies this EULA, all other provisions stand and remain unaltered. This Section shall apply only with respect to Evaluation Products.

4. **Ownership.** We retain all rights to ownership of all intellectual property rights in and to the Software and Documentation, including copies, improvements, enhancements, derivative works and modifications. No other rights with respect to the Laserfiche Product or any related intellectual property rights are granted except as explicitly stated in this EULA and the applicable License Requisition. No implied licenses are granted by us.
5. **License Restrictions.** Unless expressly authorized by Laserfiche in writing, you will not and you will not allow any third party to: (a) unbundle, transfer, sublicense, or assign your rights under this License to any other person or entity; (b) modify, adapt or create derivative works of the Software or Documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as provided in Section 16 below; (d) make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, timeshare, cloud service, hosted service, or other similar basis unless expressly authorized by Laserfiche in writing, such as for read-only access by public users who utilize an authorized read-only Public Portal connection; (e) Multiplex (as defined herein below) the Software; (f) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software or Documentation; (g) directly or indirectly attempt to challenge the validity of the copyrights, trademarks, and trade secrets in the Software claimed by Laserfiche or its suppliers; or (h) conduct any benchmark tests of the Software or disclose to a third party the results of any benchmark test of the Software. Neither Laserfiche nor any of its suppliers are obligated to provide any services (including any updates or upgrades to the Laserfiche Product) under this Agreement. To “**Multiplex**” the Software occurs when you utilize hardware, software, an automated process, or other technical means: (1) to pool connections, reroute information, or reduce the number of devices or users that directly access or use the Software; or (2) to permit access to more user connections than you have purchased; or (3) to automatically, routinely, or systematically reallocate named user connections for the purpose of either reducing the number of named user connections you require, or avoiding the purchase of additional named user connections.
6. **Usage Limitations.** Your Use of the Software is subject to the usage limitations described at <https://www.laserfiche.com/eula/usage6.6.2018> and set forth in the License Requisition (each, a “Usage Limitation”).
7. **Subscription Software**
 - 7.1 **Subscription License.** A subscription license to on-premises Laserfiche Software allows you to Use such Software on a subscription basis (a “**Subscription**”, and such license, a “**Subscription License**”). If you purchase a Subscription License, subject to your compliance with the terms and conditions of this EULA, you may Use the Software covered by the Subscription (the “**Subscription Software**”) for the term of the Subscription set forth in your License Requisition until the Subscription expires or is otherwise terminated. After the Subscription expires or is

terminated, the Subscription Software will stop functioning entirely, and your rights to Use the Subscription Software will terminate.

7.2 Renewal of Subscription Term. Unless otherwise terminated according to the terms of this EULA, the Subscription will automatically renew for the term set forth in your invoice, unless (i) you fail to pay the renewal Subscription fee as invoiced to you by us or (ii) you give Laserfiche written notice of your intention not to renew the Subscription at least 45 days before the end of the then-current Subscription term. The renewal Subscription fee is due before the start of the renewal term. If you do not notify us at least 45 days before the end of the then-current Subscription term that you do not intend to renew the Subscription, you will owe Laserfiche the renewal Subscription fee.

7.3 Modification of Fees upon Renewal. We may modify the Subscription fee by notifying you at least 90 days before the end of the then-current Subscription term. The Subscription fee increase will take effect upon the start of the next Subscription term.

7.4 Consequences of Non-Payment. If you fail to make full payment of the Subscription fee and any outstanding balance remains unpaid 30 days after the due date, the Subscription Software will automatically stop functioning entirely. You must make full payment of the Subscription fee before the Subscription Software will resume functioning.

7.5 Updates and Support. The Subscription includes Software updates, access to online support resources, and Basic or Premium support as described in the Laserfiche Software Assurance Plan (“LSAP”) during the term of the Subscription.

8. Third Party Open Source Software. Certain items of independent, third-party code may be included in the Laserfiche Software that are subject to open source licenses (“**Open Source Software**”). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this EULA limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software.

9. Confidentiality and Other Restrictions

9.1 Confidentiality Restrictions. “**Laserfiche Confidential Information**” means: (a) the Laserfiche Software and Documentation; (b) Laserfiche’s source code, application programming interfaces, know-how, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, methodology and trade secrets; (c) nonpublic information relating to Laserfiche’s business, customers, business plans, promotional and marketing activities, finances and other business affairs; (d) third-party information that we are obligated to keep confidential by agreement or by law; (e) the nature, content and existence of any agreements, discussions or negotiations between you and us, or our software resellers; (f) any information that is designated by Laserfiche as “confidential” or “proprietary” or with a similar legend; and (g) any other information that given the nature of the information or circumstances surrounding its disclosure by us to you, reasonably should be understood to be confidential. Laserfiche

Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this EULA or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known by you when it received it from us; (iii) is received from a third party that lawfully acquired and disclosed it without any obligation of confidentiality; or (iv) can be shown by documentation to have been independently developed by you without reference to the Laserfiche Confidential Information.

9.2 Additional Restrictions. You agree that, during the term of this EULA and after any termination or expiration of this EULA, you will not directly or indirectly, alone or in conjunction with any other person or company: (a) attempt to write or develop software in an effort to discover, copy or recreate the source code or any trade secrets contained or embodied in the source code of the Software; or (b) utilize the Software, Documentation, or Laserfiche Confidential Information, either directly or indirectly, to sell, market, develop or distribute any software product that competes with the Software; or (c) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to assist, advise or consult with any other person or company in selling, marketing, developing or distributing any software product that competes with the Software; or (d) publish the Software for others to copy or use; or (e) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to convert, or to assist, advise or consult with any other person or company to convert, any end user of the Software to a software product that competes with the Software; or (f) seek to discover or use our trade secrets or Laserfiche Confidential Information by reverse engineering, decompiling, disassembling, copying or any other technique, except as provided in Section 16 below.

10. Term and Termination. This EULA will remain effective until the expiration of the applicable license or Subscription term as set forth in your License Requisition, unless terminated earlier in accordance with this EULA. You may terminate the EULA at any time by returning or destroying all versions and copies of the Software and the Documentation in your possession or control. This EULA will immediately terminate if you breach any of its terms or conditions, or if you fail to pay any portion of the applicable license or Subscription fees and you fail to cure that payment breach within 30 days of receipt of a written notice from us. Upon termination of this EULA, you must immediately cease all use of the Software and the Documentation and return to Laserfiche or destroy all versions and copies of the Software and the Documentation in your possession or control. You must remove and uninstall all Software programs and Documentation from all hard drives and other devices on which the Software or the Documentation may be found. The termination or expiration of this EULA will not terminate your obligations under this EULA, nor will it (i) release you from the obligation to pay any monies that you may owe Laserfiche; (ii) operate to discharge any liability that you incur before such termination or expiration; or (iii) waive any obligation which is intended to survive such termination or expiration. The rights and obligations of a party which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes shall survive any termination or expiration of this EULA including, without limitation, the following Sections: 1 (Acceptance of Terms), 4 (Ownership), 5 (License Restrictions), 8 (Third Party Software), 9 (Confidentiality and Other Restrictions), 10 (Term and Termination), 11 (Indemnification), 12.2 (Exclusions), 12.3 (Disclaimer), 13 (Limitation of Liability), 14 (Application of Limitations and Disclaimers to Consumers), 15 (Basis of Bargain), 17 (Audit Rights), and 18 (Miscellaneous).

11. Indemnification. YOU HAVE SOLE AND EXCLUSIVE RESPONSIBILITY FOR BACKING-UP YOUR DATA

OR CONTENT OR THIRD-PARTY DATA OR CONTENT IN YOUR HARD DRIVE, SYSTEM, STORAGE OR DEVICE (collectively, "**Your Data**") WHETHER OR NOT THE SOFTWARE INTERACTS WITH YOUR DATA. LASERFICHE WILL NOT BE RESPONSIBLE FOR ANY LOSS OF DATA OR CONTENT. You hereby agree to indemnify, defend and hold harmless Laserfiche, its affiliates and authorized resellers, and each of Laserfiche's, its affiliates' and authorized resellers' employees, officers, directors, shareholders, and agents (each, an "**Indemnified Party**"), from and against all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to: (i) Your Data, including any loss of Your Data for any reason whatsoever, (ii) your actions, misuse of the Software, non-compliance with this EULA, or failure to operate the Software in accordance with this EULA; (iii) your use of the Software including, without limitation, in violation of any applicable laws.

12. Limited Warranty; Exclusions; Disclaimer

12.1 Limited Warranty. THE SOFTWARE IS WARRANTED SOLELY TO YOU, THE ORIGINAL LICENSEE, THAT, FOR A PERIOD OF 3 MONTHS FROM THE DATE THE SOFTWARE IS MADE AVAILABLE TO YOU ("**Warranty Period**"), IT SHALL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION WHEN USED IN ACCORDANCE WITH THIS EULA. At its own expense and as its sole obligation and your exclusive remedy for any breach of this warranty, Laserfiche will: (a) at Laserfiche's option, correct any reproducible errors in such nonconforming Software so that it conforms to the foregoing warranty or replace such nonconforming Software with Software that conforms to the foregoing warranty; or (b) if the options in clause (a) hereof are not commercially reasonable, as determined in Laserfiche's sole discretion, Laserfiche will refund to you the fees paid to Laserfiche for such non-conforming Software, in which case your right to use such Software will terminate. Any error correction provided to you will not extend the original Warranty Period.

12.2 Exclusions. Notwithstanding anything in this EULA, Laserfiche will have no responsibility or liability of any kind, whether for breach of warranty or otherwise arising or resulting from: (a) combination of the Software with products, equipment, software, or data not supplied by Laserfiche; (b) any use based on unauthorized distribution or sale of the Laserfiche Product; (c) any use of the Laserfiche Product other than in accordance with this EULA; (d) any modification of the Laserfiche Product by anyone other than Laserfiche or contractors authorized in writing by Laserfiche; (e) any Laserfiche Product rendered defective or non-conforming, in whole or in part, due to: (i) abnormal physical or electrical stress, abnormal environmental conditions, neglect, misuse, accident, fire or other hazard, (ii) improper testing, handling, storage, transportation, operation, interconnection, or installation by anyone other than Laserfiche or contractors authorized in writing by Laserfiche, (iii) failure to continually provide a suitable installation or operation environment, or (iv) any other cause beyond the range of normal use of such Laserfiche Product; or (v) any Evaluation Product.

12.3 Disclaimer. EXCEPT AS SET FORTH IN SECTION 12.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE LICENSES THE SOFTWARE TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS AND EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY PURPOSE, TITLE, NONINFRINGEMENT, INTEGRATION, ACCURACY, AND COMPLETENESS. LASERFICHE DOES NOT WARRANT OR GUARANTEE THAT (A) THE LASERFICHE PRODUCT WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, OR BE COMPATIBLE OR (B) THAT THE LASERFICHE PRODUCT WILL

OPERATE FAIL SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS.

13. LIMITATION OF LIABILITY

13.1 EXCLUSION OF CERTAIN TYPES OF DAMAGES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, OR SUPPLIERS (COLLECTIVELY, "**REPRESENTATIVES**") BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS REVENUES, GOODWILL, INFORMATION OR DATA, COSTS OF RECREATING LOST OR CORRUPTED INFORMATION OR DATA, OR COSTS OF SUBSTITUTE SOFTWARE, PRODUCTS, OR SERVICES, REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM OR RELATED TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, DELIVERY OF SUPPORT, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES.

13.2 LIMITATIONS ON DAMAGES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ANY AND ALL DAMAGES SUFFERED BY YOU, ANY USER, AND ANYONE ELSE, FOR WHICH LASERFICHE OR ITS REPRESENTATIVES ARE LIABLE, WHETHER ARISING FROM OR RELATING TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES, WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE STRICTLY LIMITED TO THE DOLLAR AMOUNT THAT YOU ACTUALLY PAID FOR THE DEFECTIVE SOFTWARE COMPONENT WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT LASERFICHE RECEIVES NOTICE OF AN EXISTING OR POTENTIAL CLAIM OR SUIT AGAINST IT. NO CLAIM OR SUIT MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, MORE THAN 1 YEAR AFTER YOU FIRST DISCOVERED OR SHOULD HAVE DISCOVERED ANY OF THE FACTS THAT GAVE RISE TO THE CLAIM OR SUIT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THIS LIMITATION APPLIES EVEN IF THE DAMAGES AVAILABLE TO YOU OR ANY OTHER CLAIMANT DO NOT FULLY COMPENSATE THEM FOR ANY OR ALL OF THEIR LOSSES OR LASERFICHE WAS ADVISED, KNEW OR SHOULD HAVE KNOWN, ABOUT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

14. Application of Limitations and Disclaimers to Consumers. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages with respect to consumers (i.e., a person acquiring goods otherwise than in the course of a business), so the exclusions set forth in Sections 12.3 and 13 above may not apply to you if you are a consumer. The limitations or exclusions of warranties and liability contained in this EULA do not affect or prejudice the statutory rights of a consumer. If you are a consumer, the limitations or exclusions of warranties and remedies contained in this Agreement shall apply to you only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction

where you are located.

15. Basis of Bargain. The warranty disclaimer in Section 12.3 and limitation of liability set forth in Section 13 are fundamental elements of the basis of the agreement between Laserfiche and you. Laserfiche would not be able to provide the Laserfiche Product on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of Laserfiche's Representatives.

16. Interoperability. To the extent required by applicable law, Laserfiche shall provide you with the interface information needed to achieve interoperability between the Software and another independently created program. Laserfiche will provide this interface information at your written request after you pay Laserfiche's licensing fees. You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Laserfiche makes such information available.

17. Audit Rights. During the term of this EULA and for 1 year thereafter, you agree that we or our designated agent may inspect and audit the use of the Laserfiche Product licensed by you, including inspecting and auditing your and your affiliates', and each of your and your affiliates' contractors', facilities, systems, and records, to verify compliance with this EULA. Any such inspection and audit will take place only during your and your affiliates' normal business hours and upon no less than 10 days prior written notice to you. Laserfiche will give you written notice of any non-compliance, including any underpayment of fees, and you will have 15 days from the date of such notice to make payment to Laserfiche for such underpayment. If the shortfall in the amount payable by you exceeds 5% of the total amount that would otherwise be payable by you, you will also pay us for the cost of such inspection and audit. You will promptly pay us for any amounts shown by such audit to be due and owing to us plus interest at 1.5% per month, or the maximum amount permitted by applicable law, whichever is lower, from the due date until paid. You agree to take reasonable steps to maintain complete and accurate records of the use of the Laserfiche Product sufficient to verify compliance with this EULA.

18. Miscellaneous

18.1 Waiver; Severability. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. All waivers by Laserfiche must be in writing to be effective. If any provision of this EULA is for any reason held unenforceable or invalid, then this EULA will be construed as if such provision were not contained in this EULA. No course of performance, course of dealing, or usage of trade will override the written terms of this EULA.

18.2 Entire Agreement and Order of Precedence. This EULA is the entire agreement between you and us regarding your use of the Laserfiche Product and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the License Requisition and (2) this EULA. Any agreement between you and Laserfiche's authorized reseller or distributor: (a) does not modify the terms and conditions of this Agreement, the License Requisition, or any document

comprising the License Requisition, and (b) does not create obligations for, or otherwise bind, Laserfiche.

