



Agenda

Finance, Governance and Public Safety Committee

Wednesday, August 10, 2022

10:30 AM

26th Floor, Council Chamber

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>

220666

Amending Chapter 2 of the Code of Ordinances of the Kansas City, Missouri, Classification and Compensation Plan, by repealing Section 2-1076, 2-1078 and 2-1079 and enacting in lieu thereof sections of like number and subject matter to create new job classifications of Assistant Director for Administration, Park Ranger, Senior Park Ranger, Park Ranger Supervisor, Park Ranger Manager, and Firefighter/Paramedic Apprentice in the City's job classification system

Attachments: [Fact Sheet](#)

[Fiscal Note- 220666](#)

[220666com](#)

[Ordinance](#)

[220666 Compared Version](#)

[220668](#) Authorizing the Director of Finance as part of the OneIT Initiative to execute a five year \$5,141,086.72 sole source Payment Plan Agreement with Key Government Finance, Inc. for Cisco SMARTnet and SMARTnet Onsite Services; appropriating \$307,620.13 to the Reimbursable Maintenance Account; authorizing the Director of General Services to expend such funds for Cisco SMARTnet and SMARTnet Onsite Services; and authorizing the Manager of Procurement to execute amendments and a five-year sole source contract with a one year extension with ConvergeOne Inc.

Attachments: [Fact Sheet Cisco Renewal](#)
[Fiscal Note Cisco Renewal](#)
[EV3006- Cisco Products and Services- FINAL 080322](#)
[220668 Compared version](#)
[Ordinance 220668 Cisco SmatNet Presentaion 080922 FINAL](#)

HELD IN COMMITTEE

[220609](#) Waiving Section 2-1105(e) of the City's Code of Ordinances and authorizing an amendment to the Collective Bargaining Agreement with Local 500 of the American Federation of State, County and Municipal Employees, AFL- CIO, to provide for payment of a salary to certain designated representatives.

Attachments: [220609 nO fACT sHEET](#)
[Fiscal Note - 220609](#)
[First Amendment to CBA 7.12 8.2](#)

Robinson and Barnes

[220643](#) Directing the City Manager to create a task force to address hate and bias crimes, including religiously motivated crimes.

Attachments: [Fact Sheet-220643](#)
[Fiscal Note- 220643](#)
[Res 220643 Bias Motivated Incidents Report to Finance](#)
[Committee 8.3.2022 \(002\)](#)

ADDITIONAL BUSINESS

1. Smart City Networks Kansas City Convention and Entertainment Facilities Utility Service First Year Report.
2. There may be an additional general discussion regarding current Finance, Governance, and Public Safety Committee issues.

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 the auditor

3. Those who wish to comment on proposed ordinances can provide testimony to public.testimony@kcmo.org.

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 section:

http://kansascity.granicus.com/ViewPublisher.php?view_id=2

The City Clerk's Office now has equipment for the hearing impaired for 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 / He will give you the equipment. The City Clerk's Office will return your license upon returning the equipment.

Adjournment



File #: 220666

ORDINANCE NO. 220666

Amending Chapter 2 of the Code of Ordinances of the Kansas City, Missouri, Classification and Compensation Plan, by repealing Section 2-1076, 2-1078 and 2-1079 and enacting in lieu thereof sections of like number and subject matter to create new job classifications of Assistant Director for Administration, Park Ranger, Senior Park Ranger, Park Ranger Supervisor, Park Ranger Manager, and Firefighter/Paramedic Apprentice in the City’s job classification system

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances, entitled “Administration,” relating to the Classification and Compensation Plan, is hereby amended by repealing Sections, 2-1076 and, 2-1078, and 2-1079 , and enacting in lieu thereof new sections of like numbers and subject matter, to read as follows

Sec. 2-1076. Salary schedules for occupational group classified as clerical, fiscal, and administrative with class code, class title, and pay grade therein.

The following schedules are hereby adopted as the salary schedules for the following classes of positions as set out below by class code number, class title, and pay grade therein:

- (1) For those classes of positions within the managerial, professional, supervisory, and/or confidential group:

CLASS CODE	CLASS TITLE	PAY GRADE	MONTHLY MINIMUM	MONTHLY MAXIMUM
(1XXX) CLERICAL, FISCAL, AND ADMINISTRATIVE				
1010	CLERICAL SUPERVISOR	NE4	3549	5323
1012	CUSTOMER SERVICE SUPERVISOR	NE5	3904	5856
1028	LEGAL SECRETARY	NE5	3904	5856
1030	PARALEGAL	NE6	4294	6441
1040U	ADMINISTRATIVE SECRETARY		4619	6928
1060U	ADMINISTRATIVE ASSISTANT TO THE JUDGES		4619	6928
1070U	ADMINISTRATIVE SECRETARY TO CITY COUNCIL		4619	6928
1071U	ASSISTANT TO ELECTED OFFICIAL		3549	5323
1113	SENIOR ACCOUNTANT	EX3	5173	7759
1119	ACCOUNTANT	NE5	3904	5856
1121	ACCOUNTANT II	NE6	4294	6441
1123U	INTERNAL AUDITOR		5794	8833

1125	AUDITOR	EX1	4124	6186
1126	SENIOR AUDITOR	EX3	5173	7759
1127	AUDIT MANAGER	EX5	6489	9734
1129U	CITY AUDITOR		7567	14422
1139	TAXPAYER SPECIALIST SUPERVISOR	NE6	4294	6441
1150	CITY TREASURER	EX7	8140	12210
1152	RETIREMENT SYSTEM EXECUTIVE OFFICER	EX8	8650	13620
1158	MANAGER OF CONSUMER SERVICES	EX3	5173	7759
1160	COMMISSIONER OF REVENUE	EX7	8140	12210
1166	CITY CONTROLLER	EX7	8140	12210
1167	MANAGER OF DEVELOPMENT FINANCE	EX7	8140	12210
1171	FINANCIAL MANAGER	EX6	7268	10902
1200U	DIRECTOR OF FINANCE		12389	19147
1301U	DIRECTOR OF GENERAL SERVICES		12389	19147
1307	STORES MANAGER	NE4	3549	5323
1309	PROCUREMENT OFFICER	NE4	3549	5323
1314	SENIOR PROCUREMENT OFFICER	EX2	4619	6928
1312	PROCUREMENT MANAGER	EX4	5794	8833
1315	ACQUISITION SPECIALIST	NE5	3904	5856
1316	SENIOR ACQUISITION SPECIALIST	NE7	4724	7085
1335	BUILDING MANAGER	EX2	4619	6928
1413U	DIRECTOR OF AVIATION		12389	19147
1420U	DIRECTOR OF PARKS & RECREATION		12389	19147
1510	GRAPHIC DESIGN SPECIALIST	NE5	3904	5856
1545	IT TECHNICIAN	NE5	3904	5856
1546	IT SENIOR TECHNICIAN	NE6	4294	6441
1548U	CHIEF INFORMATION OFFICER		8650	13620
1552	IT ANALYST	NE7	4724	7085
1553	IT SENIOR ANALYST	EX3	5173	7759
1558	IT SPECIALIST	EX4	5794	8833
1559	IT SENIOR SPECIALIST	EX5	6489	9734
1561	IT MANAGER	EX6	7268	10902
1562	IT SUPERVISOR	EX5	6489	9734
1610	LEGAL INVESTIGATOR	NE5	3904	5856
1618	ASSISTANT CITY ATTORNEY	EX5	6489	9734
1619	ASSOCIATE CITY ATTORNEY	EX6	7268	10902
1623	CITY PROSECUTOR	EX8	8650	13620
1624	FIRST ASSISTANT CITY PROSECUTOR	EX6	7268	10902
1627	SENIOR ASSOCIATE CITY ATTORNEY	EX8	8650	13620
1629U	DEPUTY CITY ATTORNEY		9117	15858
1630U	CITY ATTORNEY		12389	19147
1650	ADMINISTRATOR OF MUNICIPAL COURT	EX8	8650	13620
1652	EVENT COORDINATOR	NE6	4294	6441
1660U	DIRECTOR, CONVENTION AND ENTERTAINMENT CENTERS		12389	19147
1678	BUDGET ANALYST	EX5	6489	9734
1679	ASSISTANT BUDGET OFFICER	EX6	7268	10902
1680U	BUDGET OFFICER		8650	13620
1681	ANALYST	EX2	4619	6928
1682	SENIOR ANALYST	EX4	5794	8833
1683	CHIEF ANALYTICS OFFICER	EX5	6489	9734

1705	HUMAN RESOURCES SPECIALIST	NE7	4724	7085
1706	SENIOR HUMAN RESOURCES SPECIALIST	EX4	5794	8833
1707	HUMAN RESOURCES MANAGER	EX6	7268	10902
1710U	DIRECTOR OF HUMAN RESOURCES		12389	19147
1716	MUNICIPAL INTERN	NE1	2666	3999
1717	MUNICIPAL MANAGEMENT TRAINEE	NE5	3904	5856
1719	ADMINISTRATIVE ASSISTANT	NE3	3226	5094
1723	SENIOR ADMINISTRATIVE ASSISTANT	NE4	3549	5323
1724U	COMMUNITY ENGAGEMENT COORDINATOR		4124	6186
1727U	EXECUTIVE AIDE TO MAYOR		5794	8833
1728U	EXECUTIVE SECRETARY TO CITY MANAGER		5794	8833
1729	ADMINISTRATIVE OFFICER	EX2	4619	6928
1732U	CHIEF DEPUTY CITY CLERK		4619	6928
1733U	CITY CLERK		5362	10373
1734	ASST. TO DIRECTOR (ADMIN. SERV.)	EX4	5794	8833
1735	BUSINESS OPERATIONS MANAGER	EX6	7268	10902
1736U	DEPUTY DIRECTOR		9117	15858
1738	ASSISTANT TO THE CITY MANAGER	EX6	7268	10902
1739	CITY COMMUNICATIONS OFFICER	EX6	7268	10902
1744U	ASSISTANT CITY MANAGER		9117	15858
1745U	EXECUTIVE ASSISTANT TO MAYOR		8140	12210
1746U	CHIEF EQUITY OFFICER		8140	12210
1747U	ASSISTANT DIRECTOR FOR ADMINISTRATION		6489	9734

- (2) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 500-American Federation of State, County, and Municipal Employees.

CLASS CODE	CLASS TITLE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
(1XXX) CLERICAL, FISCAL, AND ADMINISTRATIVE				
1007	CUSTOMER SERVICE REPRESENTATIVE	L-3	18.37	28.01
1008	CUSTOMER SERVICE SPECIALIST	L-4	19.27	29.39
1020	INFORMATION PROCESSOR	L-2	17.35	26.47
1114	ACCOUNTING CLERK	L-2	17.35	26.47
1118	SENIOR ACCOUNTING CLERK	L-4	19.27	29.39
1138	TAXPAYER SPECIALIST	L-6	22.61	34.48
1304	STOCK CLERK	L-3	18.37	28.01
1556	DISPATCHER	L-4	19.27	29.39
1608	MUNICIPAL COURT BAILIFF	L-3	18.37	28.01

U= Unclassified position.

Sec. 2-1078. Salary schedules for occupational group classified as public safety and inspectional, with class code, class title, and pay grade therein.

The following schedules are hereby adopted as the salary schedules for classes of positions set out below by class code number, class title, and pay grade therein:

- (1) For those classes of positions within the managerial, professional, supervisory, and/or confidential group:

CLASS CODE	CLASS TITLE	PAY GRADE	MONTHLY MINIMUM	MONTHLY MAXIMUM
(3XXX)	PUBLIC SAFETY AND INSPECTIONAL			
3040U	FIRE CHIEF/DIRECTOR		12389	19147
3050	SAFETY OFFICER	NE6	4294	6441
3051	SAFETY MANAGER	EX5	6489	9734
3055	CORPORATE SAFETY MANAGER	EX6	7268	10902
3056	RISK MANAGER	EX7	8140	12210
3150	NHS DIVISION MANAGER	EX5	6489	9734
3300	AIRPORT OPERATIONS AGENT	NE6	4294	6441
3303	TRAFFIC CONTROL OFFICER	NE2	2933	4399
3305	AIRPORT POLICE OFFICER	NE5	3904	5856
3307	AIRPORT POLICE SERGEANT	NE7	4724	7085
3308	AIRPORT POLICE LIEUTENANT	EX3	5173	7759
3311	SECURITY SPECIALIST	NE4	3549	5323
3313	AIRPORT POLICE DETECTIVE	NE6	4294	6441
3314	SUPERVISOR OF SECURITY	NE6	4294	6441
3315	MANAGER OF SECURITY	EX4	5794	8833
3316	AIRPORT POLICE CHIEF	EX6	7268	10902
3400	PARK RANGER	NE5	3904	5856
3401	SENIOR PARK RANGER	NE6	4294	6441
3402	PARK RANGER SUPERVISOR	NE7	4724	7085
3403	PARK RANGER MANAGER	EX6	7268	10902
3503	TOW SERVICE COORDINATOR	NE3	3226	5094
3615	CONSTRUCTION CODE INSPECTOR SUPERVISOR	EX3	5173	7759
3700U	DIRECTOR OF HOUSING & COMMUNITY DEVELOPMENT		12389	19147

- (2) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 500-American Federation of State, County, and Municipal Employees:

CLASS CODE	CLASS TITLE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
(3XXX)	PUBLIC SAFETY AND INSPECTIONAL			

3214	SPECIAL INVESTIGATOR	L-6	22.61	34.48
3312	AIRPORT SECURITY DISPATCHER	L-4	19.27	29.39
3608	SENIOR CONSTRUCTION CODE INSPECTOR	L-8	26.10	39.82
3629	CONSTRUCTION CODE INSPECTOR	L-7	23.98	36.60

- (3) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 42-International Association of Fire Fighters:

CLASS CODE	CLASS TITLE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
(3XXX) PUBLIC SAFETY AND INSPECTIONAL				
3004	FIREFIGHTER/PARAMEDIC APPRENTICE	F-F	16.25	32.75
3004	FIREFIGHTER/PARAMEDIC APPRENTICE	FFA	20.11	40.53
3005	FIREFIGHTER	F-F	16.25	32.75
3005	FIREFIGHTER	FFA	20.11	40.53
3007	FIRE CAPTAIN	F-4	31.79	34.75
3007	FIRE CAPTAIN	F4A	39.35	43.01
3010	FIREFIGHTER/EMT B	F-F	16.25	32.75
3010	FIREFIGHTER/EMT B	FFA	20.11	40.53
3011	FIREFIGHTER/PARAMEDIC	FFM	27.15	34.38
3011	FIREFIGHTER/PARAMEDIC	FMA	33.59	42.55
3012	COMMUNICATIONS SUPERVISOR	F4A	39.35	43.01
3014	FIRE INVESTIGATOR	F4A	39.35	43.01
3015	FIRE PREVENTION INSPECTOR	F-1	18.78	38.41
3018	FIRE EDUCATION SPECIALIST	FFA	20.11	40.53
3020	COMMUNICATION SPECIALIST	F-1	18.78	38.41
3032	EMERGENCY SUPPLY TECHNICIAN	F-6	15.68	22.15
3035	EMERGENCY RESPONSE VEHICLE TECHNICIAN	F-10	26.48	35.40
3036	EMERGENCY MEDICAL TECHNICIAN	F-7	18.49	29.96
3037	PARAMEDIC	F-9	22.82	34.20

- (4) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 3808-International Association of Fire Fighters:

CLASS CODE	CLASS TITLE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
(3XXX) PUBLIC SAFETY AND INSPECTIONAL				
3013	HAZMAT CHEMICAL ANALYST	FM-3	50.94	59.05
3023	BATTALION CHIEF	FM-3	50.94	59.05
3023	BATTALION CHIEF	F3M	41.16	47.33
3024	EMERGENCY SERVICES FLEET MANAGER	FM-3	50.94	59.05
3025	COMMUNICATIONS MANAGER/TECHNICAL	FM-3	50.94	59.05
3026	EMERGENCY SERVICES FLEET SUPERVISOR	FM-2	50.40	58.42
3027	LOGISTICS SUPERVISOR	FM-3	50.94	59.05

3038	ASSISTANT DIVISION CHIEF	FM-2	50.40	58.42
3039	DIVISION CHIEF	FM-3	50.94	59.05
3039	DIVISION CHIEF	F3M	41.16	47.33

U= Unclassified positions

Sec. 2-1079. Salary schedules for occupational group classified as health, welfare, and recreation, with class code, class title, and pay grade therein.

