



Agenda

Finance, Governance and Public Safety Committee

Katheryn Shields, Chair
Heather Hall, Vice Chair
Ryana Parks-Shaw
Melissa Robinson
Lee Barnes
Kevin McManus

Wednesday, December 8, 2021

10:30 AM

26th Floor, Council Chamber

<https://us02web.zoom.us/j/84530222968>

PUBLIC OBSERVANCE OF MEETINGS

Members of the City Council may attend this meeting via videoconference.

Any closed session may be held via teleconference.

The public can observe this meeting at the links provided below.

Applicants and citizens wishing to participate have the option of attending each meeting or they may do so through the videoconference platform ZOOM, using this link:

<https://us02web.zoom.us/j/84530222968>

[211053](#) Approving and authorizing settlement of a lawsuit entitled Cheryl Diamond v. City of Kansas City, Missouri, et al., Case No. 2016-CV23742.

Attachments: [fact sheet-diamond](#)
[fiscal note-diamond](#)

[211066](#) Approving and authorizing settlement of lawsuit entitled Brian Messick v. City of Kansas City, Case No. 2016-CV17794.

Attachments: [fiscal note-messick](#)
[fact sheet-messick](#)

Shields and Bunch

211077 Directing the City Manager to continue to use certain incremental property and economic activity taxes to support affordable housing in the Midtown Redevelopment Tax Increment Financing Plan; and Authorizing the City Manager to enter into a funding agreement with the Planned Industrial Expansion Authority of Kansas City, Missouri for funding of projects in the Armour-Gillham PIEA Planning Area.

Attachments: [No Fact Sheet 211077](#)

211054 Amending Chapter 2, Code of Ordinances, by repealing Sections 2-1463, 2-1464, 2-1497 and 2-1499, relating to Municipal Court's court costs, records and reports, and enacting in lieu thereof four new sections of like number and subject matter.

Attachments: [FACT SHEET 211054com](#)

211055 Authorizing the Manager of Procurement Services to execute a one-year professional services contract with Life Extension Clinics, Inc. D/B/A Life Scan Wellness Center to provide annual medical evaluations to Local 42 members; authorizing the Fire Chief to spend \$480,000.00 for the services; and authorizing the Manager of Procurement Services to amend the contract and to exercise five (5) additional one (1) year terms.

Attachments: [Life Scan Wellness Centers Physicals Fact Sheet.pdf](#)
[Life Scan Wellness Center Physicals Fiscal Note.xlsx](#)

211072 Authorizing the Manager of Procurement Services to execute a one-year professional services contract with Life Extension Clinics, Inc. d/b/a Life Scan Wellness Center to provide annual medical evaluations to Local 42 members; authorizing the Fire Chief to spend \$480,000.00 for the services; and authorizing the Manager of Procurement Services to amend this contract and to exercise five (5) additional one (1) year terms.

Attachments: [Life Scan Wellness Centers Physicals Fact Sheet](#)
[Life Scan Wellness Center Physicals Fiscal Note](#)
[Life Scan WWellness Center Physicals Ordinance FY 2022](#)
[EV2832- Life Wellness Center Physical For KCFD- \(Joe signed\)](#)

Lucas

- [211060](#) Providing for submission to the qualified voters of the City for their approval at an election called for Tuesday, April 5, 2022, the question of renewing the ad valorem tax levy for a period of nine years for ambulance services, emergency medical services, hospital and public health purposes at the current level of twenty-two cents (\$.22) per one hundred dollars (\$100.00) assessed valuation on real and tangible personal property within the City; directing the City Clerk to notify the responsible election authorities of this election; and recognizing this ordinance to be an emergency measure.

HELD IN COMMITTEE

- [210921](#) RESOLUTION - Updating the 2020-2024 Citywide Business Plan including City Goals, the Financial Strategic Plan, and the Balanced Scenario of the Five-Year Planning Model; and directing the City Manager to align departmental strategic plans and business plans to the Citywide Business Plan

Attachments: [Fact Sheet 2021 CWBP](#)
[FGPS Compensation Plan Presentation 12-1-21](#)

Hall and Lucas

- [211042](#) Creating the Kansas City Young Adult City Council to reestablish the Kansas City Youth Commission established in Division 19 of the Kansas City Municipal Code.

Attachments: [No fact Sheet 211042](#)

- [210941](#) Amending Chapter 38, Code of Ordinances, Human Relations, by enacting one new Section 38-106 related to the collection of personal information from individuals entering City owned facilities unless otherwise required by law.

Attachments: [fact sheet-210941](#)

ADDITIONAL BUSINESS

1. Finance staff will present the monthly financial report for September 30, 2021 and the 2nd Quarter budget projections and analysis.
2. There may be a discussion about scheduling presentations from city departments concerning the 2022-2023 budget.

3. KCFD will give a presentation on policy and training on the utilization of approved equipment when moving patients.

4. There may be additional general discussion regarding current Finance, Governance and Public Safety Committee issues.

5. Closed Session

Pursuant to Section 610.021 subsection 1 of the Revised Statutes of Missouri to discuss legal matters, litigation, or privileged communications with attorneys;

- Pursuant to Section 610.021 subsection 2 of the Revised Statutes of Missouri to discuss real estate;
- Pursuant to Section 610.021 subsections 3 and 13 of the Revised Statutes of Missouri to discuss personnel matters;
- Pursuant to Section 610.021 subsection 9 of the Revised Statutes of Missouri to discuss employee labor negotiations;
- Pursuant to Section 610.021 subsection 11 of the Revised Statutes of Missouri to discuss specifications for competitive bidding;
- Pursuant to Section 610.021 subsection 12 of the Revised Statutes of Missouri to discuss sealed bids or proposals; or
- Pursuant to Section 610.021 subsection 17 of the Revised Statutes of Missouri to discuss confidential or privileged communications with auditor

The City Clerk's Office now has equipment for the hearing impaired for use with every meeting. To check out the equipment please see the secretary for each committee. Be prepared to leave your Driver's License or State issued Identification card with the secretary and she will give you the equipment. Upon returning the equipment your license will be returned.

Those who wish to comment on proposed ordinances can attend or, send testimony to:
public.testimony@kcmo.org.

Comments received will be distributed to the Finance committee and added to the public record by the clerk .

The city provides several ways for residents to watch City Council meetings:

Live Stream on the city's website at www.kcmo.gov

- Live Stream on the city's YouTube channel at

<https://www.youtube.com/watch?v=3hOuBlg4fok>

- Watch Channel 2 on your cable system. The channel is available through Time Warner Cable (channel 2 or 98.2), AT&T U-verse (channel 99 then select (Kansas City) and Google Fiber on Channel 142.

- To watch archived meetings, visit the City Clerk's website and look in the Video on Demand

Adjournment

Adjournment



File #: 211053

ORDINANCE NO. 211053

Approving and authorizing settlement of a lawsuit entitled *Cheryl Diamond v. City of Kansas City, Missouri, et al.*, Case No. 2016-CV23742.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the payment of the sum of \$80,000.00 for the settlement of claims asserted by Cheryl Diamond in the lawsuit styled *Cheryl Diamond v. City of Kansas City, Missouri, et al.*, Case No. 2016-CV23742, as recommended by the City Attorney and the Risk Management Committee, is hereby approved.

Section 2. That the City Attorney is hereby authorized to pay the sum of \$80,000.00 in settlement of said claims asserted by Cheryl Diamond in this lawsuit from funds previously appropriated in Account No. 22-7010-131545-B, Automobile Liability Fund.

..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form and legality:

G. Steven Diegel
Sr. Associate City Attorney

GENERAL

Ordinance Fact Sheet

211053

Ordinance Number

Brief Title: **Approval Deadline:**
 Approve settlement of lawsuit entitled *Cheryl Diamond v City of KC, MO*, Case No. 2016-CV23742

Reason:

Details

Positions / Recommendations

<p>Reason for Legislation To seek Council approval and authorization of \$80,000.00 for settlement of claims asserted by Cheryl Diamond in the lawsuit styled <i>Cheryl Diamond v. City of Kansas City, Missouri, et al.</i>, Case No. 2016-CV23742.</p>	<p>Sponsor(s) Matthew Gigliotti, City Attorney</p>												
	<p>Programs, Departments, or Groups Affected Fire</p>												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Applicants/Proponents</td> <td style="width: 70%;">Applicant</td> </tr> <tr> <td></td> <td>City Department</td> </tr> <tr> <td></td> <td>Other</td> </tr> </table>	Applicants/Proponents	Applicant		City Department		Other						
Applicants/Proponents	Applicant												
	City Department												
	Other												
<p>Discussion <i>(including relationship to other Council actions)</i></p> <p>Settlement of claims asserted by Cheryl Diamond in a lawsuit related to a motor vehicle accident at 113th Street and Bristol Terrace in Kansas City, Jackson County, Missouri.</p> <p>The Law Department and the Risk Management Committee recommend settlement of all claims in this case for \$80,000.00.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Opponents</td> <td style="width: 70%;">Groups or Individuals</td> </tr> <tr> <td></td> <td>Basis of Opposition</td> </tr> </table>	Opponents	Groups or Individuals		Basis of Opposition								
Opponents	Groups or Individuals												
	Basis of Opposition												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Staff Recommendation</td> <td style="width: 70%;">For</td> </tr> <tr> <td></td> <td>Against</td> </tr> <tr> <td></td> <td>Reasons Against:</td> </tr> </table>	Staff Recommendation	For		Against		Reasons Against:						
Staff Recommendation	For												
	Against												
	Reasons Against:												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Board or Commission Recommendation</td> <td style="width: 70%;">For</td> </tr> <tr> <td></td> <td>Against</td> </tr> <tr> <td></td> <td>No Action Taken</td> </tr> <tr> <td></td> <td>For, with revisions or conditions</td> </tr> </table>	Board or Commission Recommendation	For		Against		No Action Taken		For, with revisions or conditions				
Board or Commission Recommendation	For												
	Against												
	No Action Taken												
	For, with revisions or conditions												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Council Committee Action</td> <td style="width: 70%;">Do Pass</td> </tr> <tr> <td></td> <td>Do Pass (as amended)</td> </tr> <tr> <td></td> <td>Committee Substitute</td> </tr> <tr> <td></td> <td>No Recommendation</td> </tr> <tr> <td></td> <td>Hold</td> </tr> <tr> <td></td> <td>Do Not Pass</td> </tr> </table>	Council Committee Action	Do Pass		Do Pass (as amended)		Committee Substitute		No Recommendation		Hold		Do Not Pass
Council Committee Action	Do Pass												
	Do Pass (as amended)												
	Committee Substitute												
	No Recommendation												
	Hold												
	Do Not Pass												

Details**Policy / Program Impact**

		Policy or Program Change	No Yes
		Operational Impact Assessment	
	Finances		
		Cost and Revenue Projections	Cost of Legislation \$80,000.00 Increase/Decrease in Revenue Expected Annually
		Fund Sources	22-7010-131545-B

Applicable Dates:**Fact Sheet Prepared By:**

G. Steven Diegel, Associate City Attorney

Reviewed By:

Matthew Gigliotti, City Attorney

Reference Numbers

LEGISLATIVE FISCAL NOTE

LEGISLATION
NUMBER:

211053

LEGISLATION IN BRIEF:

Approval of settlement of Cheryl Diamond v City of Kansas City, Missouri, Case No. 2016-CV23742

What is the purpose of this legislation?

OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money?

YES

Yes/No

See Sections 01, 02 and 03 for sources of funding

Does this legislation estimate new Revenues?

NO

Yes/No

0

Does this Legislation Increase Appropriations?

NO

Yes/No

Are costs associated with this legislation ongoing (Yes)? Or one-time (No)

NO

Yes/No

See Section 00: "Notes" Below

Section 00: Notes:

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
7010	131545	618200		80,000.00	

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

NET IMPACT ON OPERATIONAL BUDGET

-	-
---	---

RESERVE STATUS:

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears

TOTAL REV

- - - - -

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
7010	City Legal Expense	80,000						

TOTAL EXP

80,000 - - - - -

NET Per-YEAR IMPACT

(80,000) - - - - -

NET IMPACT (SIX YEARS)

(80,000.00)

REVIEWED BY

Aaron Dispenza, OMB

DATE

11/18/2021



File #: 211066

ORDINANCE NO. 211066

Approving and authorizing settlement of lawsuit entitled *Brian Messick v. City of Kansas City*, Case No. 2016-CV17794.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the payment of the sum of \$56,000.00 in settlement of the lawsuit styled, *Brian Messick v. City of Kansas City, Missouri*, Case No. 2016-CV17794, as recommended by the City Attorney and the Risk Management Committee, is hereby approved.

Section 2. That the City Attorney is hereby authorized to pay the sum of \$56,000.00 in settlement of said claims in this lawsuit from funds previously appropriated in Account No. 22-7010-131543-B, Public Official Liability Fund.

..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy Queen
Director of Finance

Approved as to form and legality:

Tara M. Kelly
Senior Associate City Attorney

LEGISLATIVE FISCAL NOTE

LEGISLATION
NUMBER:

211066

LEGISLATION IN BRIEF:

Approval of settlement of lawsuit entitled Brian Messick v City of Kansas City, Missouri, Case No. 2016-CV17794.

What is the purpose of this legislation?

OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money?

YES

Yes/No

See Sections 01, 02 and 03 for sources of funding

Does this legislation estimate new Revenues?

NO

Yes/No

0

Does this Legislation Increase Appropriations?

NO

Yes/No

Are costs associated with this legislation ongoing (Yes)? Or one-time (No)

NO

Yes/No

See Section 00: " Notes" Below

Section 00: Notes:

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
7010	131543	618200		56,000.00	

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

NET IMPACT ON OPERATIONAL BUDGET

-	-
---	---

RESERVE STATUS:

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
7010	City Legal Expense	56,000						
TOTAL EXP		56,000	-	-	-	-	-	-

NET Per-YEAR IMPACT	(56,000)	-	-	-	-	-	-	-
----------------------------	----------	---	---	---	---	---	---	---

NET IMPACT (SIX YEARS)								(56,000.00)
--------------------------------	--	--	--	--	--	--	--	-------------

REVIEWED BY **Kitty Steffens OMB**

DATE **12/1/2021**

GENERAL Ordinance Fact Sheet

211066

Ordinance Number

Brief Title: **Approval Deadline:**
Approval of settlement of *Brian Messick v. City of Kansas City, Missouri*.

Reason:
To approve settlement of *Brian Messick v. City of Kansas City, Missouri*.

Details

<p>Reason for Legislation To seek City Council approval and authorization of \$56,000.00 settlement of the lawsuit styled <i>Brian Messick v. City of Kansas City, Missouri</i>, Case No. 2016-CV17794.</p>
<p>Discussion <i>(including relationship to other Council actions)</i></p> <p>Plaintiff claims he was not accommodated for a disability, treated inequitably on the basis of his disability, and was retaliated against for engaging in protected activity. This settlement resolves any potential liability, punitive damages, future liability, and attorneys' fees.</p> <p>Is it good for the children? Yes.</p>

Positions / Recommendations

Sponsor(s) Matthew Gigliotti, City Attorney	
Programs, Departments, or Groups Affected Aviation Department	
Applicants/Proponents	Applicant City Department Other
Opponents	Groups or Individuals Basis of Opposition
Staff Recommendation	<input checked="" type="checkbox"/> For <input type="checkbox"/> Against Reasons Against:
Board or Commission Recommendation	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No Action Taken <input type="checkbox"/> For, with revisions or conditions
Council Committee Action	<input type="checkbox"/> Do Pass <input type="checkbox"/> Do Pass (as amended) <input type="checkbox"/> Committee Substitute <input type="checkbox"/> No Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do Not Pass

Details

--

Policy / Program Impact

Policy or Program Change	9 No 9 Yes
Operational Impact Assessment	

Finances

Cost and Revenue Projections	Cost of Legislation \$56,000.00 Increase/Decrease in Revenue Expected Annually
Fund Sources	22-7010-131543-B, Public Official Liability Fund

Applicable Dates:

Fact Sheet Prepared By:

Tara M. Kelly, Senior Associate City Attorney

Reviewed By:

Matthew Gigliotti, City Attorney

Reference Numbers:



File #: 211077

ORDINANCE NO. 211077

Directing the City Manager to continue to use certain incremental property and economic activity taxes to support affordable housing in the Midtown Redevelopment Tax Increment Financing Plan; and Authorizing the City Manager to enter into a funding agreement with the Planned Industrial Expansion Authority of Kansas City, Missouri for funding of projects in the Armour-Gillham PIEA Planning Area.

WHEREAS, the Midtown Redevelopment Tax Increment Financing Plan (the “Redevelopment Plan”) was approved December 15, 1992 by the Tax Increment Financing Commission of Kansas City; and

WHEREAS, the objectives of the Redevelopment Plan include (1) eliminating blight; (2) enhancing the tax base of the City; (3) increasing employment in the city; and (4) preserving and rehabilitating the existing residential development, and constructing new residential development in the vicinity of the Redevelopment Plan’s redevelopment area; and

WHEREAS, the Redevelopment Plan will expire April 12, 2023; and

WHEREAS, upon expiration of the Redevelopment Plan, the City and other taxing jurisdictions will begin to collect full property and sales taxes for the Midtown Tax Increment Financing District (the “District”); and

WHEREAS, the Redevelopment Plan has furthered the City’s goals of supporting commercial development, single-family development through the Rehabilitation Assistance of Midtown Properties (“RAMP”) Program, and multi-family development through the Business Interruption Fund; and

WHEREAS, certain economic activity taxes are statutorily committed and not subject to redirection for affordable housing uses (“Restricted Economic Activity Taxes.”); and

WHEREAS, the City desires to use the incremental property taxes and fifty percent of the economic activity taxes excluding the Restricted Economic Activity taxes collected in the area currently within the District, (the “Redirected Funds”) to support affordable housing in the district; and

WHEREAS, the City Manager has estimated the amount of Redirected Funds to be collected by the City in Fiscal Year 2024 to be \$1,838,345; and

WHEREAS, the City desires to support the furtherance of Midtown housing growth, consistent with the City policy goals of increased affordable housing and workforce housing, beyond the Redevelopment Plan's expiration date by contributing the Redirected Funds to projects within the Armour-Gillham PIEA Planning Area; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is authorized to contribute 33.33% of the Redirected Funds collected per year, beginning is Fiscal Year 2024, to the RAMP Program, to be administered by the Economic Development Corporation of Kansas City with assistance from City staff.

Section 2. That the City Manager is directed to establish a program utilizing 33.33% of the Redirected Funds to support the creation of new residential units in the vicinity of the Midtown Redevelopment Tax Increment Financing Plan.

Section 3. That the City Manager is directed to contribute 33.33% of the Redirected Funds as subsidies for Kansas City renters who live in what is now the Midtown Tax Increment Financing District.

Section 4. That as part of the program referenced in Section 2, the City Manager is hereby authorized to execute a funding agreement with the Planned Industrial Expansion Authority of Kansas City, Missouri for a term of twenty years to contribute a portion of the Redirected Funds in the amount not to exceed \$526,051.82 per year for use in the Armour Main Redevelopment Plan located within the Armour-Gilham PIEA Planning Area, beginning to no earlier than May 1, 2024.

Section 5. That the City Manager is authorized to execute the funding agreement in substantially the form attached to this Ordinance with such changes and clarifications as are determined necessary by the City Manager.

..end

Approved as to form and legality:

Emalea Black
Assistant City Attorney

No
Fact
Sheet
Provided
For
Resolution
211077



File #: 211054

ORDINANCE NO. 211054

Amending Chapter 2, Code of Ordinances, by repealing Sections 2-1463, 2-1464, 2-1497 and 2-1499, relating to Municipal Court's court costs, records and reports, and enacting in lieu thereof four new sections of like number and subject matter.

WHEREAS, the Office of the State Courts Administrator (OSCA) recently conducted a review of Municipal Court operations to determine compliance with State Statutes, Supreme Court Rules and Court Operating Rules; and

WHEREAS, following such review, the OSCA provided the Municipal Court a report containing its recommendations; and

WHEREAS, the City is amending its Code of Ordinances to follow these recommendations; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing Sections 2-1463, 2-1464, 2-1497 and 2-1499, relating to Municipal Court's court costs, records and reports, and enacting in lieu thereof four new sections of like number and subject matter, to read as follows:

Sec. 2-1463. Costs and fees generally.

(a) For each municipal ordinance violation case filed before a municipal judge or processed in a traffic violations bureau or a general violations bureau wherein the defendant pleads guilty or is found guilty, the judge shall assess costs in the amount of \$12.00 against the defendant, except in those cases where the defendant is found by the judge to be indigent and unable to pay costs.

(b) In addition to any costs which may be assessed by the court pursuant to subsection (a) of this section or pursuant to other statute, ordinance or court rule, the court administrator is authorized to establish a schedule of fees designed to reflect the cost of providing other services, including the preparation of surrender papers, a certified copy of any record, a copy of any information, pleading or other document. No charge may be imposed under this subsection for the preparation of any such document for a governmental agency.

(c) Such costs as shall be assessed as part of the judgment or as otherwise provided in this section shall be collected by the court administrator and be paid into the city treasury as provided by law; however, in no case shall the city be liable for any costs assessed in the municipal division courts.

