



Agenda

Finance, Governance and Public Safety Committee

Chairperson Andrea Bough

Vice Chair Quinton Lucas

Councilmember Crispin Rea

Councilmember Darrell Curls

Councilmember Wes Rogers

Tuesday, June 11, 2024

10:30 AM

26th Floor, Council Chamber

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

PUBLIC OBSERVANCE OF MEETINGS

Members of the City Council may attend this meeting via video conference.

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 video conference platform ZOOM, using this link:

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

***** PUBLIC TESTIMONY LIMITED TO TWO MINUTES *****

Director of General Services

[240481](#)

Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to exceed the \$1,000,000.00 contract threshold for existing sole source contract No. EV2765 with Conrad Fire Equipment, Inc. to provide specialized fire services and supplies; and authorizing the Manager of Procurement Services to amend and extend the contract.

Attachments: [EV2765 Pierce Mechanical Parts](#)
[Ordinance - Conrad Fire contract 05292024](#)
[Docket Memo - Conrad Fire contract](#)

[240482](#) Sponsor: Director of Law Department

Approving and authorizing settlement of a lawsuit entitled P.M. Williams v. City of Kansas City, Missouri, Case No. 2016-CV12544, in the amount of \$1,500,000.00.

Attachments: [docket memo-williams](#)

Director of Neighborhoods

[240494](#) Sponsor: Director of Neighborhood Services Department

Accepting a \$150,000.00 Transitional Grant from the Ewing Marion Kauffman Foundation to provide continuity and support toward the operating expenses of the Kansas City BizCare office; estimating revenue and appropriating the amount of \$150,000.00 in the General Grants Fund; establishing requisitioning authority; and recognizing an accelerated effective date.

Attachments: [202402-14732 City of Kansas City Missouri Grant Agreement.docx](#)
[Approp--Admin--](#)
[ORDINANCE accepting Kauffman grant to BizCare](#)
[Docket Memo 0.1.3 Kauffman Transitional Grant 2024](#)

Lucas

[240495](#) Sponsor: Mayor Quinton Lucas

RESOLUTION - Consenting to the appointment of Mario Vasquez as a member and Dan Fowler as an alternate member to the Kansas City Tax Increment Financing Commissions.

Attachments: [No Docket Memo provided for resolution 240495](#)

Patterson Hazley, Duncan and Lucas

[240497](#) Sponsor: Councilmember Melissa Patterson Hazley and Mayor Quinton Lucas

RESOLUTION - Expressing the City Council's support for the City's grant application for the Environmental and Climate Justice Community Change Grants Program through the United States Environmental Protection Agency (EPA); and directing the City manager to submit the grant application to the EPA.

Attachments: [No docket Memo for 240497](#)

Parks-Shaw, Lucas and Curls

[240499](#) Sponsor: Mayor Pro Tem Ryana Parks-Shaw and Mayor Quinton Lucas

Authorizing the City Manager to enter into a Tax Redirection Agreement with Starlight Theater Association of Kansas City, Inc., for the City to contribute certain revenues from City taxes generated by the Starlight Improvement Project to cover a portion of the costs required to make improvements to the existing Starlight Theater at Swope Parkway and 63rd Street.

Attachments: [240499 Docket Memo](#)

O'Neill

[240500](#) Sponsor: Councilmember Kevin O'Neill

Directing the City Manager to implement a policy requiring all City employees with a City-provided mobile phone to include their City mobile phone number in their email signature line for use by the public and report back to the City Council 90 days after the adoption of this ordinance.

Attachments: [Docket memo 240500](#)

Rea

[240502](#) Sponsor: Councilperson Crispin Rea

Amending Chapter 38, Code of Ordinance, Civil Rights, by repealing and replacing Section 38-61, for the purpose of including an additional ordinance violation in that list of ordinance violations subject to certain reporting requirements and possible sentence enhancement; and directing the City Manager to engage the Kansas City Police Department to coordinate training regarding the hate offense enhancement penalty.

Attachments: [No Docket Memo 240502](#)

Robinson

[240503](#) Sponsor: Councilperson Melissa Robinson

Amending Chapter 38, Code of Ordinance, Civil Rights, by enacting a new Section 38-44, for the purpose of requiring all City department directors to submit a performance improvement plan to the Human Rights Commission; and directing the City Manager to develop and implement an administrative regulation to provide for the required form and content of such plans.