- 18.3 Modifications to the EULA. If you install a new version of the Software, or any update, modification, or upgrade of the Software, the EULA applicable to the new updated, modified or upgraded version of the Software will modify this EULA upon such installation, if or to the extent that the new EULA is different than this EULA. A revised version of the EULA will be available at www.laserfiche.com/eula/home. By continuing to use the Software after the effective date of any modifications to this EULA, you agree to be bound by the modified terms.
- 18.4 Limitation on Actions. Any suit, claim, action or proceeding based on or related to this EULA, its terms, provisions or warranties, or arising out of its performance or breach, whether in contract or tort, must be instituted by you against us within 1 year after the occurrence of any 1 or more of the acts, omissions, facts, conduct, events, claims or allegations upon which the action, proceeding or claim is based. You waive the benefit of any statute of limitations which specifies a period longer than 1 year for filing an action or proceeding.
- 18.5 U.S. Government End Users. Laserfiche Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are part of the US Government or are a contractor for the U.S. Government, you shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.
- 18.6 Export Restrictions. You acknowledge that Laserfiche Software and Documentation may be subject to applicable U.S. and international import and export restrictions, including restrictions imposed by the U.S. Export Administration Regulations as well as end-user, end-use and destination restrictions issued by the U.S. government and the governments of other nations. You agree to comply with all applicable national and international laws that apply to the transport of the Software across national borders or to its use in any such jurisdiction.
- 18.7 Notices. Should you have any questions concerning this EULA, or if you desire to contact Laserfiche for any reason, please write to either: Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A. or notices@laserfiche.com.
- 18.8 Governing Law, Arbitration, Jurisdiction and Venue. If you acquired Laserfiche Software in a country or territory listed below, this table identifies your Laserfiche “**Licensor**,” the law that governs the EULA and the specific arbitration venue that have exclusive jurisdiction over any claim arising under this EULA. Except as otherwise specified below, you and your Licensor agree to arbitrate any and all disputes in any way related to this EULA by final and binding

arbitration as set forth below. You further waive the right to bring a class action against Laserfiche, or to serve as a representative of a class in a class action against Laserfiche, whether in arbitration or in court. This EULA will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. All arbitration proceedings will be held and a transcribed record prepared in English. The number of arbitrators shall be 1. The seat, or legal place, of arbitration shall be as indicated below. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorney's fees and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing nothing in this Addendum will be deemed to prevent Laserfiche/Licensor from seeking injunctive relief (or any other provisional remedy) from any court of competent jurisdiction as necessary to protect its rights pursuant to this EULA. The prevailing party in any suit will recover its reasonable attorney's fees and costs, including expert costs, from the other party.

Country or Territory: United States and its territories, Latin America (except Mexico), or the Caribbean

Licensor: **Compulink Management Center, Inc.**, 3545 Long Beach Blvd., Long Beach, CA 90807 USA

Governing Law: State of California, United States of America

Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

Country or Territory: Canada

Licensor: **Laserfiche Strategic Services Canada Corporation**, 306, 1 Valleybrook Drive, North York, Toronto, Ontario, M3B2S7 CANADA

Governing Law: State of California, United States of America

Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

Country or Territory: Mexico

Licensor: **Laserfiche Solutions Mexico, S. de R.L. De C.V.**, Av. Patria 2085, Piso Mezzanine, Colonia Puerta de Hierro, Zapopan, Jalisco, 45116 MEXICO

Governing Law: State of California, United States of America

Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

Country or Territory: Asia and Australia

Licensor: **Laserfiche International Limited**, 2307, Westlands Centre, 20 Westlands Road, Quarry Bay, HONG KONG

Governing Law: Hong Kong

Arbitration: The arbitration will be heard at the Hong Kong International Arbitration Centre in accordance with its Domestic Arbitration Rules in effect at the time of the arbitration.

Country or Territory: United Kingdom, European Union, and Eastern Europe
Licensor: **Laserfiche UK Services Ltd**, Unit 15B, Building 6, Croxley Green Business Park,
Hatters Lane, Watford WD18 8YH UNITED KINGDOM
Governing Law: Laws of England and Wales
Arbitration: The arbitration will be heard in London, United Kingdom at the London
International Arbitration Centre in accordance with its rules in effect at the time of the
arbitration.

Country or Territory: All other countries or territories
Licensor: **Compulink Management Center, Inc.**, 3545 Long Beach Blvd., Long Beach, CA 90807
USA
Governing Law: State of California, United States of America
Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in
accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of
the arbitration.

18.9 Legal Effect. This EULA describes certain legal rights. You may have other rights under the laws of your state or country. This EULA does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

18.10 Assignment. Neither this EULA, nor the rights or obligations arising under this EULA, are assignable by you, and any such attempted assignment or transfer shall be void and without effect. We may assign or transfer this Agreement without your consent.

18.11 Construction. The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word "including" means "including but not limited to." You agree that this EULA will not be construed against Laserfiche by virtue of having drafted them. The official text of this EULA (and any License Requisition, Addendum, or notice submitted hereunder) will be in English. The parties acknowledge that they require that this Agreement be drawn up in the English language only. Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en langage anglaise seulement. In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language.

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October 2018.



Laserfiche Software Support Plans

Laserfiche software support plans offer various technical support options and comprehensive professional service packages for Laserfiche on-premises and cloud systems. In addition to the benefits described in this policy (“**Support Plan Policy**”), software support plans provide tremendous cost savings and plenty of resources that maintain the health and performance of your Laserfiche solution.

All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche (“**Laserfiche Software Solution**”). Payment of Laserfiche software support plans should be made in accordance with the applicable requisition document(s) either directly to Laserfiche or an authorized Laserfiche Solution Provider. To learn more about Laserfiche software support plans, please refer to this Support Plan Policy, which may be updated from time to time.

NEW SYSTEMS

A customer that licenses a new system must subscribe for at least one year of a software support plan. Customers who license a perpetual system will receive an additional 30 days of software support plan at no cost. As such, the software support plan renewal date for perpetual systems will be 13 months from the invoice date. The software support plan bundled with Subscription and Cloud systems will auto-renew 12 months from the invoice date (“**Subscription Renewal Date**”). The license for an on-premises Subscription system will cease to work 30 days after the Subscription Renewal Date if payment is not made. Customers must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.

SOFTWARE SUPPORT PLAN OPTIONS

Laserfiche software requires a software support plan to receive benefits including technical support, access to the latest version releases, hotfixes and patches, online support resources and more.

To maximize your investment, Laserfiche offers a higher level of support through its premium level plans. Premium plans receive enhanced technical support through (a) direct webchat communication with Laserfiche support personnel, (b) priority attention for any Laserfiche Software Solution support cases submitted to the Laserfiche team, and (c) preferred pricing for Laserfiche Regional Training and the annual Laserfiche Empower Conference.

	Basic Required with Avante, bundled with Cloud	Basic Required with Rio, bundled with Subscription	Premium Upgraded service for Avante, Rio, Subscription, and Cloud basic support
Automatic access to new product update versions and hotfixes ¹	✓	✓	✓
Access to purchase additional software	✓	✓	✓
Software credit eligibility for product upgrades ²	✓	✓	✓

¹ To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.

² See Software Support Plan and Software Credit Eligibility section for details.

Laserfiche support case response times ³	24 business hours	24 business hours	4 business hours
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums	✓	✓	✓
Direct-to-Laserfiche webchat ⁴		✓	✓
Preferred pricing on Laserfiche Regional Training and the annual Laserfiche Empower Conference ⁵			✓

RENEWALS

Laserfiche Solution Providers will receive a renewal quote 90 days prior to the customer's renewal date. Solution providers will have up to 90 days leading to the customer's renewal date to (a) make adjustments to an existing configuration, then (b) notify Laserfiche of intent to renew upon the customer's explicit consent to move forward with the renewal quote. Upon confirmation, Laserfiche will provide an invoice for the upcoming renewal to the solution provider, who is committing to remit payment by the invoice due date.

If an expansion is quoted before renewal confirmation, then the corresponding software support plan will prorate to the customer's current expiration date. If an expansion is quoted after renewal confirmation, then the corresponding software support plan will prorate to the customer's future expiration date, taking into account the renewal commitment.

SOFTWARE SUPPORT PLAN AND SOFTWARE CREDIT ELIGIBILITY

Customers may apply software credit towards the purchase of a Laserfiche Software Solution of equal or greater value ("**Product Upgrades**"), where the amount credited is up to the total initial purchase price of the applicable Laserfiche Software Solution. Ancillary payments such as customer installation fees or extraneous professional services cost are not eligible for credit amounts.

Product Upgrade	Credit Awarded
Perpetual to Perpetual licensing (e.g., <i>Team or United to Avante/Rio or Avante to Rio</i>)	Software and remaining prepaid software support plan credit towards trade-in cost
Perpetual to Subscription-based licensing (e.g., <i>Avante/Rio to on-premises Subscription/Cloud</i>)	Remaining prepaid software support plan credit towards first-year subscription cost
Subscription-based to Perpetual licensing (e.g., <i>on-premises Subscription/Cloud to Avante/Rio</i>)	No credit given

To be eligible for software credit of a Product Upgrade, the software support plan associated with the new Laserfiche Software Solution must be of equal or greater value than the applicable software support plan associated with the Laserfiche Software Solution presented for trade-in. For example, if upgrading to Rio, the software support plan should be of equal or greater value than that of the Avante system being traded in. Multiple affiliated Laserfiche Software Solutions may be traded in for a single system, subject to Laserfiche approval.

If upgrading to subscription-based licensing, Laserfiche will credit the current prorated software support plan towards

³ Laserfiche HelpDesk allows solution providers to submit support cases to Laserfiche support engineers and availability is based on normal business hours, which are Monday through Friday, 6:00AM to 6:00PM U.S. Pacific Time, excluding public holidays.

⁴ Webchat is a direct line of communication for your designated support personnel to chat with Laserfiche support engineers available Sunday 6:00PM through Friday 6:00PM US Pacific Time, excluding public holidays.

⁵ Receive 50% off Empower registration fees and buy two registrations get one free for Regional Training.

first-year subscription costs upon receipt of a signed Laserfiche Letter of Removal (LOR), which acknowledges forfeiture and removal of the perpetual Laserfiche Software Solution being traded in.

If the software support plan is expired at the time of request for a perpetual to perpetual licensing Product Upgrade, the software support plan subscription must be reinstated prior to trade-in to qualify for maximum software credit. If the software support plan was expired for less than one year when upgrading, the end user must pay the Reinstatement Fee (as defined below) to receive 100% software credit. If the software support plan is expired for more than one year when upgrading and the end user does not pay the Reinstatement Fee, the following partial software credit will be applied:

Expired Software Support Plan Duration	Software Credit Awarded
1 – 2 years	60%
2 – 4 years	40%
4 – 5 years	20%
5+ years	0%

MAINTAINING SOFTWARE SUPPORT PLANS

In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, you must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that your software support plan is expired for more than 45 days, the plan will need to be reinstated as described in this Section and an additional reinstatement fee will apply (“**Reinstatement Fee**”). The total “**Reinstatement Cost**” includes one year of the software support plan in addition to the Reinstatement Fee. The reinstated software support plan will be valid for one year from the date the renewal invoice with the reinstatement fee was submitted.

The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

Reinstatement Fee example:

The annual software support plan expired on 1/1/19 and the renewal invoice is \$1,000.

On 8/25/2019, the customer chooses to reinstate their expired software support plan. In this example, the software support plan has lapsed for 236 days (1/1/2019 – 8/25/2019).

Reinstatement Fee calculation:

Year(s) lapsed = number of days lapsed / 365 days

$$236 / 365 = 0.6466$$

Value of lapsed support period = annual renewal amount * year(s) lapsed

$$\$1,000 * 0.6466 = \$646.58$$

Reinstatement Fee = 10% markup * value of lapsed support period

$$1.1 * \$646.58 = \$711.24$$

Total Reinstatement Cost = Reinstatement Fee + annual renewal amount

$$\$711.24 + \$1,000 = \$1,711.24$$

*Please note that customers who transition from a perpetual Team, United, Avante, or Rio system to either Laserfiche Subscription or Laserfiche Cloud and want to return to their perpetual system will not be charged a Reinstatement Fee.

Terms and Conditions

Laserfiche Software Support Plans do not include support for installation, configuration, customizations, preventative maintenance, integrations, migration, deinstallation, support for other software applications, or relocation services to Laserfiche Software. Software Support Plans strictly excludes coverage for malfunctions, problems and related service requests that are caused by: (a) alterations, additions, deletions, adjustments, or repairs unless directly caused by Laserfiche, its employees, Solution Providers, or subcontractors approved by Laserfiche in writing, or (b) defects, malfunctions or other problems in your hardware or non-Laserfiche software products, or your configurations, integrations, applications or customizations. Software Support Plans will not cover the service or repair of any system or component that has been damaged as a result of: (i) accident, misuse, neglect, failure to follow instructions for proper use, care or cleaning of your hardware or Laserfiche Software Solution; (ii) a force majeure event including, but not limited to, lightning, flooding, tornados, earthquakes, hurricanes, strikes, civil disturbances, terrorism or war; (iii) failure due to external factors such as accidents, fires, failures or fluctuations of electrical power or air conditioning, criminal activity, hacking or malicious interference with internet or telecommunications systems, and other acts or events beyond Laserfiche's control; (iv) abuse or excessive wear and tear; (v) third-party software, software configurations, applications, emails, downloads or any data files, worms or viruses that may corrupt your Laserfiche software or your other systems; or (vi) the moving of your system from one geographic location to another or from one purchaser or entity to another. Before requesting services from Laserfiche, it is your responsibility to back up the software and data on your hard disk drive and on any other storage device(s) in the system.

Packet Information

File #: TMP-1400, **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 2019 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 May 2019, the City of Lee's Summit, Missouri ("City") was awarded \$70,924.00 from the Midwest HIDTA award. Under the proposed memorandum of understanding, the City designates 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, 2019 and finishes December 31, 2020.

Impact/Analysis:

This continued 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 Committee Motion:

I move to recommend to 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.

Major Mike Childs, Police Department

Staff recommend 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.

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 2019 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 and incorporated by reference, is approved and the Mayor is 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

May 29, 2019

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 2019 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 2019 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 #: G19MW0003A

Initiative: Kansas City Overland Park DEA Task Force

Award Maximum: \$70,924.00

Award Period: January 1, 2019 - December 31, 2020

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

G19MW0003A
01-01-2019 / 12-31-2020
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 supplinting 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.ks.gov

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 Mike Childs
Lee's Summit Police Department
10 NE Tudor
Lee's Summit, MO 64086
816-969-1777
michael.childs@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 2019 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	33	1	34
Non-Co-Located	0	0	0
Total	33	1	34

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
1	Financial Analyst	Contractor - Maximus	No	Yes	Yes
3	Group Supervisor	Drug Enforcement Administration	No	Yes	Yes
1	Intelligence Analyst	Contractor	Yes	Yes	Yes
1	Intelligence Analyst	Kansas National Guard	No	Yes	Yes
3	Intelligence Research Specialist	Drug Enforcement Administration	No	Yes	Yes
14	Special Agent	Drug Enforcement Administration	No	Yes	Yes
1	Special Agent	United States Internal Revenue Service	No	Yes	No
1	Task Force Officer	Belton, MO Police Department	Yes	Yes	Yes
2	Task Force Officer	Independence, MO Police Department	Yes	Yes	Yes
1	Task Force Officer	Johnson County, KS Sheriffs Office	No	Yes	Yes
2	Task Force Officer	Kansas City, KS Police Department	No	Yes	Yes
1	Task Force Officer	Lees Summit, MO Police Department	No	Yes	Yes
1	Task Force Officer	Lees Summit, MO Police Department	Yes	Yes	Yes
1	Task Force Officer	Overland Park, KS Police Department	No	Yes	Yes

3. INITIATIVE BUDGET

FY 2019 Request for initiative: **\$520,901.00**

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	2015 - 2017 Average	2016 Actual	2017 Actual	2019 Expected
Drug Trafficking Organizations				
International DTOs	1	2	2	
Multi-State DTOs	3	5	0	
Local DTOs	1	1	0	
TOTAL	5	8	2	6
Money Laundering Organizations				
International MLOs	0	0	1	
Multi-State MLOs	1	1	0	
Local MLOs	0	0	0	
TOTAL	1	1	1	0
GRAND TOTAL	6	9	3	6

Kansas City/Overland Park DEA Task Force: On 2/14/19, DEA ASAC Erik Smith related that the "expected" number of DTO disruptions/dismantlements for FY-2019 should be increased to six. The initial expectation based on averages of prior years was a total of 4 - 3 DTOs & 1 MLO).