Sec. 2-1464. Additional costs.

(a) *Costs for use in training of law enforcement officers.* In addition to any cost which may be assessed by the municipal division pursuant to statute, ordinance or court rule, in every proceeding filed in the municipal division, for violation of an ordinance, a surcharge of \$2.00 shall be assessed. Such surcharge shall also be assessed in cases in which pleas of guilty are processed in the traffic violations bureau or general violations bureau. No such surcharge shall be collected in any proceeding when the proceeding or defendant has been dismissed by the court, when costs are to be paid by the state, county or municipality, or in cases where the defendant is found by the court to be indigent and unable to pay the surcharge. Such surcharge shall be collected by the court administrator and transmitted monthly to the city treasurer. Funds collected under this subsection shall be used by the city only to pay for the training of peace officers and law enforcement officers as provided by RSMo § 590.140.

(b) *Peace officer standards and training commission fund.* Pursuant to RSMo § 590.140, an additional surcharge in the amount of \$1.00 shall be assessed to be paid to the state treasury to the credit of the peace officer standards and training commission fund. No such surcharge shall be collected in any proceeding in which the proceeding or defendant has been dismissed by the court, when costs are to be paid by the state, county or municipality, or in cases where the defendant is found by the court to be indigent and unable to pay the surcharge. This surcharge shall be collected by the court administrator and transmitted monthly to the city treasurer.

(c) *Costs for use in funding of shelters for battered persons.* In addition to all other court costs for municipal ordinance violations, a surcharge of \$4.00 shall be assessed and used only for the purpose of providing operating expenses for shelters for battered persons as defined in RSMo §§ 455.200—455.230. No such surcharge shall be collected in any proceeding in which the proceeding or defendant has been dismissed by the court, the costs are to be paid by the state, county or municipality, or in cases where the defendant is found by the court to be indigent and unable to pay the surcharge. The surcharge shall be collected by the court administrator and transmitted at least monthly to the city treasurer.

(d) *Costs for use in a court information and records management system.* For each municipal ordinance violation case wherein the defendant pleads guilty or is found guilty, the court shall assess a surcharge in the amount of \$5.00 against the defendant, except in those cases where the defendant is found by the judge to be indigent and unable to pay costs. The surcharge shall be collected by the court administrator, transmitted monthly to the city treasury, and used only for the procurement, installation, maintenance, consulting services, and upkeep of a court information and records management system.

(e) *Costs for use in developing a biometric identification system.* In addition to any cost which may be assessed by the municipal division pursuant to statute, ordinance or court rule, in

every proceeding filed in the municipal division, for violation of an ordinance a surcharge of \$2.00 shall be assessed as costs. Such surcharge shall also be assessed in cases in which pleas of guilty are processed in the traffic violations bureau or general violations bureau. No such surcharge shall be collected in any proceeding when the proceeding or defendant has been dismissed by the court or when costs are to be paid by the state, county or municipality. Such surcharge shall be collected by the court administrator and transmitted to the city treasurer. The city treasurer shall deposit all such funds generated pursuant to this subsection in an "inmate security fund", which is hereby created. Such funds collected under this subsection shall be used by the city only to pay for the development of biometric identification systems as provided by RSMo § 488.5026.

(f) *Costs for certain specialized courts.* Pursuant to RSMo § 488.2230, an additional surcharge in the amount of \$7.00 for ordinance violations shall be assessed to fund special mental health, drug, and veterans courts, including indigent defense and ancillary services associated with such specialized courts. No such surcharge shall be collected in any proceeding in which the proceeding or defendant has been dismissed by the court, when costs are to be paid by the state, county or municipality, or in cases where the defendant is found by the court to be indigent and unable to pay the surcharge. This surcharge shall be collected by the court administrator and transmitted at least monthly to the city treasurer.

(g) *Costs for municipal courthouse renovation, maintenance and upkeep.* Pursuant to RSMo § 488.2235, an additional surcharge in the amount of \$5.00 for ordinance violations shall be assessed only to fund the restoration, maintenance and upkeep of the municipal courthouse of the Kansas City Municipal Division of the Sixteenth Judicial Circuit. No such surcharge shall be collected in any proceeding in which the proceeding or defendant has been dismissed by the court, when costs are to be paid by the state, county or municipality; or in cases where the defendant is found by the court to be indigent and unable to pay the surcharge. This surcharge shall be collected by the court administrator and transmitted at least monthly to the city treasurer.

Sec. 2-1497. Monthly statement to director of finance.

On or before the 15th of each month, the clerk of the municipal court shall file with the director of finance a copy of the monthly case load summary report for the preceding month that has been filed with the Office of the State Courts Administrator.

Sec. 2-1499. Access to records.

The records, books and accounts required to be kept by the provisions of this division shall at all times be open to the inspection of the director of finance or other authorized city officer, or committee of the council, and the director of finance or auditor shall have the right at all times to take charge of such records, books and accounts for the purpose of examining them. The provisions of this section shall apply only to administrative records and shall not apply to any case files.

..end

Approved as to form and legality:

Alan Holtkamp
Assistant City Attorney

GENERAL

Ordinance Fact Sheet

211054

Ordinance Number

Brief Title:

Approval Deadline:

Reason:

Amending Chapter 2, Code of Ordinances, by repealing Sections 2-1463, 2-1464, 2-1497 and 2-1499, relating to Municipal Court's court costs, records and reports, and enacting in lieu thereof four new sections of like number and subject matter.

Details

Positions / Recommendations

<p>Reason for Legislation To Amend Chapter 2, Code of Ordinances, by repealing Sections 2-1463, 2-1464, 2-1497 and 2-1499, relating to Municipal Court's court costs, records and reports, and enacting in lieu thereof four new sections of like number and subject matter.</p>	<p>Sponsor(s) City Manager Brian Platt</p>	
	<p>Programs, Departments, or Groups Affected Municipal Court and Finance Department</p>	
	<p>Applicants/Proponents</p>	<p>Applicant</p> <p style="margin-left: 20px;">City Department</p> <p style="margin-left: 20px;">Other</p>
<p>Discussion <i>(including relationship to other Council actions)</i> The Office of the State Courts Administrator (OSCA) recently conducted a review of Municipal Court operations to determine compliance with State Statutes, Supreme Court Rules and Court Operating Rules. Following such review, the OSCA provided the Municipal Court a report containing its recommendations. The City is amending its Code of Ordinances to follow these recommendations.</p>	<p>Opponents</p>	<p>Groups or Individuals</p> <p>Basis of Opposition</p>
	<p>Staff Recommendation</p>	<p><input type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p> <p>Reasons Against:</p>

	Board or Commission Recommendation	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No Action Taken <input type="checkbox"/> For, with revisions or conditions
	Council Committee Action	<input type="checkbox"/> Do Pass <input type="checkbox"/> Do Pass (as amended) <input type="checkbox"/> Committee Substitute <input type="checkbox"/> No Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do Not Pass

Details

Policy / Program Impact

<p><u>Is it good for the children?</u> Yes.</p> <p><u>How will this contribute to a sustainable Kansas City?</u> This legislation is not intended to address the issue of sustainability.</p>	Policy or Program Change	<input type="checkbox"/> No <input type="checkbox"/> Yes
	Operational Impact Assessment	
	Finances	
	Cost and Revenue Projections	Cost of Legislation Increase/Decrease in Revenue Expected Annually
	Fund Sources	

Applicable Dates:

Fact Sheet Prepared By:

Alan L. Holtkamp, Assistant City Attorney

Reviewed By:

Reference Numbers

COMPARED VERSION
NEW ORDINANCE TO CODE BOOKS

ORDINANCE NO. 211054

Amending Chapter 2, Code of Ordinances, by repealing Sections 2-1463, 2-1464, 2-1497 and 2-1499, relating to Municipal Court's court costs, records and reports, and enacting in lieu thereof four new sections of like number and subject matter.

WHEREAS, the Office of the State Courts Administrator (OSCA) recently conducted a review of Municipal Court operations to determine compliance with State Statutes, Supreme Court Rules and Court Operating Rules; and

WHEREAS, following such review, the OSCA provided the Municipal Court a report containing its recommendations; and

WHEREAS, the City is amending its Code of Ordinances to follow these recommendations; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing Sections 2-1463, 2-1464, 2-1497 and 2-1499, relating to Municipal Court's court costs, records and reports, and enacting in lieu thereof four new sections of like number and subject matter, to read as follows:

Sec. 2-1463. Costs and fees generally.

(a) For each municipal ordinance violation case ~~except nonmoving traffic violations~~ filed before a municipal judge or processed in a traffic violations bureau or a general violations bureau wherein the defendant pleads guilty or is found guilty, the judge shall assess costs in the amount of \$12.00 against the defendant, except in those cases where the defendant is found by the judge to be indigent and unable to pay costs.

~~(b) For each nonmoving traffic violation filed before a municipal judge or processed in a traffic violations bureau or a general violations bureau wherein the defendant pleads guilty or is found guilty, the judge shall assess costs in the amount of \$1.00 against the defendant, except in those cases where the defendant is found by the judge to be indigent and unusable to pay costs.~~

~~(e)~~(b) In addition to any costs which may be assessed by the court pursuant to subsection (a) ~~or subsection (b)~~ of this section or pursuant to other statute, ordinance or court rule, the court administrator is authorized to establish a schedule of fees designed to reflect the cost of providing other services, including the preparation of surrender papers, a certified copy of any record, a copy of any information, pleading or other document. No charge may be imposed under this subsection for the preparation of any such document for a governmental agency.

Formatted: Font: Bold

Formatted: Normal, Indent: Left: 0.5"

Formatted: Normal

Formatted: Normal, Indent: Left: 0.5", First line: 0", Tab stops: Not at 0.75"

Formatted: Normal

Formatted: Footer

(d) Such costs as shall be assessed as part of the judgment or as otherwise provided in this section shall be collected by the court administrator and be paid into the city treasury as provided by law; however, in no case shall the city be liable for any costs assessed in the municipal division courts.

Formatted: Normal, Indent: Left: 0.5", First line: 0", Tab stops: Not at 0.75"

Formatted: Normal

Sec. 2-1464. Additional costs.

(a) *Costs for use in training of law enforcement officers.* In addition to any cost which may be assessed by the municipal division pursuant to statute, ordinance or court rule, in every proceeding filed in the municipal division, for violation of an ordinance, a surcharge of \$2.00 shall be assessed. Such surcharge shall also be assessed in cases in which pleas of guilty are processed in the traffic violations bureau or general violations bureau. No such surcharge shall be collected in any proceeding when the proceeding or defendant has been dismissed by the court, when costs are to be paid by the state, county or municipality, or in cases where the defendant is found by the court to be indigent and unable to pay the surcharge. Such surcharge shall be collected by the court administrator and transmitted monthly to the city treasurer. Funds collected under this subsection shall be used by the city only to pay for the training of peace officers and law enforcement officers as provided by RSMo § 590.140.