Attachments: [No Docket Memo 240503](#)

ITEMS REFERRED FROM SPECIAL COMMITTEE FOR LEGAL REVIEW

Lucas

[240401](#) Sponsor: Mayor Quinton Lucas

Directing the City Manager to review the City's relationship with the Mid-America Regional Council (MARC) and to explore the creation of a new and independent Kansas City Metropolitan Planning Organization (KCMO-MPO) for the purpose of overseeing the regional transportation planning and allocation of federal transportation funds within the boundaries of Kansas City.

Attachments: [No Docket Memo 240401](#)

Lucas

[240409](#) Sponsor: Mayor Quinton Lucas

Amending Chapter 70, Code of Ordinances, Traffic and Vehicles, by repealing and replacing Section 70-961, for the purpose of authorizing the City's automated camera enforcement system; directing the City Manager to issue a request for proposals to select a vendor for the automated camera enforcement system; and directing the City Manager to include certain requirements in the request for proposals.

Attachments: [Docket Memo 240409](#)

[240483](#) Sponsor: Director of Law Department

Authorizing the City Attorney to execute an \$80,000.00 contract amendment with Foulston Siefkin LLP to continue to provide representation on natural gas regulatory issues at the new Airport Terminal Operations before the Missouri Public Service Commission and advise on all natural gas procurement issues for a total contract amount of \$245,000.00; and authorizing the City Attorney to further amend the contract.

Attachments: [docket memo-foulston](#)

HELD IN COMMITTEE

ADDITIONAL BUSINESS

1. There may be a general discussion regarding current Finance, Governance, and Public Safety issues
2. Those who wish to comment on proposed ordinances can email written testimony to public.testimony@kcmo.org. Comments received will be distributed to the committee and added to the public record by the clerk
3. The city provides several ways for residents to watch City Council meetings

- Live Stream on the city's website at www.kcmo.gov
- Live Stream on the city's YouTube channel at <https://www.youtube.com/watch?v=3hOublg4fok>
- Watch Channel 2 on your cable system.

The channel is available through Time Warner Cable (channel 2 or 98.2),

AT&T U-verse (channel 99 then select Kansas City) and Google Fiber on Channel 142.

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

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

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 auditors.

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

Adjournment



File #: 240481

ORDINANCE NO. 240481

Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to exceed the \$1,000,000.00 contract threshold for existing sole source contract No. EV2765 with Conrad Fire Equipment, Inc. to provide specialized fire services and supplies; and authorizing the Manager of Procurement Services to amend and extend the contract.

WHEREAS, pursuant to Code of Ordinances Section 3-41(a)(2), department directors may enter into contracts involving goods, supplies, and procurement of materials in which the term does not exceed six years, or six one-year terms and consideration does not exceed \$1,000,000.00; and

WHEREAS, the City of Kansas City Fire Department was awarded a grant for \$1,677,279.29 in Federal funding (the "Grant"). As a condition of this Grant, the City is required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$167,727.93 for a total approved budget of \$1,845,007.22 (the "Project"); and

WHEREAS, the Fire Department accepted the \$1,677,279.29 Grant from the United States Department of Homeland Security Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Program in Ordinance No. 240203; and

WHEREAS, the Grant required a City match of \$167,727.93, or ten (10%) percent of the Federal contribution bringing the total sum of Federal and Non-federal funding to \$1,845,007.22; and

WHEREAS, pursuant to Code of Ordinances Section 3-41, the City Council must authorize contracts in excess of \$1,000,000.00; and

WHEREAS, pursuant to Section 3-43(a), Code of Ordinances, the City Council must authorize contracts in excess of six years; and

WHEREAS, the term of Contract EV2765 with Conrad Fire Equipment, Inc. will be extended for six (6) one-year terms if the City Council approves the Ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is authorized to exceed the \$1,000,000.00 contract authorization threshold in Code of Ordinances Section 3-41(a)(2) for existing sole source term and supply contract No. EV2765 with Conrad Fire Equipment, Inc. to purchase specialized fire services and supplies and to purchase various appliance nozzles related to an awarded FEMA Grant.