The following schedules are hereby adopted as the salary schedules for the following classes of positions as set out below by class code number, class title, and pay grade therein:

- (1) For those classes of positions within the managerial, professional, supervisory, and/or confidential group:

CLASS CODE	CLASS TITLE	PAY GRADE	MONTHLY MINIMUM	MONTHLY MAXIMUM
(4XXX) HEALTH, WELFARE AND RECREATION				
4004	ASSISTANT LABORATORY MANAGER	EX4	5794	8833
4009	CHEMIST	NE7	4724	7085
4015	MANAGER OF LABORATORY SERVICES	EX5	6489	9734
4016	SENIOR ENVIRONMENTAL INSPECTOR	NE4	3549	5323
4018	PUBLIC HEALTH STATISTICIAN	EX3	5173	7759
4022	COMMUNITY ENGAGEMENT SUPERVISOR	NE7	4724	7085
4023	COMMUNITY ENGAGEMENT MANAGER	EX3	5173	7759
4026	PUBLIC HEALTH EMERGENCY RESPONSE PLANNER	EX3	5173	7759
4027	EPIDEMIOLOGIST SPECIALIST	EX3	5173	7759
4031	EPIDEMIOLOGIST	EX4	5794	8833
4032	PUBLIC HEALTH NURSE SUPERVISOR	NE9	5612	8417
4033	NURSE PRACTITIONER	EX5	6489	9734
4034	SENIOR CHEMIST	EX3	5173	7759
4036	ASST. TO EMS MEDICAL DIRECTOR	NE7	4724	7085
4039	PUBLIC HEALTH SPECIALIST II	NE6	4294	6441
4040	PUBLIC HEALTH SPECIALIST III	EX2	4619	6928
4043	PUBLIC HEALTH MANAGER	EX5	6489	9734
4044	PUBLIC HEALTH SPECIALIST IV	EX3	5173	7759
4045U	SENIOR PUBLIC HEALTH MANAGER		7268	10902
4049	ENVIRONMENTAL OFFICER	NE6	4294	6441
4053	SENIOR ENVIRONMENTAL OFFICER	EX3	5173	7759
4052	ENVIRONMENTAL MANAGER	EX4	5794	8833
4054	VIOLENCE PREVENTION SUPERVISOR	NE3	3226	5094

4055	VIOLENCE PREVENTION MANAGER	NE5	3904	5856
4100U	DIRECTOR OF HEALTH		12389	19147
4107	SOCIAL SERVICE SUPERVISOR	EX3	5173	7759
4111	CIVIL RIGHTS SPECIALIST	NE7	4724	7085
4112	SENIOR CIVIL RIGHTS SPECIALIST	EX3	5173	7759
4113	CIVIL RIGHTS MANAGER	EX4	5794	8833
4117	SENIOR SOCIAL SERVICE WORKER	NE4	3549	5323
4118	NEIGHBORHOOD DEVELOPMENT SPECIALIST	NE4	3549	5323
4125	CORRECTIONAL SUPERVISOR	NE5	3904	5856
4127	NHS PROGRAM SPECIALIST	NE5	3904	5856
4128	NHS SENIOR PROGRAM SPECIALIST	EX3	5173	7759
4130	PROBATION OFFICER I	NE4	3549	5323
4131	PROBATION OFFICER II	EX2	4619	6928
4136	ADMINISTRATOR OF CORRECTIONS	EX4	5794	8833
4137	DEPUTY COURT ADMINISTRATOR	EX6	7268	10902
4144U	DIRECTOR OF CIVIL RIGHTS & EQUAL OPP		12389	19147
4150U	DIRECTOR OF NEIGHBORHOOD/COMM. SERV.		12389	19147
4216	RECREATION DIRECTOR	NE4	3549	5323
4217	SENIOR RECREATION DIRECTOR	NE7	4724	7085
4218	SUPERVISOR OF RECREATION	EX3	5173	7759
4219	MANAGER OF RECREATION	EX4	5794	8833

- (2) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 500-American Federation of State, County, and Municipal Employees.

CLASS CODE	CLASS TITLE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
(4XXX) HEALTH, WELFARE, AND RECREATION				
4014	ENVIRONMENTAL INSPECTOR	L-4	19.27	29.39
4017	COMMUNITY ENGAGEMENT OFFICER	L-6	22.61	34.48
4019	MEDICAL ASSISTANT	L-2	17.35	26.47
4021	COMMUNITY ENGAGEMENT SPECIALIST	L-7	23.98	36.60
4035	PUBLIC HEALTH NURSE	L-9	28.96	44.16
4041	PUBLIC HEALTH SPECIALIST	L-6	22.61	34.48
4042	PUBLIC HEALTH SPECIALIST TRAINEE	L-2	17.35	26.47
4116	SOCIAL SERVICE WORKER	L-3	18.37	28.01
4119	CORRECTIONAL OFFICER	L-4	19.27	29.39
4122	SENIOR CORRECTIONAL OFFICER	L-5	20.10	30.64
4124	HOUSING REHAB SPECIALIST	L-7	23.98	36.60
4203	RECREATION LEADER	L-1	16.12	24.58
4204	LIFEGUARD	L-1	16.12	24.58
4209	RECREATION SPECIALIST	L-2	17.35	26.47

..end

Approved as to form and legality:

Katherine Chandler
Senior Associate City Attorney

GENERAL

Ordinance Fact Sheet

220666

 Ordinance Number

Brief Title Administrative Code Changes	Approval Deadline	Reason
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<p>Reason for Legislation</p> <p>Amending Chapter 2 of the Code of Ordinances of the Kansas City, Missouri, Classification and Compensation Plan, by repealing Section 2-1076, 2-1078 and 2-1079 and enacting in lieu thereof section of like number and subject matter to create new job classifications of Assistant Director for Administration, Park Ranger, Senior Park Ranger, Park Ranger Supervisor, Park Ranger Manager, and Firefighter/Paramedic Apprentice in the City's job classification system</p>																					
<p>Details:</p> <p><u>Effective August 21, 2022:</u></p> <p>Creates the following job classifications:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Job Code</th> <th style="text-align: left;">Title</th> <th style="text-align: left;">Pay Grade</th> </tr> </thead> <tbody> <tr> <td>1747U</td> <td>Assistant Director for Administration</td> <td>Unclassified</td> </tr> <tr> <td>3400</td> <td>Park Ranger</td> <td>NE-5</td> </tr> <tr> <td>3401</td> <td>Senior Park Ranger</td> <td>NE-6</td> </tr> <tr> <td>3402</td> <td>Park Ranger Supervisor</td> <td>NE-7</td> </tr> <tr> <td>3403</td> <td>Park Ranger Manager</td> <td>EX6</td> </tr> <tr> <td>3004</td> <td>Firefighter/Paramedic Apprentice</td> <td>F-F</td> </tr> </tbody> </table>	Job Code	Title	Pay Grade	1747U	Assistant Director for Administration	Unclassified	3400	Park Ranger	NE-5	3401	Senior Park Ranger	NE-6	3402	Park Ranger Supervisor	NE-7	3403	Park Ranger Manager	EX6	3004	Firefighter/Paramedic Apprentice	F-F
Job Code	Title	Pay Grade																			
1747U	Assistant Director for Administration	Unclassified																			
3400	Park Ranger	NE-5																			
3401	Senior Park Ranger	NE-6																			
3402	Park Ranger Supervisor	NE-7																			
3403	Park Ranger Manager	EX6																			
3004	Firefighter/Paramedic Apprentice	F-F																			

Positions/Recommendations	
Sponsor	Human Resources
Programs, Departments, or Groups Affected	All
Applicants / Proponents	Applicant Human Resources City Department All Other
Opponents	Groups or Individuals None Known Basis of opposition
Staff Recommendation	<input checked="" type="checkbox"/> For <input type="checkbox"/> Against Reason Against
Board or Commission Recommendation	By <input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No action taken <input type="checkbox"/> For, with revisions or conditions (see details column for conditions)
Council Committee Actions	<input type="checkbox"/> Do pass <input type="checkbox"/> Do pass (as amended) <input type="checkbox"/> Committee Sub. <input type="checkbox"/> Without Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do not pass

(Continued on reverse side)

Details

Is it good for the children? Yes

How will this contribute to a sustainable Kansas City?

Allows us to move forward with the goals and objectives of the entire City.

Policy/Program Impact

Policy or Program Change	<input type="checkbox"/> No <input type="checkbox"/> Yes

Finances

Cost & Revenue Projections -- Including Indirect Costs	
Financial Impact	See Attached Fiscal Note
Fund Source (s) and Appropriation Account Codes	__ Budget, Page __ Unbudgeted, Appropriation Fund 00-000-00-0000-A0000

(Use this space for further discussion, if necessary)

Applicable Dates:

Fact Sheet Prepared by:

Christa Tyler
Human Resources Manager

Date 05/25/2022

Reviewed by:

Teri Casey
Director of Human Resources

Date 05/25/2022

Reference Numbers

LEGISLATIVE FISCAL NOTE

LEGISLATION
NUMBER:

220666

LEGISLATION IN BRIEF:

Amending Chapter 2 of the Code of Ordinances of the Kansas City, Missouri, Classification and Compensation Plan, by repealing Section 2-1076, 2-1078 and 2-1079 and enacting in lieu thereof sections of like number and subject matter to create new job classifications of Assistant Director for Administration, Park Ranger, Senior Park Ranger, Park Ranger Supervisor, Park Ranger Manager, and Firefighter/Paramedic Apprentice in the City's job classification system

What is the purpose of this legislation?

LEGISLATIVE

for the purpose of editing, repealing, or creating a provision in the city's code of ordinances; or for stating non-monetary support. This Fiscal note should be blank

Sections 01-04 should be blank. See section 00 for more information

NO

Yes/No

NO

Yes/No

NO

Yes/No

NO

Yes/No

Section 00: Notes:

This ordinance does not have any direct fiscal impact.

FINANCIAL IMPACT OF LEGISLATION

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

FUND	DEPTID	ACCOUNT	PROJECT

FY 22-23 BUD

FY 23-24 EST

--	--

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

FUND	DEPTID	ACCOUNT	PROJECT

FY 22-23 BUD

FY 23-24 EST

--	--

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

FUND	DEPTID	ACCOUNT	PROJECT

FY 22-23 BUD

FY 23-24 EST

--	--

NET IMPACT ON OPERATIONAL BUDGET

-

-

RESERVE STATUS:

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

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears

TOTAL REV

-

-

-

-

-

-

-

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears

TOTAL EXP

-

-

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-

-

NET Per-YEAR IMPACT

-

-

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-

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-

-

NET IMPACT (SIX YEARS)

-

REVIEWED BY

Robyn Cottin

DATE

8/4/2022

ORDINANCE NO. 220666

..title

Amending Chapter 2 of the Code of Ordinances of the Kansas City, Missouri, Classification and Compensation Plan, by repealing Section 2-1076, 2-1078 and 2-1079 and enacting in lieu thereof sections of like number and subject matter to create new job classifications of Assistant Director for Administration, Park Ranger, Senior Park Ranger, Park Ranger Supervisor, Park Ranger Manager, and Firefighter/Paramedic Apprentice in the City’s job classification system.

..body

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances, entitled “Administration,” relating to the Classification and Compensation Plan, is hereby amended by repealing Sections, 2-1076 and, 2-1078, and 2-1079 , and enacting in lieu thereof new sections of like numbers and subject matter, to read as follows

Sec. 2-1076. Salary schedules for occupational group classified as clerical, fiscal, and administrative with class code, class title, and pay grade therein.