Formatted: Normal, Indent: Left: 0.5", First line: 0", Tab stops: Not at 0.69"

Formatted: Normal

(b) *Peace officer standards and training commission fund.* Pursuant to RSMo § 590.140, an additional surcharge in the amount of \$1.00 shall be assessed to be paid to the state treasury to the credit of the peace officer standards and training commission fund. No such surcharge shall be collected in any proceeding in which the proceeding or defendant has been dismissed by the court, when costs are to be paid by the state, county or municipality, or in cases where the defendant is found by the court to be indigent and unable to pay the surcharge. This surcharge shall be collected by the court administrator and transmitted monthly to the city treasurer.

Formatted: Normal, Indent: Left: 0.5", First line: 0", Tab stops: Not at 0.69"

Formatted: Normal, Tab stops: Not at 0.69"

(c) *Costs for use in funding of shelters for battered persons.* In addition to all other court costs for municipal ordinance violations, a surcharge of \$4.00 ~~for moving and general ordinance violations and \$3.00 for nonmoving violations~~ shall be assessed and used only for the purpose of providing operating expenses for shelters for battered persons as defined in RSMo §§ 455.200—455.230. No such surcharge shall be collected in any proceeding in which the proceeding or defendant has been dismissed by the court, the costs are to be paid by the state, county or municipality, or in cases where the defendant is found by the court to be indigent and unable to pay the surcharge. The surcharge shall be collected by the court administrator and transmitted at least monthly to the city treasurer.

Formatted: Normal, Indent: Left: 0.5", First line: 0", Tab stops: Not at 0.69"

Formatted: Normal, Tab stops: Not at 0.69"

(d) *Costs for use in a court information and records management system.* For each municipal ordinance violation case, ~~except nonmoving traffic violations filed before a municipal judge or processed in a traffic violations bureau or a general violations bureau,~~ wherein the defendant pleads guilty or is found guilty, the court shall assess a surcharge in the amount of \$5.00 against the defendant, except in those cases where the defendant is found by the judge to be indigent and unable to pay costs. The surcharge shall be collected by the court administrator, transmitted monthly to the city treasury, and used only for the procurement, installation,

Formatted: Normal, Indent: Left: 0.5", First line: 0", Tab stops: Not at 0.69"

Formatted: Normal, Tab stops: Not at 0.69"

Formatted: Footer

maintenance, consulting services, and upkeep of a court information and records management system.

(e)– *Costs for use in developing a biometric identification system.* In addition to any cost which may be assessed by the municipal division pursuant to statute, ordinance or court rule, in every proceeding filed in the municipal division, for violation of an ordinance, ~~except nonmoving traffic violations filed before a municipal judge or processed in a traffic violations bureau or a general violations bureau,~~ a surcharge of \$2.00 shall be assessed as costs. Such surcharge shall also be assessed in cases in which pleas of guilty are processed in the traffic violations bureau or general violations bureau. No such surcharge shall be collected in any proceeding when the proceeding or defendant has been dismissed by the court or when costs are to be paid by the state, county or municipality. Such surcharge shall be collected by the court administrator and transmitted to the city treasurer. The city treasurer shall deposit all such funds generated pursuant to this subsection in an "inmate security fund", which is hereby created. Such funds collected under this subsection shall be used by the city only to pay for the development of biometric identification systems as provided by RSMo § 488.5026.

Formatted: Normal, Indent: Left: 0.5", First line: 0", Tab stops: Not at 0.69"

Formatted: Font: Not Italic

Formatted: Normal, Tab stops: Not at 0.69"

(f) *Costs for certain specialized courts.* Pursuant to RSMo § 488.2230, an additional surcharge in the amount of \$7.00 for ~~moving and general ordinance violations and \$3.00 for non-moving~~ violations shall be assessed to fund special mental health, drug, and veterans courts, including indigent defense and ancillary services associated with such specialized courts. No such surcharge shall be collected in any proceeding in which the proceeding or defendant has been dismissed by the court, when costs are to be paid by the state, county or municipality, or in cases where the defendant is found by the court to be indigent and unable to pay the surcharge. This surcharge shall be collected by the court administrator and transmitted at least monthly to the city treasurer.

Formatted: Normal, Indent: Left: 0.5", First line: 0", Tab stops: Not at 0.69"

Formatted: Normal, Tab stops: Not at 0.69"

(g) *Costs for municipal courthouse renovation, maintenance and upkeep.* Pursuant to RSMo § 488.2235, an additional surcharge in the amount of \$5.00 for ~~moving and general ordinance violations and \$2.00 for non-moving~~ violations shall be assessed only to fund the restoration, maintenance and upkeep of the municipal courthouse of the Kansas City Municipal Division of the Sixteenth Judicial Circuit. No such surcharge shall be collected in any proceeding in which the proceeding or defendant has been dismissed by the court, when costs are to be paid by the state, county or municipality; or in cases where the defendant is found by the court to be indigent and unable to pay the surcharge. This surcharge shall be collected by the court administrator and transmitted at least monthly to the city treasurer.

Formatted: Normal, Indent: Left: 0.5", First line: 0", Tab stops: Not at 0.69"

Formatted: Normal, Tab stops: Not at 0.69"

Sec. 2-1497. Monthly statement to director of finance.

On ~~or before~~ the ~~first day~~15th of each month, the clerk of the municipal court shall file with the director of finance a ~~statement~~copy of the ~~total number of cases in each court during monthly case load summary report for the month next~~ preceding ~~such day, month that has been filed with the disposition made~~Office of them and the ~~aggregate amount of fines paid under this article.~~State Courts Administrator.

Formatted: Normal, Indent: Left: 0.5"

Formatted: Normal, Indent: First line: 0.5"

Formatted: Indent: Left: 0.5"

Formatted: Footer

Sec. 2-1499. Access to records.

The records, books and accounts required to be kept by the provisions of this division shall at all times be open to the inspection of the director of finance or other authorized city officer, or committee of the council, and the director of finance or auditor shall have the right at all times to take charge of such records, books and accounts for the purpose of examining them. The provisions of this section shall apply only to administrative records and shall not apply to any case files.

Approved as to form and legality:

Alan Holtkamp
Assistant City Attorney

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt, Bold

Formatted: Normal

Formatted: Font: Bold

Formatted: Normal, Indent: Left: 0.5"

Formatted: Normal, Indent: First line: 0.5"

Formatted: Footer



File #: 211055

ORDINANCE NO. 211055

Authorizing the Manager of Procurement Services to execute a one-year professional services contract with Life Extension Clinics, Inc. D/B/A Life Scan Wellness Center to provide annual medical evaluations to Local 42 members; authorizing the Fire Chief to spend \$480,000.00 for the services; and authorizing the Manager of Procurement Services to amend the contract and to exercise five (5) additional one (1) year terms.

WHEREAS, Section 3-4l(a)(2), Code of Ordinances, requires the Manager of Procurement Services, to obtain City Council authorization to enter into services other than a sole source professional services contract that may exceed \$400,000.00; and

WHEREAS, Article V Section 7 of the Collective Bargaining Agreement Between City of Kansas City, Missouri and International Association of Fire Fighters Local NO. 42 2021-2024 states that the City and the Union agree to provide, at no cost to the members, annual physicals for all employees, in accordance with the IAFF/IAFC Wellness Fitness Initiative (4th edition), and

WHEREAS, the Fire Chief estimates it will spend \$480,000.00 in the first year of the contract; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is authorized to execute a one-year contract with Life Extension Clinics, Inc. D/B/A Life Scan Wellness Center to provide annual medical evaluations consistent with relevant NFPA standards and the IAFF/IAFC Wellness Fitness Initiative. A copy of the contract will be maintained on file in the office of the Manager of Procurement.

Section 2. Within FY 2021-22 Fire Department’s adopted budget, \$480,000.00 has been appropriated for physicals, in each additional Fiscal Year the estimated cost for this contract will be \$750,000.00.

Section 3. That the Manager of Procurement Services is authorized to amend the contract and execute up to five (5) additional one (1) year terms without further City Council authorization.

..end

The City has no financial obligation under both this Ordinance and Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Alan Holtkamp
Assistant City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	211055		
		Approval Deadline:			
LEGISLATION IN BRIEF:					
What is the reason for this legislation?		Fact Sheet Color Codes User Entered Field User Select From Menu For OMB Use			
		Sponsor(s)			
		Programs, Departments, or Groups Affected			
		Sub-Program in Budget (page #)			
		Applicants/ Proponents	City Department		
			Other		
		Staff Recommendation			
		Board or Commission Recommendation			
		Future Impacts			
		Cost of Legislation current Fiscal Year			
		Costs in Future Fiscal Years?			
Citywide Business Plan Goal	Annual Revenue Increase/Decrease				
Citywide Business Plan Objective	Applicable Dates:				
Citywide Business Plan Strategy	Prepared by:				
	Date Prepared:				
	Reviewed by:				
	Date Reviewed				
		Reference Numbers			

LEGISLATIVE FISCAL NOTE

LEGISLATION
NUMBER:

211055

LEGISLATION IN BRIEF:

Authorizing the Manager of Procurement Services to execute a one-year professional services contract with Life Scan Wellness Centers for members of KCFD to receive annual medical evaluations: and authorizing the Manager of Procurement Services to amend this contract for up to five (5) additional one (1) year terms.

What is the purpose of this legislation?

OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money?

NO

Yes/No

See Section 00: " Notes" Below

Does this legislation estimate new Revenues?

NO

Yes/No

0

Does this Legislation Increase Appropriations?

NO

Yes/No

Are costs associated with this legislation ongoing (Yes)? Or one-time (No)

YES

Yes/No

See Section 04 for five years of ongoing costs (Operational and Maintenance)

Section 00: Notes:

This ordinance authorizes the manager of procurement to enter into a contract to provide a service for KCFD. This ordinance does not authorize an expenditure in its current form. KCFD estimates that the cost will be \$480,000 in the first year and \$750,000 in each additional year. Those costs are reflected in Section 04.

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

NET IMPACT ON OPERATIONAL BUDGET

-	-

RESERVE STATUS:

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
2300	Fire Sales Tax - OP	480,000	750,000	750,000	750,000	750,000	750,000	
TOTAL EXP		480,000	750,000	750,000	750,000	750,000	750,000	-

NET Per-YEAR IMPACT (480,000) (750,000) (750,000) (750,000) (750,000) (750,000) (750,000) -

NET IMPACT (SIX YEARS) (4,230,000.00)

REVIEWED BY

Charles Leap

DATE

11/9/2021



File #: 211072

ORDINANCE NO. 211072

Authorizing the Manager of Procurement Services to execute a one-year professional services contract with Life Extension Clinics, Inc. d/b/a Life Scan Wellness Center to provide annual medical evaluations to Local 42 members; authorizing the Fire Chief to spend \$480,000.00 for the services; and authorizing the Manager of Procurement Services to amend this contract and to exercise five (5) additional one (1) year terms.