Drug Seizures				
Drug Seizures (Units)	2015 Actual	2016 Actual	2017 Actual	2015 - 2017 Average
Cocaine (kg)	0.932	13.068	3.287	5.762
Crack (kg)	0.000	0.078	0.000	0.026
Hashish (kg)	0.000	0.112	0.010	0.041
Heroin (kg)	1.216	3.065	0.083	1.455
Hydrocodone (DU)	341.000	177.000	0.000	172.667
Ice (kg)	141.351	104.067	73.408	106.275
Ketamine (DU)	24273.000	0.000	0.000	8091.000
Marijuana (kg)	0.911	6.612	0.000	2.508
Marijuana, Sinsemilla high-grade (kg)	0.000	6.020	1.363	2.461
Methamphetamine (kg)	14.493	4.634	0.000	6.376
Oxycodone (kg)	0.000	0.038	0.000	0.013
Oxycodone (DU)	753.000	58.000	8.000	273.000
PCP (kg)	0.000	14.180	0.115	4.765
Prescription Drugs (DU)	2234.000	0.000	0.000	744.667
Steroids (DU)	25.000	5485.000	0.000	1836.667
Vicodin (DU)	756.000	0.000	0.000	252.000

Cash and Other Asset Seizures				
	2015 Actual	2016 Actual	2017 Actual	2015 - 2017 Average
Cash Assets	\$773,315.00	\$584,445.00	\$129,732.00	\$495,830.67
Other Assets	\$167,394.00	\$126,881.00	\$21,900.00	\$105,391.67
Total Assets Seized	\$940,709.00	\$711,326.00	\$151,632.00	\$601,222.33

Analytical Support				
Output	2015 Actual	2016 Actual	2017 Actual	2019 Expected
HIDTA Cases Provided Analytical Support	65	46	5	0

Kansas City/Overland Park DEA Task Force: The intelligence analysts in this initiative fall under the Midwest HIDTA ISC (together they comprise DEA Group 49). Based on this situation, all analytical case support statistics are reported by the ISC.

OTHER INITIATIVE OUTPUTS AND OUTCOMES

Law Enforcement Activity			
Other Outputs	2015 Actual	2016 Actual	2017 Actual
Arrests	81	133	57
Wiretaps (Lines)	0	22	34
Firearms Seized	41	55	11

Budget Detail

2019 - Midwest

Initiative - Kansas City/Overland Park DEA Task Force

Award Recipient - Kansas Bureau of Investigation (G19MW0003A)

Resource Recipient - Kansas Bureau of Investigation

Input* *\$450,659.00

Personnel	Quantity	Amount
------------------	-----------------	---------------

Investigative - Law Enforcement Officer	4	\$146,559.00
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Total Personnel	4	\$146,559.00
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Fringe	Quantity	Amount
---------------	-----------------	---------------

Investigative - Law Enforcement Officer	4	\$42,823.00
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Total Fringe	4	\$42,823.00
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Overtime	Quantity	Amount
-----------------	-----------------	---------------

Investigative - Law Enforcement Officer	6	\$76,688.00
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Total Overtime	6	\$76,688.00
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Services	Quantity	Amount
-----------------	-----------------	---------------

Communications - mobile phones & pagers		\$3,740.00
---	--	------------

Contractor - Analyst - Intelligence	1	\$72,000.00
-------------------------------------	---	-------------

Vehicle lease - passenger	6	\$45,000.00
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Total Services	7	\$120,740.00
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Supplies	Amount
-----------------	---------------

Investigative/Operational	\$22,880.00
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Budget Detail

2019 - Midwest

Initiative - Kansas City/Overland Park DEA Task Force

Award Recipient - Kansas Bureau of Investigation (G19MW0003A)

Resource Recipient - Kansas Bureau of Investigation

<i>Input</i>	<i>\$450,659.00</i>
Office	\$40,969.00
Total Supplies	\$63,849.00
Total	\$450,659.00

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: _____

View Burden Statement

OMB Number: 4040-0007
Expiration Date: 02/28/2022**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.

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

View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

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.

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 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).
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.
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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.
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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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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.

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

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input 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="HIDTA"/> CFDA Number, if applicable: <input type="text" value="95.001"/>
8. Federal Action Number, if known: <input type="text" value="G199W0003A"/>	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:**
***Name:** Prefix: * First Name: Middle Name:
 * Last Name: Suffix:
Title: **Telephone No.:** **Date:**

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-87)

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 #1903
Ordinance #

Invoice for the month of:

2019 Funding Year 01/01/19 to 12/31/20

Initiative: Kansas City/Overland Park DEA Task Force G19MW0003A

Enter Data in This

CFDA # 95.001


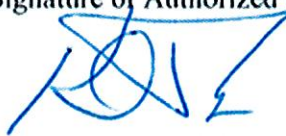
Column only

Category	2019 Allocation	Cumulative Expenses through	Expenditures This Month	Remaining Balance
Personnel	\$ 35,000.00			\$ 35,000.00
Fringe	\$ 12,000.00			\$ 12,000.00
Overtime	\$ 12,609.00			\$ 12,609.00
Cell Phone				\$ -
Vehicle Lease	\$ 7,500.00			\$ 7,500.00
Supplies/Fuel	\$ 3,815.00			\$ 3,815.00
Total	\$ 70,924.00	\$ -	\$ -	\$ 70,924.00

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

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

Please attach all supporting documents

Executive Office of the President Office of National Drug Control Policy		Grant Agreement	
1. Recipient Name and Address Kirk D. Thompson Kansas Bureau of Investigation 1620 SW Tyler Topeka, KS 66612-1837		4. Award Number (FAIN): G19MW0003A	
		5. Period of Performance: From 01/01/2019 to 12/31/2020	
2. Total Amount of the Federal Funds Obligated: \$3,801,740		6. Federal Award Date: April 22, 2019	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency \$3,801,740		8. Supplement Number	
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>		9. Previous Award Amount:	
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>		10. Amount of Federal Funds Obligated by this Action: \$3,801,740.00	
		11. Total Amount of Federal Award: \$3,801,740.00	
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.			
13. Statutory Authority for Grant: <i>Public Law 116-6</i>			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official Director Kirk D. Thompson Kansas Bureau of Investigation	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date  4/25/2019	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 150943496 EIN: 14860299251.2		19. HIDTA AWARD <i>OND1070DB1920XX OND6113</i> <i>OND2000000000 OC 410001</i>	

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 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
	Higher														
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															
Degree of management process ownership/control	Highly knowledgeable & familiar			Average familiarity			Staff are new or unfamiliar								
Workload Stress	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								
	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															
Transaction Frequency	Extensive transactions (1000+)			Many transactions (100+)			Few transactions (10+)								
Individual transaction sizes	Systematic/recur on a regular basis			Happens periodically/cyclically			Happens infrequently or rarely								
Impact of estimates on financial reporting transactions	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)								
	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/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	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 (2 C.F.R. Part 200, Subpart F)

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 01/01/2019 to 12/31/2020 in the amount of \$70,924.00.

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 \$750,000 in federal awards annually.
 - c) Other (please explain): _____

Packet Information

File #: TMP-1401, **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 \$63,470.00 from the 2019 High Intensity Drug Trafficking Area (HIDTA) funding that is administered locally through KBI.

Background:

The Office of National Drug Control Policy ("ONDCP") has awarded 2019 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 May 2019, the LSPD was awarded \$63,470.00, 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 designates 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, 2019 and finishes December 31, 2020.

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 Committee Motion:

I move to recommend to 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.

Major Mike Childs, Police Department

Staff recommends 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.

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 2019 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 \$63,470.00 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 incorporated by reference, is approved and the Mayor is 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

May 29, 2019

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 2019 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 #: G19MW0003A

Initiative: Kansas City FBI Combined Task Force

Award Maximum: \$63,470.00

Award Period: January 1, 2019 - December 31, 2020

Sincerely,

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

G19MW0003A
01-01-2019 / 12-31-2020
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).

G19MW0003A

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.ks.gov

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 Mike Childs
Lee's Summit Police Department
10 NE Tudor
Lee's Summit, MO 64086
816-969-1777
michael.childs@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 2019 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	26	0	26
Non-Co-Located	1	0	1
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
1	Special Agent	Federal Bureau of Investigation	No	No	Yes
11	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 2019 Request for initiative: **\$204,930.00**

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	2015 - 2017 Average	2016 Actual	2017 Actual	2019 Expected
Drug Trafficking Organizations				
International DTOs	2	3	2	
Multi-State DTOs	0	0	0	
Local DTOs	0	0	1	
TOTAL	2	3	3	6
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	2	3	3	6

Kansas City FBI Combined Task Force: Expected number of disruptions/dismantlements increased from 3 to 6 for FY-19, based on information received from SSA Menzel (Task Force Commander) on 3/13/19.

Drug Seizures				
Drug Seizures (Units)	2015 Actual	2016 Actual	2017 Actual	2015 - 2017 Average
Cocaine (kg)	8.772	0.732	2.618	4.041
Ecstasy (DU)	250.000	0.000	0.000	83.333
Heroin (kg)	15.235	0.000	0.210	5.148
Ice (kg)	18.952	0.000	1.140	6.697
Marijuana (kg)	228.123	0.053	0.000	76.059

Drug Seizures				
Drug Seizures (Units)	2015 Actual	2016 Actual	2017 Actual	2015 - 2017 Average
Marijuana, Sinsemilla high-grade (kg)	353.365	0.000	0.351	117.905
MDMA (DU)	0.000	0.000	957.000	319.000
Methamphetamine (kg)	57.246	12.569	0.000	23.272
Oxycodone (DU)	6094.000	0.000	0.000	2031.333
OxyContin (DU)	114.000	0.000	0.000	38.000
PCP (kg)	5.345	0.000	0.000	1.782
Prescription Drugs (DU)	10.000	0.000	0.000	3.333

Cash and Other Asset Seizures				
	2015 Actual	2016 Actual	2017 Actual	2015 - 2017 Average
Cash Assets	\$320,729.00	\$22,680.00	\$529,255.00	\$290,888.00
Other Assets	\$493,875.00	\$0.00	\$132,450.00	\$208,775.00
Total Assets Seized	\$814,604.00	\$22,680.00	\$661,705.00	\$499,663.00

Analytical Support				
Output	2015 Actual	2016 Actual	2017 Actual	2019 Expected
HIDTA Cases Provided Analytical Support	0	11	9	6

Fugitives Apprehended				
Output	2015 Actual	2016 Actual	2017 Actual	2019 Expected
Fugitives	0	0	0	0

OTHER INITIATIVE OUTPUTS AND OUTCOMES

Law Enforcement Activity			
Other Outputs	2015 Actual	2016 Actual	2017 Actual
Arrests	69	17	68
Wiretaps (Lines)	0	7	19
Firearms Seized	27	16	62

Budget Detail

2019 - Midwest

Initiative - Kansas City FBI Combined Task Force

Award Recipient - Kansas Bureau of Investigation (G19MW0003A)

Resource Recipient - Lee's Summit Police Department

Input ***\$63,470.00***

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

Supplies	Amount
Office	\$5,770.00
Total Supplies	\$5,770.00

Total **\$63,470.00**

Midwest HIDTA Equipment Inventory
Additions/Transfers/Disposals

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

View Burden Statement

OMB Number: 4040-0007
Expiration Date: 02/28/2022**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.

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

View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009

Expiration Date: 02/28/2022

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).
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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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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	

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 #1904 Ordinance #

Invoice for the month of: _____

2019 Funding Year 01/01/19 to 12/31/20

Initiative: Kansas City FBI Combined Task Force G19MW0003A

CFDA # 95.001

Enter Data in This

Column only

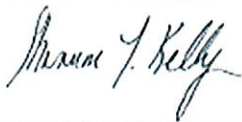
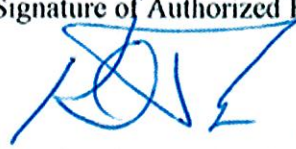
Category	2019 Allocation	Cumulative Expenses through	Expenditures This Month	Remaining Balance
Personnel	\$ 41,008.00			\$ 41,008.00
Fringe	\$ 16,692.00			\$ 16,692.00
Supplies	\$ 5,770.00			\$ 5,770.00
Total	\$ 63,470.00	\$ -	\$ -	\$ 63,470.00

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		Grant Agreement	
1. Recipient Name and Address Kirk D. Thompson Kansas Bureau of Investigation 1620 SW Tyler Topeka, KS 66612-1837		4. Award Number (FAIN): G19MW0003A	
		5. Period of Performance: From 01/01/2019 to 12/31/2020	
2. Total Amount of the Federal Funds Obligated: \$3,801,740	6. Federal Award Date: April 22, 2019	7. Action: Initial	
2A. Budget Approved by the Federal Awarding Agency \$3,801,740	8. Supplement Number		
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount:		
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$3,801,740.00		
	11. Total Amount of Federal Award: \$3,801,740.00		
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.			
13. Statutory Authority for Grant: <i>Public Law 116-6</i>			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official Director Kirk D. Thompson Kansas Bureau of Investigation	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date  4/25/2019	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 150943496 EIN: 1486029925L2		19. HIDTA AWARD <i>OND1070DB1920XX OND6113</i> <i>OND2000000000 OC 410001</i>	

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					
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/recr 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/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	No findings related to this process	Some findings, though insignificant in scale/impact	Reportable conditions, material weaknesses & non-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 (2 C.F.R. Part 200, Subpart F)

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 01/01/2019 to 12/31/2020 in the amount of \$63,470.00.

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 \$750,000 in federal awards annually.
 - c) Other (please explain): _____

Packet Information

File #: TMP-1415, Version: 1

An Ordinance approving the award of Bid No. 2020-034 for Fire Station # 6 roof replacement to Greenriver Roofing and Construction, Inc. and authorizing the City Manager to enter into and execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri.

Issue/Request:

An Ordinance approving the award of Bid No. 2020-034 for Fire Station # 6 roof replacement to Greenriver Roofing and Construction, Inc. and authorizing the City Manager to enter into and execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri.

Background:

The current roof on Fire Station #6 is over 21 years old and has a great deal of deterioration. The roof is now due for replacement. The new roof replacement project cost is \$55,097.01 and therefore requires City Council approval before it can proceed. This will be a BERP funded project.

Key Issues:

The Procurement and Contract Services Division formally solicited Bid No. 2020-034 for Fire Station # 6 roof replacement via its' e-bidding service Public Purchase.

One hundred and twenty nine (129) potential bidders were notified via the City's e-bidding service, Public Purchase. The advertisement for the formal bid was also posted on the City's website. Public Purchase Report Records show that forty one (41) potential firms accessed the online bid document 2020-034.

Upon the bid opening date of October 25, 2019, the Procurement and Contract Services Division received four (4) bids. The Project Manager from Central Building Services Division evaluated the bids received and the attached bid tabulation. Based on the critical need for such service, the Project Manager deemed it necessary to recommend the lowest and most responsive bidder, which was Greenriver Roofing and Construction Inc.

If awarded, the bid tabulation amounts identified shall lock in unit prices identified for both labor and material for the roof replacement project.