Section 2. That the Manager of Procurement Services is authorized to execute contract amendments and extend the sole source contract for up to six (6) one-year renewal terms without additional Council authorization.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form:

Jim Brady
Assistant City Attorney

CITY OF FOUNTAINS
HEART OF THE NATIONKANSAS CITY
MISSOURI

General Services Department

Procurement Services Division

1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793(816) 513-1161
Fax: (816) 513-1156**TERM SUPPLY AND SERVICE CONTRACT**

The City of Kansas City, Missouri, by authority of the Manager of Procurement Services, does hereby accept, with modifications if any, the following bid:

SUPPLIER: Conrad Fire
(referred to hereafter as the "Supplier")

SUPPLIER NO.: 000000441

CONTRACT NO.: EV2765

EFFECTIVE DATES: From 05-01-20 to 04-30-21

DESCRIPTION: Sole Brand Pierce Brand Mechanical Parts And Components

A copy of the Supplier's information is attached; and items not awarded, if any, have been deleted. This bid with **INSTRUCTIONS AND CONDITIONS** and any **ADDENDA** is attached hereto and hereby made a part of this Contract.

No financial obligation shall accrue against the City until the Supplier shall make delivery pursuant to order of the Manager of Procurement Services, and unless such order bears the written statement of the Director of Finance that there is a balance otherwise unencumbered to the credit of the appropriation to which the same 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 obligations thereby incurred.

Supplier shall submit a performance bond to the City of Kansas City, Missouri with good and sufficient sureties in the sum of ---NONE REQUIRED--- for the faithful performance of this Contract. Bond shall be furnished within the time and in the manner prescribed in paragraph 18, Performance Bond Requirements, INSTRUCTIONS AND CONDITIONS.

The Manager of Procurement Services for the City of Kansas City, Missouri shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, said Manager shall at his option declare this Contract void, and for any loss or damage by reason of such breach, whether this Contract is annulled or not, said Supplier and the sureties on said bond shall be liable.

The Contract incorporates the following:

BID NUMBER: EV2765 **NO. OF PAGES:** 1 THRU 14
CLOSING DATE: 04-30-20 **APPENDICES NO.:** N/A
ATTACHMENT: INSTRUCTIONS AND CONDITIONS, PAGES A-1 thru A-7

Prepared By: Carla Hardin

DocuSigned by:

carla hardin

ACB3A62A0139427...

Procurement Officer

Approved By: Keely Golden, CPPO

DocuSigned by:

Keely Golden

DA4266F30A55473...

Procurement Manager

This Day of 6/11/2020



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1156

BID NO.: EV2765

BID ISSUED: 04/29/2020

BID CLOSES: 04/30/2020, at 1:00 P.M.

REQUEST FOR QUOTE

PIERCE BRAND MECHANICAL PARTS AND COMPENENTS

BID DUE: 04//30/2020 AT 1:00 PM CDT

**Carla Hardin
Procurement Officer
City of Kansas City, Missouri
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, MO 64106-2793
Telephone Number: (816) 513-00796
E-mail: carla.hardin@kcmo.org**

- **READ CAREFULLY THE ATTACHED INSTRUCTIONS AND CONDITIONS, PAGES A-1 TO A-7.**
- **Bid is subject to all conditions listed on this form and any attachments.**
- **Bid must be on this form 1215-035C.**
- **Each Bid must be returned signed and sealed in a separate envelope with the bid number, bid closing date and hour shown on the face of the envelope. Multiple copies, when requested, may be packaged together and should be marked Original and Copy #1, etc.**



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STANDARD INSTRUCTIONS AND CONDITIONS

PIERCE BRAND MECHANICAL PARTS AND COMPENENTS

1. INTENT

The intent and purpose of the City of Kansas City, Missouri, is to solicit sole brand pricing for Pierce Brand Mechanical Parts and Components. This is a Twelve (12) Month Term and Supply Contract with five (5) Renewal Options.

2. AWARD

Award will be made in the best interest of the City of Kansas City, to the lowest and best responsive and responsible Bidder.

3. RENEWAL OPTIONS

3.1 The period of performance under the contract is for one (1) year at fixed and firm prices with a unilateral contractual right on the part of the City to extend this price for an additional five (5) one-year periods.