WHEREAS, Section 3-4l(a)(2), Code of Ordinances, requires the Manager of Procurement Services, to obtain City Council authorization to enter into services other than a sole source professional services contract that may exceed \$400,000.00; and

WHEREAS, Article V Section 7 of the Collective Bargaining Agreement Between City of Kansas City, Missouri and International Association of Fire Fighters Local NO. 42 2021-2024 states that the City and the Union agree to provide, at no cost to the members, annual physicals for all employees, in accordance with the IAFF/IAFC Wellness Fitness Initiative (4th edition), and

WHEREAS, the Fire Chief estimates it will spend \$480,000.00 in the first year of the contract; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is authorized to execute a one-year contract with Life Extension Clinics, Inc. d/b/a Life Scan Wellness Center to provide annual to provide annual medical evaluations consistent with relevant NFPA standards and the IAFF/IAFC Wellness Fitness Initiative. A copy of the contract will be maintained on file in the office of the Manager of Procurement.

Section 2. Within FY 2021-22 Fire Department’s adopted budget \$480,000.00 has been appropriated for physicals, in each additional Fiscal Year it’s estimated the cost for this contract will be \$750,000.00.

Section 3. That the Manager of Procurement Services is authorized to amend the contract and execute up to five (5) additional one (1) year terms without further City Council approval.
..end

The City has no financial obligation under both this Ordinance and Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

Tammy Queen
Director of Finance

Approved as to form and legality:

Alan L. Holtkamp
Assistant City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
What is the reason for this legislation?		Fact Sheet Color Codes User Entered Field User Select From Menu For OMB Use	
		Sponsor(s)	
		Programs, Departments, or Groups Affected	
		Sub-Program in Budget (page #)	
		Applicants/ Proponents	City Department
Discussion (including relationship to other Council actions)			Other
		Staff Recommendation	
		Board or Commission Recommendation	
		Future Impacts	
		Cost of Legislation current Fiscal Year	
		Costs in Future Fiscal Years?	
Citywide Business Plan Goal		Annual Revenue Increase/Decrease	
Citywide Business Plan Objective		Applicable Dates:	
		Prepared by:	
		Date Prepared:	
Citywide Business Plan Strategy		Reviewed by:	
		Date Reviewed	
		Reference Numbers	

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	
--------------------------------	------------------------	--

LEGISLATION IN BRIEF:
 Authorizing the Manager of Procurement Services to execute a one-year professional services contract with Life Scan Wellness Centers for members of KCFD to receive annual medical evaluations: and authorizing the Manager of Procurement Services to amend this contract for up to five (5) additional one (1) year terms.

What is the purpose of this legislation? OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money? YES Yes/No
See Sections 01, 02 and 03 for sources of funding

Does this legislation estimate new Revenues? NO Yes/No
 0

Does this Legislation Increase Appropriations? NO Yes/No

Are costs associated with this legislation ongoing (Yes)? Or one-time (No) YES Yes/No
See Section 04 for five years of ongoing costs (Operational and Maintenance)

Section 00: Notes:
This ordinance authorizes the manager of procurement to enter into a contract to provide a service for KCFD. This ordinance does not authorize an expenditure in its current form. KCFD estimates that the cost will be \$480,000 in the first year and \$750,000 in each additional year. Those cost are reflected in Section 4.

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
2300	232000	618650		480,000.00	750,000.00

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

NET IMPACT ON OPERATIONAL BUDGET

	-			-	
--	---	--	--	---	--

RESERVE STATUS:

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
	TOTAL REV	-	-	-	-	-	-	-
2300	Fire Sales Tax - OP	480,000	750,000	750,000	750,000	750,000	750,000	
	TOTAL EXP	480,000	750,000	750,000	750,000	750,000	750,000	-
NET Per-YEAR IMPACT		(480,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	-
NET IMPACT (SIX YEARS)								(4,230,000.00)

REVIEWED BY James Sturdevant DATE 12/2/2021

Authorizing the Manager of Procurement Services to execute a one-year professional services contract with Life Extension Clinics, Inc. D/B/A Life Scan Wellness Center to provide annual medical evaluations to Local 42 members; authorizing the Fire Chief to spend \$480,000.00 for the services; and authorizing the Manager of Procurement Services to amend this contract and to exercise five (5) additional one (1) year terms.

WHEREAS, Section 3-41(a)(2), Code of Ordinances, requires the Manager of Procurement Services, to obtain City Council authorization to enter into services other than a sole source professional services contract that may exceed \$400,000.00; and

WHEREAS, Article V Section 7 of the Collective Bargaining Agreement Between City of Kansas City, Missouri and International Association of Fire Fighters Local NO. 42 2021-2024 states that the City and the Union agree to provide, at no cost to the members, annual physicals for all employees, in accordance with the IAFF/IAFC Wellness Fitness Initiative (4th edition), and

WHEREAS, the Fire Chief estimates it will spend \$480,000.00 in the first year of the contract; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is authorized to execute a one-year contract with Life Extension Clinics, Inc. D/B/A Life Scan Wellness Center to provide annual to provide annual medical evaluations consistent with relevant NFPA standards and the IAFF/IAFC Wellness Fitness Initiative. A copy of the contract will be maintained on file in the office of the Manager of Procurement.

Section 2. Within FY 2021-22 Fire Department's adopted budget \$480,000.00 has been appropriated for physicals, in each additional Fiscal Year it's estimated the cost for this contract will be \$750,000.

Section 3. That the Manager of Procurement Services is authorized to amend the contract and execute up to five (5) additional one (1) year terms without further City Council approval.

The City has no financial obligation under both this Ordinance and Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

Tammy Queen
Director of Finance

Approved as to form and legality:

Alan L. Holtkamp
Assistant City Attorney

STANDARD CITY CONTRACT

MASTER CONTRACT FOR SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2832

TITLE/DESCRIPTION: Physicals For Kansas City Fire Department (KCFD)

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated April 5, 2021 that is incorporated by reference into this Contract;
- (c) CITY's RFP No. EV2832 that is incorporated into this Contract by reference;
- (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

ATTACHMENT A- SCOPE OF SERVICE

ATTACHMENT B- PRICING

ATTACHMENT C- PHYSICAL EXAMINATIONS PLAN

ATTACHMENT D- MWBE CUPS AND LOI'S

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on _____, _____ and shall end on _____, _____. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.

- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Compensation.

- (a) CITY shall pay CONTRACTOR on the following basis: Attachment A: Scope of Work and Attachment B: Pricing.
- (b) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: Attachment B: Pricing
- (c) Pricing effective through 2022. Subject to annual Medical Price Index increase.
- (d) CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of Contractor. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to

CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.

- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.

- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Service of Process. In addition to the methods of service allowed by the State of Missouri, CONTRACTOR hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon CONTRACTOR's actual receipt of process or upon the CITY's receipt of the return thereof by the United States Postal Service as refused or undeliverable. CONTRACTOR must promptly notify the CITY, in writing, of each and every change of address to which service of process can be made. Service by the CITY to the last known address shall be sufficient. CONTRACTOR will have thirty (30) calendar days after service hereunder is complete in which to respond.

Sec. 18. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
Attention: Darrell Everette, CPSM, MBA, CJP, Acting Manager
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Telephone: (816) 513-0798
Facsimile: (816) 513-1066

With copies to: Matthew J. Gigliotti, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3153

If to the CONTRACTOR: Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers
Attention: Patricia Johnson, CEO
1011 N. MacDill Avenue
Tampa, FL 33607
Telephone: (813) 876-0625
Patricia.johnson@lifescanwellness.com

Sec. 19. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 20. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 21. Insurance.

- Insure
- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
 - 1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
 - 2. Workers’ Compensation Insurance and Employers Liability Policies as required by Missouri law.
 - 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an “any auto” basis and on an “occurrence” basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
 - 4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
 - (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR’s nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
 - (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.

- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 22. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written

resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.

- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 23. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 24. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

Sec. 25. Assignability and Subcontracting.

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in

any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 26. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 27. Intellectual Property Rights. CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

Sec. 28. Minority and Women's Business Enterprises. CITY is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of CITY contracts. If M/WBE participation goals have been set for this Contract, CONTRACTOR agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in CITY'S Code Chapter 3 Sections 3-421 through 3-469 and as hereinafter amended. CONTRACTOR shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment No. D**. If CONTRACTOR fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the CITY will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the CONTRACTOR'S payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the CONTRACTOR acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the CONTRACTOR, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 29. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an

electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 30. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 31. Annual Appropriation of Funds.

A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.

B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 32. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, CONTRACTOR certifies CONTRACTOR will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$12.50 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or CITY has granted CONTRACTOR an exemption.

Sec. 33. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and CONTRACTOR employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, CONTRACTOR certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

CONTRACTOR

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

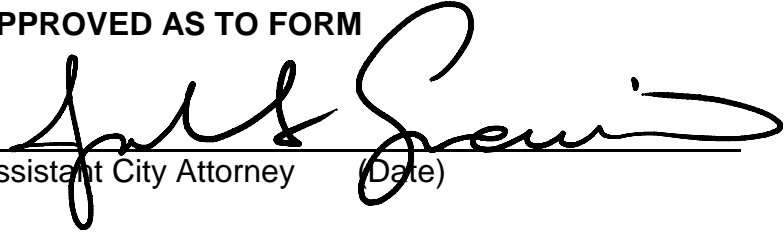
Contractor: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM



Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

ATTACHMENT A- SCOPE OF SERVICES

Each covered member of KCFD (approximately 1,175) will receive an annual medical evaluation consistent with relevant NFPA standards (NFPA 1582, 1583, et al.) and the IAFF/IAFC Wellness Fitness Initiative (WFI). The supplier will provide facilities and/or settings sufficient to efficiently schedule and provide access to all KCFD personnel. Each firefighter physical shall consist of at least the following components:

a) Components of the Occupational Medical Evaluation of Members (NFPA 1582-18, 7.4)

1. Public Safety Exam (NFPA 1582 compliant) • Hands-On Physical Exam
 - Vision Exam (Titmus)
 - Occupational Hearing Exam

 - Skin cancer assessment
 - Behavioral Health and Sleep Assessment Screenings • Personal Consultation with review of testing results
2. Cardiopulmonary Assessment
 - Echocardiogram (Heart Ultrasound) • Resting EKG
 - Treadmill Stress Test with EKG
 - Carotid Arteries Ultrasound
 - Aortic Aneurysm Ultrasound
 - Pulmonary Function Test