Proposed Committee Motion:

I move to recommend to City Council for approval of an Ordinance approving the award of Bid No. 2020-034 for Fire Station # 6 roof replacement to Greenriver Roofing and Construction, Inc. and authorizing the City Manager to enter into and execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri.

Ryan A. Elam, Director of Development Services

Staff recommends approval of An Ordinance approving the award of Bid No. 2020-034 for Fire Station # 6 roof replacement to Greenriver Roofing and Construction, Inc. and authorizing the City Manager to enter into and execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri.

BILL NO. 19-xxx

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2020-034 FOR FIRE STATION # 6 ROOF REPLACEMENT TO GREENRIVER ROOFING AND CONSTRUCTION, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AGREEMENT FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the existing roof on Fire Station #6 is in a current state of deterioration and is need of replacement; and,

WHEREAS, the City of Lee's Summit, through the Procurement and Contract Services Division formally solicited Bid No. 2020-034 on October 10, 2019 to replace the roof; and,

WHEREAS, Bids were opened on October 25, 2019; and,

WHEREAS, City determined that Greenriver Roofing and Construction, Inc. was the lowest qualified and responsible bidder.

WHEREAS, the contract amount includes the base bid amount as shown in the contract documents.

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 Bid No. 2020-034 to Greenriver Roofing and Construction, Inc., in the amount of \$55,097.01.

SECTION 2. The Agreement by and between the City and Greenriver Roofing and Construction, Inc., for the purpose of replacing the roof at Fire Station #6 as described in Contract No. 2020-034, a true and accurate copy of the same being attached hereto as "Exhibit A" and incorporated herein by reference be and is hereby approved, and the City Manager is hereby authorized to execute such Agreement by and on behalf of the City.

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*

BILL NO. 19-xxx

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 Council of Management and Operations
Daniel R. White

This bid tabulation and only reflects the reading of the bids and not the evaluation process of bids received.

BID NUMBER: 2020-034

PROJECT: Roof for Station 6

OPENS: October 25, 2019 @ 3:00 PM

	BIDDER	BIDDER	BIDDER	BIDDER
	Green River	Tailor Made	Schwicker's Techta	Delta Innovative
Total Labor Cost	\$22,662.00	\$69,380.04	\$116,250.34	\$118,736.00
Total Material Cost	\$32,435.01	\$50,426.56	\$50,655.66	\$59,264.00
Total Maximum Cost:	\$55,097.01	\$119,806.60	\$166,906.00	\$178,000.00
Addition Pricing				
% markup for material	10%	28%	10%	15%
Additional Plywood decking per square foot	\$1.57	\$1.96	\$12.00	\$8.00
Additional insulation per square foot	\$1.50	\$3.35	\$21.00	\$3.00
workmanship warranty	2 year	1 year	----	2 year
manufacturer warranty	40 year	attached	----	20 year
tax exempt	yes	yes	yes	yes
number days to complete	15	21	21	21

* JR & Co. Roofing Contractors-deemed unresponsive, did not submit addendum

OPENED BY: ddt



BID # 2020-034

PROJECT: Roof for Fire Station 6

CONTRACT # 2020-034

THIS CONTRACT, made and entered into this ___ day of _____, 20___, by and between the City of Lee's Summit, a Missouri Constitutional Charter City, (hereinafter "City") and Green River Roofing and Construction, Inc., (hereinafter "Contractor").

RECITALS

THAT WHEREAS, the City prepared bid # 2020-034 (hereinafter the "Bid") for construction and related services for the Roof at Fire Station 6 (hereinafter the "Project"). Said Bid issued by the City is incorporated by reference as if fully set forth herein, and,

WHEREAS, the Contractor, in response to the invitation to bid, submitted to the City a proposal for the work to be performed on the Project pursuant to the Bid, and said proposal is attached hereto and incorporated by reference as if fully set forth herein (hereinafter "Contractor's Proposal"), and,

WHEREAS, the City has opened, examined and canvassed the Bids submitted, and as a result of such canvass, has selected the Contractor to construct said improvements for the sum or sums named in the Contractor's Proposal;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that the parties to these presents, in consideration of the compensation to be paid to the Contractor, and of the mutual agreements herein contained, have agreed and hereby agrees the City for itself, and its successors and the Contractor for itself, himself, or themselves, its, his or their successors and assigns, or its, his or their executors and administrators as follows:

ARTICLE I. The Contractor will furnish, at its own cost and expense, all superintendence, labor, tools, equipment and materials required, and complete in a good first class and workmanlike manner, the work as designated, described and required by the specifications for the Project as set forth in the Bid and Contractor's Proposal, with all work to be done to the entire satisfaction of the City.

ARTICLE II. The City will pay the Contractor for the performance of this Contract in current funds, for the total quantities of work performed at the base bid price stipulated in Contractor's Proposal for the work completed, subject to additions and deductions as provided for in the Bid's General Conditions and General Requirements. The total contract price for work included in the Contract is the sum of Fifty Five Thousand Ninety Seven Dollars and One Cent (\$55,097.01), for all work covered by and designated in the Bid. Payment to the Contractor shall be made in the manner and as specified in the Bid's General Conditions and Contractor's Proposal forming a part hereof.

ARTICLE III. The Contractor will commence work after receiving a signed Notice to Proceed from the City and follow the construction schedule as set forth in the Instructions to Bidders and the General Requirements of the Bid, and will complete all work covered by this contract within consecutive calendar days, from and after said date of execution.

ARTICLE IV. The Contractor shall comply with all of the terms and conditions of the Bid, including but not limited to the General Conditions and General Requirements of the Bid, which are incorporated herein by reference as though fully set forth. In conformity with the General Requirements of the Bid, the amount of liquidated damages for this Contract shall be \$00.00 per calendar day.

ARTICLE V. Prevailing Wage:

☒ Prevailing Wage does not Apply to this Contract.

☐ Prevailing Wage Applies to this Contract: The wages for all work under this contract shall comply with requirements of the Prevailing Wage Law of the State of Missouri, Missouri Public Law 290.210. The City will withhold 10% retainage until final completion and acceptance by the City of the project. Contractor shall provide certified copies of payroll with each invoice. No less than the prevailing hourly rate of wages specified shall be paid to all workers employed by contractor and any subcontractor under him. Contractor shall forfeit as a penalty to the City of Lee's Summit, Missouri, one hundred (\$100.00) dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said rate for work done. Final payment is contingent upon receipt by the City of an executed affidavit, attached hereto, stating that the contractor has fully complied with the prevailing wage law. No final payment can be made unless and until this affidavit is filed in proper form and order.

Article VI. Independent Contractor: At all times Contractor shall be an independent contractor of the City. Both City and Contractor agree that nothing herein is intended or shall be deemed to create an employer-employee relationship between the City and Contractor of any kind.

IN WITNESS, the City has caused this Contract to be executed, and the Contractor has executed counterparts of this Contract in the prescribed form and manner, the day and year first above written.

Stephen A. Arbo, City Manager

Date

ATTESTED:

Office of the City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Green River Roofing
Company Name

[Signature]
Company Authorized Signature

President 11/8/19
Title Date

Dennis Bresette
Type or Print the Name of Authorized Person

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1087 Phone 816-969-1081 Fax
deedee.tschirhart@cityofls.net

INVITATION FOR BID NUMBER 2020-034

The City of Lee's Summit will accept bids from qualified persons or firms interested in providing the following:

**NEW ROOF FOR THE CITY OF LEE'S SUMMIT FIRE STATION #6
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM
PRIOR TO THE OPENING DATE OF OCTOBER 25, 2019 AT 3:00 P.M. LOCAL TIME**

There will be a pre-bid conference on October 18, 2019, at 10:30 AM local time in the Finance and Procurement Conference Room, City Hall, 220 S.E. Green St. A site tour will be conducted immediately following.
All interested bidders are encouraged to attend.

The cutoff date for any questions for this bid is Monday, October 21, 2019 at Noon, Local Time.

The City reserves the right to reject any and all bids, to waive technical defects, and select the bid(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 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.

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.

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.

Green River Roofing and Construction Inc
Company Name
1304 SW Market St
Address
Lees Summit, MO, 64081
City/State/Zip
816-246-4772 816-524-7450
Telephone # Fax #
greenvrroofig@yahoo.com
E-mail

Dennis Bresette
Authorized Person (Print)
[Signature]
Signature
President
Title
10/16/19 27-4279103
Date Tax ID #
Corporation
Entity Type
01107547
Missouri Charter Number or Exemption Number

INVITATION FOR BID NUMBER: 2020-034

The City of Lee's Summit will accept electronically submitted bids from interested companies in providing the following: tear off/removal of the current roof and installation of a new roof at the City of Lee's Summit Fire Station #6. Bids must be received electronically into Public Purchase by 3:00 PM Local time, on October 25, 2019, at which time they will be opened and read aloud publicly in the Finance and Procurement Conference Room at City Hall, 220 SE Green Street, Lee's Summit, MO 64063.

Bidding documents and any addendums are available by accessing the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicInfo>. Bidders needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.

Prevailing Wage- Pursuant to RSMo. §290.340.5(2), effective August 28, 2018, prevailing wage shall only apply to this Agreement to the extent that the engineer's estimate or the bid accepted by the City of Lee's Summit for the total project cost is in the amount of \$75,000.00 or more. Change Orders which increase the project amount over \$75,000.00 shall be subject to the provisions of §290.340.7. The City reserves the right to reject any and all bids, to waive technical defects and to select the bid(s) deemed most advantageous to the City. No Bidder may withdraw his bid for a period of sixty (60) days after the official bid opening date.

There will be a pre-bid conference on October 18, 2019, at 10:30 AM local time in the Finance and Procurement Conference Room, City Hall, 220 S.E. Green St. A site tour will be conducted immediately following. All interested bidders are encouraged to attend. Please direct all questions regarding this bid to the Procurement Officer listed below.

DeeDee Tschirhart, Senior Procurement Officer

SCOPE: The City of Lee's Summit, Missouri is soliciting bids from qualified persons or firms to provide tear off/removal of the current roof and installation of a new roof at the City of Lee's Summit Fire Station #6 located at 101 NE Blackwell Rd. in Lee's Summit, MO. The successful bidder shall be required to provide all labor, materials and equipment to perform the work. If awarded, a one-time contract in the form of a Purchase Order shall be issued.

1.0 INSTRUCTIONS TO BIDDERS:

1.1 Qualifications of Bidders: All work must be performed by skilled, experienced, personnel directly employed, supervised, and trained to work with materials and equipment of the trade in a safe workmanlike manner.

1.1.1 Bidders shall include the following with the submitted bid documents:

- o Lists of References and Experience on form provided
- o List of subcontractors and major suppliers on form provided

1.1.2 If requested, Bidder shall submit, within five days of request, written evidence such as financial data, previous experience, present commitments, and such other data as may be needed by City to determine Bidder's qualifications.

1.2 Questions/Clarifications: Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing to the Procurement Officer listed on the cover page of this Solicitation and with sufficient time allowed for a reply to reach bidders before the submission of their bids.

1.2.1 Oral explanation or instruction given before the award of the contract will not be binding.

1.2.2 Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the solicitation issued by the Procurement and Contract Services Division, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.

1.2.3 All questions shall be submitted and potentially answered via correspondence to the Procurement Officer listed on the cover page. If there is significant information deemed necessary to be communicated to all potential bidders by the Procurement Officer conducting this solicitation, Addendum(s) will be issued and distributed to interested bidders via email.

1.2.4 All questions/clarifications shall be submitted no later than Monday October 21, 2019, at Noon local time.

1.3 Examination of Bid Documents, Site and Other Related Data: It is the responsibility of each Bidder before submitting a Bid to:

1.3.1 Examine and carefully study the bidding documents and any other data identified in the document and to request written interpretation or clarifications immediately upon discovering any conflicts, ambiguities, errors, or omissions;

1.3.2 Visit the Work Site and become familiar with and with the area, measurements, local labor conditions, and all laws, regulations, and other factors affecting performance of the work. Interested Bidders should Contact Ron Johnson at 816-969-1860 to establish a mutually agreed upon date and time to see area no later than three (3) business days before the bid opening date and time.

1.4 Contract Time: The number of calendar days within which, or the dates by which, the Work is to be completed and ready for final payment is 21 business days from receipt of Purchase Order.

1.5 Substitute Items: The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the effective date of the contract.

1.6 Preparation of Bid:

1.6.1 Goods and/or services required for this contract qualify for exemption from taxes in accordance with RSMo Section 144.062 as well as in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes. If your company/firm is located outside the State of Missouri and is unable to honor the City of Lee's Summit's State of Missouri tax exempt status, all pricing submitted shall include any and all applicable taxes.

1.6.2 Bids submitted on separate forms are not acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City Procurement and Contract Services Division Manager may result in the rejection of your bid.

1.6.3 In submitting bids, bidder agrees that the City of Lee's Summit shall have 90 calendar days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.

1.6.4 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.

1.7 Submission of Bids:

1.7.1 Submit all Pages of this complete bid document (bidders to keep copy of bid submitted)

1.7.2 Bids and addendum(s) shall be submitted on or before the bid closure date and time.

- 1.7.3 Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
- 1.7.4 Bids submitted on separate forms are not acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City Procurement and Contract Services Division Manager may result in the rejection of your bid.
- 1.8 **Late Bids and Modifications:** It is the responsibility of the bidder to upload his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid closing date and time. Bids will NOT be accepted after the date and time of closing under any circumstances.
- 1.9 **Bid Rejection:** The City reserves the right to reject any and all bids, to waive technical defects in bids and to select the bid deemed most advantageous to the City.
- 1.10 **Evaluation of Bids and Award:** Award consideration will be based on:
- 1.10.1 **Price:** The lowest and best price for service, as specified, will be considered in evaluating this bid.
 - 1.10.2 **References and Experience:** Consideration will be given to the length of time the company has been in operation, providing similar services; past performance history, and references.
 - 1.10.3 Whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and/or other data, as may be requested in the Invitation for Bid.
 - 1.10.4 Any award of a contract resulting from this Invitation for Bid will be made only by written authorization from the City Manager.
 - 1.10.5 Any Contract Awarded pursuant to this bid shall be subject to the Terms & Conditions located on Pages 13-18. Any bid conditioned on conflicting Terms & Conditions may be rejected.