3.2 The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.

3.3 The option year prices will be determined by the Buyer by negotiation with the Supplier. **(Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)**

4. ORDERING AND SHIPPING INSTRUCTIONS AND LIMITATIONS

4.1 Products/services needed by the City will usually be ordered against a blanket purchase order issued by the Procurement Services Division. The purchase order will be for a stated dollar amount and will terminate at time shown on purchase order or expiration of contract, whichever is earlier. Purchase orders for specific items and quantities may also be issued against this contract.

4.2 The City department named in the "Ship to Address" on the purchase order is required to provide the Supplier with the names of persons authorized to place orders against the contract. Personnel picking up merchandise must show official identity card of the City of



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Kansas City, Missouri, and provide the purchase order number to the Supplier at the time of pick up.

- 4.3 Any material still on back order thirty (30) days beyond the expiration of the contract or the order date will be considered cancelled and any subsequent deliveries will be refused.

5. TAX CLEARANCE FOR CITY

Prior to the City making the first payment under any contract or contract renewal term, Supplier must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission. Bidders may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. <http://www.kcmo.org>

6. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's Certificate of Good Standing from the Missouri Secretary of State's website. www.sos.mo.gov

7. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's valid business license. Bidders may obtain this business license from the City's Revenue Division/Business License section at <http://www.kcmo.org> or (816) 513-1135.

8. EMPLOYEE ELIGIBILITY VERIFICATION

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY and included in this IFB, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.



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9. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

- (a) *Prohibition.* No elected official, or employee of the city serving in an executive or administrative capacity, shall perform any service for any monetary or in-kind compensation during one year after termination of his or her office or employment by which performance he or she attempts to directly *influence* a decision of the city or any department or agency thereof.
- (b) *Exception.* This section shall not be construed to prevent any person from:
- (1) Performing such service and receiving compensation therefor in an adversary proceeding having a record or right of appeal or in the preparation or filing of any public document;
 - (2) Submitting any bid and participating in any contract from a successful bid with the city for any goods or services which will be awarded to the lowest and best bidder; or
 - (3) If an employee of the city in an executive or administrative capacity, discussing issues or projects, informing about issues or projects, providing an opinion, or making a recommendation on issues, projects or policy, related to duties as a full-time employee of an agency contracting with the city to provide services that furthers the work of the city, and is specifically approved by the city council.

10. SUPPLIER PRICING GUARANTEE

The contracting Supplier guarantees that as a certified Supplier of the City, and by entering into this agreement, agrees not to sell to any other governmental agency at lower prices than specified in this contract. If lower prices are offered to other governmental agencies for the same product or service, then those same lower prices will be offered to the City and the contract modified to reflect the lower price change.

11. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

(a) Buy American Preference

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) Buy Missouri Preference



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It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Bidder's responsibility to claim these preferences.

12. NON-PERFORMANCE OPTION TO TERMINATE

The City reserves the right to terminate the contract for non-performance if service is deemed unacceptable or not in accordance with the listed specifications. The date of termination shall be stated in written notice to the Supplier. The City shall be the sole judge of non-performance under the contract.

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

13. CONTRACT EXTENSION

This contract may be extended by the City at its sole option under the same terms and conditions despite the expiration of the original contract or any option to renew as long as the contract has not been expired for more than ninety (90) days.

14. CERTIFICATE OF INSURANCE

The successful Bidder is required to furnish evidence of the following insurance in accordance with paragraphs 58G to 58I, INSTRUCTIONS AND CONDITIONS. Satisfactory evidence of insurance will be required by completion of a Certificate of Insurance or by other means outlined in Paragraph 58 G through I. Certificates must be provided within twenty-one (21) calendar days after receipt of a request for an insurance certificate. Work may not commence until the Certificate of Insurance showing evidence of contractual liability is received. Failure to provide the Certificate in a timely manner may be grounds for disqualification of a bid or default of a contract. Payment of invoices will be withheld until the Certificate is approved.

14.1 The City's Certificate of Insurance form has all City required language included. An insurance agent must indicate coverage and complete and sign the form. The coverage requirements are as follows:

General Liability:
 \$1,000,000 Combined Single Limit per Occurrence, and
 \$2,000,000 aggregate per Occurrence



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Automobile Liability:
\$1,000,000 Combined Single Limit per Occurrence

14.2 Workers' Compensation and Employer's Liability shall meet statutory requirements.
If other non-standard City form for insurance certification is utilized, it must:

Name the City of Kansas City, Missouri as the certificate holder;
Name the City of Kansas City, Missouri as an additional insured; and
Provide cancellation notification to the City thirty (30) days before cancellation.
Standard cancellation clauses must have the wording "endeavor to" or "try to" deleted.
Any reference absent of obligation for failure to notify certificate holder must be deleted.