Cardiovascular disease stratification and counseling

3. Cancer and Disease Assessment
 - Thyroid Ultrasound
 - Liver, Gall Bladder, Spleen, & Kidney Ultrasounds • Bladder Ultrasound
 - Pelvic Ultrasound for Women (external)
 - Prostate and Testicular Ultrasound for Men

WFI/NFPA 1582, 83. suggested screening

tests: Oral

Cervical

Lung

Colon

Mammography

4. Blood and Laboratory Tests • Hemocult Test
 - Urinalysis
 - Lipid Panel

- Diabetes Tests (Hemoglobin A1C and Glucose) • Complete Blood Count
- Comprehensive Metabolic Panel
- Thyroid Panel

- PSA (men)

- CA-125 (women) WFI/NFPA suggested lab tests:

Hep A titer
Hep B and C antibody
CRP
HPV
TB skin test
Heavy metals

WFI/NFPA suggested immunizations:

TDAP
MMR
Polio
Varicella
HIV if wanted

5. Fitness Evaluation (NFPA 1583 ~WFI Guidelines)

- Muscular Strength and Endurance Evaluation
- Aerobic Endurance Evaluation (VO2 Max Calc) • Flexibility Evaluation
- Nutrition and Diet Recommendations
- Personal Fitness Recommendations
- Body Weight and Composition

6. Medical Clearances

- OSHA Respirator Medical Clearance

- Firefighter Medical Clearance NFPA 1582

The fire department comprehensive occupational medical program shall include collection and maintenance of a confidential medical and health information system for members. All medical record keeping shall comply with the requirements of 29 CFR 1910.1020, "Access to employee exposure and medical records," and other applicable regulations and laws. This data base shall include any follow up or additional fitness and/or medical testing performed outside of these guidelines. The contractor shall initiate and/or update and maintain the appropriate and/or required medical/health records on all persons to whom Contractor provides services on behalf of the City. All health information shall be maintained as part of an individual's comprehensive medical record, and the contractor shall be responsible for archiving these additional records as a part of each employee's confidential medical file

ATTACHMENT B- PRICE
 Provided At No Additional Cost

ATTACHMENT B Price Quote for Kansas City Fire Department LIFE SCAN PUBLIC SAFETY PHYSICAL EXAM 2021 EV2832 - Physicals for KCFD April 5,2021 Number of personnel 1175	\$600.00 each
<i>Public Safety Annual Physical, NFPA 1582 Compliant</i>	
Medical & Occupational/Environmental Questionnaire	Included
Comprehensive Hands-On Physical Exam with ARNP	Included
Vital Signs: Height, Weight, Blood Pressure, Pulse	Included
Behavioral Health and Sleep Disorder Evaluation, Epworth Sleep Scale	Included
Oral Health Exam	Included
Back Health Evaluation	Included
Occupational Hearing Exam	Included
Visual Acuity Test, Titmus (Acuity, Peripheral, Depth Perception, Color)	Included
Skin Cancer Assessment	Included
Breast Exam with Self-Exam education	Included
Personal Consultation with review of testing results	Included
<i>Cardiopulmonary Assessments</i>	
Echocardiogram (Heart Ultrasound)	Included
Resting EKG, 12 Lead	Included
Treadmill Stress Test with 12 lead, sub-maximal, Bruce Protocol	Included
Carotid Arteries Ultrasound	Included
Aorta and Aortic Valve Ultrasound	Included
Pulmonary Function Test for Lung Capacity	Included
Cardiovascular Disease Stratification and Counseling	Included
<i>Cancer and Disease Assessments</i>	
Thyroid Ultrasound	Included
Liver Ultrasound	Included
Gall Bladder Ultrasound	Included
Kidneys Ultrasound	Included
Spleen Ultrasound	Included
Bladder Ultrasound	Included
Pelvic: Ovaries and Uterus Ultrasounds for Women (external)	Included
Prostate Ultrasound for Men	Included
Testicular Ultrasound for Men	Included
<i>Blood and Laboratory Tests:</i>	
Hemocult Stool Test for Colon Cancer Screening	Included
Urinalysis	Included
Lipid Panel	Included
Diabetes Tests (Hemoglobin A1C and Glucose)	Included
Comprehensive Metabolic Panel, Blood Chemistry	Included
Thyroid Test TSH	Included
PSA (Prostate cancer marker, Men)	Included
CA-125 (Women)	Included
Testosterone (Men)	Included
Complete Blood Count, Hematology Panel	Included
<i>Fitness Evaluations per NFPA 1583-IAFF/IAFC Wellness Fitness Initiative:</i>	
Muscular Strength and Endurance Fitness tests	Included
Aerobic Endurance Evaluation (VO2 Max Calc)	Included
Body Weight and Composition	Included
Personal Fitness Rx and Wellness Plan	Included
Sit and Reach, Planking, Grip Strength, Sit Up, Wall Sit, Flexibility	Included
<i>Medical Clearances</i>	
OSHA Respirator Medical Clearance and Firefighter Medical Clearance per NFPA	Included

OTHER	LINE-ITEM COSTS
Chest X-Ray, 2 view with radiologist review (Baseline)	\$75.00
On-Site Phlebotomy Blood Draw Fee	\$22.00
Hazmat: Heavy Metals	\$81.00
Hepatitis A Titer	\$38.00
Hepatitis B Titer	\$38.00
Hepatitis A Screening Test	\$56.00
Hepatitis B Screening Test	\$56.00
Hepatitis C Screening Test	\$56.00
Hepatitis A Vaccine	
Hepatitis B Vaccine	
CRP	\$20.00
PPD TB Skin Test	\$29.00
QuantiFeron Gold TB Blood Test	\$80.00
Tdap (Tetanus, Diphtheria, Pertussis) Titer	\$32.00
Tdap (Tetanus, Diphtheria, Pertussis) Vaccine, single dose	\$86.00
MMR Booster	\$86.00
MMR Titer	\$80.00
Polio Booster	\$33.00
Polio Titer	\$30.00
Varicella Vaccine	\$120.00
Varicella Titer	\$20.00
HIV Gen 4	\$45.00
Covid-19 Antibody Test	\$100.00
OSHA Respirator Mask Fit Testing, Quantitative, Portacount	\$44.00
Mammography, HPV, and Cervical Exam: Best Practices is to utilize Women's Health Specialists	NO BID

ATTACHMENT C- PHYSICAL EXAMINATIONS PLAN

Physical Examinations:

- **How many sites are anticipated to be needed in order to cover our entire system?**
Life Scan Wellness Centers (LSWC) recognizes that Kansas City Fire Department (KCFD) is operationally organized across 34 stations serving 7 battalions across approximately 314 square miles. LSWC will work in conjunction with the department's point of contact to determine physical exam sites which create the least operational impact. LSWC is familiar with KCFD operations and has experience with departments of similar service area and operations such as Broward County, FL which operates 25 stations across 428 square miles and has moved its team to various sites that allow rotations geographically (i.e. North, Central and South locations). We recommend that the sites rotate approximately every two months as proposed to service all KCFD personnel.
- **Will these be operated simultaneously, sequentially, or in some hybrid model?**
LSWC proposes operating these sites sequentially, thereby causing the least operational impact from out of service units. Again, LSWC proposes rotating our clinical team to several geographically located sites to lessen operational impacts while accomplishing successfully the completion of NFPA examinations efficiently. The operations will be flexible to meet the needs of KSFD and there may be a hybrid model in place at certain times.
- **What are the space requirements for each staged clinic operation?**

We require a small footprint. Three private rooms are required for the examinations. One room will house the exercise physiologist to conduct the NFPA 1583 assessment and stress testing components of the exam. A treadmill will be required to be provided by KCFD in this room.

The second room will be for the ultrasound imaging component and lastly the third room for the nurse practitioner and the full NFPA 1582 physical. Each room will require a small desk, small table, and 2 chairs provided by KCFD.
- **What are the logistical requirements to move locations through the system?**
The LSWC Clinical team will physically move their equipment and supplies. KCFD will provide the same space requirements as above.

- **How many employees (per hour and per day) can be accommodated at each location?**

The optimal rotation for the LSWC physicals is to have 3 patients together as there are three distinct components that they will rotate through. (Physical Exam, Ultrasound, and Cardiopulmonary/Fitness) The three patients that start together will all finish together within 3 hours.

3 patients at 8:00, 3 patients at 11:00, and 3 patients at 2:00.

This totals nine physicals a day with each firefighter going through the three stations as described above.

i.e 1 Engine Company/1 Truck Company each day.

- **Will there be personnel expectations from KCFD? What will those be?**

LSWC will require a point of direct contact and secondary backup for scheduling as well as daily operational/administrative issues.

- **How will records (including vaccine related records) be stored, managed, accessed and retrieved?**

LSWC has developed a state-of-the-art electronic medical records system. Firefighters are provided with copies of their own records. With consent, patient records can be shared with patient's personal providers or Workers Comp provider for continuity of care.

- **How will information transfer between vendor, OccMed provider, and KCFD?**

State of the art electronic medical records system. Firefighters are provided with copies of their own records. With consent, patient records can be shared with other providers/KCFD for continuity of care.

- **How will transfer of records and information be handled at end of contract?**

State of the art electronic medical records system. Firefighters are provided with copies of their own records. With consent, patient records can be shared with other providers for continuity of care. In addition, LSWC keeps the patient records for 30 years+ post retirement per law and will be accessible when requested.

ATTACHMENT D- MWBE CUPS AND LOI'S



File #: 211060

ORDINANCE NO. 211060

Providing for submission to the qualified voters of the City for their approval at an election called for Tuesday, April 5, 2022, the question of renewing the ad valorem tax levy for a period of nine years for ambulance services, emergency medical services, hospital and public health purposes at the current level of twenty-two cents (\$.22) per one hundred dollars (\$100.00) assessed valuation on real and tangible personal property within the City; directing the City Clerk to notify the responsible election authorities of this election; and recognizing this ordinance to be an emergency measure.