The following schedules are hereby adopted as the salary schedules for the following classes of positions as set out below by class code number, class title, and pay grade therein:

- (1) For those classes of positions within the managerial, professional, supervisory, and/or confidential group:

CLASS CODE	CLASS TITLE	PAY GRADE	MONTHLY MINIMUM	MONTHLY MAXIMUM
(1XXX) CLERICAL, FISCAL, AND ADMINISTRATIVE				
1010	CLERICAL SUPERVISOR	NE4	3549	5323
1012	CUSTOMER SERVICE SUPERVISOR	NE5	3904	5856
1028	LEGAL SECRETARY	NE5	3904	5856
1030	PARALEGAL	NE6	4294	6441
1040U	ADMINISTRATIVE SECRETARY		4619	6928
1060U	ADMINISTRATIVE ASSISTANT TO THE JUDGES		4619	6928
1070U	ADMINISTRATIVE SECRETARY TO CITY COUNCIL		4619	6928
1071U	ASSISTANT TO ELECTED OFFICIAL		3549	5323
1113	SENIOR ACCOUNTANT	EX3	5173	7759
1119	ACCOUNTANT	NE5	3904	5856
1121	ACCOUNTANT II	NE6	4294	6441
1123U	INTERNAL AUDITOR		5794	8833
1125	AUDITOR	EX1	4124	6186
1126	SENIOR AUDITOR	EX3	5173	7759
1127	AUDIT MANAGER	EX5	6489	9734

1129U	CITY AUDITOR		7567	14422
1139	TAXPAYER SPECIALIST SUPERVISOR	NE6	4294	6441
1150	CITY TREASURER	EX7	8140	12210
1152	RETIREMENT SYSTEM EXECUTIVE OFFICER	EX8	8650	13620
1158	MANAGER OF CONSUMER SERVICES	EX3	5173	7759
1160	COMMISSIONER OF REVENUE	EX7	8140	12210
1166	CITY CONTROLLER	EX7	8140	12210
1167	MANAGER OF DEVELOPMENT FINANCE	EX7	8140	12210
1171	FINANCIAL MANAGER	EX6	7268	10902
1200U	DIRECTOR OF FINANCE		12389	19147
1301U	DIRECTOR OF GENERAL SERVICES		12389	19147
1307	STORES MANAGER	NE4	3549	5323
1309	PROCUREMENT OFFICER	NE4	3549	5323
1314	SENIOR PROCUREMENT OFFICER	EX2	4619	6928
1312	PROCUREMENT MANAGER	EX4	5794	8833
1315	ACQUISITION SPECIALIST	NE5	3904	5856
1316	SENIOR ACQUISITION SPECIALIST	NE7	4724	7085
1335	BUILDING MANAGER	EX2	4619	6928
1413U	DIRECTOR OF AVIATION		12389	19147
1420U	DIRECTOR OF PARKS & RECREATION		12389	19147
1510	GRAPHIC DESIGN SPECIALIST	NE5	3904	5856
1545	IT TECHNICIAN	NE5	3904	5856
1546	IT SENIOR TECHNICIAN	NE6	4294	6441
1548U	CHIEF INFORMATION OFFICER		8650	13620
1552	IT ANALYST	NE7	4724	7085
1553	IT SENIOR ANALYST	EX3	5173	7759
1558	IT SPECIALIST	EX4	5794	8833
1559	IT SENIOR SPECIALIST	EX5	6489	9734
1561	IT MANAGER	EX6	7268	10902
1562	IT SUPERVISOR	EX5	6489	9734
1610	LEGAL INVESTIGATOR	NE5	3904	5856
1618	ASSISTANT CITY ATTORNEY	EX5	6489	9734
1619	ASSOCIATE CITY ATTORNEY	EX6	7268	10902
1623	CITY PROSECUTOR	EX8	8650	13620
1624	FIRST ASSISTANT CITY PROSECUTOR	EX6	7268	10902
1627	SENIOR ASSOCIATE CITY ATTORNEY	EX8	8650	13620
1629U	DEPUTY CITY ATTORNEY		9117	15858
1630U	CITY ATTORNEY		12389	19147
1650	ADMINISTRATOR OF MUNICIPAL COURT	EX8	8650	13620
1652	EVENT COORDINATOR	NE6	4294	6441
1660U	DIRECTOR, CONVENTION AND ENTERTAINMENT CENTERS		12389	19147
1678	BUDGET ANALYST	EX5	6489	9734
1679	ASSISTANT BUDGET OFFICER	EX6	7268	10902
1680U	BUDGET OFFICER		8650	13620
1681	ANALYST	EX2	4619	6928
1682	SENIOR ANALYST	EX4	5794	8833
1683	CHIEF ANALYTICS OFFICER	EX5	6489	9734
1705	HUMAN RESOURCES SPECIALIST	NE7	4724	7085
1706	SENIOR HUMAN RESOURCES SPECIALIST	EX4	5794	8833
1707	HUMAN RESOURCES MANAGER	EX6	7268	10902

1710U	DIRECTOR OF HUMAN RESOURCES		12389	19147
1716	MUNICIPAL INTERN	NE1	2666	3999
1717	MUNICIPAL MANAGEMENT TRAINEE	NE5	3904	5856
1719	ADMINISTRATIVE ASSISTANT	NE3	3226	5094
1723	SENIOR ADMINISTRATIVE ASSISTANT	NE4	3549	5323
1724U	COMMUNITY ENGAGEMENT COORDINATOR		4124	6186
1727U	EXECUTIVE AIDE TO MAYOR		5794	8833
1728U	EXECUTIVE SECRETARY TO CITY MANAGER		5794	8833
1729	ADMINISTRATIVE OFFICER	EX2	4619	6928
1732U	CHIEF DEPUTY CITY CLERK		4619	6928
1733U	CITY CLERK		5362	10373
1734	ASST. TO DIRECTOR (ADMIN. SERV.)	EX4	5794	8833
1735	BUSINESS OPERATIONS MANAGER	EX6	7268	10902
1736U	DEPUTY DIRECTOR		9117	15858
1738	ASSISTANT TO THE CITY MANAGER	EX6	7268	10902
1739	CITY COMMUNICATIONS OFFICER	EX6	7268	10902
1744U	ASSISTANT CITY MANAGER		9117	15858
1745U	EXECUTIVE ASSISTANT TO MAYOR		8140	12210
1746U	CHIEF EQUITY OFFICER		8140	12210
1747U	ASSISTANT DIRECTOR FOR ADMINISTRATION		6489	9734

- (2) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 500-American Federation of State, County, and Municipal Employees.

CLASS CODE	CLASS TITLE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
(1XXX) CLERICAL, FISCAL, AND ADMINISTRATIVE				
1007	CUSTOMER SERVICE REPRESENTATIVE	L-3	18.37	28.01
1008	CUSTOMER SERVICE SPECIALIST	L-4	19.27	29.39
1020	INFORMATION PROCESSOR	L-2	17.35	26.47
1114	ACCOUNTING CLERK	L-2	17.35	26.47
1118	SENIOR ACCOUNTING CLERK	L-4	19.27	29.39
1138	TAXPAYER SPECIALIST	L-6	22.61	34.48
1304	STOCK CLERK	L-3	18.37	28.01
1556	DISPATCHER	L-4	19.27	29.39
1608	MUNICIPAL COURT BAILIFF	L-3	18.37	28.01

U= Unclassified position.

Sec. 2-1078. Salary schedules for occupational group classified as public safety and inspectional, with class code, class title, and pay grade therein.

The following schedules are hereby adopted as the salary schedules for classes of positions set out below by class code number, class title, and pay grade therein:

- (1) For those classes of positions within the managerial, professional, supervisory, and/or confidential group:

CLASS CODE	CLASS TITLE	PAY GRADE	MONTHLY MINIMUM	MONTHLY MAXIMUM
(3XXX) PUBLIC SAFETY AND INSPECTIONAL				
3040U	FIRE CHIEF/DIRECTOR		12389	19147
3050	SAFETY OFFICER	NE6	4294	6441
3051	SAFETY MANAGER	EX5	6489	9734
3055	CORPORATE SAFETY MANAGER	EX6	7268	10902
3056	RISK MANAGER	EX7	8140	12210
3150	NHS DIVISION MANAGER	EX5	6489	9734
3300	AIRPORT OPERATIONS AGENT	NE6	4294	6441
3303	TRAFFIC CONTROL OFFICER	NE2	2933	4399
3305	AIRPORT POLICE OFFICER	NE5	3904	5856
3307	AIRPORT POLICE SERGEANT	NE7	4724	7085
3308	AIRPORT POLICE LIEUTENANT	EX3	5173	7759
3311	SECURITY SPECIALIST	NE4	3549	5323
3313	AIRPORT POLICE DETECTIVE	NE6	4294	6441
3314	SUPERVISOR OF SECURITY	NE6	4294	6441
3315	MANAGER OF SECURITY	EX4	5794	8833
3316	AIRPORT POLICE CHIEF	EX6	7268	10902
3400	PARK RANGER	NE5	3904	5856
3401	SENIOR PARK RANGER	NE6	4294	6441
3402	PARK RANGER SUPERVISOR	NE7	4724	7085
3403	PARK RANGER MANAGER	EX6	7268	10902
3503	TOW SERVICE COORDINATOR	NE3	3226	5094
3615	CONSTRUCTION CODE INSPECTOR SUPERVISOR	EX3	5173	7759
3700U	DIRECTOR OF HOUSING & COMMUNITY DEVELOPMENT		12389	19147

- (2) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 500-American Federation of State, County, and Municipal Employees:

CLASS CODE	CLASS TITLE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
(3XXX) PUBLIC SAFETY AND INSPECTIONAL				
3214	SPECIAL INVESTIGATOR	L-6	22.61	34.48
3312	AIRPORT SECURITY DISPATCHER	L-4	19.27	29.39

3608	SENIOR CONSTRUCTION CODE INSPECTOR	L-8	26.10	39.82
3629	CONSTRUCTION CODE INSPECTOR	L-7	23.98	36.60

- (3) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 42-International Association of Fire Fighters:

CLASS CODE	CLASS TITLE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
(3XXX) PUBLIC SAFETY AND INSPECTIONAL				
3004	FIREFIGHTER/PARAMEDIC APPRENTICE	F-F	16.25	32.75
3004	FIREFIGHTER/PARAMEDIC APPRENTICE	FFA	20.11	40.53
3005	FIREFIGHTER	F-F	16.25	32.75
3005	FIREFIGHTER	FFA	20.11	40.53
3007	FIRE CAPTAIN	F-4	31.79	34.75
3007	FIRE CAPTAIN	F4A	39.35	43.01
3010	FIREFIGHTER/EMT B	F-F	16.25	32.75
3010	FIREFIGHTER/EMT B	FFA	20.11	40.53
3011	FIREFIGHTER/PARAMEDIC	FFM	27.15	34.38
3011	FIREFIGHTER/PARAMEDIC	FMA	33.59	42.55
3012	COMMUNICATIONS SUPERVISOR	F4A	39.35	43.01
3014	FIRE INVESTIGATOR	F4A	39.35	43.01
3015	FIRE PREVENTION INSPECTOR	F-1	18.78	38.41
3018	FIRE EDUCATION SPECIALIST	FFA	20.11	40.53
3020	COMMUNICATION SPECIALIST	F-1	18.78	38.41
3032	EMERGENCY SUPPLY TECHNICIAN	F-6	15.68	22.15
3035	EMERGENCY RESPONSE VEHICLE TECHNICIAN	F-10	26.48	35.40
3036	EMERGENCY MEDICAL TECHNICIAN	F-7	18.49	29.96
3037	PARAMEDIC	F-9	22.82	34.20

- (4) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 3808-International Association of Fire Fighters:

CLASS CODE	CLASS TITLE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
(3XXX) PUBLIC SAFETY AND INSPECTIONAL				
3013	HAZMAT CHEMICAL ANALYST	FM-3	50.94	59.05
3023	BATTALION CHIEF	FM-3	50.94	59.05
3023	BATTALION CHIEF	F3M	41.16	47.33
3024	EMERGENCY SERVICES FLEET MANAGER	FM-3	50.94	59.05
3025	COMMUNICATIONS MANAGER/TECHNICAL	FM-3	50.94	59.05
3026	EMERGENCY SERVICES FLEET SUPERVISOR	FM-2	50.40	58.42
3027	LOGISTICS SUPERVISOR	FM-3	50.94	59.05
3038	ASSISTANT DIVISION CHIEF	FM-2	50.40	58.42
3039	DIVISION CHIEF	FM-3	50.94	59.05
3039	DIVISION CHIEF	F3M	41.16	47.33

U= Unclassified positions

Sec. 2-1079. Salary schedules for occupational group classified as health, welfare, and recreation, with class code, class title, and pay grade therein.

The following schedules are hereby adopted as the salary schedules for the following classes of positions as set out below by class code number, class title, and pay grade therein:

- (1) For those classes of positions within the managerial, professional, supervisory, and/or confidential group:

CLASS CODE	CLASS TITLE	PAY GRADE	MONTHLY MINIMUM	MONTHLY MAXIMUM
(4XXX) HEALTH, WELFARE AND RECREATION				
4004	ASSISTANT LABORATORY MANAGER	EX4	5794	8833
4009	CHEMIST	NE7	4724	7085
4015	MANAGER OF LABORATORY SERVICES	EX5	6489	9734
4016	SENIOR ENVIRONMENTAL INSPECTOR	NE4	3549	5323
4018	PUBLIC HEALTH STATISTICIAN	EX3	5173	7759
4022	COMMUNITY ENGAGEMENT SUPERVISOR	NE7	4724	7085
4023	COMMUNITY ENGAGEMENT MANAGER	EX3	5173	7759
4026	PUBLIC HEALTH EMERGENCY RESPONSE PLANNER	EX3	5173	7759
4027	EPIDEMIOLOGIST SPECIALIST	EX3	5173	7759
4031	EPIDEMIOLOGIST	EX4	5794	8833
4032	PUBLIC HEALTH NURSE SUPERVISOR	NE9	5612	8417
4033	NURSE PRACTITIONER	EX5	6489	9734
4034	SENIOR CHEMIST	EX3	5173	7759
4036	ASST. TO EMS MEDICAL DIRECTOR	NE7	4724	7085
4039	PUBLIC HEALTH SPECIALIST II	NE6	4294	6441
4040	PUBLIC HEALTH SPECIALIST III	EX2	4619	6928
4043	PUBLIC HEALTH MANAGER	EX5	6489	9734
4044	PUBLIC HEALTH SPECIALIST IV	EX3	5173	7759
4045U	SENIOR PUBLIC HEALTH MANAGER		7268	10902
4049	ENVIRONMENTAL OFFICER	NE6	4294	6441
4053	SENIOR ENVIRONMENTAL OFFICER	EX3	5173	7759
4052	ENVIRONMENTAL MANAGER	EX4	5794	8833
4054	VIOLENCE PREVENTION SUPERVISOR	NE3	3226	5094
4055	VIOLENCE PREVENTION MANAGER	NE5	3904	5856
4100U	DIRECTOR OF HEALTH		12389	19147
4107	SOCIAL SERVICE SUPERVISOR	EX3	5173	7759
4111	CIVIL RIGHTS SPECIALIST	NE7	4724	7085

4112	SENIOR CIVIL RIGHTS SPECIALIST	EX3	5173	7759
4113	CIVIL RIGHTS MANAGER	EX4	5794	8833
4117	SENIOR SOCIAL SERVICE WORKER	NE4	3549	5323
4118	NEIGHBORHOOD DEVELOPMENT SPECIALIST	NE4	3549	5323
4125	CORRECTIONAL SUPERVISOR	NE5	3904	5856
4127	NHS PROGRAM SPECIALIST	NE5	3904	5856
4128	NHS SENIOR PROGRAM SPECIALIST	EX3	5173	7759
4130	PROBATION OFFICER I	NE4	3549	5323
4131	PROBATION OFFICER II	EX2	4619	6928
4136	ADMINISTRATOR OF CORRECTIONS	EX4	5794	8833
4137	DEPUTY COURT ADMINISTRATOR	EX6	7268	10902
4144U	DIRECTOR OF CIVIL RIGHTS & EQUAL OPP		12389	19147
4150U	DIRECTOR OF NEIGHBORHOOD/COMM. SERV.		12389	19147
4216	RECREATION DIRECTOR	NE4	3549	5323
4217	SENIOR RECREATION DIRECTOR	NE7	4724	7085
4218	SUPERVISOR OF RECREATION	EX3	5173	7759
4219	MANAGER OF RECREATION	EX4	5794	8833

- (2) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 500-American Federation of State, County, and Municipal Employees.