14.3 Please refer to the front of this document for the name of the Buyer and the Bid Number. This information must be included on your Insurance Certificate and/or Bid/Performance Bond.

15. GREEN, ECO-FRIENDLY, SUSTAINABLE INITIATIVES

It is the desire of the City of Kansas City, Missouri to purchase and use as much "green, eco-friendly, sustainable" product as possible. From a "Lifestyle" perspective, this could include: Product Content, Pre-Manufacture, Manufacture, Product Design, Packaging and Distribution, Use/Re-use and Maintenance, and Waste Management.

The City recognizes EnergyStar, GreenSeal, and UL Environmental among others.

16. EMERGENCIES

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, Supplier shall provide special services to the City including Supplier shall open Supplier's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) Supplier shall not charge City any fee for opening facilities during an emergency or for extending Supplier's hours of operation during a disaster. City shall pay Supplier the agreed upon contract prices for all purchases made by City during the disaster and Supplier shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- (d) Supplier shall quickly mobilize Supplier's internal and external resources to assist City when a disaster unfolds.



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- (e) Extended hours and personnel. During disasters, Supplier's facilities shall stay open 24 hours if requested by the City. Supplier shall utilize additional Supplier personnel to take City orders if necessary. Supplier's Call Center shall accept phone orders 24 hours a day.
- (f) Supplier shall have contingency plans with Supplier's suppliers to provide additional supplies and equipment quickly to City as needed.
- (g) Supplier shall cooperate with City to properly document any and all expenses incurred by City with Supplier and Supplier shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

17. QUESTIONS AND ANSWERS

For further information or clarification, any and all questions must be submitted in writing via e-mail or faxed as follows to:

Carla Hardin
Procurement Officer

FAX: (816) 513-1156
E-mail: carla.hardin@kcmo.org



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BID NO.: **EV2765**

BID ISSUED: **04/29/2020**

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SPECIAL INSTRUCTIONS AND CONDITIONS

1. PRICING AND PAYMENT

- 1.1 Prices are to be firm and fixed for the period of the contract.
- 1.2 Prices will be as quoted on items listed on the **Pricing** page(s).
- 1.3 The City is under no obligation to pay invoices in excess of the purchase order limitations. Departmental personnel do not have the authority to order in excess of the purchase order amount. The Supplier will not sell to any department in excess of the purchase order amount.

2. MATERIAL SPECIFICATIONS

All material used will be new. **No** salvaged material is to be used for this Contract.



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PRICING

WE HAVE READ ALL INSTRUCTIONS & CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS, AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:

NIGP CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
		<p>PIERCE PARTS AND COMPONENTS</p> <p>PARTS DISCOUNT</p> <p>LABOR RATE (Regular)</p> <p>** After Hours 1.50 times regular labor rate **</p> <p>** Holiday Hours 2.00 times regular labor rate **</p> <p>PLEASE ATTACHED ADDITIONAL PRICING WITH QUOTE</p>				<p><u>10%</u></p> <p><u>\$105.25</u></p>



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SUPPLIER INFORMATION

1. OTHER ITEM DISCOUNTS

Please state the City contract discount from the Manufacturer's Current Price List.

10% OFF MFG LIST PRICE

Percentage Discount: 10 %

2. HOURS OF OPERATION AND LOCATION

Monday through Friday 8:00 a.m. to 17:00 p.m.

Holidays and Weekends 24-HR on call a.m. to 24-HR on call p.m.

Contact Name Trey Johnson

Telephone Number 913-780-5521

Cell Phone Number 913-403-6168

Address of Service Location(s) 887 N. Jan-Mar Court

Olathe, KS 66061

3. DELIVERY SERVICES

Indicate advance notice required prior to delivery: 1 Hours

State normal delivery schedule: Monday through Friday 8:00 a.m. to 5:00 p.m.