2.0 GENERAL REQUIREMENTS:

- 2.1 **Licenses and Permits:** The successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services Division to be kept in the bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the bidder. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.
- 2.2 **Compliance:** The following items shall be provided by the successful bidder to the City of Lee's Summit Procurement and Contract Services Division:
- 2.2.1 Provided with Bid submittal:
 - List of References and Experience on form provided
 - List of subcontractors and major suppliers on form provided
 - List of Personnel Qualifications
 - Executed Addendum(s), if applicable
 - 2.2.2 Provided prior to the issuance of a contract:
 - Business License
 - Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability.
 - Work Authorization Affidavit
 - E-Verify Signature Page
 - W-9 (new vendor only)
 - Vendor Information Form (new vendor only)
 - 2.2.3 Provided with Applications for Payment:
 - Pay Application
 - Certified Payroll Form/Certified Payroll Report
 - MoDOLIR-Compliance with Prevailing Wage Law Affidavit
 - Contractor's Certification and Affidavit

- 2.3 **Warranties:** Contractor warrants and guarantees to City that all Work will be in accordance with the contract documents and will not be defective in any manner according to construction industry standards. For a minimum of two years after the date of completion, any Work found to be defective Contractor shall promptly, without cost to City and in accordance with City's written instructions:
- 2.4.1 Correct such defective Work; or
 - 2.4.2 If the defective Work has been rejected by Owner, remove it from the project and replace it with Work that is not defective.
- 2.4 **Safety:** Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
- 2.5 **Insurance:** The successful bidder must provide Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to award of contract.
- 2.6 **Scheduling of Work:** All work shall be coordinated with Ron Johnson, Central Building Services Supervisor. The completion of work shall be in accordance with the time included in the contract.
- 2.7 **Prevailing Wage:** Prevailing Pursuant to RSMo. §290.340.5(2), effective August 28, 2018, prevailing wage shall only apply to this Agreement to the extent that the engineer's estimate or the bid accepted by the City of Lee's Summit for the total project cost is in the amount of \$75,000.00 or more. Change Orders which increase the project amount over \$75,000.00 shall be subject to the provisions of §290.340.7.
- 2.8 **Invoice-Payment Requirements:** Contractor shall provide certified copies of payroll with each invoice for jobs classified as new construction or major repair. All invoices must state whether work being performed is major or new construction. No less than the prevailing hourly rate of wages specified shall be paid to all workers employed by Contractor and any subcontractor under him. Contractor shall forfeit as a penalty to the City of Lee's Summit, Missouri, one hundred (\$100.00) dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said rate for work done. Final payment is contingent upon receipt by the City of an executed affidavit, attached hereto, stating that the Contractor has fully complied with the prevailing wage law. No final payment can be made unless and until this affidavit is filed in proper form and order.
- 2.9 **Payment:** After final inspection and acceptance of all work by the owner, the contractor shall prepare his statement/invoice for final payment. The contractor shall also submit certified copies of payrolls. For prompt payment, all invoices must be either sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063; faxed to 816-969-1113; or e-mailed to ap@cityofls.net. Pre-billing will not be allowed without prior written approval by the City. The City's standard Payment terms are Net 30 days. The Purchase Order number should be referenced on all Vendor Invoices pertaining to this project.
- 2.10 **No Financial Interest or Other Conflict:** By submission of its response, the bidder certifies that they are in compliance with items 2.10.1 through 2.11.4.
- 2.10.1 Elected or appointed officials or employees of the City of Lee's Summit or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
 - 2.10.2 Contractor hereby covenants that at the time of solicitation submittal the Contractor has no other contractual relationships which would create any actual or perceived conflict of interest. Contractor further agrees that during the term of the contract neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.
- 2.11 **Debarment and Suspension Status:**
- 2.11.1 Contractor is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Contractor an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
 - 2.11.2 Contractor has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against Contractor for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
 - 2.11.3 Contractor is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
 - 2.11.4 Contractor has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

3.0 SPECIFICATIONS AND PRICING:

Any additional cost or increases for said project NOT identified below shall be done in the form of an official, detailed work order cost estimate and shall be approved in writing by Ron Johnson. The bidder hereby proposes to furnish all transportation, equipment, supplies, materials, and perform all necessary labor to complete all work stipulated in, required by, and in conformity with the proposed contract documents and specifications attached hereto; and other documents referred to therein for and in consideration of prices below. Quantities and measurements below are only estimates.

Task	Cost
3.1 Labor Cost:	
<u>General Work Scope Specifications:</u>	
<ul style="list-style-type: none"> o Setup work operation area as approved by City management including placement of a trash container for debris. A roof chute to into the trash container shall be used. Work operation area shall include warning signage for falling debris and fencing to redirect inside and outside foot traffic in construction areas around the building. NOTE: Fire Department Emergency vehicles shall not be blocked at any time o Work operation shall also include all necessary protection to all wall and adjacent structures as well as all landscaping o Contractor shall setup all required safety lines and roof anchors as required by OSHA o Remove (+/-13766sq. ft.) all layers of old roofing system, down to decking. Disposal of debris via trash chute into the trash container. Ground debris shall be cleaned up daily o Inspect roof deck for any damages and report to the city representative. Up to 96 sq. ft. of plywood decking is to be included in this proposal cost o Roof system must be installed to taper to all current roof drains to allow for proper drainage o Replace existing roof hatch with new roof hatch o Contractor shall have a roofing permit issued by the City 	
<u>Asphalt Shingle Detail:</u>	
<ul style="list-style-type: none"> o GAF Tiger Paw shingle underlayment shall be installed per the manufacturers recommendations o GAF Timberline HD Shingles (Weathered wood color) shall be installed per the manufacturers recommendations o GAF Timberline ridge cap (Weathered wood color) shall be installed per the manufacturers recommendations o 11 Lamanco Omniroll ridge vents ^{Roils} (Bronze color) shall be installed per the manufacturers recommendations o D Style drip edge on all gables and 2" by 3" gutter apron on all gutters shall be installed per the manufacturers recommendations o Re-flash all existing pipe penetrations with new pipe flashings. Install ice and water shield in the valleys and around pipe flashings o 20 inch W Style valley metal shall be installed in all valleys 	\$ 22,662.00 Total Labor Cost
<u>Snow Pan Detail:</u>	
<ul style="list-style-type: none"> o Remove existing modified bitumen and EPMD snow pans o Install Versico 80 mil TPO membrane with TPO Bonding adhesive over ½" high density fiber board 	
<u>Low Sloping Roof Detail:</u>	
<ul style="list-style-type: none"> o Remove existing roofing membrane o Remove existing flashing, sheet metal flashing and trim and replace with new o Versico 2" ISO insulation shall be installed per the manufacturers recommendations o Install ½" high density fiber board o Versico 60 mil TPO membrane shall be installed to the entire slope roofing section with Versico TPO Bonding adhesive o Heat weld all seams to produce a one piece roofing system o Install Versico Walk Pads to ladder entry point and around all mechanicals 	

3.2 Material Cost:	
<p>Bidder shall notate in the space provide the % of markup for Material</p> <p><u>10</u> %</p> <p>Material Detail:</p> <ul style="list-style-type: none"> o Plywood decking (included up to 96 Sq. Ft.) Additional plywood decking (if needed) at \$ <u>50.00</u> per 4' x 8' sheet (this additional cost shall include removal of old plywood decking and installation of new plywood decking). NOTE: If additional plywood decking replacement beyond the included 96 sq. ft. is needed, the contractor shall provide a detailed work order cost estimate (based on the per sheet cost above) and this shall be approved by the City prior to the additional decking replacement being performed o Includes all roofing permit fees and disposal fees of old material <p>Asphalt Shingle Material:</p> <ul style="list-style-type: none"> o +/-13766 Sq. Ft. of GAF Tiger Paw shingle underlayment o Starter shingles o +/-13766 Sq. Ft. of GAF Timberline HD Shingles (Weathered wood color) o GAF Timberline ridge cap (Weathered wood color) o D Style drip edge for all gables o 2" by 3" gutter apron o 20 inch W Style valley metal o Roof pipe flashings, step flashing and counter flashing (all shall be replaced) o 11 Lamanco Omniroll ridge vents (Bronze color) o All roofing nails, caulking and roof tar <p>Snow Pan Material:</p> <ul style="list-style-type: none"> o Versico 80 mil TPO membrane with TPO Bonding adhesive over ½" high density fiber board <p>Low Sloping Roof Material:</p> <ul style="list-style-type: none"> o ½" high density fiber board o Versico 2" ISO o Versico 60 mil TPO membrane o Versico TPO Bonding adhesive o Versico Walk Pads for ladder entry point and around all mechanicals o Fabricate new sheet metal flashings and trim to match existing <p>Roof Hatch:</p> <ul style="list-style-type: none"> o New roof hatch 	<p>\$ <u>32,435.01</u></p> <p>Total Material Cost (includes markup for material; does not include addl plywood decking beyond the 96 Sq.ft.)</p>
GRAND TOTAL COST	
<u>\$5,097.01</u>	

3.3 Contractor MUST specify workmanship warranty and guarantees:	
<u>2 year workmanship warranty excluding acts of God</u>	
3.4 Contractor MUST include Manufacturer Material Warranty:	
<u>40 year Systems Plus GAF enhanced warranty</u>	
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.6.1?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If you answered "No" to the question posed above, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.6.1?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Please indicate number of business days for job completion after receipt of Purchase Order. NOTE: <u>21</u> business days will be the max time allowed after receipt of PO.	<u>15</u> /days
Was a work site visit done with Ron Johnson?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
CONTACT INFORMATION	
Bidders should indicate below the Contact Name and Title, Email address, and contact phone number(s) for the individual responsible for this Project:	
<u>Jason Seura O: 816-246-4772 C: 816-217-9968</u>	

4.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY: Any contract in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.

All submittals should include the signed and notarized Work Authorization Affidavit **AND** the electronic signature page from the E-Verify program. The below completed and Notarized Work Authorization **AND** the E-Verify signature page SHALL be required by the awarded bidder prior to issuance of a contract in the form of a Purchase Order.

Project No. 2019-021

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of Jackson)
) ss.
State of Missouri)

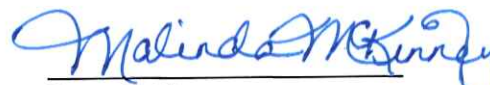
My name is Jason Sevea. I am an authorized agent of Green River Roofing and Construction Inc ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly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

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


Affiant

Jason Sevea
Printed Name

Subscribed and sworn to before me this 16th day of Oct, 2019.


Notary Public

MALINDA MCKINNEY
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: Aug. 1, 2022
12417004

SEAL

5.0 LIST OF REFERENCES AND EXPERIENCE: Please complete the information listed below in full: If additional space is required, make additional copies of this form and submit with bid.

How many years has your firm been in business?	Years: <u>15</u>
List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: <u>Lees Summit (Municipal Airport)</u>	
Address: <u>2751 NE Douglas St</u> <u>Lees Summit MO 64064</u>	
Contact Person: <u>Larry Bauman</u>	Title: <u>Manager</u> Telephone No: <u>816-896-2726</u>
<u>Description of Work/Services Performed:</u>	
Contract Amount: \$ <u>1975.00</u>	Completion Date: <u>12/18/18</u>
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: <u>Corvics Military Living</u>	
Address: <u>5445 Greble Rd.</u> <u>Fort Sill, OK 73503</u>	
Contact Person: <u>Don Lechel</u>	Title: <u>Community Builder</u> Telephone No: <u>580-581-2129</u>
<u>Description of Services Performed:</u>	
Contract Amount: \$ <u>4,574,284.00</u>	Completion Date: <u>10/2017</u>

6.0 PERSONEL QUALIFICATIONS: Please complete the information listed below in full: If additional space is required, make additional copies of this form and submit with bid.

Bidders are REQUIRED to provide the information below in FULL DETAIL.		
Indicate person who will be supervising project and years of experience in similar work.		
Name: <u>Winifred Spradling</u>		# of Years: <u>30</u>
Type of Experience: <u>Install and Supervision</u>		
Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other municipalities or private companies in the last five years. Attach a separate sheet of paper if needed.		
EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING
<u>Jason Hornbeck</u>	<u>Roofing and Supervisor w/ company 10 years - 20 years experience</u>	
<u>Adan Lopez</u>	<u>Roofing w/ company 3 years</u>	<u>10 years experience</u>
<u>Luis Nevarez</u>	<u>Roofing w/ company 1 year</u>	<u>4 years experience</u>
<u>Tymeria Robbins</u>	<u>Roof / Labor w/ company 1 year</u>	<u>1 year experience</u>

7.0 LIST OF SUBCONTRACTORS (IF APPLICABLE):

OWNER: CITY OF LEE'S SUMMIT, MISSOURI
 SERVICE PROVIDER:
 PROJECT NAME:
 BID NO: 2019-021

1. To enable the City to evaluate the Bidder's qualifications to perform the Work as provided in the Specific Requirements of the Bid the Bidder shall nominate each Subcontractor to whom the Bidder intends to award a Sub-agreement (a) exceeding the percentage of the Bidder's Base Bid stipulated in the Instructions to Bidders, or (b) to comply with the licensing requirements imposed by the City of Lee's Summit's Codes or any Public Governmental Entity deemed to have jurisdiction. If the Bidder intends to self-perform a classification of Work for which a specialty license or certificate is required, the Bidder shall nominate itself in the spaces provided for that purpose and furnish their license or certificate number(s) for that classification. For each nominated Subcontractor, the Bidder shall identify the nominated Subcontractor's work to be performed, subcontractor name, address, license/certificate number, telephone number and percentage of base bid, the Subcontractor will perform.

2. Failure by the Bidder to identify a nominated Subcontractor or nominate the Bidder itself within two (2) Business Days after the date of the Bid opening may render the Bid as non-compliant in respect to the requirements of the Bidding Document in the Owner's sole discretion. The requirement to make a definite nomination of Subcontractors or to state that the Bidder intends to self-perform that classification and to clarify any omissions or ambiguities in the List of Subcontractors, applies to the Apparent Low Bidder and any other Bidder wishing to remain in contention for the award.

3. The Bidder hereby agrees not to remove, replace, or add a nominated Subcontractor after the period allowed in paragraph 2 or during the course of the contract except for good cause shown as determined solely by the City.

4. This listing requirement does not create any express or implied duty or obligation to the Bidder or nominated Subcontractors by the City. **If NO Subcontractors are to be utilized on this project, bidders should indicate NO SUBS in any of the below area.**

WORK TO BE PERFORMED:	SUBCONTRACTOR NAME/ADDRESS:	LICENSE/CERTIFICATE NUMBER(s):	CONTACT NUMBER:	% OF BASE BID
1. No Subs				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

INSURANCE REQUIREMENTS:

CERTIFICATE OF INSURANCE: The Contractor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Contractor 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 Contractor's bid.

NOTICE OF CLAIM: The Contractor 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 Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in 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 Contractor'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 Contractor 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 Contractor.

SUB-CONTRACTOR'S INSURANCE: If any part of the contract is to be sublet, the Contractor shall either:

Cover all sub-contractors in the Contractor's liability insurance policy or,

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

SELF-INSURED RETENTIONS/DEDUCTIBLES: Any Contractor 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 Contractor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Contractor for such assumed limits.

COMMERCIAL GENERAL LIABILITY POLICY:

Limits:

Each occurrence	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

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 Contractor 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
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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 Contractor against all claims under applicable state Workers' Compensation laws. The Contractor 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 Contractor nor has the City assessed the risk that may be applicable to the Contractor.
- 2) The Contractor'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 Contractor.
- 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 Contractor 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 policy. This inclusion shall not make the City a partner or joint venture with the contractor 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.

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

City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

The City of Lee's Summit does not need to be named as additional insured on any Auto Liability Insurance requirements.

GENERAL TERMS AND CONDITIONS**GENERAL INSTRUCTIONS CONCERNING IFB's/BID's**

1. **AWARD.** The right is reserved, as the interest of the City may require, to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
 - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
 - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
 - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
 - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
 - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
 - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
 - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
 - B Emailed or faxed bids will not be considered unless authorized by the invitation.
 - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
 - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
 - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications **shall not** be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/ solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds 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.)
 - A **BID DEPOSITS (BONDS).**
 - Bid Deposit Not Required ☒.
 - Bid Deposit Required ☐ as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

- (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
- (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
- (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.

B. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.

Performance and Labor and Material Payment Bonds Not Required ☒.

Performance and Labor and Material Payment Bonds Bond Required ☐ as stipulated in the "Invitation to Bid".

Note the following:

- (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
- (2) Date of bonds shall be the same as the date of City's execution of the contract.
- (3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
- (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
- (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.

10. DISCOUNTS AND BID EVALUATION. Discounts offered for prompt payment may be considered in bid evaluation.

11. MATERIAL AVAILABILITY. Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

12. ALTERNATE BIDS. Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

13. AWARD OF CONTRACT.

A. BASIS OF AWARD.

- (1) Only firm bids will be considered.
- (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
- (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
- (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.

B. EVALUATION OF BIDS.

- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
- (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
- (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.