CLASS CODE	CLASS TITLE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
(4XXX) HEALTH, WELFARE, AND RECREATION				
4014	ENVIRONMENTAL INSPECTOR	L-4	19.27	29.39
4017	COMMUNITY ENGAGEMENT OFFICER	L-6	22.61	34.48
4019	MEDICAL ASSISTANT	L-2	17.35	26.47
4021	COMMUNITY ENGAGEMENT SPECIALIST	L-7	23.98	36.60
4035	PUBLIC HEALTH NURSE	L-9	28.96	44.16
4041	PUBLIC HEALTH SPECIALIST	L-6	22.61	34.48
4042	PUBLIC HEALTH SPECIALIST TRAINEE	L-2	17.35	26.47
4116	SOCIAL SERVICE WORKER	L-3	18.37	28.01
4119	CORRECTIONAL OFFICER	L-4	19.27	29.39
4122	SENIOR CORRECTIONAL OFFICER	L-5	20.10	30.64
4124	HOUSING REHAB SPECIALIST	L-7	23.98	36.60
4203	RECREATION LEADER	L-1	16.12	24.58
4204	LIFEGUARD	L-1	16.12	24.58
4209	RECREATION SPECIALIST	L-2	17.35	26.47

..end

Approved as to form and legality:

Katherine Chandler
Senior Associate City Attorney

COMPARED VERSION
NEW ORDINANCE TO CODE BOOKS

ORDINANCE NO. 220666

Amending Chapter 2 of the Code of Ordinances of the Kansas City, Missouri, Classification and Compensation Plan, by repealing Section 2-1076, 2-1078 and 2-1079 and enacting in lieu thereof sections of like number and subject matter to create new job classifications of Assistant Director for Administration, Park Ranger, Senior Park Ranger, Park Ranger Supervisor, Park Ranger Manager, and Firefighter/Paramedic Apprentice in the City’s job classification system

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances, entitled “Administration,” relating to the Classification and Compensation Plan, is hereby amended by repealing Sections, 2-1076 and, 2-1078, and 2-1079 , and enacting in lieu thereof new sections of like numbers and subject matter, to read as follows

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CLASS CODE	CLASS TITLE	PAY GRADE	MONTHLY MINIMUM	MONTHLY MAXIMUM
(1XXX) CLERICAL, FISCAL, AND ADMINISTRATIVE				
1010	CLERICAL SUPERVISOR	NE4	3549	5323
1012	CUSTOMER SERVICE SUPERVISOR	NE5	3904	5856
1028	LEGAL SECRETARY	NE5	3904	5856
1030	PARALEGAL	NE6	4294	6441
1040U	ADMINISTRATIVE SECRETARY		4619	6928
1060U	ADMINISTRATIVE ASSISTANT TO THE JUDGES		4619	6928
1070U	ADMINISTRATIVE SECRETARY TO CITY COUNCIL		4619	6928
1071U	ASSISTANT TO ELECTED OFFICIAL		3549	5323
1113	SENIOR ACCOUNTANT	EX3	5173	7759
1119	ACCOUNTANT	NE5	3904	5856
1121	ACCOUNTANT II	NE6	4294	6441
1123U	INTERNAL AUDITOR		5794	8833
1125	AUDITOR	EX1	4124	6186
1126	SENIOR AUDITOR	EX3	5173	7759
1127	AUDIT MANAGER	EX5	6489	9734
1129U	CITY AUDITOR		7567	14422

1139	TAXPAYER SPECIALIST SUPERVISOR	NE6	4294	6441
1150	CITY TREASURER	EX7	8140	12210
1152	RETIREMENT SYSTEM EXECUTIVE OFFICER	EX8	8650	13620
1158	MANAGER OF CONSUMER SERVICES	EX3	5173	7759
1160	COMMISSIONER OF REVENUE	EX7	8140	12210
1166	CITY CONTROLLER	EX7	8140	12210
1167	MANAGER OF DEVELOPMENT FINANCE	EX7	8140	12210
1171	FINANCIAL MANAGER	EX6	7268	10902
1200U	DIRECTOR OF FINANCE		12389	19147
1301U	DIRECTOR OF GENERAL SERVICES		12389	19147
1307	STORES MANAGER	NE4	3549	5323
1309	PROCUREMENT OFFICER	NE4	3549	5323
1314	SENIOR PROCUREMENT OFFICER	EX2	4619	6928
1312	PROCUREMENT MANAGER	EX4	5794	8833
1315	ACQUISITION SPECIALIST	NE5	3904	5856
1316	SENIOR ACQUISITION SPECIALIST	NE7	4724	7085
1335	BUILDING MANAGER	EX2	4619	6928
1413U	DIRECTOR OF AVIATION		12389	19147
1420U	DIRECTOR OF PARKS & RECREATION		12389	19147
1510	GRAPHIC DESIGN SPECIALIST	NE5	3904	5856
1545	IT TECHNICIAN	NE5	3904	5856
1546	IT SENIOR TECHNICIAN	NE6	4294	6441
1548U	CHIEF INFORMATION OFFICER		8650	13620
1552	IT ANALYST	NE7	4724	7085
1553	IT SENIOR ANALYST	EX3	5173	7759
1558	IT SPECIALIST	EX4	5794	8833
1559	IT SENIOR SPECIALIST	EX5	6489	9734
1561	IT MANAGER	EX6	7268	10902
1562	IT SUPERVISOR	EX5	6489	9734
1610	LEGAL INVESTIGATOR	NE5	3904	5856
1618	ASSISTANT CITY ATTORNEY	EX5	6489	9734
1619	ASSOCIATE CITY ATTORNEY	EX6	7268	10902
1623	CITY PROSECUTOR	EX8	8650	13620
1624	FIRST ASSISTANT CITY PROSECUTOR	EX6	7268	10902
1627	SENIOR ASSOCIATE CITY ATTORNEY	EX8	8650	13620
1629U	DEPUTY CITY ATTORNEY		9117	15858
1630U	CITY ATTORNEY		12389	19147
1650	ADMINISTRATOR OF MUNICIPAL COURT	EX8	8650	13620
1652	EVENT COORDINATOR	NE6	4294	6441
1660U	DIRECTOR, CONVENTION AND ENTERTAINMENT CENTERS		12389	19147
1678	BUDGET ANALYST	EX5	6489	9734
1679	ASSISTANT BUDGET OFFICER	EX6	7268	10902
1680U	BUDGET OFFICER		8650	13620
1681	ANALYST	EX2	4619	6928
1682	SENIOR ANALYST	EX4	5794	8833
1683	CHIEF ANALYTICS OFFICER	EX5	6489	9734
1705	HUMAN RESOURCES SPECIALIST	NE7	4724	7085
1706	SENIOR HUMAN RESOURCES SPECIALIST	EX4	5794	8833
1707	HUMAN RESOURCES MANAGER	EX6	7268	10902
1710U	DIRECTOR OF HUMAN RESOURCES		12389	19147
1716	MUNICIPAL INTERN	NE1	2666	3999
1717	MUNICIPAL MANAGEMENT TRAINEE	NE5	3904	5856

1719	ADMINISTRATIVE ASSISTANT	NE3	3226	5094
1723	SENIOR ADMINISTRATIVE ASSISTANT	NE4	3549	5323
1724U	COMMUNITY ENGAGEMENT COORDINATOR		4124	6186
1727U	EXECUTIVE AIDE TO MAYOR		5794	8833
1728U	EXECUTIVE SECRETARY TO CITY MANAGER		5794	8833
1729	ADMINISTRATIVE OFFICER	EX2	4619	6928
1732U	CHIEF DEPUTY CITY CLERK		4619	6928
1733U	CITY CLERK		5362	10373
1734	ASST. TO DIRECTOR (ADMIN. SERV.)	EX4	5794	8833
1735	BUSINESS OPERATIONS MANAGER	EX6	7268	10902
1736U	DEPUTY DIRECTOR		9117	15858
1738	ASSISTANT TO THE CITY MANAGER	EX6	7268	10902
1739	CITY COMMUNICATIONS OFFICER	EX6	7268	10902
1744U	ASSISTANT CITY MANAGER		9117	15858
1745U	EXECUTIVE ASSISTANT TO MAYOR		8140	12210
1746U	CHIEF EQUITY OFFICER		8140	12210
1747U	ASSISTANT DIRECTOR FOR ADMINISTRATION		6489	9734

- (2) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 500-American Federation of State, County, and Municipal Employees.

CLASS CODE	CLASS TITLE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
(1XXX) CLERICAL, FISCAL, AND ADMINISTRATIVE				
1007	CUSTOMER SERVICE REPRESENTATIVE	L-3	18.37	28.01
1008	CUSTOMER SERVICE SPECIALIST	L-4	19.27	29.39
1020	INFORMATION PROCESSOR	L-2	17.35	26.47
1114	ACCOUNTING CLERK	L-2	17.35	26.47
1118	SENIOR ACCOUNTING CLERK	L-4	19.27	29.39
1138	TAXPAYER SPECIALIST	L-6	22.61	34.48
1304	STOCK CLERK	L-3	18.37	28.01
1556	DISPATCHER	L-4	19.27	29.39
1608	MUNICIPAL COURT BAILIFF	L-3	18.37	28.01

U= Unclassified position.

Sec. 2-1078. Salary schedules for occupational group classified as public safety and inspectional, with class code, class title, and pay grade therein.

The following schedules are hereby adopted as the salary schedules for classes of positions set out below by class code number, class title, and pay grade therein:

- (1) For those classes of positions within the managerial, professional, supervisory, and/or confidential group:

CLASS CODE	CLASS TITLE	PAY GRADE	MONTHLY MINIMUM	MONTHLY MAXIMUM
(3XXX)	PUBLIC SAFETY AND INSPECTIONAL			
3040U	FIRE CHIEF/DIRECTOR		12389	19147
3050	SAFETY OFFICER	NE6	4294	6441
3051	SAFETY MANAGER	EX5	6489	9734
3055	CORPORATE SAFETY MANAGER	EX6	7268	10902
3056	RISK MANAGER	EX7	8140	12210
3150	NHS DIVISION MANAGER	EX5	6489	9734
3300	AIRPORT OPERATIONS AGENT	NE6	4294	6441
3303	TRAFFIC CONTROL OFFICER	NE2	2933	4399
3305	AIRPORT POLICE OFFICER	NE5	3904	5856
3307	AIRPORT POLICE SERGEANT	NE7	4724	7085
3308	AIRPORT POLICE LIEUTENANT	EX3	5173	7759
3311	SECURITY SPECIALIST	NE4	3549	5323
3313	AIRPORT POLICE DETECTIVE	NE6	4294	6441
3314	SUPERVISOR OF SECURITY	NE6	4294	6441
3315	MANAGER OF SECURITY	EX4	5794	8833
3316	AIRPORT POLICE CHIEF	EX6	7268	10902
3400	PARK RANGER	NE5	3904	5856
3401	SENIOR PARK RANGER	NE6	4294	6441
3402	PARK RANGER SUPERVISOR	NE7	4724	7085
3403	PARK RANGER MANAGER	EX6	7268	10902
3503	TOW SERVICE COORDINATOR	NE3	3226	5094
3615	CONSTRUCTION CODE INSPECTOR SUPERVISOR	EX3	5173	7759
3700U	DIRECTOR OF HOUSING & COMMUNITY DEVELOPMENT		12389	19147

- (2) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 500-American Federation of State, County, and Municipal Employees:

CLASS CODE	CLASS TITLE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
(3XXX)	PUBLIC SAFETY AND INSPECTIONAL			
3214	SPECIAL INVESTIGATOR	L-6	22.61	34.48
3312	AIRPORT SECURITY DISPATCHER	L-4	19.27	29.39
3608	SENIOR CONSTRUCTION CODE INSPECTOR	L-8	26.10	39.82
3629	CONSTRUCTION CODE INSPECTOR	L-7	23.98	36.60

- (3) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 42-International Association of Fire Fighters:

CLASS CODE	CLASS TITLE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
(3XXX) PUBLIC SAFETY AND INSPECTIONAL				
3004	FIREFIGHTER/PARAMEDIC APPRENTICE	F-F	16.25	32.75
3004	FIREFIGHTER/PARAMEDIC APPRENTICE	FFA	20.11	40.53
3005	FIREFIGHTER	F-F	16.25	32.75
3005	FIREFIGHTER	FFA	20.11	40.53
3007	FIRE CAPTAIN	F-4	31.79	34.75
3007	FIRE CAPTAIN	F4A	39.35	43.01
3010	FIREFIGHTER/EMT B	F-F	16.25	32.75
3010	FIREFIGHTER/EMT B	FFA	20.11	40.53
3011	FIREFIGHTER/PARAMEDIC	FFM	27.15	34.38
3011	FIREFIGHTER/PARAMEDIC	FMA	33.59	42.55
3012	COMMUNICATIONS SUPERVISOR	F4A	39.35	43.01
3014	FIRE INVESTIGATOR	F4A	39.35	43.01
3015	FIRE PREVENTION INSPECTOR	F-1	18.78	38.41
3018	FIRE EDUCATION SPECIALIST	FFA	20.11	40.53
3020	COMMUNICATION SPECIALIST	F-1	18.78	38.41
3032	EMERGENCY SUPPLY TECHNICIAN	F-6	15.68	22.15
3035	EMERGENCY RESPONSE VEHICLE TECHNICIAN	F-10	26.48	35.40
3036	EMERGENCY MEDICAL TECHNICIAN	F-7	18.49	29.96
3037	PARAMEDIC	F-9	22.82	34.20

- (4) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 3808-International Association of Fire Fighters:

CLASS CODE	CLASS TITLE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
(3XXX) PUBLIC SAFETY AND INSPECTIONAL				
3013	HAZMAT CHEMICAL ANALYST	FM-3	50.94	59.05
3023	BATTALION CHIEF	FM-3	50.94	59.05
3023	BATTALION CHIEF	F3M	41.16	47.33
3024	EMERGENCY SERVICES FLEET MANAGER	FM-3	50.94	59.05
3025	COMMUNICATIONS MANAGER/TECHNICAL	FM-3	50.94	59.05
3026	EMERGENCY SERVICES FLEET SUPERVISOR	FM-2	50.40	58.42
3027	LOGISTICS SUPERVISOR	FM-3	50.94	59.05
3038	ASSISTANT DIVISION CHIEF	FM-2	50.40	58.42
3039	DIVISION CHIEF	FM-3	50.94	59.05
3039	DIVISION CHIEF	F3M	41.16	47.33

U= Unclassified positions

Sec. 2-1079. Salary schedules for occupational group classified as health, welfare, and recreation, with class code, class title, and pay grade therein.