WHEREAS, the City Charter empowers the City to provide for the medical and other care of sick, aged or mentally ill poor persons, to provide for the public health of its citizens and provide for the protection of the public health through a variety of means; and

WHEREAS, as part of this charge, the City Council intends to use this charge to provide its citizens with access to acute, primary and emergency care; and

WHEREAS, Section 92.031, RSMo, authorizes the submission of a renewal in the current rate of the levy for the ad valorem tax levied on real and tangible personal property within the City for ambulance services, emergency medical services, hospital and public health purposes by twenty-two cents (\$.22) per one hundred dollars (\$100.00) assessed valuation to a vote of the people; and

WHEREAS, the number of indigent City residents has increased while both the State of Missouri and the federal government have reduced the amounts they reimburse medical care providers for medical care provided to indigent persons; and

WHEREAS, the work of, and the costs associated with, protecting and preserving the public health continue to increase and have outpaced the revenues generated by the City's existing health tax levy; and

WHEREAS, it is the Council's intent that whenever revenues generated by the health tax levy are used to provide health care or preventative health care through medical care providers, those revenues will be made available only through contracts providing clear performance measures and standards for demonstrated or documented indigent health care costs for which other funding or compensation cannot be identified or for preventive health care costs; and

WHEREAS, in recent years, the unsubsidized costs of providing adequate medical care to the indigent citizens of the City have also outpaced the revenues generated by the City's existing health tax levy; and

WHEREAS, this ordinance, providing for the submission of a question to the people of Kansas City, Missouri, is hereby recognized to be an emergency measure within the meaning of Section 503(a)(3)(A) of the Charter because it calls an election and provides for the submission of proposals to the people; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. ELECTION CALLED. An election is called and shall be held in Kansas City, Missouri, on Tuesday, April 5, 2022, at which election there shall be submitted to the qualified electors of Kansas City, Missouri, a proposition set out below to authorize a renewal of the special tax levy of twenty-two cents (\$.22) per one hundred dollars (\$100.00) assessed valuation for a period of nine years for ambulance services, emergency medical services, hospital and public health purposes at the current total level of seventy-two cents (\$.72) per one hundred dollars (\$100.00) assessed valuation on real and tangible personal property within the City.

Section 2. BALLOT LANGUAGE. The ballot language shall be in substantially the following form:

QUESTION _____
SHALL THE FOLLOWING BE APPROVED?

Shall the City of Kansas City, Missouri be authorized to renew the current tax levy of 22 cents per \$100.00 assessed valuation dedicated to ambulance services, emergency medical services, hospital and public health purposes for a period of nine years with the additional revenues to continue to be distributed as follows: the revenue derived from 3 1/2 cents of the levy to ambulance services, the revenue derived from 3 1/2 cents of the levy to non-for-profit neighborhood health centers, and the revenue derived from 15 cents of the levy to University Health, formerly "Truman Medical Center?"

Section 3. ELECTION NOTICE. That the notice of election shall read as follows:

NOTICE OF ELECTION
CITY OF KANSAS CITY, MISSOURI

Notice is hereby given that the City of Kansas City has called an election to be held in the City on Tuesday, April 5, 2022, between the hours of 6:00 a.m. and 7:00 p.m. at which election all qualified voters residing within the City of Kansas City, Missouri, will be given the opportunity to vote.

The official ballot will be in substantially the following form:

QUESTION _____

SHALL THE FOLLOWING BE APPROVED?

Shall the City of Kansas City, Missouri be authorized to renew the current tax levy of 22 cents per \$100.00 assessed valuation dedicated to ambulance services, emergency medical services, hospital and public health purposes for a period of nine years with the additional revenues to continue to be distributed as follows: the revenue derived from 3 1/2 cents of the levy to ambulance services, the revenue derived from 3 1/2 cents of the levy to non-for-profit neighborhood health centers, and the revenue derived from 15 cents of the levy to University Health, formerly "Truman Medical Center?"

_____ Yes
_____ No

[Instructions to voters will be supplied by the election authorities]

A full and complete copy of Ordinance No. _____, (as it may be amended) submitting this question to the electorate is on file in the office of the City Clerk of Kansas City, Missouri and is open for inspection and copying.

The election will be held at the following polling places in the City of Kansas City, Missouri:
[insert list in last publication only].

=====

I hereby certify that the foregoing is the legal notice to be published pursuant to Section 115.127, RSMo.

Given under my hand and the official seal of the City of Kansas City, Missouri, this _____ day of _____, 20__.

(SEAL)

MARILYN SANDERS
City Clerk of Kansas City, Missouri

Before me, a notary public, personally appeared Marilyn Sanders, to me known to be the City Clerk of the City of Kansas City, Missouri, and the person who acknowledged to me that she executed the same for the purposes therein stated.

Notary Public

My commission expires: _____

Section 4. NOTICE TO ELECTION AUTHORITIES BY CITY CLERK. That following passage of this ordinance the City Clerk shall deliver certified copies of this ordinance and notice of election to the Clerk of Cass County, Board of Election Commissioners of Clay County, Board of Election Commissioners of Kansas City, and Board of Election Commissioners of Platte County, not later than January 25, 2022, which shall be the authority of each election authority of the City to submit the foregoing question to the electors of the City and to give public notice as provided by law.

Section 5. EFFECT OF INVALIDITY. This ordinance presents a proposed renewal of a special addition in the health tax levy. Should the proposed renewal of the special twenty-two cents (\$.22) health tax levy authorized in this ordinance be found to be unlawful or if it is not approved by a simple majority of the voters, the basic levy of fifty cents (\$.50) will remain in effect.

Section 6. EMERGENCY RECOGNIZED. This ordinance, providing for the submission of a question to the people of Kansas City, Missouri, is hereby recognized to be an emergency measure within the meaning of Section 503(a)(3)(A) of the Charter because it calls an election and provides for the submission of proposals to the people; and as such shall become effective immediately following approval by the Mayor, or five days after passage if no action is taken by the Mayor to approve or veto the ordinance.

..end

Approved as to form and legality:

Joseph A. Guarino
Assistant City Attorney



File #: 210921

RESOLUTION NO. 210921

RESOLUTION - Updating the 2020-2024 Citywide Business Plan including City Goals, the Financial Strategic Plan, and the Balanced Scenario of the Five-Year Planning Model; and directing the City Manager to align departmental strategic plans and business plans to the Citywide Business Plan

WHEREAS, the City Council adopted Resolution No. 120879 on October 11, 2012, stating the Council's intent to adopt a long-term financial plan and to review and update it on an annual basis; and

WHEREAS, the City Council adopted Resolution No. 130025 adopting the City's strategic plan of priorities and performance indicators; and

WHEREAS, the residents of Kansas City at the April 8, 2014, Special Election amended the City Charter in Section 804 to mandate the adoption of a Five-Year Financial Plan by November 1 of each year; and

WHEREAS, since enactment of this Charter provision, the City Council has annually adopted a resolution approving a Citywide Business Plan including Council Goals, the Financial Strategic Plan, and the Balanced Scenario of the Five-Year Planning Model; and

WHEREAS, the City Council adopted Committee Substitute for Resolution No. 200807 on October 29, 2020, adopting the 2020-2024 Citywide Business Plan; and

WHEREAS, the Submitted Citywide Business Plan contains the City Goals, the Financial Strategic Plan, and the proposed Five-Year Planning model; and

WHEREAS, the City Goals include Finance and Governance, Housing and Healthy Communities, Public Safety, and Infrastructure and Accessibility, with 18 total Objectives and 86 Strategies; and

WHEREAS, the Financial Strategic Plan proposes 13 financial objectives; and

WHEREAS, the Submitted Citywide Business Plan proposes a Five-Year Planning Model that addresses several objectives in the Financial Strategic Plan; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Council hereby adopts the City Goals with the Objectives and Strategies outlined in Resolution No 200807.

Section 2. That the City Council hereby adopts the Financial Strategic Plan including the following priorities:

1. Revise the Fund Balance and Reserve Policy to account for amounts above the General Fund Unreserved Fund Balance goal of at least two months operating expenditures
2. Update financial policies to identify required actions in response to severe recession, natural disaster, or other financial shock
3. Identify solutions to structurally balance special revenue funds traditionally supported by the General Fund
4. Adopt a model portfolio of services and adjust the City's expenditure ratios as needed to maintain portfolio balance
5. Seek legislative relief with regard to the five-year renewal of the earnings tax
6. Ensure that fee-supported services are self-supporting to the extent practicable
7. Commission a tax burden study
8. Develop a comprehensive debt portfolio report to demonstrate compliance with the codified debt policy objectives
9. Attain a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and liquidity needs
10. Develop and implement a comprehensive risk management program
11. Implement an outcomes-based budgeting system
12. Develop a long-range funding plan for pension, healthcare, and other post-employment benefits
13. Create a comprehensive financial recovery plan to mitigate the impact of the recession caused by the COVID-19 pandemic

Section 3. That the City Council hereby adopts the Balanced Scenario in the Five-Year Planning Model that addresses objectives identified in this resolution and that includes the following assumptions:

Assume FY 2021-22 Adopted Budget plus the following conditions:

- Assumes for expenditures
 - A 2% increase in wages expenses for management, labor, and police employees
 - A 3% increase in wages expenses for fire employees
 - A 5% increase in health insurance expenses
 - A 2% increase in operating expenses

- Assumes for revenues
 - A 2.5% increase in earnings tax
 - A 2% growth in sales tax revenue
 - A 5% growth in use tax revenue
 - A 2% growth in property tax revenue
 - A 2% decline in utility tax revenue
 - A 3% decline in tourism and leisure taxes
 - A 0.5% increase in license and permit revenues
 - A 1% increase in service charge revenues

- The General Fund subsidizes the anticipated shortfall in all other governmental activities funds (Special Revenue, Debt, Capital)

Section 4. That the City Council directs the City Manager to include the assumptions of the Financial Strategic Plan, the Five-Year Planning Model, and the GOKC Bond Plan in the Submitted FY 2022-23 Budget.

Section 5. That the City Council directs the City Manager to direct the strategic and business planning of City departments and to align departmental strategic plans and business plans to the Citywide Business Plan.

Section 6. That the City Council may update and enhance the Citywide Business Plan and the Council's adopted priorities through the Council committee process.