C. NOTICE OF AWARD. After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.

14. QUALIFICATIONS OF BIDDERS. The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

15. ANTI-TRUST. Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.

16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

CONTRACTUAL REQUIREMENTS.**GENERAL CONTRACTUAL REQUIREMENTS.****1. DEFINITIONS.**

- A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
- B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
- C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
- F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
- H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.
2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.
3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.
4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.

13. **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 will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent allowable by law, Contractor 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 (collectively "Indemnitee"), for, from and against any and all claims, demands, damages, losses, fines, judgments, or liabilities, including costs, expenses, and attorneys' fees (collectively "Claims") to which Indemnitee may become subject, under any theory of liability whatsoever, incurred in the defense of such Claims, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, and arising out of Contractor's performance or non-performance under this contract. The obligations under this indemnification provision shall also apply to any and all any intentional, reckless, or negligent acts, mistakes, directives, errors, or omissions of Contractor's agents, directors, officers, employees, volunteers, contractors, whether employed directly or indirectly by Contractor, and any other person for which Contractor may be legally liable.
21. **SUB-CONTRACTS.**
- A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
 - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
 - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
 - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A ☐ The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - B ☒ The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - C ☐ The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - D ☐ Five copies of the Contract.
 - (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
 - (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
 - (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.

26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **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)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State 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 a Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

NOTE TO BIDDERS: THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.

35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A **Wage Rate Stipulation** - State of Missouri. If required by the "Invitation to Bid"
- B **Wage Rate Determination** - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. **BUILDING REGULATION, PERMITS AND LAW.**
- A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
- B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**
- A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
- B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

40. TIMING.

- A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
- B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.
- C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insured full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
- D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
- (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
 - (2) To any acts of the City.
 - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
 - (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.

41. PAYMENTS.

- A **Lump Sum Payments:** After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
- B **Engineer's Pay Estimates:**
- (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
 - (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
 - (3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.

42. CONTRACTOR'S CERTIFICATE AND RELEASE (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.

43. SURPLUS MATERIALS. The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.

44. ACCIDENT PREVENTION.

- A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
- B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

45. CONFLICTS. No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

46. DAVIS BACON ACT: The wages for any work utilizing this contract 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.

INVITATION FOR BID NUMBER: 2020-034

The City of Lee's Summit will accept electronically submitted bids from interested companies in providing the following: tear off/removal of the current roof and installation of a new roof at the City of Lee's Summit Fire Station #6. Bids must be received electronically into Public Purchase by 3:00 PM Local time, on October 25, 2019, at which time they will be opened and read aloud publicly in the Finance and Procurement Conference Room at City Hall, 220 SE Green Street, Lee's Summit, MO 64063.

Bidding documents and any addendums are available by accessing the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicInfo>. Bidders needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.

Prevailing Wage- Pursuant to RSMo. §290.340.5(2), effective August 28, 2018, prevailing wage shall only apply to this Agreement to the extent that the engineer's estimate or the bid accepted by the City of Lee's Summit for the total project cost is in the amount of \$75,000.00 or more. Change Orders which increase the project amount over \$75,000.00 shall be subject to the provisions of §290.340.7. The City reserves the right to reject any and all bids, to waive technical defects and to select the bid(s) deemed most advantageous to the City. No Bidder may withdraw his bid for a period of sixty (60) days after the official bid opening date.

There will be a pre-bid conference on October 18, 2019, at 10:30 AM local time in the Finance and Procurement Conference Room, City Hall, 220 S.E. Green St. A site tour will be conducted immediately following. All interested bidders are encouraged to attend.

Please direct all questions regarding this bid to the Procurement Officer listed below.

DeeDee Tschirhart, Senior Procurement Officer

Company ID Number: 929617

Approved by:

Employer Green River Roofing and Construction Inc.	
Name (Please Type or Print) Dennis R Bresette	Title
Signature Electronically Signed	Date 12/09/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/09/2015



GREEN-1

OP ID: TC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Combined Insurance Services PO Box 557 Grain Valley, MO 64029 Jeff D Landes	816-847-1911	CONTACT NAME: Jeff D Landes
		PHONE (A/C, No, Ext): 816-847-1911 FAX (A/C, No): 816-847-1912
		E-MAIL ADDRESS: jlandes.combi06@insuremail.net
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Columbia Insurance Group		40371
INSURER B: American Interstate Insurance		
INSURER C: Evanston Insurance Company		
INSURER D: Liberty Mutual		23043
INSURER E: Colony Insurance Company		
INSURER F:		

INSURED Green River Roofing & Construction Inc 1304 SW Market St Lees Summit, MO 64081

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		DCG0748201	08/11/2019	08/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1000 <input checked="" type="checkbox"/> Coll \$1000			CAPMO0000018571	01/14/2019	01/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XOBW7774719	08/11/2019	08/11/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A		AVWCKS2775892019	05/06/2019	05/06/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine Leased & Rented			BMW58167429	11/18/2018 11/18/2018	11/18/2019 11/18/2019	Per Pol Limits LeaseRent 125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured.

CERTIFICATE HOLDER

CANCELLATION

CITYLEE City of Lees Summit 816-969-1138 fax 220 SE Green Lees Summit, MO 64063	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeff D Landes
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Packet Information

File #: TMP-1418, **Version:** 1

An Ordinance accepting a grant award in the amount of \$254,455.00 from the U.S. Department of Justice, Office of Justice Programs, for a Body-Worn Camera Policy and Implementation Program.

Issue/Request:

- ☐ The U.S. Department of Justice's Body Worn Camera Policy and Implementation program (BWC PIP) provides funding to law enforcement agencies to help develop, implement, and assess their Body Worn Camera program.
- ☐ The Lee's Summit Police Department applied for grant funding from the BWC PIP on behalf of the City to obtain funding to implement a Body Worn Camera program to outfit 140 police officers.
- ☐ The City was notified on September 19, 2019 of approval of the grant application and award for funding under the FY 19 Body-Worn Camera Policy and Implementation Program in the amount of \$254,455.00.
- ☐ The City has reviewed the award and special conditions and seeks to accept the award through execution of the award documents by the Mayor.

Proposed Committee Motion:

I move to recommend to City Council for approval an Ordinance accepting a grant award in the amount of \$254,455.00 from the U.S. Department of Justice, Office of Justice Programs, for a Body-Worn Camera Policy and Implementation Program.

Background:

Law enforcement agencies across the United States and throughout the world are using body-worn cameras (BWCs) as a promising tool to improve evidentiary outcomes, and enhance the safety of, and improve interactions between, both officers and the public. BWCs can provide critical visual and audio records of interactions. A growing body of research findings indicate that the presence of BWCs can reduce the use of force by assisting in the de-escalation of conflicts. Research also suggests that BWCs can have a moderating effect on citizens and can help strengthen accountability and transparency in citizen-police interactions.

This grant award will be used in conjunction with funding from the 2019 No Tax Increase Bond Election. The grant award will cover a portion of the BWC hardware cost. This particular grant application was completed prior to the 2019 No Tax Increase Bond Election.

Impact/Analysis:

The goals of the Body-Worn Camera Policy and Implementation Program are to:

1. Build community trust and relationships
2. Improve transparency and accountability
3. Improve officer safety and training
4. Provide legally compliant digital multimedia evidence to augment case development and adjudication

5. Enhance quality and reliability of use of force and internal investigations

Timeline: Project Period

Start: 10/01/2019

Finish: 9/30/2022

Travis Forbes, Police Chief

John Boenker, Deputy Police Chief

Recommendation: Staff recommends approval

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

AN ORDINANCE ACCEPTING A GRANT AWARD IN THE AMOUNT OF \$254,455.00 FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, FOR A BODY-WORN CAMERA POLICY AND IMPLEMENTATION PROGRAM.

WHEREAS, the United States Department of Justice's Body Worn Camera Policy and Implementation program (BWC PIP) provides funding to law enforcement agencies to help develop, implement, and assess their Body Worn Camera program; and,

WHEREAS, the City of Lee's Summit ("City"), through the Lee's Summit Police Department, applied for grant funding from the BWC PIP to obtain funding to implement a Body Worn Camera program to outfit 140 police officers; and,

WHEREAS, the City was awarded grant funding under the FY 19 Body-Worn Camera Policy and Implementation Program in the amount of \$254,455.00; and,

WHEREAS, the City has reviewed the award and special conditions and seeks to accept the award through execution of the award documents by the Mayor.

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

SECTION 1. The grant award in the amount of \$254,455.00 from the U.S. Department of Justice, Office of Justice Programs, to the City of Lee's Summit, Missouri for a Body Worn Camera Policy and Implementation Program is hereby accepted, and the Mayor is hereby authorized to execute any and all documents related to such grant award.

SECTION 2. This Ordinance shall be in full force and effect immediately upon 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.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO.

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*



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 19, 2019

Mr. Stephen Arbo
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063-2368

Dear Mr. Arbo:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Body-Worn Camera Policy and Implementation Program in the amount of \$254,455 for City of Lee's Summit.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Yolaine Faustin, Program Manager at (202) 353-1720; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Sullivan", is located below the word "Sincerely,".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 19, 2019

Mr. Stephen Arbo
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063-2368

Dear Mr. Arbo:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director


cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 15

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Lee's Summit 220 SE Green Street Lee's Summit, MO 64063-2368		4. AWARD NUMBER: 2019-BC-BX-0029	
		5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2022	
		6. AWARD DATE 09/19/2019	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 446000209	8. SUPPLEMENT NUMBER 00		
2b. GRANTEE DUNS NO. 030715478	9. PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE FY 19 Body Worn Camera Program		10. AMOUNT OF THIS AWARD \$ 254,455	
		11. TOTAL AWARD \$ 254,455	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - Body-Worn Camera Program) Pub. L. No. 116-6, 133 Stat 13, 114			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.835 - Body Worn Camera Policy and Implementation Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Stephen Arbo City Manager	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B BC 80 00 00 254455		21. UBCUGT0945	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 15

PROJECT NUMBER 2019-BC-BX-0029

AWARD DATE 09/19/2019

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

32. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

33. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.



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AWARD DATE 09/19/2019

SPECIAL CONDITIONS

34. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

35. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

36. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

37. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2019-BC-BX-0029

AWARD DATE 09/19/2019

SPECIAL CONDITIONS

38. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

39. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
40. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2019-BC-BX-0029 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
41. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 15

PROJECT NUMBER 2019-BC-BX-0029

AWARD DATE 09/19/2019

SPECIAL CONDITIONS

42. The recipient is authorized to obligate, expend, or draw down funds in an amount not to exceed 10% of this award for the sole purpose of developing a Body-Worn Camera (BWC) policy. The BWC policy must be submitted no later than 180 days of award acceptance, unless an extension for good cause shown has been granted by BJA. The recipient is not authorized to incur any additional obligations, make any additional expenditures, or draw down any additional funds until BJA has approved the recipient's completed BWC policy and has issued a Grant Adjustment Notice (GAN) removing this condition.

43. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

44. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

45. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

46. The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Adjustment Notice (GAN) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for City of Lee's Summit

Awards under this program will be used to plan or implement a body worn camera program. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2019-BC-BX-0029

PAGE 1 OF 1

This project is supported under FY19(BJA - Body-Worn Camera Program) Pub. L. No. 116-6, 133 Stat 13, 114

1. STAFF CONTACT (Name & telephone number)

Yolaine Faustin
(202) 353-1720

2. PROJECT DIRECTOR (Name, address & telephone number)

Tanisha Artis
220 SE GREEN STREET
LEES SUMMIT, MO 64063
(816) 969-4151

3a. TITLE OF THE PROGRAM

Category 1: Implementation or Expansion of BWC Programs for Small to Mid-sized Agencies

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

FY 19 Body Worn Camera Program

5. NAME & ADDRESS OF GRANTEE

City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063-2368

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 254,455

10. DATE OF AWARD

09/19/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Body Worn Camera Policy and Implementation program (BWC PIP) provides funding to limited public agencies (i.e., states, units of local government, (including tribal government, recognized by the Secretary of the Interior), combinations of such states or units, or any department, agency, or instrumentality of the foregoing), that perform criminal justice functions; and national and regional public and private entities, including for-profit (commercial) and nonprofit organizations (including tribal nonprofit or for-profit organizations), faith-based and community organizations, and institutions of higher education (including tribal institutions of higher education) that support initiatives to improve the functioning of the criminal justice system. For-profit organizations must agree to forgo any profit or management fee.

The BWC PIP, funded under the Department of Justice Appropriations Act, 2019 (P.L. 116-6), will support the implementation of body-worn camera programs in law enforcement agencies across the country. The intent of the program is to help agencies develop, implement, and assess their BWC program as one tool in a law

enforcement agency's comprehensive problem-solving approach to leverage the evidentiary value of BWC digital footage; enhance officer and citizen safety, promote mutual trust and civility between officers and the public; and build community trust. Elements of such an approach include: implementation of a BWC program developed in a planned and phased approach; collaboration that leverages partnerships with cross-agency criminal justice stakeholders including prosecutors and advocacy organizations; implementation of appropriate privacy policies; implementation of operational procedures and tracking mechanisms; training of officers, administrators, and associated agencies requiring access to digital media evidence; adoption of practices and deployment of BWC programs appropriately addressing operational requirements. CA/NCF

Packet Information

File #: TMP-1414, **Version:** 1

An Ordinance approving Amendment No. 10 to the Budget for the Fiscal Year ending June 30, 2019, as adopted by Ordinance No. 8405, by revising the authorized expenditures of the City of Lee's Summit, Missouri.

Issue/Request:

An Ordinance approving Amendment No. 10 to the Budget for the Fiscal Year ending June 30, 2019, as adopted by Ordinance No. 8405, by revising the authorized expenditures of the City of Lee's Summit, Missouri.

Key Issues:

At the end of each fiscal year, an analysis is done to identify any variance between budgeted expense amounts and the total actual expense amounts for each fund. After this analysis, some funds are identified as having actual expenses exceed budgeted expenses. The variances can be due to several different reasons including anticipated costs being greater than expected, unanticipated costs arising, and/ or errors when the budgets were create, which require a budget amendment for the additional spending authorization.

Background:

The following is information about variances related to operational funds/ departments (i.e. funds with personnel assigned to the funds):

-F100 General Fund: As an entire fund, the General Fund ended FY19 with actual expenditures less than budget by \$2,729,328. However, there was one General Fund department that exceeded their annual budget. Public Works-Operations exceeded their budget by \$30,140 (or 0.6%). The biggest contributor to going over budget was snow control. Lee's Summit experienced a cold and snowy winter that increased expenses for rock salt, employee overtime, and contract services for snow control. Also, the wet spring that Lee's Summit experienced caused a number of stormwater pipe failures which increased the costs of contract repairs.

-F201 Gamber Center: The Gamber Center ended FY19 over budget by \$2,940 (or 0.7%). The variance is related to full-time personnel costs for the payout of accrual banks due to a retirement.

-F202 Lovell Community Center at Legacy Park: This fund ended FY19 with expenses greater than budget by \$29,975 (or approximately 1%). The variance is related to the a transfer to the Park Development Fund for the renovation of Longview Community Center.

-F510 Airport Fund: The Airport Fund ended FY19 with expenses greater than budget by \$29,119 (or approximately 1%). The variance is primarily due to the increase in fuel sales, which is purchased for resale.

The following is information about variances related to TIF and TDD funds (F300, F303, F304, F307, F350, and F351): These funds are pass through funds, which means that the revenue is collected by the city and passed on to outside entities which show up as expenses. The expense obligations are linked to revenues and

associated contracts, and the payments are nondiscretionary. For future budgets, City staff would like to explore the possibility of modifying the practices of how these funds are budgeted.