The following schedules are hereby adopted as the salary schedules for the following classes of positions as set out below by class code number, class title, and pay grade therein:

- (1) For those classes of positions within the managerial, professional, supervisory, and/or confidential group:

CLASS CODE	CLASS TITLE	PAY GRADE	MONTHLY MINIMUM	MONTHLY MAXIMUM
(4XXX) HEALTH, WELFARE AND RECREATION				
4004	ASSISTANT LABORATORY MANAGER	EX4	5794	8833
4009	CHEMIST	NE7	4724	7085
4015	MANAGER OF LABORATORY SERVICES	EX5	6489	9734
4016	SENIOR ENVIRONMENTAL INSPECTOR	NE4	3549	5323
4018	PUBLIC HEALTH STATISTICIAN	EX3	5173	7759
4022	COMMUNITY ENGAGEMENT SUPERVISOR	NE7	4724	7085
4023	COMMUNITY ENGAGEMENT MANAGER	EX3	5173	7759
4026	PUBLIC HEALTH EMERGENCY RESPONSE PLANNER	EX3	5173	7759
4027	EPIDEMIOLOGIST SPECIALIST	EX3	5173	7759
4031	EPIDEMIOLOGIST	EX4	5794	8833
4032	PUBLIC HEALTH NURSE SUPERVISOR	NE9	5612	8417
4033	NURSE PRACTITIONER	EX5	6489	9734
4034	SENIOR CHEMIST	EX3	5173	7759
4036	ASST. TO EMS MEDICAL DIRECTOR	NE7	4724	7085
4039	PUBLIC HEALTH SPECIALIST II	NE6	4294	6441
4040	PUBLIC HEALTH SPECIALIST III	EX2	4619	6928
4043	PUBLIC HEALTH MANAGER	EX5	6489	9734
4044	PUBLIC HEALTH SPECIALIST IV	EX3	5173	7759
4045U	SENIOR PUBLIC HEALTH MANAGER		7268	10902
4049	ENVIRONMENTAL OFFICER	NE6	4294	6441
4053	SENIOR ENVIRONMENTAL OFFICER	EX3	5173	7759
4052	ENVIRONMENTAL MANAGER	EX4	5794	8833
4054	VIOLENCE PREVENTION SUPERVISOR	NE3	3226	5094
4055	VIOLENCE PREVENTION MANAGER	NE5	3904	5856
4100U	DIRECTOR OF HEALTH		12389	19147
4107	SOCIAL SERVICE SUPERVISOR	EX3	5173	7759
4111	CIVIL RIGHTS SPECIALIST	NE7	4724	7085
4112	SENIOR CIVIL RIGHTS SPECIALIST	EX3	5173	7759
4113	CIVIL RIGHTS MANAGER	EX4	5794	8833
4117	SENIOR SOCIAL SERVICE WORKER	NE4	3549	5323

4118	NEIGHBORHOOD DEVELOPMENT SPECIALIST	NE4	3549	5323
4125	CORRECTIONAL SUPERVISOR	NE5	3904	5856
4127	NHS PROGRAM SPECIALIST	NE5	3904	5856
4128	NHS SENIOR PROGRAM SPECIALIST	EX3	5173	7759
4130	PROBATION OFFICER I	NE4	3549	5323
4131	PROBATION OFFICER II	EX2	4619	6928
4136	ADMINISTRATOR OF CORRECTIONS	EX4	5794	8833
4137	DEPUTY COURT ADMINISTRATOR	EX6	7268	10902
4144U	DIRECTOR OF CIVIL RIGHTS & EQUAL OPP		12389	19147
4150U	DIRECTOR OF NEIGHBORHOOD/COMM. SERV.		12389	19147
4216	RECREATION DIRECTOR	NE4	3549	5323
4217	SENIOR RECREATION DIRECTOR	NE7	4724	7085
4218	SUPERVISOR OF RECREATION	EX3	5173	7759
4219	MANAGER OF RECREATION	EX4	5794	8833

- (2) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 500-American Federation of State, County, and Municipal Employees.

CLASS CODE	CLASS TITLE	PAY GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
(4XXX) HEALTH, WELFARE, AND RECREATION				
4014	ENVIRONMENTAL INSPECTOR	L-4	19.27	29.39
4017	COMMUNITY ENGAGEMENT OFFICER	L-6	22.61	34.48
4019	MEDICAL ASSISTANT	L-2	17.35	26.47
4021	COMMUNITY ENGAGEMENT SPECIALIST	L-7	23.98	36.60
4035	PUBLIC HEALTH NURSE	L-9	28.96	44.16
4041	PUBLIC HEALTH SPECIALIST	L-6	22.61	34.48
4042	PUBLIC HEALTH SPECIALIST TRAINEE	L-2	17.35	26.47
4116	SOCIAL SERVICE WORKER	L-3	18.37	28.01
4119	CORRECTIONAL OFFICER	L-4	19.27	29.39
4122	SENIOR CORRECTIONAL OFFICER	L-5	20.10	30.64
4124	HOUSING REHAB SPECIALIST	L-7	23.98	36.60
4203	RECREATION LEADER	L-1	16.12	24.58
4204	LIFEGUARD	L-1	16.12	24.58
4209	RECREATION SPECIALIST	L-2	17.35	26.47

Approved as to form and legality:

Katherine Chandler
Senior Associate City Attorney



File #: 220668

ORDINANCE NO. 220668

Authorizing the Director of Finance as part of the OneIT Initiative to execute a five year \$5,141,086.72 sole source Payment Plan Agreement with Key Government Finance, Inc. for Cisco SMARTnet and SMARTnet Onsite Services; appropriating \$307,620.13 to the Reimbursable Maintenance Account; authorizing the Director of General Services to expend such funds for Cisco SMARTnet and SMARTnet Onsite Services; and authorizing the Manager of Procurement to execute amendments and a five-year sole source contract with a one year extension with ConvergeOne Inc.

WHEREAS, the City and Kansas City, Missouri Police Department (“KCPD”) have over 1,000 pieces of Cisco equipment and software; and

WHEREAS, all Cisco equipment and software must be maintained by Cisco or a Cisco authorized resellers; and

WHEREAS, under the OneIT Initiative, the City and KCPD are working together to consolidate Information Technology management of software and equipment including maintenance agreements for Cisco equipment and software; and

WHEREAS, as part of the OneIT Initiative, the City and KCPD have collaborated to have one contract for Cisco SMARTnet and SMARTnet Onsite Services through the City for all City and KCPD owned Cisco equipment; and

WHEREAS, the City and KCPD collaborated to lock in pricing for Cisco SMARTnet and SMARTnet Onsite Services for five years; and

WHEREAS, by collaborating and entering into a five-year prepaid maintenance Cisco SMARTnet and SMARTnet Onsite Services agreement, the City and KCPD will save \$3,094,613.14 over the 5 year period; and

WHEREAS, to lock in the five year maintenance pricing, the City needs to enter into a five year agreement to annually pay the maintenance costs subject to annual appropriation; and

WHEREAS, Key Government Finance, Inc., Cisco’s finance partner, has provided the City a five year 0% interest rate to prepay the five year maintenance costs upfront as long as the City executes a Payment Plan Agreement and all required documents by August 26, 2022; and

WHEREAS, the City's outside lease counsel, Kutak Rock, LLP have reviewed the transaction and concluded that the City's Payment Plan Agreement with Key Government Finance, Inc. for Cisco SMARTnet and SMARTnet Onsite Services would be reported on the City's financial statements as an expense rather than a debt; and

WHEREAS, the City's current agreement with ConvergeOne Inc., Cisco's authorized reseller, is an Agreement that expires on December 16, 2022; and

WHEREAS, the City's Payment Plan Agreement with Key Government Finance, Inc. for Cisco SMARTnet and SMARTnet Onsite Services incorporates the City's purchase of the Cisco SMARTnet and SMARTnet Onsite services through the City's sole source Agreement with ConvergeOne, Inc., and

WHEREAS, the City must enter into a new Agreement with ConvergeOne, Inc. to extend the term of the Contract to cover the 5 year period; and

WHEREAS, ConvergeOne, Inc. has the guaranteed best pricing from Cisco as its preferred reseller; and

WHEREAS, a public solicitation would result in a substantial increased cost for the City; and

WHEREAS, for the reasons stated above, the City Manager has approved sole source waivers for Key Governance Finance, Inc. and ConvergeOne, Inc. under Section 3-7(a)(2), Code of Ordinances so the City can save \$3,094,613.14\$ on Cisco SMARTnet and SMARTnet Onsite Services; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Finance is hereby authorized to execute a five-year \$5,141,086.72 sole source Payment Plan Agreement with Key Government Finance, Inc. for Cisco SMARTnet and SMARTnet Onsite Services and any and all other documents necessary to effectuate the transaction with payments for years one through five subject to annual appropriation by the City Council. A copy of the Payment Plan Agreement in substantial form is on file in the Procurement Services Division.

Section 2. That the amount of \$ 307,620.13 is appropriated from the Unappropriated Fund Balance of the Information Technology Reimbursable Services Fund to the following account of the Information Technology Reimbursable Services Fund:

23-7160-071891-B	Reimbursable – Maintenance	\$307,620.13
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Section 4. That the Director of General Services is hereby authorized to expend \$1,028,217.344 from funds appropriated to Account No. 23-7160-071891 for Cisco SMARTnet and SMARTnet Onsite Services.

Section 5. That the Manager of Procurement is authorized to execute a one year extension, contract amendments and a five-year sole source contract with ConvergeOne, Inc. and is authorized to issue purchase orders that exceed the \$1,000,000.00 annual threshold for City Council authorization set forth in Section 3-41(a)(2), Code of Ordinances, with such funds that are appropriated in the City's Annual Budget without further Council approval.

..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:

James Brady
Assistant City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	220668	
		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?				
Annual Revenue Increase/Decrease				
Applicable Dates:				
Prepared by:				
Date Prepared:				
Reviewed by:				
Date Reviewed				
Reference Numbers				
Discussion (including relationship to other Council actions)				
Citywide Business Plan Goal				
Citywide Business Plan Objective				
Citywide Business Plan Strategy				

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	220668
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LEGISLATION IN BRIEF:
 Authorizing the Director of Finance as part of the Smart Initiative to execute a five-year \$5,212,000.72 sole source Payment Plan Agreement with Key Government Finance, Inc. for Cisco SMARTnet and SMARTnet Onsite Services; appropriating \$307,620.13 to the Reimbursable Maintenance Account; authorizing the Director of General Services to expend such funds for Cisco SMARTnet and SMARTnet Onsite Services; and authorizing the Manager of Procurement to execute amendments and a five-year sole source contract with a one year extension with ConvergeOne Inc

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? YES Yes/No
 See Section 03 for increases in appropriations

Are costs associated with this legislation ongoing (Yes)? Or one-time (No) NO Yes/No
 See Section 00: " Notes" Below

Section 00: Notes:
 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, 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 22-23 BUD	FY 23-24 EST

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST
7160	071891	616200		307,620	-
NET IMPACT ON OPERATIONAL BUDGET				(307,620.13)	-

RESERVE STATUS: **DRAW ON RESERVES**

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

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
		-						
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
7160	71891	307,620						
TOTAL EXP		307,620	-	-	-	-	-	-

NET Per-YEAR IMPACT (307,620)

NET IMPACT (SIX YEARS) (307,620.13)

REVIEWED BY DATE 8/8/2022

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STANDARD CITY CONTRACT

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

CONTRACT NO.: EV3006

TITLE/DESCRIPTION: CISCO AND RELATED PRODUCTS AND SERVICES

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and ConvergeOne Inc ("CONTRACTOR").

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

- (a) this Contract;
- (b) 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 Work

Attachment B: Pricing Model

Attachment C: CISCO Smartnet Total Care

Attachment D: Contractor CISCO Engineer SLAs and Rate Sheet

Attachment E: City Support Escalation Procedures

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

- (a) Initial Term. The initial term of this Contract shall begin on August 22, 2022 and shall end on August 21, 2027. 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 one (1) additional one (1) year term.
- (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: **according to the scope of work in Attachment A and the rate table in Attachment B. and Attachment D**
- B. CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: **per the Pricing Model set forth in Attachment B.**
- C. There are no annual increases allowed under this contract. All pricing is based on a discount off of the CISCO pricing available. Pricing will be obtained via quote or statement of work at the time of the need. All pricing will follow, at a minimum, the pricing discounts listed in the pricing model set forth in Attachment B.
- 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 Civil Rights and Equal Opportunity 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 Civil Rights and Equal Opportunity Department, 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 Civil Rights and Equal Opportunity Department 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) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO 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 CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) 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.
- (d) 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 CREO 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 CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity 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. 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: Tommy Messersmith
 Government Account Manager
 ConvergeOne Inc
 12980 Foster St #300
 Overland Park, KS 66213
 Telephone: (913) 744-3255

Sec. 18. 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. 19. 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. 20. Insurance.