..end

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
<p>What is the reason for this legislation?</p>	<p align="center">Fact Sheet Color Codes</p> <p align="center">User Entered Field</p> <p align="center">User Select From Menu</p> <p align="center">For OMB Use</p>		
<p>Discussion (including relationship to other Council acitons)</p>	<p align="center">Sponsor(s)</p>		
<p>Citywide Business Plan Goal</p> <p>Citywide Business Plan Objective</p> <p>Citywide Business Plan Strategy</p>	<p align="center">Programs, Departments, or Groups Affected</p>		
	<p align="center">Sub-Program in Budget (page #)</p>		
	<p align="center">Applicants/ Proponents</p>	<p align="center">City Department</p>	
		<p align="center">Other</p>	
	<p>Staff Recommendation</p>		
	<p>Board or Commission Recommendation</p>		
	<p align="center">Future Impacts</p>		
	<p>Cost of Legislation current Fiscal Year</p>		
	<p>Costs in Future Fiscal Years?</p>		
<p>Annual Revenue Increase/Decrease</p>			
<p>Applicable Dates:</p>			
<p>Prepared by:</p>			
<p>Date Prepared:</p>			
<p>Reviewed by:</p>			
<p>Date Reviewed</p>			
<p>Reference Numbers</p>			

Compensation Plan – Market Pay and Compression

Human Resources
Department

Finance,
Governance &
Public Safety
Committee

December 1, 2021

Background

- Last comprehensive compensation study was completed in 2013 – those recommendations were not fully implemented
- Since that date, stagnant wage increases and no COLA/market adjustments to the pay ranges
- Segal Compensation Study started Fall 2019; completed 2020
- HR did an internal review of the Segal Study and made adjustments

Segal Compensation Study

- Two Components of Segal's Study:
 - Pay Equity – Internal review
 - Market Pay – External review
- Market Pay
 - Compared 97 benchmark job titles; encompassed the majority of the City's L and M-Class employees
 - 12 peer cities
 - 5 compensation databases - both private and public comparables

Segal Study Findings

At Pay Range Minimum	Count of Benchmarks
Below Market	76
Market Competitive	8
Above Market	3
Insufficient Data*	10

Segal Study Findings

Kansas City Pay Rates as % of the Overall Market Average

	Minimum	Midpoint	Maximum
Public Sector Market	83%	91%	96%
Published Data Market	82%	91%	95%
Overall Market	83%	91%	96%

Segal Recommendations

- Segal developed revised pay structures for: Represented; Non-Represented Non-Exempt; and Exempt pay grades
- Proposed pay structures addressed current design issues such as inconsistent pay range widths and number of pay grades
- Proposed pay structures address below market pay range minimums and all job titles were assigned a market competitive pay grade

Internal Review

- We adjusted Segal's proposed classifications based on:
 - ❖ Promotional career tracks
 - ❖ Recruitment and retention issues throughout the City
 - ❖ Organizational structure
 - ❖ Salary movements between L and M-Class job classifications
 - ❖ Correct salary survey descriptions

Compression

- Causes
 - Increasing the minimum living wage to \$15/hour
 - Stagnant/no wage increases, no adjustments to those above the minimums
- We assessed each employee's years within the job classification and total continuous city service
- We modeled 4 different compression scenarios for budget to cost out in order to be fiscally responsible



Market Pay and Compression Options

- Base = Move all job classifications to market salary.
- After market salary is applied, we modeled 4 different options:
 - ❖ Segal Method = Slotting employees based on years of service within job classification (least favorable)
 - ❖ Job Classification = Employees receive adjustment based on years of service within a job classification (two options: 1-6% and 1-4%)
 - ❖ City Service = Employees receive adjustment based on years of City service (1- 2.5%)
 - Percentages are less but more employees get something; 60 employees who would not receive any increase (because they are redlined)

Significance of Revised Compensation Plan

- Makes our salaries more competitive to help attract AND retain talent
- Addresses pay disparity and morale issues
- Meets council priorities related to pay, including raising our starting salary floor for our lowest paid employees and positions

What's Next

- Incorporate into the Citywide Business Plan
- Ordinance

Compensation Plan-
Market Pay and Compression

Questions?



File #: 211042

RESOLUTION NO. 211042

Creating the Kansas City Young Adult City Council to reestablish the Kansas City Youth Commission established in Division 19 of the Kansas City Municipal Code.

WHEREAS, Kansas City's young adults are the future of our city and deserve a voice in matters concerning youth and young adults who are not necessarily old enough to hold office; and

WHEREAS, Kansas City currently has an existing youth commission that can serve as a catalyst for important conversation and change in our city. The current youth commission's structure is not conducive of its potential impact on our young adults. A young adult commission designed to create meaningful conversation and serve as a voice for those too young to hold office or even vote will promote a better city for our citizens both young and old; and

WHEREAS, the City Council establishes the "Kansas City Young Adult City Council". The Young Adult City Council shall be comprised of Kansas City's young adults to function as an advisory body to the City Council on affairs concerning youth and young adult citizens of the city; and

WHEREAS, it is the declared policy of the City Council that the Young Adult City Council shall serve as an advisory body of the city on matters of concern to the young adults of this city. The Young Adult City Council shall render advice and recommendations in areas including but not limited to education, transportation, housing, economic development, health, crime, recreational, and social services.; and

WHEREAS, the Young Adult City Council shall be comprised of 13 members between the ages of 16 and 24. One appointee will serve as the chairperson of the council and they shall be appointed by the Mayor. The chair person shall be at least 18 years of age. Each Kansas City council office shall appoint one individual from their district to the Young Adult City Council. The appointee must not be an immediate family member of the appointing council person. Young Adult Council members must live within the district they represent. Young Adult Council members must have a valid driver's license listing their current permanent address and age. The validity of age and residency requirements will be determined by the City Clerk withing fifteen (15) days of the first meeting of the Young Adult City Council; and

WHEREAS, each member shall be appointed for a four-year term, with each term to begin on May 1. A member may be appointed for the remaining term of any vacant position. Two members from each council district shall be appointed to a term beginning May 1 of the

year of the City Council election. Each councilperson shall have one (1) nomination each. If a member turns 25 during their term, they shall complete their term but not be eligible for re-nomination; and

WHEREAS, a member of the Young Adult Council may resign their position at any time. Resignations must be submitted in writing to the Chair, City Clerk, and their nominating council person. It is then the responsibility of the nominating council person to find a replacement. If the chairperson is to resign, they must notify the City Clerk of whom will be responsible for notifying the Young Adult Council; and

WHEREAS, the Young Adult City Council shall meet quarterly or upon call of the chairperson or a majority of the membership. Meetings upon call shall be initiated by notice to the City Clerk. Meeting times and date will be established at the 1st meeting of the council and shall not be before 4 pm; and

WHEREAS, the Young Adult City Council, by resolution, may establish committees. The chairperson shall appoint the members and chairpersons of these committees; and

WHEREAS, the City Clerk is hereby designated as the requisitioning authority for the funds of the Young Adult City Council. The Director of Finance is the custodian of the Young Adult City Council fund. The Young Adult City Council may request approval of an annual budget for administrative expense to be submitted to the council by the City Clerk and to be included as a separate budgetary account in the City Clerk's annual budget request; and

WHEREAS, the office of the City Clerk shall provide clerical and administrative services for the Young Adult City Council; and

WHEREAS, pertaining to the inaugural Young Adult City Council: The inaugural Young Adult City Council shall be established immediately following vote on this resolution. The Mayor and City council members shall have (30) Thirty days from the vote on this resolution to submit their nominees to the City Clerk. The City Clerk shall be responsible for verifying the nominee's eligibility to serve in their position based upon the requirements in this resolution. NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Mayor and Council hereby establish the Kansas City Missouri Young Adult City Council as an advisory committee to the council.

Section 2. The Council directs the Law Department to make all necessary changes to Division 19, Section 2-970.30 through Section 2-970.35 using reserved sections 2-970.36 through 2-970.39 to make the appropriate changes and provisions to the Young Adult City Council.

Section 3. The Council directs the City Clerk to assign a staff member to serve as the primary contact for the Young Adult City Council.

Section 4. The Council directs the Director of Finance to establish the Young Adult City Council fund and work with the City Manager's office and City Clerk to set budgetary requirements for the Young Adult City Council.

..end

No
Fact
Sheet
For
Ordinance
211042



File #: 210941

ORDINANCE NO. 210941

Amending Chapter 38, Code of Ordinances, Human Relations, by enacting one new Section 38-106 related to the collection of personal information from individuals entering City owned facilities unless otherwise required by law.

WHEREAS, to protect the rights of all individuals, including the rights to due process, to not be discriminated against when entering public facilities and to enjoy equal access to public accommodations; and

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY

Section 1. That Chapter 38, Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by adding one new Section 38-106 related to the collection of personal information from individuals entering City owned facilities, to read as follows:

Sec. 38-106. Collection of personal information from individuals entering City owned facilities.

It is unlawful for officials, employees, agents and contractors of the City to require and collect personal information from individuals who enter City owned facilities unless otherwise required by law. The term "demographic information" for the purposes of this section is information regarding race, religion, color, ancestry, national origin, sex, disability, marital status, familial status, genetic identity, military service status, sexual orientation, health or vaccination status or membership in any other protected category under the law.

Approved as to form and legality:

Alan Holtkamp
Assistant City Attorney

GENERAL

Ordinance Fact Sheet

210941

Ordinance Number

Brief Title: Amending Chapter 38, Code of Ordinances, Human Relations, by enacting one new Section 38-106 related to the collection of personal information from individuals entering City owned facilities unless otherwise required by law.

Approval Deadline:

Reason:

Details

Positions / Recommendations

<p>Reason for Legislation To amend Chapter 38, Code of Ordinances, Human Relations, by enacting one new Section 38-106 related to the collection of personal information from individuals entering City owned facilities unless otherwise required by law.</p>	<p>Sponsor(s) Councilman Brandon Ellington</p>	
	<p>Programs, Departments, or Groups Affected City Manager and Civil Rights and Equal Opportunity Department (formerly HRD)</p>	
<p>Discussion <i>(including relationship to other Council actions)</i> This legislation is to protect the rights of all individuals, including the rights to due process, to not be discriminated against when entering public facilities and to enjoy equal access to public accommodations. It would be unlawful for officials, employees, agents and contractors of the City to require and collect personal information from individuals who enter City owned facilities unless otherwise required by law. The term “demographic information” for the purposes of this section is information regarding race, religion, color, ancestry, national origin, sex, disability, marital status, familial status, genetic identity, military service status, sexual orientation, health or vaccination status or membership in any other protected category under the</p>	<p>Applicants/Proponents</p>	<p>Applicant</p> <p>City Department</p> <p>Other</p>
	<p>Opponents</p>	<p>Groups or Individuals</p> <p>Basis of Opposition</p>
	<p>Staff Recommendation</p>	<p>_ For</p> <p>_ Against</p> <p>Reasons Against:</p>

law.	Board or Commission Recommendation	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No Action Taken <input type="checkbox"/> For, with revisions or conditions
	Council Committee Action	<input type="checkbox"/> Do Pass <input type="checkbox"/> Do Pass (as amended) <input type="checkbox"/> Committee Substitute <input type="checkbox"/> No Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do Not Pass

Details

Policy / Program Impact

<p><u>Is it good for the children?</u> Yes.</p> <p><u>How will this contribute to a sustainable Kansas City?</u> This legislation is not intended to address the issue of sustainability.</p>	Policy or Program Change	<input type="checkbox"/> No <input type="checkbox"/> Yes
	Operational Impact Assessment	
	Finances	
	Cost and Revenue Projections	Cost of Legislation Increase/Decrease in Revenue Expected Annually
	Fund Sources	

Applicable Dates:

Fact Sheet Prepared By:

Alan L. Holtkamp, Assistant City Attorney

Reviewed By:

Reference Numbers