The following is information about variances related to Capital Project funds (F313, F321, F323, F324, F327, F338, F342, F345, F346, F347, F348, and 352): In previous fiscal years, unspent project funds have not been carried over from one fiscal year to the next. Moving forward, City staff will bring forward an amendment to roll forward the unspent budget appropriations for capital projects from the previous fiscal year to the current fiscal year. When this does not occur, it has the potential to cause budget and actual expense variances.

The following is information related to the Debt Service funds: For both F400 General Obligation Debt fund and F410 Park COP Debt fund, actual expenses exceeded budgeted expenses. To offset the variance, both funds also had actual revenues exceed budgeted revenues.

The following is information about the variances in the remaining funds:

-F275 Public Safety Equipment Replacement Fund: This fund ended FY19 with actuals greater than budgeted amounts by \$78,478. Originally, it was not anticipated that there would be expenses out of this fund due to the replacement of items being on a schedule; however, there was a need to use accumulated funds to replace public safety items during FY19. It is important to mention that the funds had been set aside in this fund during prior fiscal years and in FY19 for the replacement of public safety equipment.

-F670 Health Insurance Reserve Fund: This fund ended FY19 with actual expenses greater than budgeted expenses by \$18,125. It is important to mention that revenues for this fund offset the expense variance, with revenues coming in greater than expenses by approximately \$200,000, which is a net increase of that amount to the fund balance for F670.

Proposed Committee Motion:

I move to recommend to City Council for approval of an Ordinance approving Amendment No. 10 to the Budget for the Fiscal Year ending June 30, 2019, as adopted by Ordinance No. 8405, by revising the authorized expenditures of the City of Lee's Summit, Missouri.

Chris Clubine, Management Analyst III

Staff recommends approval.

[Enter Committee Recommendation text Here]

BILL NO.**ORDINANCE NO.**

AN ORDINANCE APPROVING AMENDMENT NO. 10 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2019, AS ADOPTED BY ORDINANCE NO. 8405, BY REVISING THE AUTHORIZED EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

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, pursuant to Section 11.7 of the City Charter, the City Manager has certified that there are available for appropriations revenues in excess of those estimated in the Budget; and,

WHEREAS, the City Council of the City of Lee's Summit wishes to authorize an amendment to the budget by re-appropriating expenditures for the Fiscal Year ending June 30, 2019.

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

SECTION 1. The Budget for the Fiscal Year ending June 30, 2019, as adopted by Ordinance No. 8405, is hereby amended in the manner shown in Exhibit A, attached 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), Amendment No. 7 (Ordinance No. 8563), Amendment No. 8 (Ordinance No. 8591), and Amendment No. 9 (Ordinance No. 8626).

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:

City Clerk *Trisha Fowler Arcuri*

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

BILL NO.

ORDINANCE NO.

ATTEST:

Mayor *William A. Baird*

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations *Daniel R. White*

Exhibit A

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Public Works-Operations	\$30,140	\$4,906,874
F201 Gamber Center		\$2,940	\$448,611
F202 Lovell CC at Legacy Park		\$29,975	\$2,147,880
F275 Public Safety Equipment Replacement Fund		\$78,478	\$78,478
F300 Summit Woods East TIF		\$16,170,540	\$18,670,540
F303 I-470 Business Center TIF		\$27,934	\$1,089,209
F304 Summit Woods TDD		\$4,980	\$15,980
F307 Longview Farm TIF		\$976,402	\$1,318,402
F313 Water District No. 14		\$100	\$100
F321 Airport Construction		\$4,716,366	\$10,719,366
F323 R&B Excise Tax		\$77,946	\$77,946
F324 Road & Bridge Improvement		\$1,649,982	\$9,944,598
F327 Park Development Fund		\$8,626	\$6,943,626
F338 Storm Water Improvements		\$125,519	\$125,519

F342 Road Impr 2010 - Reopened 2019	\$947,687	\$947,687
F345 TIF Application Fund	\$143,808	\$243,807
F346 Cultural Arts 2013	\$47,203	\$47,203
F347 Road Improvements 2013	\$5,173	\$5,173
F348 Blue Pkwy & Colbern Rd CID Fund	\$4,310	\$4,310
F350 LS Sports Complex TIF	\$26	\$26
F351 Longview Farm 2016 TIF	\$4,926	\$4,926
F352 Public Safety Bonds 2016	\$3,969,292	\$3,969,292
F400 General Obligation Debt	\$1,955,978	\$10,209,886
F410 Park COP Debt	\$699,623	\$3,974,623
F510 Airport Fund	\$29,119	\$2,410,022
F670 Health Insurance Reserve Fund	\$18,125	\$18,125

Packet Information

File #: BILL NO. 19-247, **Version:** 1

An Ordinance authorizing the execution of an intergovernmental agreement for facilitation services for Ignite strategic plan implementation plan development by and between the City Of Lee's Summit, Missouri and KU Public Management Center in the amount of \$39,900.

Issue/Request:

The Council desired to create implementation plans for each of Ignite's 7 critical success factors using a collaborative process that harnesses the experience, talents, and ideas of Councilmembers, City Staff, Community Partners, and Citizens (C4). Seven C4 Implementation Teams have been created to achieve that objective. The KU Public Management Center (PMC) will provide critical professional facilitation services that ensures meaningful, open, participative process for each team that enables the production of quality implementation plans. Among other tasks, PMC will:

- Coordinate a Celebration Kickoff on November 25th
- Meet with Council and Staff for each team in preparation for the initial team meeting (Dec)
- Initiate two "distance" engagements for team members in December
- Facilitate 3 meetings for each team (one each month) to produce implementation plans Jan-Mar/Apr
- Coordinate Celebration Wrap Up (Spring)
- Assist with presentation of final implementation plans (Spring)

Proposed City Council Motion:

I move to for a second reading of an Ordinance authorizing the execution of an intergovernmental agreement for facilitation services for Ignite strategic plan implementation plan development by and between the City of Lee's Summit, Missouri and KU Public Management Center in the amount of \$39,900.

Background:

- On July 17, 2019, the City Council approved Resolution 19-12 adopting the City of Lee's Summit Community Strategic Plan (Ignite) Framework
- The Ignite Framework identified a community vision, organizational mission and values, partnership approach, and 7 critical success factors for future of the community
- The Council adopted this framework to guide their future policy direction, align City programs and resources, and encourage collaboration and a shared community focus with citizens and community partners
- KU Public Management Center has extensive, focused expertise in local government strategic planning, public engagement, and facilitation of collaborative decision making and can provide the best assistance to the City to facilitate the C4 groups in developing Ignite Implementation Plans.

Christal Weber, Assistant City Manager

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 19-247

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR FACILITATION SERVICES FOR IGNITE STRATEGIC PLAN IMPLEMENTATION PLAN DEVELOPMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND KU PUBLIC MANAGEMENT CENTER IN THE AMOUNT OF \$39,900.

WHEREAS, on July 17, 2019, the City Council approved Resolution No. 19-12 adopting the City of Lee's Summit Community Strategic Plan (Ignite) Framework; and,

WHEREAS, the Ignite Framework identified a community vision, organizational mission and values, partnership approach, and seven critical success factors for future of the community; and,

WHEREAS, the City Council adopted this framework to guide their future policy direction, align City programs and resources, and encourage collaboration and a shared community focus with citizens and community partners, and,

WHEREAS, the City Council desires to create implementation plans for each of Ignite's seven critical success factors using a collaborative process that harnesses the experience, talents, and ideas of Councilmembers, City Staff, Community Partners, and Citizens (C4); and,

WHEREAS, the Kansas University Public Management Center has extensive, focused expertise in local government strategic planning, public engagement, and facilitation of collaborative decision making and can provide the best assistance to the City to facilitate the C4 groups in developing Ignite Implementation Plans.

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

SECTION 1. The Intergovernmental Agreement which is attached as Exhibit A and incorporated herein by reference (the "Agreement"), is hereby approved and the Mayor is authorized and directed to execute an agreement that in substantially the same form as the attached Agreement.

SECTION 2. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and Intergovernmental Agreement

SECTION 3. This Ordinance shall be in full force and effect from and after its passage, 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.

BILL NO. 19-247

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:

City Attorney *Brian W. Head*

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
THE UNIVERSITY OF KANSAS PUBLIC MANAGEMENT CENTER**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and the University of Kansas, a public higher education institution and state agency in the State of Kansas, acting through its Public Management Center, (the "Consultant"). The City and the Consultant are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. In conjunction with the City's Community Strategic Plan ("Strategic Plan"), the City has established multiple committees comprising of City Councilmembers, City staff, community partners and citizens ("Implementation Committees") to develop an implementation plan for each of the critical success factors of the Strategic Plan.
- B. To assist the Implementation Committees, the City desires to hire an entity with experience in local government strategic planning, public engagement and facilitation of collaborative decision making to facilitate discussions with each Implementation Committee to assist in drafting their respective implementation plan (the "Services").
- C. The Consultant submitted a proposal to provide the Services (the "Proposal"), and the City desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the Effective Date set forth below and shall remain in full force and effect through October 31, 2020.
2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work of Consultant's Proposal, attached hereto as Exhibit A and incorporated herein by reference.
3. Compensation. The City shall pay Consultant an amount not to exceed \$39,900.00 for the Services set forth in the Consultant's Proposal, attached hereto as Exhibit A and incorporated herein by reference.
4. Payments. The City shall pay the Consultant a lump sum payment once the services are rendered in full to the City's reasonable satisfaction.
5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.
6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions, and to only use the individuals specifically listed in Consultant's proposal. For the avoidance of doubt, Consultant further agrees that it shall not use or permit any of its students, volunteers, subcontractors or any other person for whom Consultant cannot accept liability for to provide the Services, provided that Consultant may use the Mid-America Regional Council (MARC) to provide the Services. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to

perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Materials. Excepted as noted in the Proposal, the City will reproduce all necessary materials for each meeting, provide meeting space, AV equipment, and refreshments.

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

11. Limited Liability. As an agency of the State of Kansas, Consultant is a covered party under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.). In accordance with the Act, the State of Kansas has assumed liability for the negligent or wrongful acts or omissions of its employees and agents acting within the scope and course of their responsibilities on behalf of the state of Kansas. Liability for claims within the scope of the Act may not exceed \$500,000 per occurrence. Consultant agrees that claims for injury or damages which arise out of Consultant's performance of this Agreement and which are subject to the provisions of the Kansas Tort Claims Act may be process according to that Act. Consultant further agrees that City shall not be liable for damages resulting from the negligent or wrongful acts, errors, or omissions by Consultant or its employees.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

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

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon thirty (30) days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

13.5 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget

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

13.6 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of RSMo §§ 105.450, *et. seq.* Consultant 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. Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

14. Miscellaneous.

14.1 Independent Consultant. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers’ compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit A. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. Intentionally Omitted.

14.3 Laws and Regulations. Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement, including but not limited to those specified in this Section. Consultant shall comply with the Americans with Disabilities Act (ADA) and shall hold the City harmless and indemnify City for any costs, including but not limited to, damages, attorney's fees, and staff time in any action or proceeding brought alleging violation of the ADA. Consultant shall not discriminate against any person on the basis of race, religion, color, age, sex, or national origin in the performance of this Agreement, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, and P.L. 88-354 (1964). The Consultant shall not to participate in or cooperate with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Missouri state law. The Consultant shall include similar requirements of all subcontractors in Agreements entered for performance of Consultant's obligations under this Agreement. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

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

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

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

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

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

14.9 Subcontracts. As outlined in Consultant's proposal, the Mid-America Regional Council (MARC) will be a subcontractor for the Services. No additional subcontracts shall be entered into by the Consultant with any other Party to furnish any of the Services specified herein without the prior written and signed approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

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

14.11 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. Intentionally Omitted.

14.13 Offset.

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

B. Offset for Delinquent Fees or Taxes. Intentionally Omitted.

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

If to the City: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: Steve Arbor, City Manager

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

If to Consultant: University of Kansas
Public Management Center
1445 Jayhawk, Blvd, Wescoe 6030
Lawrence, Kansas 66045
Attn: Deb Miller, Director

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

14.15 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

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

14.17 Intentionally Omitted.

14.18 Immigration Requirements. Pursuant to RSMo. § 285.530, if Agreement exceeds five thousand dollars (\$5,000.00), Consultant warrants and affirms to the City that (i) Consultant is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Consultant shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the

employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Consultant reciting compliance is not sufficient.

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

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

14.21 Prevailing Wages. Intentionally Omitted.

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this ____ day of _____, 20__ ("Effective Date").

CITY OF LEE'S SUMMIT

William A. Baird, Mayor

ATTEST:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Daniel R. White,
Chief Counsel of Management and Operations

University of Kansas, acting through its Public Management
Center

By _____

Print Name _____

Title _____

Date _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
University of Kansas, Public Management Center
[Consultant's Proposal and Scope of Work]
See following pages.

City of Lee's Summit

Community Engagement Proposal
for
Strategic Plan Implementation

October 24, 2019



Public service lies at the heart of democracy.

October 24, 2019

Steve Arbo
City Manager
220 Green St.
Lee's Summit, MO 64063

Dear Mr. Arbo:

The KU Public Management Center (PMC) is pleased to provide this proposal to facilitate a community engagement process to develop an implementation plan for Lee's Summit new strategic plan.

As you will see from our proposal, we have the skills, qualifications and experience necessary to successfully work with your citizens, elected officials, staff and community partners.

I would be happy to provide additional information or answer any questions you might have about the PMC and/or our proposal. You may contact me at patty.gentrup@ku.edu or [816.217.9397](tel:816.217.9397).

Sincerely,

Patty Gentrup
Consulting Services Program Manager
KU Public Management Center
School of Public Affairs and Administration

Introduction of the Project Team

KU Public Management Center

The University of Kansas Public Management Center (PMC) will be the lead consultant for this project. The PMC is the professional development division for KU's School of Public Affairs and Administration. Our staff of seven provides training and consulting services for skills enhancement for leaders, managers, staff, and teams and to support organizational development in public organizations. We have worked with hundreds of government entities at the local, state and federal levels.

- Our philosophy: Our work is rooted in the belief that public service and community engagement is at the heart of democracy. Rather than adapt general processes that can be used for any organization or community, we create experiences specifically designed to address the unique opportunities and challenges that are inherent in local government and the communities they serve.
- Our expertise: Our staff has backgrounds working as government practitioners, in public service organizations and/or serving as public officials. We bring this experience into each engagement, adapting content and the process as appropriate.
- Our approach: Our processes are highly interactive. We encourage individuals to bring their experiences with the topics into the conversation, allowing all participants to learn from one another and have voice. In this way we model the inclusive, supportive and collaborative approach that we see as crucial to confronting today's challenges.

Mid-America Regional Council

MARC is the Metropolitan Planning Organization and association of city and county governments, serving the region's nine counties and 119 cities. MARC provides a forum for local governments to convene and define shared solutions to common challenges. The MARC office is conveniently located in the heart of the metropolitan region, within a 35-minute drive of Lee's Summit City Hall. Lee's Summit is an active member of MARC and has representatives on numerous regional committees.

For the services requested, MARC proposes to use resources of its Government Training Institute (GTI). GTI staff routinely support MARC in its responsibilities to prepare and adopt plans on behalf

of area local governments; public engagement and committee deliberations of technical and policy information is a fundamental part of the work of the agency.

One of GTI's most popular programs is the Successful Facilitation Certificate. The certificate program is designed to serve local government executives, department directors, and other managers who deal with elected officials and/or seek public participation. GTI practices what it teaches in the facilitation curriculum.