- (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 Insureds
 - 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 for 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.
 5. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 6. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 - a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:
 - b. If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- (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. 21. 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. 22. 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. 23. 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. 24. 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. 25. 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. 26. 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. 27. Minority and Women’s Business Enterprises. RESERVED.

Sec. 28. 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. 29. 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. 30. Trade-In. If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the CITY retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The CITY is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

Sec. 31. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 32. F.O.B. Destination. Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the CONTRACTOR. The CITY shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the CITY acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the CONTRACTOR uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 22(a) is applicable.

- (a) F.O.B. Destination, Freight Prepaid by Seller. The seller pays and bears all freight charges.
- (b) F.O.B. Destination, Freight Prepaid and Charged Back on Invoice. The seller pays the freight and charges the CITY by adding it to the invoice.
- (c) F.O.B. Destination, Freight Collect. The CITY pays and bears the freight charges.
- (d) F.O.B. Destination, Freight Collect and Allowed on Invoice. The CITY pays the freight charges and deducts the amount from the seller's invoice.

Sec. 33. Quality. Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly

packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 34. Price. Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

Sec. 35. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 36. Commercial Warranty. The CONTRACTOR agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract.

Sec. 37. Discounts.

- A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.
- B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the CITY, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the CITY check.
- C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the CITY reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

Sec. 38. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 39. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly

authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 40. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 41. Late Shipments. Supplier or CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 42. Tax Exemption - Federal and State.

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 43. 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. 44. 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 \$13.75 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. 45. 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 WORK

1. CONTRACT NARRATIVE

The purpose of this contract is to formally establish a partnership with CONTRACTOR and the City of Kansas City, Missouri for the procurement, implementation, and maintenance of Cisco technologies and professional services. This includes all Cisco and Cisco related technologies on Cisco's GPL (Global Price List).

2. CISCO

Cisco is an American multinational technology company specializing in networking hardware and software, telecommunications, security, and data center infrastructure. The City of Kansas City Missouri currently utilizes Cisco technologies in many areas:

- Network – The city has standardized on Cisco Switches and Routers
- Telecommunications – The city's primary phone system is Cisco Voice Over IP
- Security – The city's primary firewalls are Cisco and other Cisco security products
- Data Center – The city's primary server and storage infrastructure is Cisco

3. CONTRACTOR

CONTRACTOR is a locally owned technology solutions provider established in 1992 and headquartered in Overland Park, Kansas. CONTRACTOR employs 300+ individuals with over 40 local engineers and a 24x7 network operations center support service with a dedicated design and presales team. CONTRACTOR has achieved the Cisco Gold Partner certification for over 10 years straight.

CONTRACTOR specializes in supporting Local, Wide Area and Wireless Networks, Unified communications (Voice Over IP), Physical and Information Security, and Datacenter technologies.

ATTACHMENT B: PRICING MODEL

CONTRACTOR CISCO HARDWARE AND SOFTWARE

Cisco Hardware and Software *43.1% off List Price for Hardware and Software

Cisco Maintenance *20% off List Price for Cisco Maintenance (Smartnet)

*CSDGKC Contract pricing is 42.25% off list price for product and 20% off list price for smartnet, CONTRACTOR is going above and beyond that COOP.

ATTACHMENT C: CISCO SMARTNET TOTAL CARE

ATTACHMENT D: 
CONTRACTOR/CISCO ENGINEER SLAS AND RATE SHEET

1. CONTRACTOR AFTER HOURS AND EMERGENCY SERVICE LEVEL SERVICE DELIVERY AGREEMENT

CONTRACTOR staffs many local engineers and remote engineers throughout the United States. When the City of Kansas City Missouri requests a resource during normal business hours and CONTRACTOR has an open resource available CONTRACTOR will bill at the normal bill rates below. If the City of Kansas City Missouri requires a resource before CONTRACTOR's next available resource is open the City of Kansas City Missouri can request an emergency and emergency rates will be charged.

CONTRACTOR defines normal business hours as Monday through Friday 8am through 5pm. Holidays are defined as the Federal holidays.

- CONTRACTOR defined SLA requires Service Delivery/Engineering Resources to begin remote work within 1 hour of customer request.
- CONTRACTOR Defined SLA requires Service Delivery/Engineering Resources to be onsite within 4 hours of customer request.

*After hours is defined as hours outside of Monday through Friday 8am to 5pm and holidays.

Service Delivery Contact Information All Hours:

Phone: 913-307-2330

Email: scheduling@CONTRACTOR5.com

Hourly Rates						
		\$5,000	\$10,000	\$25,000	\$50,000	\$100,000
Skill Level	Standard	"Bronze Tier"	"Silver Tier"	"Gold Tier"	"Platinum Tier"	"Diamond Tier"
Project Manager	\$140	\$130	\$125	\$120	\$115	\$110
Systems Engineer	\$145	\$135	\$130	\$125	\$120	\$115
Sr. Systems Engineer	\$175	\$165	\$160	\$155	\$150	\$145
Systems Consultant	\$225	\$215	\$210	\$205	\$200	\$195
Design Architect	\$225	\$215	\$210	\$205	\$200	\$195

- Hourly bill rates for the City of Kansas City Missouri are defined as Standard above.
- Overtime & Weekends billed at Normal Business Hours (NBH) + 50%.
- Holidays billed at Normal Business Hours (NBH) + 100% w/ (2) hour minimum.
- Emergency support billed at Normal Business Hours (NBH) + 50% w/ (2) hour minimum.

Additional tier discounting is provided with pre-paid blocks of time based on the block amounts above.

2. CONTRACTOR PRE-SALES CONTACTS AND ESCALATION

CONTRACTOR defined SLA is a response from pre-sales within 24 hours.

Primary Contact – Tommy Messersmith, Account Manager, 913-744-3255,
tommy.messersmith@CONTRACTOR5.com

Secondary Contact – Lucas Smith, Vice President, 913-744-3262,
lucas.smith@CONTRACTOR5.com

Tertiary Contact – Matt Cussigh, Regional President, 913-307-2363,
matt.cussigh@CONTRACTOR5.com

3. CISCO SMART NET TOTAL CARE

Cisco Smart Net Total Care helps reduce downtime with fast, expert technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC). It also offers integrated smart capabilities, providing current information about your installed base, contracts, and security alerts to enhance the efficiency of your support workflows.

The TAC is staffed by Cisco experts and is accessible 24 hours a day, 365 days per year. Technical services available through the TAC are backed by advance hardware replacement options and fast response time, including 2-hour, 4-hour, and next-business-day options (where available). Online self-help tools include our extensive knowledge library, software downloads, and support tools designed to help you resolve network issues quickly without opening a case.

- Technical Service and Incident Management

When a network problem affects business-critical systems, it requires fast response and a deep understanding of the technology to resolve the incident quickly. Smart Net Total Care offers the following capabilities for device-level support to help you reduce the risk of business interruptions caused by network issues. These capabilities help ensure that you get rapid response for service and can quickly identify your devices and their service coverage information in order to streamline your interaction with TAC support representatives.

- Cisco TAC: The Cisco TAC is staffed by Cisco professionals certified in a broad range of Cisco products and technologies and service provider architectures. We provide you with access by phone, fax, or email 24 hours a day, 365 days a year and can assist you with product use, configuration, and troubleshooting issues. Cisco TAC objectives for response times are:
 - Severity 1 and 2: Cisco will respond within one hour.
 - Severity 3 and 4: Cisco will respond no later than one business day.
- Advance hardware replacement: With our customized hardware support service plans, you can have confidence knowing that your hardware can support your ongoing business needs. Cisco offers multiple service levels with different shipment options. (See Table 1.)

Table 1. Advance Hardware Replacement Service Levels

Service Level	Description
Smart Net Total Care 24x7x2	2-hour response, 24 hours a day, 7 days per week, including holidays
Smart Net Total Care 24x7x4	4-hour response, 24 hours a day, 7 days a week, including holidays
Smart Net Total Care 8x5x4	4-hour response, local business hours based on depot time, 5 days a week
Smart Net Total Care 8x5xNext Business Day	Next-business-day delivery, local business hours based on depot time, 5 days a week
Smart Net Total Care without RMA	Software and installation-focused TAC support only, no RMA or other TAC support

Onsite support: Cisco is committed to providing professional, customer-focused support services in person at your location. Smart Net Total Care Onsite service includes installation of advance replacement parts. (See Table 2.)

Table 2. CISCO Service Levels

Service Level	Description
Smart Net Total Care Onsite 24x7x2	2-hour response, 24 hours a day, 7 days per week, including holidays
Smart Net Total Care Onsite 24x7x4	4-hour response, 24 hours a day, 7 days a week, including holidays
Smart Net Total Care Onsite 8x5x4	Based on depot time. 4-hour response, 9 a.m. to 5 p.m., if the request is received before 1 p.m., the service (including parts, labor, and materials) will be provided the same day. For requests received after 1 p.m., the service will be provided the following business day.
Smart Net Total Care Onsite 8x5xNext Business Day	Based on depot time. Next business day, 9 a.m. to 5 p.m., if the request is received before 3 p.m., the service (including parts, labor, and materials) will be provided the next business day. After 3 p.m., the service (including parts, labor, and materials) will be provided the following business day.

Software updates: Cisco provides OS software updates for your licensed feature set. Software releases and any supporting documentation are available through Cisco.com Software Central at <http://software.cisco.com/swcentral/home.html>.

Online self-help support: Cisco provides access to the Cisco Support website, which includes Cisco's extensive knowledge library, software downloads, and support tools designed to help users resolve network issues quickly without opening a case.

- You can manage problems according to the Cisco Severity and Escalation Guidelines.
- Access to the Cisco.com knowledgebase provides helpful technical and general information on Cisco products.

Attachment E: City Support Escalation Procedures

<u>KCMO Service/Technical Issues Contact</u>	<u>Title</u>	<u>Email</u>	<u>Phone</u>
Brendon Hays	IT Manager	Brendon.hays@kcmo.org	816-513-6665
Dave Evans	CIO	david.evans@kcmo.org	816-513-0888
<u>KCMO Contract Support</u>	<u>Title</u>	<u>Email</u>	<u>Phone</u>
Keely Golden, CPPB	Procurement Manager	Keely.golden@kcmo.org	816-513-0812
<u>CONTRACTOR Operational Issues Contact</u>	<u>Name</u>	<u>Email</u>	<u>Phone</u>
Tommy Messersmith	Account Manager	tommy.messersmith@convergeone.com	913-744-3255
Lucas Smith	Vice President	lucas.smith@convergeone.com	913-744-3262
<u>CONTRACTOR Service/Technical Issues Contact</u>	<u>Name</u>	<u>Email</u>	<u>Phone</u>
Gayle Jones	Project Manager	gayle.jones@convergeone5.com	913-307-2373
Scheduling/After Hours	Scheduling / After Hours	scheduling@CONTRACTOR5.com	913-307-2330

Cisco SMARTnet Contracts

Ordinance No. 220668

August 10, 2022

Finance, Governance and Public Safety Committee

Cisco Technology - IT Ordinance 220668

- ▶ Relates to purchase of technology infrastructure
- ▶ SmartNet is essentially the warranty service and licensing which covers all the enterprise Cisco related infrastructure and software.
 - ▶ This includes over 500 servers (application hosting systems)
 - ▶ Network connectivity to and within over 150 City Facilities
 - ▶ Enterprise telephone systems, including the call centers (311 and water services)
 - ▶ Cybersecurity systems
- ▶ The City, Aviation, and KCPD had separate contracts before 2017 and OneIT
 - ▶ Replaces previously approved Ordinance 170497
 - ▶ Similar contracts with both suppliers
 - ▶ Similar financing terms
- ▶ Combining these contracts streamlines support and builds substantial cost efficiencies

Cisco Contracts - Procurement Ordinance 220668

- ▶ Approves solicitation waiver contracts - ConvergeOne and Key Government Finance
 - ▶ Authorizes five-year contract - ConvergeOne
 - ▶ Firm and fixed pricing
 - ▶ Deep discount with Cisco
 - ▶ \$1M+ annually for Cisco hardware, software and services
 - ▶ Authorizes five-year payment plan agreement - Key Government Finance
 - ▶ Firm and fixed pricing, zero percent interest
 - ▶ \$5.14 million total maintenance cost
 - ▶ \$3.09 million in savings
- ▶ CREO MWBE Goals Waived
 - ▶ Proprietary nature

Installment Payment Agreement Schedule Ordinance 220668

Payment No.	Payment Due Date	Installment Payment	Outstanding Amount
			\$5,141,086.70
1	9/15/2022	\$1,028,217.34	\$4,112,869.36
2	9/15/2023	\$1,028,217.34	\$3,084,652.02
3	9/15/2024	\$1,028,217.34	\$2,056,434.68
4	9/15/2025	\$1,028,217.34	\$1,028,217.34
5	9/15/2026	\$1,028,217.34	\$ 0.00

- Subject to annual appropriation in the GSD budget

Project Team

Ordinance 220668

- ▶ General Services Department
 - ▶ Keely Golden, Procurement Manager
 - ▶ David Evans, Chief Information Officer
- ▶ Finance Department
 - ▶ Kimberly Carter, City Treasurer
- ▶ ConvergeOne - Cisco Partner
- ▶ Key Government Finance - CISCO SMARTnet Financing Partner

QUESTIONS?



File #: 220609

ORDINANCE NO. 220609

Waiving Section 2-1105(e) of the City’s Code of Ordinances and authorizing an amendment to the Collective Bargaining Agreement with Local 500 of the American Federation of State, County and Municipal Employees, AFL- CIO, to provide for payment of a salary to certain designated representatives.

WHEREAS, Section 2-1105(e)(1)-(3) of the City’s Code of Ordinances provides that employees elected or selected to union offices shall be granted unpaid leave; and

WHEREAS, on April 28, 2022, by Ordinance No. 220382, the Council adopted the Collective Bargaining Agreement with Local 500 of the American Federation of State, County and Municipal Employees, AFL- CIO (Local 500 CBA) and authorized execution of the same; and

WHEREAS, Section 4 of Article XI of the Local 500 CBA is consistent with Section 2-1105 of the City’s Code, in that it also provides for unpaid leave for certain City employees; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Section 2-1105(e)(1)-(3) of the City’s Code of Ordinances is hereby waived.