State minimum order value to qualify for free delivery: \$ 100.00

State cost of delivery if less than minimum order value: \$ 50.00

**CITY OF KANSAS CITY, MISSOURI**

Procurement Services Division
 1st Floor, Room 102 W, City Hall
 414 East 12th Street
 Kansas City, Missouri 64106-2793
 (816) 513-1161 FAX (816) 513-1156

BID NO.: EV2765**BID ISSUED:** 04/29/2020**BID CLOSES:** 04/30/2020, at 1:00 P.M.**ADDITIONAL INFORMATION****1. CONTRACT PERIOD**

The contract period shall be from May 1, 2020 through April 30, 2021.

2. RENEWAL OPTIONS

	OPTION YEAR	DATE RANGE OF RENEWALS	PRICES BID TO REMAIN FIRM & FIXED PRICING?	
			YES	NO
2.1	One	May 1, 2021 through April 30, 2022	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2	Two	May 1, 2022 through April 30, 2023	<input type="checkbox"/>	<input type="checkbox"/>
2.3	Three	May 1, 2023 through April 30, 2024	<input type="checkbox"/>	<input type="checkbox"/>
2.4	Four	May 1, 2024 through April 30, 2025	<input type="checkbox"/>	<input type="checkbox"/>
2.5	Five	May 1, 2025 through April 30, 2026	<input type="checkbox"/>	<input type="checkbox"/>

3. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

YES NO



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1156

BID NO.: EV2765

BID ISSUED: 04/29/2020

BID CLOSES: 04/30/2020, at 1:00 P.M.

4. AUTHORIZED SIGNATURE

By submission of the IFB, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this bid have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the bid and to execute any resulting contract awarded as the result of, or on the basis of, the bid;
- Bidder will not withdraw the bid for ninety (90) days;
- By the below signature, I hereby certify that I have both the legal authority from my company and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: Joe Schultz

Signature: [Handwritten Signature]

Title: Vice President - Service

Company Name: Conrad Fire Equipment

Address: 887 N Jan-Mar Court

City, State, Zip: Olathe, KS 66061

Telephone Number: 913-780-5521

Fax Number: 913-780-5251

E-mail Address: joes@conradfire.com

E-mail Address for Purchase Orders: patrickk@conradfire.com, JTK@conradfire.com

Date: 4/29/20



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1156

BID NO.: EV2765

BID ISSUED: 04/29/2020

BID CLOSES: 04/30/2020, at 1:00 P.M.


I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.



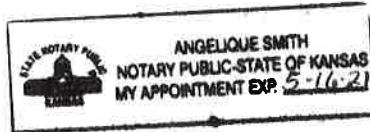
Affiant's signature

Subscribed and sworn to before me this 29th day of April, 2020.



Notary Public

My Commission expires: 5-16-2021





CITY OF KANSAS CITY MISSOURI
Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2790