Personnel

Patty Gentrup, Consulting Services Manager, KU PMC

Patty will be the project manager and primary consultant for the duration of the engagement. She brings 25 years of experience with direct service to local government as well as a consultant to them. She is a skilled facilitator who is able to craft a process that allows all voices to be heard. Patty joined the PMC in January 2018. In that time, she has provided strategic planning services to the cities of Salina, Kansas; the Baldwin City (Kansas) Recreation Commission; and Raymore, Smithville, and Grandview in Missouri; the Kansas City Streetcar Authority, the Johnson County Library, and the Raymore-Peculiar School District. She has also conducted public engagement training for the Kansas City, Missouri Parks Department. Under previous employment, Patty provided strategic planning services to the Unified Government of Wyandotte County/Kansas City, Kansas; the cities of Mission, Eudora, Olathe, and Wamego; and numerous programs associated with the Mid-America Regional Council.

Lauren Palmer, Director, Local Government Services, MARC

Lauren will be a lead facilitator for this engagement. She joined MARC in 2018 and serves at the Director of Local Government Services. She oversees the Government Training Institute and local government programs including the First Suburbs Coalition, CORE4, Managers Roundtable, KC Regional Purchasing Cooperative, and the regional shared services initiative. Lauren is an ICMA Credentialed Manager with 15 years of experience in local government management. Prior to MARC, she served as an assistant city manager in Independence, MO where she had oversight for parks & recreation, public works, community development, human resources, public health, public relations and legislative advocacy. She previously held positions as the city administrator in Parkville, MO and assistant city manager in Manhattan, KS. Lauren started her career with a management internship in the city manager's office in Des Moines, IA.

Noel Rasor, Assistant Director, KU PMC

Noel Rasor has been with the Public Management Center since 2009 and serves as the assistant director. In her role, Noel directs the PMC's Emerging Leaders Academy, serves as part of the consulting team, and contributes to strategic initiatives at the Center. In the classroom she most

often teaches on topics related to communication skills, organizational change, and leveraging strengths in the workplace. Throughout her career, Noel's work has been in public service, with previous roles in the university and at the American Red Cross at the chapter and national levels. She has a bachelor's degree in American Culture from the University of Michigan, a masters in urban planning from KU, and she completed doctoral work at KU in American Studies to the level of ABD (all but dissertation).

Jennifer Grogg, Communications Specialist, KU PMC

Jennifer is responsible for coordinating communication and event activities, and running the six social media accounts for the KU Public Management Center and the School of Public Affairs. Jennifer will provide support for the project.

Jacob Worth, Local Government Services Intern, MARC

Jacob is in his first year as a graduate student in the prestigious University of Kansas Master of Public Administration program. He holds a bachelor's degree in political science from Colorado State University. Jacob completed an internship in the Colorado General Assembly with Representative Jim Wilson. He also interned in the Mesa County (CO) Clerk & Recorder's Office – Election Division and accurately maintained sensitive voter records. As a part-time intern in the Local Government Services division of MARC, Jacob assists with research and event support for various programs and projects.

In addition, we ask for the opportunity to discuss whether City support staff might occasionally be available to assist during the committee meetings with set up, participant check in and high level summaries.

Project Understanding and Approach

Earlier this year, the City of Lee's Summit concluded its community strategic planning process with the adoption of *Ignite! Your Ideas. Our Future*. That process engaged the elected body and community in identifying seven critical success factors (those things that must go well to achieve the vision) and associated objectives.

The City desires to continue that work, once again engaging the community, in developing strategies and a timeline for initial implementation of the plan over the next two to three years. As such, the City has established committees for each of the critical success factors that comprise about 25 people- citizens, elected officials, community partners and staff.

The Public Management Center proposes a process that will comprise four phases as follows.

Phase 1: Project Kick Off

To ensure a common understanding of the scope and the process to be used, the project team will facilitate a discussion with the city manager and key staff. The focus of the discussion will be to:

- Review the proposed process for the community engagement initiative;
- Discuss sources of additional material to be reviewed by the consultants;
- Identify stakeholders and the finalize the plans for engagement; and,
- Determine communication protocol.

In addition, separate kick-off meetings will be conducted with elected officials, staff and the consulting team to all parties share a common understanding of the issues related to each Critical Success Factor as well as the process to identify strategies and the associated timeline.

Phase 2: Community Engagement

The PMC proposes the following comprehensive engagement process.

Task 1: Community Celebration

In recognition of the extensive work done to date, the City intends to begin this process with a session that will be part celebration of the process just ended and part initiation of the next phase.

We can work with staff regarding how to make this a celebratory event. However, based on conversations with the city manager, it is our understanding that Mayor Bill Baird will set the stage by thanking those who worked so hard on the strategic plan. He will outline the elements

of the plan, reinforce that it is the structure that will be used for the next phase of the process and outline that the next phase of the process will be to prioritize specific strategies and set a timeline for them.

It is suggested that the second half of the program be set aside for each of the seven committees to receive an orientation regarding the process. They will review the information related to their topic area as found in the community input and strategic planning reports, their meeting schedules, and the outcomes for each meeting.

Task 2: Critical Success Factor Committees

Because much of the orientation for the committees will have occurred during the community celebration, just three meetings will be necessary to achieve the City's desire for prioritized strategies and an associated schedule.

Meeting 1:

- Activities:
 - Review environmental scan, community input and strategic plan information *that pertains to their specific critical success factor.*
 - Using small group techniques, identify preliminary strategies to achieve the identified objectives
- Outcome: Initial set of strategies

Meeting 2:

- Activities:
 - Review initial strategies identified at Meeting 1
 - Determine what strategies had been overlooked and/or should also be considered
 - Prioritize strategies using polling technology so that that
- Outcome:
 - A preliminary understanding of which strategies are important to address

Meeting 3:

Following the second meeting, the consultant team would intend to work in tandem with staff to do two things. First, refine the strategies identified in each of the critical success factor committees. Secondly, determine an appropriate timeline for implementation, considering how the strategies across the CSF fit together.

Activities:

- Review/approval for strategies and timeline

Outcome:

- Committee approval

Task 3: Concluding Celebration

Just as the CSF Committees began the engagement process together, we recommend they come together again at the conclusion of the process. Such a gathering would allow each committee to see how their work fits in with the strategic plan as a whole. This could be either before or after a presentation to the City Council.

Task 4: Social Media

The City of Lee's Summit has multiple platforms with which it communicates with its residents: website, Facebook, twitter, Instagram, and a blog, to name a few. It will be important to not only provide information to the community regarding this process but also to respond to their comments.

The City's Director of Creative Services has indicated that the consulting team can be given access to post appropriate information on the City's website. City staff will then identify appropriate channels to push out more information; they will also monitor and respond to social media comments as is necessary. The consulting team will be available to discuss issues that arise and formulate responses as necessary.

Phase 3: Report Development

The Public Management Center will produce a digital report that outlines the process, the prioritized strategies and the timeline for implementation.

Phase 4: Final Presentation

The implementation plan for *Ignite! Your Ideas. Our Future* will be formally presented to the City Council for its review.

Timeline

Our team is prepared to complete this engagement by May 31, 2020.

We understand that the project will begin with the November 25 community celebration, that committee members have been told that meetings will be primarily on Thursdays with some possible Tuesday meetings, and that space is available to have two committee meetings per evening.

The schedule can be accomplished with committee meetings that begin either in December or in January. We would like to discuss the best approach with city staff, considering the following.

- Option 1: Committee meetings begin in December

While a possibility, this option poses some challenges. Project initiation meetings with elected officials, staff and the consulting team would need to be scheduled in November. In addition, three committee meetings would have to be accommodated on one December evening, considering the holiday schedule. Finally, December is a busy month and some participants have indicated that they might not be able to commit until after the first of the year.

- Option 2: Committee meetings begin in January 2020

Deferring the start of the process until after the first of the year allows sufficient time in November and December for project kick-off activities that include the community celebration and the project initiation meetings with elected officials, staff and the consulting team. It also alleviates the possible conflicts not only with multiple committee meetings on one evening but also participants' personal conflicts.

Should this option be selected, committee members could receive one or two communications in December to maintain their engagement and interest level between the November celebration and the January meetings.

Fee

The all-inclusive fee for this engagement as outlined is \$39,900.

It assumes:

- Project initiation meetings with the city manager and with elected officials and staff representing each of the Critical Success Factor topics.
- Planning for and facilitation of the November community celebration.
- Preparation for, facilitation of and follow up to three meetings for each of the seven CSF committees for a total of 21 meetings.
- Meetings with staff to refine the strategies and timeline
- Production of a digital report
- Preparation for and facilitation of a concluding celebration
- Presentation of the final plan to the City Council
- Support of city staff in addressing social media inquiries
- The City will provide space for the meetings, copies of materials for each meeting and refreshments.

Packet Information

File #: 2019-3122, **Version:** 1

Presentation of FY20 Q1 Financial Dashboards

Issue/Request:

Presentation of FY20 Q1 Financial Dashboards

Key Issues:

The General Fund year-to-date (YTD) revenue amounts through the first quarter of FY2020 total \$13,268,452. This total is less than budgeted estimates by \$67,774 (or approximately 0.5%). The following is information about the revenue sources and variances:

-Sales Tax: The YTD local sales tax revenue is less than budgeted estimates by \$177,805 (or 3.5%) and previous year actuals by \$105,078 (or 2%). This is a data point that will be watched closely throughout the fiscal year.

-Franchise Tax: In total, YTD revenues for franchise taxes are less than budgeted estimates by \$123,020 (or 3%) and previous year actuals by \$238,989 (or 6%). The variance to the current year budget estimates is primarily the result of two of the franchise tax categories being below budgeted estimates: telephone franchise tax (less than budgeted estimates by \$72,693, or 15%) and electric franchise tax (less than budgeted estimates by \$55,564, or 2%).

-Motor Vehicle Taxes: This revenue category is greater than budgeted estimates by \$34,766 (or 4%). All three of the revenues (MV Fuel Tax, MV Sales Tax, and MV License/ Transfer Fee) that make up this category have YTD actuals greater than the current fiscal YTD budget estimates and previous fiscal year YTD actuals.

-Fines and Forfeitures: This is a revenue category that has been decreasing steadily over the past several fiscal years. Most of the revenue accounts in this revenue category have YTD actuals less than budgeted estimates and previous year amounts. Also, a specific revenue account, "penalty/ interest other" shows a significant variance from current year budget.

-Licenses and Permits: This revenue category is \$322,407 (52%) greater than budgeted estimates. The largest variances in this revenue category are in storm sewer inspection fees, grading permits, water inspection fees, and street inspection fees.

-Investment Earnings: This revenue category continues to have actual revenues greater than budgeted estimates. Specifically, the YTD revenue for this category is \$109,480 (or 133%) greater than budgeted estimates.

-Transfers In: This category has not been processed yet. Because these revenues are from other funds within the City, these revenues can be counted on with certainty. The YTD revenues for this category that have not been processed yet are in the amount of \$226,524. If this revenue category had been processed, then the

total General Fund YTD actual revenues would have been greater than the YTD budgeted estimates.

The General Fund YTD expenses and encumbrances through the first quarter of FY2020 total \$16,514,958. This total is less than budgeted estimates by \$5,017,891 (or 23%). The primary cause of the variance between budgeted and actual expenses is how large projects in the General Fund were spread.

-The EMS Adjustment was the only expense category with YTD actuals greater than budgeted estimates. The cause of this variance is that bad debt expense and insurance adjustments have had expenses greater than estimated.

Proposed City Council Motion:

N/A

Background:

N/A

Chris Clubine, Management Analyst III

FY20 Q1 Dashboard

	2020 YTD Budget	2020 YTD Encumbrance	2020 YTD Expense (Revenue)	2020 YTD Budget Remaining*	% Used	2019 YTD Expense/ (Revenue)	% Chg. 2019 to 2020
REVENUE	(13,336,226)	0	(13,268,452)	(67,774)	99%	(13,321,661)	0%
Property taxes	0	0	0	0	--	0	--
Sales tax	(4,864,332)	0	(4,720,845)	(143,487)	97%	(4,771,726)	-1%
Local Sales Tax	(4,989,580)	0	(4,811,775)	(177,805)	96%	(4,916,853)	-2%
Local Sales Tax - EATS	178,954	0	174,441	4,513	97%	198,833	-12%
CID Sales Tax	0	0	(29,806)	29,806	--	0	--
Sales tax-CassCo prior period remit	(53,706)	0	(53,705)	(1)	100%	(53,705)	0%
Franchise tax	(3,672,354)	0	(3,549,334)	(123,020)	97%	(3,788,323)	-6%
Natural Gas Franchise Tax	(273,729)	0	(276,349)	2,620	101%	(258,409)	7%
Telephone Franchise Tax	(490,944)	0	(418,251)	(72,693)	85%	(540,778)	-23%
Electric Franchise Tax	(2,583,570)	0	(2,528,006)	(55,564)	98%	(2,657,916)	-5%
Cable TV Franchise Tax	(324,111)	0	(326,728)	2,617	101%	(331,220)	-1%
Motor vehicle taxes	(955,225)	0	(989,991)	34,766	104%	(954,164)	4%
Other taxes	(72,317)	0	(68,059)	(4,258)	94%	(74,215)	-8%
Fines and forfeitures	(289,922)	0	(184,648)	(105,275)	64%	(294,712)	-37%
Licenses and permits	(615,240)	0	(937,647)	322,407	152%	(487,421)	92%
Intergovernmental	(327,741)	0	(362,716)	34,975	111%	(355,382)	2%
Charges for services	(2,122,195)	0	(2,095,529)	(26,666)	99%	(1,953,145)	7%
Material and fuel sales	(500)	0	(736)	236	147%	(317)	132%
Investment earnings	(82,500)	0	(191,980)	109,480	233%	(93,025)	106%
Other	(107,375)	0	(166,967)	59,592	155%	(348,103)	-52%
Sale of property	0	0	0	0	--	0	--
Transfers in	(19,174)	0	0	(19,174)	0%	(19,174)	-100%
EXPENSES	21,532,849	266,943	16,248,015	5,017,891	77%	19,050,823	-13%
Personal services	13,156,083	0	12,819,021	337,062	97%	12,299,178	4%
Salaries	8,299,180	0	8,485,133	(185,953)	102%	7,645,179	111%
Overtime	848,128	0	794,139	53,989	94%	627,656	127%
FICA/Medicare	648,031	0	674,376	(26,345)	104%	599,850	112%
Misc	48,506	0	46,360	2,146	96%	46,938	99%

Health/Dental Insurance	1,593,102	0	1,736,138	(143,035)	109%	1,699,179	102%
Other Payroll Costs	749,432	0	76,196	673,236	10%	774,191	10%
Retirement-Lagers	969,705	0	1,006,680	(36,975)	104%	906,186	111%
Supplies for resale	116,874	0	40,280	76,594	34%	39,251	3%
Other supplies, services and charges	3,221,244	247,438	1,305,748	1,668,057	48%	1,692,646	-8%
Repairs and maintenance	471,660	13,516	547,122	(88,978)	119%	460,521	22%
Utilities	477,154	0	287,231	189,923	60%	295,600	-3%
Fuel and lubricants	119,765	5,989	83,837	29,939	75%	127,634	-30%
Miscellaneous	63,188	0	1,795	61,393	3%	4,113	-56%
Capital outlay	17,500	0	0	17,500	0%	125,498	-100%
Construction	0	0	0	0	--	0	--
Interdepartment charges	1,760,813	0	0	1,760,813	0%	1,605,420	-100%
Transfers out	1,143,569	0	0	1,143,569	0%	1,498,198	-100%
EMS Adjustment	985,000	0	1,162,980	(177,980)	118%	902,765	29%
<u>NET INCOME</u>	<u>8,196,623</u>	<u>266,943</u>	<u>2,979,563</u>	<u>4,950,117</u>	<u>40%</u>	<u>5,729,162</u>	<u>-43%</u>