Section 2. That an amendment to the Local 500 CBA is hereby authorized to provide for payment of a salary to the president and vice-president of the Local 500 of the American Federation of State, County and Municipal Employees, AFL- CIO, subject any necessary ratification of the amendment by the members of Local 500. A copy of the amendment is attached hereto.

..end

Approved as to form and legality:

Senior Associate City Attorney
Katherine Chandler

THERE
WAS
NO
FACT
SHEET
PROVIDED
FOR
ORDINANCE
220609

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	
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LEGISLATION IN BRIEF:

Waiving Section 2-1105(e) of the City's Code of Ordinances and authorizing an amendment to the Collective Bargaining Agreement with Local 500 of the American Federation of State, County and Municipal Employees, AFL- CIO, to provide for payment of a salary to certain designated representatives.

What is the purpose of this legislation? LEGISLATIVE

for the purpose of editing, repealing, or creating a provision in the city's code of ordinances; or for stating non-monetary support. This Fiscal note should be blank

Sections 01-04 should be blank. See section 00 for more information

Yes/No
 Yes/No
 Yes/No
 Yes/No

Section 00: Notes:

Using the 18 month lookback and including overtime, the yearly salary for the President under this agreement would be \$93,683 and Vice President \$87,154, which is a total increase of \$69,244.56 over current appropriations in the Sewer Fund for these 2 positions. Fiscal Year impact on these 2 positions in outer years is as determined by the Local 500 CBA. These 2 positions will need to be backfilled when on Union business, and will be an additional cost then what is noted below.

FINANCIAL IMPACT OF LEGISLATION

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

NET IMPACT ON OPERATIONAL BUDGET				-	-
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RESERVE STATUS:

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

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
8110	Sewer Fund	69,245						
TOTAL EXP		69,245	-	-	-	-	-	-

NET Per-YEAR IMPACT		(69,245)	-	-	-	-	-	-
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NET IMPACT (SIX YEARS)		(69,244.56)						
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REVIEWED BY James Sturdevant DATE 7/20/2022

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First Amendment to
Collective Bargaining Agreement
Between the City of Kansas City, Missouri and
Local 500 of the American Federation of State, County and Municipal Employees, AFL- CIO
April 25, 2021 through April 30, 2026

THIS AMENDMENT is made and entered into this . day of _____, 2022 between Kansas City, Missouri, (City) and Local 500 of the American Federation of State, County and Municipal Employees, AFL-CIO (Union), whereby the parties desire to amend the Collective Bargaining Agreement (Agreement) covering April 25, 2021 through April 30, 2026.

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this First Amendment, City and Contractor agree as follows:

Sec 1. Sections Amended. Sections 3 and 4 of Article XI of the Agreement are hereby deleted and the following new sections are inserted to replace the deleted sections:

Section 3. Paid Leave

(a) Funeral Leave/Bereavement Leave - Paid leave will be granted for a maximum of three (3) working days to all full-time employees due to the death of and/or to attend a funeral in the immediate family of the employee.

Immediate family is defined for the purpose of this Section, as husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother-in-law, grandfather-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step parents, step siblings, step-children of the employee, the employee's approved domestic partner, or the approved domestic partner's son or daughter.

If extended travel is required to attend the funeral, the employee may take up to two (2) additional working days and charge the time against accumulated vacation after advance notice to the City.

(b) Jury Duty - An employee may receive a special leave with pay when he or she is required to serve on a jury and the hours of jury duty conflict with the hours of City work. In addition, such employee may keep the County or State jury fee, however, Federal jury fees must be deposited with the City through the department director or designee. In case an employee serves on a jury during non-working hours or days, the employee is permitted to keep the jury fee, however, he or she must inform their supervisor of such jury service.

(c) Military Training Leave -All regular employees who are or may become active members of the National Guard, the Officers Reserve Corps or the Enlisted Reserve Corps of the United States Government shall be entitled to a leave of absence with pay from their respective duties, on all days during which they are employed with or without pay under the orders or authorization of competent authority on active training duty, duty with troops, field exercise, or instruction applicable with USSERAand/or State Statute.

(d) Union Business – One employee elected to the position of President and one employee elected to the position of Vice President of the Union shall be granted a paid leave of absence for duration of their tenure as President and Vice President upon one month's written notice to the City. Pay for such leave shall be calculated as follows:

(1) Beginning on the later of September 1, 2022 or the date of any necessary ratification by union members, the City shall pay the President compensation for paid leave based on an 18 month look back of monthly compensation received prior to the effective date of this agreement. Going forward, the President shall receive percentage increases to their compensation, which are equal to the percentage increases due to employees in the bargaining unit position they occupied as of the effective date of this agreement. The President shall not earn any overtime pay during the time they are on paid leave pursuant to this provision.

(2) Beginning on the later of September 1, 2022 or the date of any necessary ratification by union members September 1, 2022, the City shall pay the Vice President compensation for paid leave based on an 18 month look back of monthly compensation received prior to the effective date of this agreement. Going forward, the Vice President shall receive percentage increases to their compensation, which are equal to the percentage increases due to employees in the bargaining unit position they occupied as of the effective date of this agreement. The Vice President shall not earn any overtime pay during the time they are on paid leave pursuant to this provision.

Employees on such paid leave shall maintain previously acquired seniority and shall continue to accumulate seniority for up to one (1) year and retain seniority thereafter. At the conclusion of any individual's time serving as President or Vice President, said employee shall have the absolute right to return to their former regular City position or, if such position is no longer available, then they shall have the absolute right to return to a similar vacant City position of similar pay, as selected by the City. Upon return to said position, the employee shall have the same wages, benefits, seniority, and terms and conditions of employment as though the employee had continued in employment without paid leave (including any merit-based "step" increases or other pay increases, but not including any promotions to which they arguably would have achieved but for their time on paid leave).

All previously acquired benefits (for example, but without limitation, sick leave or vacation) shall be frozen for the duration of the leave. Upon return from the leave, such employee shall have the same rights as an employee promoted outside the unit who returns to the unit.

Any salary calculated and paid under this subsection (d) will not be considered base salary in calculating pension benefits. The parties will recommend to the City Pension Board that they develop a program that would allow employees on paid Union leave under this Section to either continue participation in the pension program or be allowed to make up contributions when they return to active City service.

The City reserves the right to initiate discipline against the President and/or Vice President in accordance with City policies and procedures. If the City recommends that the President or Vice President receive discipline in the form of suspension or termination, and a Pre-

Determination Hearing Officer upholds that recommendation, or the President or Vice President waive their right to a Pre-Determination hearing, payment of leave to the employee under this subsection shall cease for the length of the suspension, if suspended, or terminate permanently, if terminated. If said discipline is later overruled, then the individual shall be entitled backpay and reinstatement to the terms of this provision.

Section 4. Unpaid Leaves

(a) Reasonable Purpose - Leaves of absence for a limited period, not to exceed six (6) months, may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period.

(b) Union Business - Except as provided in Section 3 of this Article XI, employees elected to any full time Union Office or hired by the Union for full time work shall be granted an unpaid leave of absence upon one month's written notice to the City by the Union setting forth the nature of the position and the expected duration.

Employees on such leave shall maintain previously acquired seniority and shall continue to accumulate seniority for up to one (1) year and retain seniority thereafter. All previously acquired benefits (for example, but without limitation, sick leave or vacation) shall be frozen for the duration of the leave. Upon return from the leave, such employee shall have the same rights as an employee promoted outside the unit who returns to the unit.

Leaves shall be granted for definite periods, not in excess of two years, but shall be extended from year to year upon written request from the Union. Any return to the bargaining unit prior to the expiration of the term of the leave shall be at the discretion of the City.

The parties will recommend to the City Pension Board that they develop a program that would allow employees on Union leave under this Section to either continue participation in the pension program or be allowed to make up contributions when they return to active City service.

Two members of the Union selected by the Union to participate in short term Union activities shall be granted a leave of absence upon written request of the Union at least ten (10) working days before the leave is to start and not more than one employee from any division may be on leave at one time without the consent of the City.

Such leaves shall not exceed ten (10) working days without the consent of the City and no employee may have cumulative leaves under this provision of more than twenty (20) working days in any calendar year without the consent of the City.

(c) Parental Leave - In accordance with the paid parental leave policy, employees may take an additional six (6) weeks unpaid leave if the employee qualifies for Family Medical Leave (FML). In accordance with the paid parental leave policy, employees may take additional unpaid leave in accordance with the Family Medical Leave (FML) Policy.

(d) Educational Leaves

(1) A department head, with the approval of the Director of Human Resources, may grant a regular employee a leave of absence without pay for a period not to exceed one (1) year for travel or study. Such leave shall be granted only when it is in the best interest of the City and when it will not cause undue or unnecessary imbalances. No leave without pay shall be granted except upon written request by the employee and a guarantee by the employee that he or she will serve the City, upon his or her return from such leave, for a period of three times as long as that of the leave. No such leave shall be granted primarily in the interest of the employee except in the case of one who has shown by his or her record of service or by other evidence to be of more than average value to the City and whose services it is desirable to retain even at such sacrifice.

(2) Employees may also be granted leaves of absence for educational purposes--not to exceed one (1) month in any calendar year--to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.(3) In addition to allowing the above leave for educational purposes, employees may request financial assistance in accordance with applicable Administrative Regulations or City policies.

(e) Military Leave for Active Service - Any employee who enters into active service in the Armed Forces of the United States while in the service the Employer shall be granted a leave of absence for the period of military service

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. This First Amendment requires City Council authorization.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

UNION

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

By:

Reginald Silvers, President

Date: _____

KANSAS CITY, MISSOURI

By:

Date: _____

Brian Platt, City Manager



File #: 220643

RESOLUTION NO. 220643

Directing the City Manager to create a task force to address hate and bias crimes, including religiously motivated crimes.

WHEREAS, the 2022 Annual Report of the City's Civil Rights and Equal Opportunity department (CREO) found 91 bias crime incidents recorded by the Kansas City Police Department (KCPD) over 2020-21; and

WHEREAS, approximately 44% of these bias crime incidents involved a victim who was black; and

WHEREAS, approximately 44% of these bias crime incidents involved physical violence and 29% involved harassment; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

That the City Manager is directed to engage with stakeholders, including the Kansas City Human Rights Commission and the Kansas City Police Department, to create a task force to address hate and bias crimes, including religiously motivated crimes.

..end

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 #)		
Discussion (including relationship to other Council actions)	Applicants/ Proponents	City Department	Other
	Staff Recommendation		
Citywide Business Plan Goal	Board or Commission Recommendation		
	Future Impacts Cost of Legislation current Fiscal Year		
Citywide Business Plan Objective	Costs in Future Fiscal Years?		
	Annual Revenue Increase/Decrease		
Citywide Business Plan Strategy	Applicable Dates:		
	Prepared by:		
	Date Prepared:		
	Reviewed by:		
	Date Reviewed		
	Reference Numbers		

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	
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LEGISLATION IN BRIEF:

Directing the City Manager to create a task force to address hate and bias crimes, including religiously motivated crimes.

What is the purpose of this legislation?	LEGISLATIVE
-------------------------------------------------	-------------

for the purpose of editing, repealing, or creating a provision in the city's code of ordinances; or for stating non-monetary support. This Fiscal note should be blank

Sections 01-04 should be blank. See section 00 for more information

	<input type="text" value="NO"/>	Yes/No
	<input type="text" value="NO"/>	Yes/No
	<input type="text" value="NO"/>	Yes/No
	<input type="text" value="NO"/>	Yes/No

Section 00: Notes:

This legislation does not have any apparent fiscal impact.

FINANCIAL IMPACT OF LEGISLATION

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

FUND	DEPTID	ACCOUNT	PROJECT		FY 22-23 BUD	FY 23-24 EST

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

FUND	DEPTID	ACCOUNT	PROJECT		FY 22-23 BUD	FY 23-24 EST

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

FUND	DEPTID	ACCOUNT	PROJECT		FY 22-23 BUD	FY 23-24 EST

NET IMPACT ON OPERATIONAL BUDGET

	-	-
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RESERVE STATUS:

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

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
TOTAL EXP		-	-	-	-	-	-	-

NET Per-YEAR IMPACT	-	-	-	-	-	-	-
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NET IMPACT (SIX YEARS)	-
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REVIEWED BY

Robyn Cottin

DATE

8/1/2022



CIVIL RIGHTS
&
EQUAL OPPORTUNITY
DEPARTMENT

BIAS REPORT

CRIMES

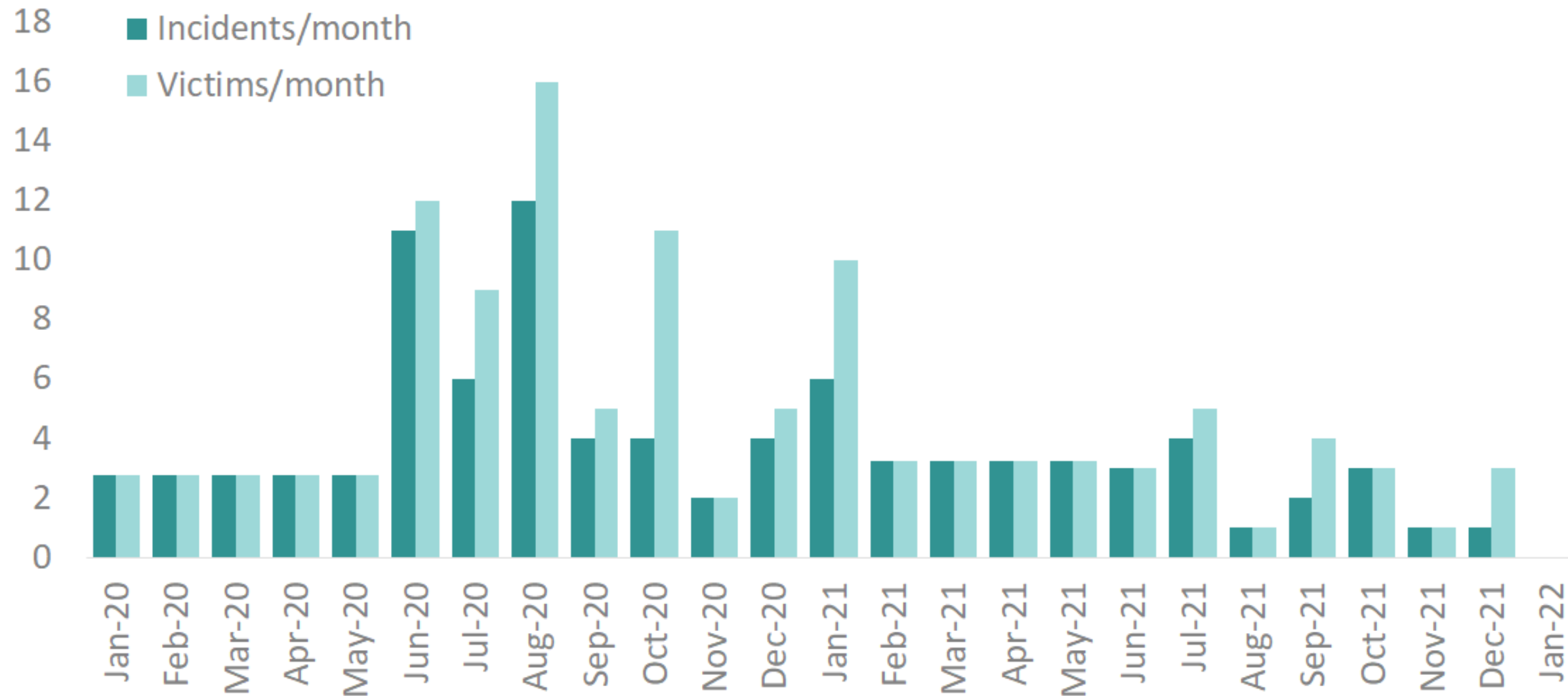
ANDREA C. DORCH, JD, CPM
DIRECTOR

AUGUST 3, 2022

BIAS CRIMES AND VICTIMS PER MONTH

There were 91 bias crime incidents recorded by KCPD from January 2020 through January 2022, averaging out to 3.6 per month.

June to August 2020 saw a spike in incidents.

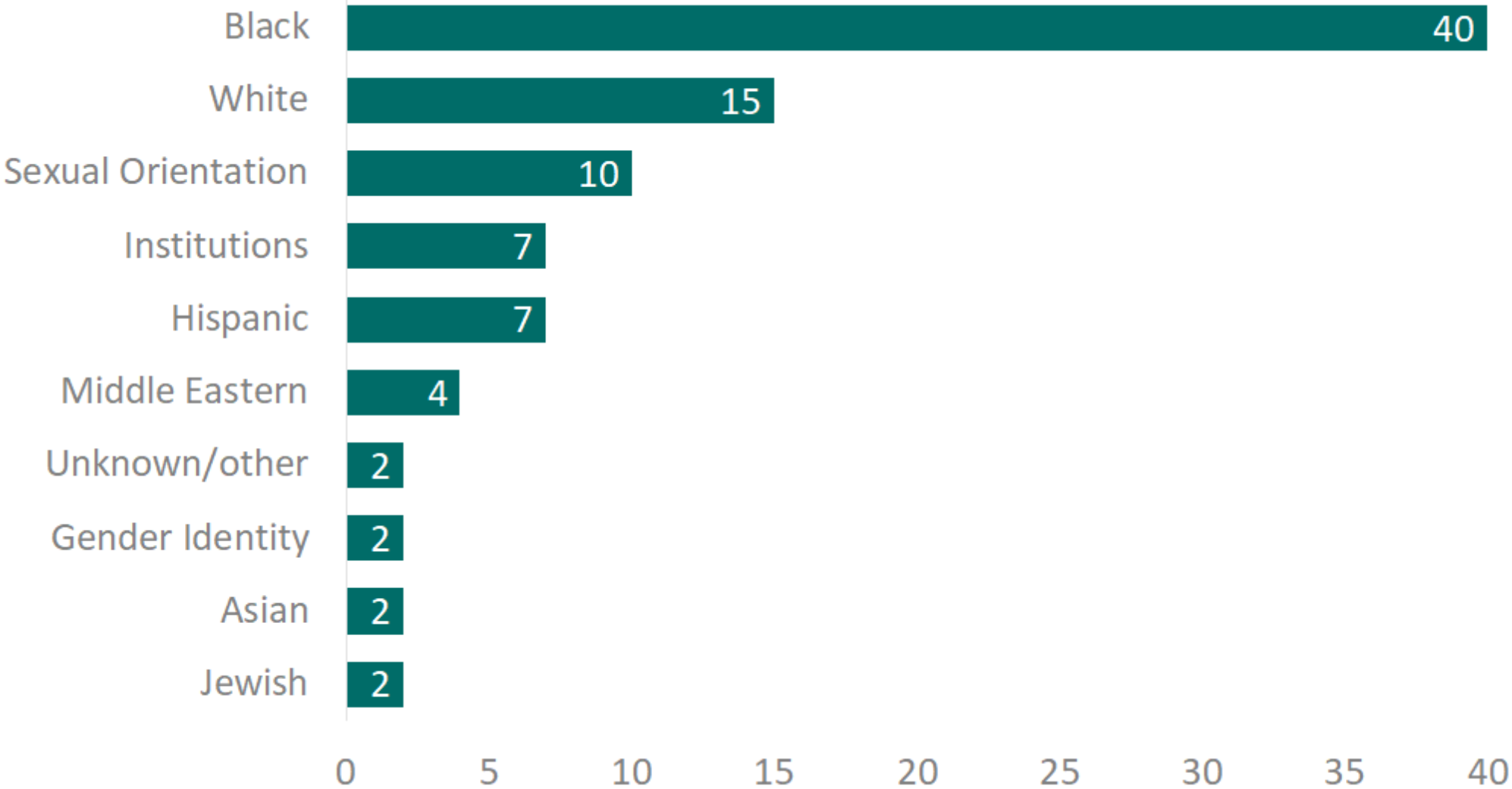


NOTE: JANUARY-MAY 2020 AND FEBRUARY-MAY 2021 ARE AVERAGES FOR THOSE TIME PERIODS BECAUSE INDIVIDUAL MONTHLY REPORTS WERE NOT AVAILABLE FOR THESE MONTHS.



BIAS CRIME INCIDENTS BY IDENTITY

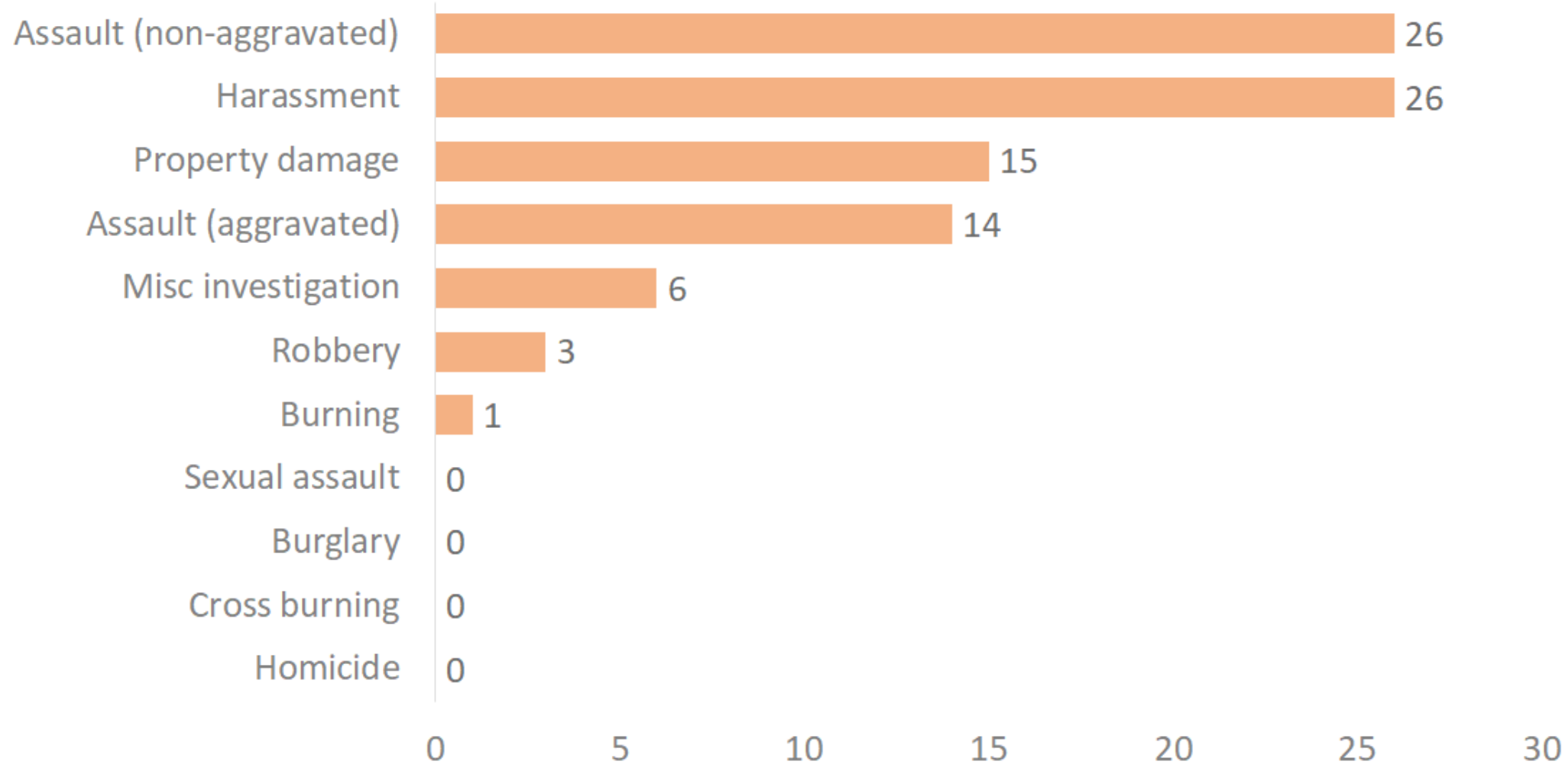
Nearly half (44%) of the bias crime incidents involved a victim who was Black. On average, there were 1.6 bias crime incidents per month.



BIAS CRIMES BY TYPE OF CRIME

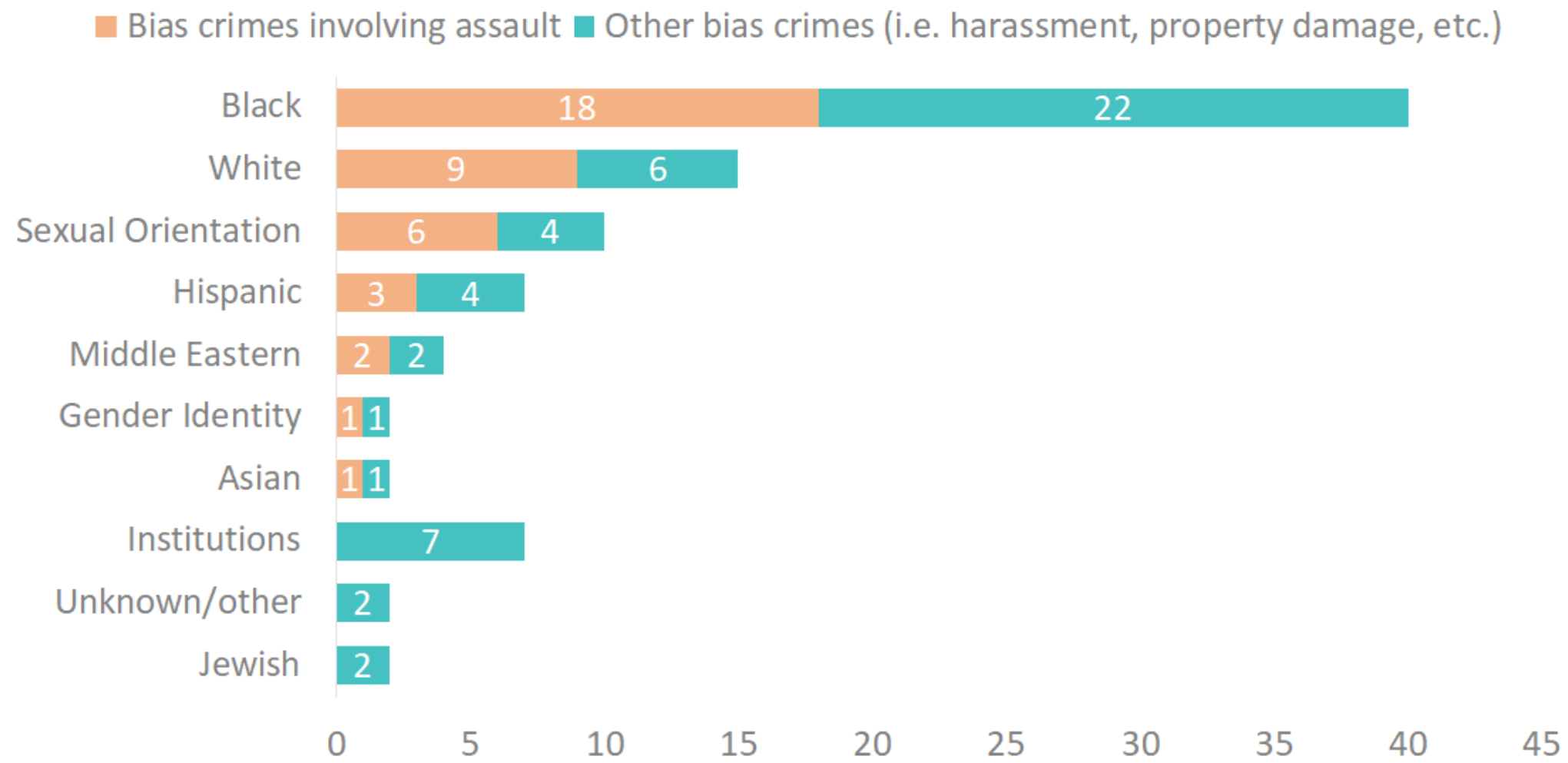
Nearly half (44%) of the bias crime incidents involved physical violence against the victim (non-aggravated and aggravated assault).

Over one-quarter (29%) involved harassment.



BIAS CRIMES BY VICTIM IDENTITY (WITH AND WITHOUT ASSAULT)

Bias crimes involving assault accounted for almost 80% of all bias crimes reported to KCPD officers.





Questions