**INSTRUCTIONS AND CONDITIONS
 FOR INVITATIONS FOR BID AND REQUEST FOR QUOTATIONS**

1. **SUPPLIER APPLICATION.** In order to qualify as a prospective supplier, all bidders shall complete and return to the City of Kansas City, Missouri, referred to hereafter in these INSTRUCTIONS AND CONDITIONS, as the City, prior to bid opening, a SUPPLIER APPLICATION. This form provides basic information concerning the company and the items it can provide. It is also the document used to establish supplier information in the automated supplier file. The City reserves the right to disqualify any bidder who fails or refuses to provide the application.
2. **PREPARATION OF BIDS.**
 - A. Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at the bidder's risk.
 - B. Bidders shall furnish information required by the solicitation in the form requested. The Buyer reserves the right to reject any or all with incomplete information or which are presented in a different form. The original Invitation for Bid in its entirety will be considered as fully applicable to the bid response regardless of the form used unless specifically excepted by the bidder. In the latter case, the bid may be considered nonresponsive to the Invitation for Bid.
 - C. Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit price, except when the bidder clearly indicates that the total price for all items bid is based on consideration of being awarded the entire lot and that an adjustment of the total price is being made in consideration of receiving the entire bid.
 - D. If the item has a trade name, brand and/or a catalog number, such shall be stated in the bid. If the supplier proposed to furnish an item of a different manufacturer or supplier other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the article furnished is that designated, even though the bid may state or equal."
 - E. Time of proposed delivery shall be stated in definite terms; if stated in a number of days, it shall include Saturdays, Sundays and holidays.
 - F. Samples, when required, shall be furnished prior to the closing date or within time specified in bid. Buyer reserves the right to reject bids submitted without required samples.
3. **ALTERNATE BIDS.** Alternate bids may be submitted and, if deemed advantageous to the City, they may be evaluated and considered. The City is under no obligation to consider or accept an alternate bid and reserves the right to reject any and all such bids. Alternate bids may be made in addition to responding to the terms and conditions of the solicitation or as the only response to the solicitation.
4. **SIGNATURE.** Bidder shall sign the INVITATION FOR BID or the REQUEST FOR QUOTATION, hereafter referred to as bid or solicitation, on first page and on all continuation pages in the proper section and shall enter their title and the date. Erasures or other changes must be initialed by person signing the bid. Signature shall be an original and that of an agent authorized to sign as designated in SUPPLIER APPLICATION, however, other evidence of authority to sign may be provided with the bid.
5. **SUBMISSION OF BID.** Bids and modification thereof shall be returned in a sealed envelope addressed to office specified in bid. The bid number and bid closing date and hour shall be shown on the face of the envelope. Facsimile telegraph and telephone bids will not be considered unless authorized by the bid or the Buyer and must be confirmed in writing. Bids may be modified by facsimile or telegraphic notice, provided such notice is delivered into the hands of the bidding office prior to the bid closing date and hours. Subsequent written confirmation is required. Telephone modifications will not be considered unless authorized by the bid or Buyer and subsequently confirmed in writing. If bid is delivered in person, it is the bidders' responsibility that the bid is time stamped and deposited in the bid box maintained by the Procurement Services Division prior to the bid closing date and hour.
6. **OCCUPATIONAL LICENSE.** All suppliers located in Kansas City, Missouri, must have a valid occupational license for sale of goods or services. Suppliers located outside Kansas City, Missouri, must have an occupational license if services are performed in Kansas City, Missouri. A valid license is required as a condition of all contracts. Contracts will not be considered fully executed until the license is obtained. Failure to obtain the necessary license and to maintain it on a current basis are grounds to disqualify bids and to cancel existing contracts.
7. **EARNINGS AND OTHER TAXES.**
 - A. All suppliers located in Kansas City, Missouri, are required to have a valid earnings tax file number and to pay earnings taxes on wages. Suppliers located outside Kansas City, Missouri, must have a valid earnings tax file number and pay earnings taxes if services are performed in Kansas City, Missouri. Obtaining a file number and payment of taxes are required as a condition of all contracts. Failure to obtain a file number and to pay earnings taxes on a current basis are grounds to disqualify bids and to cancel existing contracts.
 - B. All suppliers located in Kansas City, Missouri, must have all required licenses and permits and pay all fees and taxes that are required by the City. Suppliers located outside Kansas City, Missouri, must, when applicable, have all required licenses and permits and pay all fees and taxes required by the City from nonresident suppliers. Failure to comply with the foregoing is grounds to disqualify bids and to cancel existing contracts.
8. **EXPIRATION OF BID.** All bids shall be considered as firm for a period of forty-five (45) calendar days, commencing the day following the date of the bid closing and expiring at midnight of the last day, unless otherwise stated in the body of the bid by the Buyer. The bidder may state a date his bid expires, provided the date is specific and is entered on the first page of the bid.
9. **MODIFICATION OR WITHDRAWAL OF BIDS.**
 - A. Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person or by a bidder or his authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted (however see paragraph 10).
 - B. If this solicitation is negotiated, bids may be modified (subject to paragraph 10 when applicable) or withdrawn by written or telegraphic notice received at any time prior to award. Bids may be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid prior to award.

10. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS.

A. Bids and modifications of bids (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless: (1) they are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the City that the late receipt was due to delay in the mails for which the bidder was not responsible; or (3) if submitted by mail (or telegram facsimile if authorized) it is determined by the City that the late receipt was due solely to mishandling by the City after receipt; provided that the timely receipt is established upon examination of an appropriate date or time stamp (if any) or of other documentary evidence of receipt (if readily available) within the control of the City or of the Post Office serving it. However, a modification of a successful bid which makes the terms of the bid more favorable to the City will be considered at any time it is received and may thereafter be accepted.

B. The time of mailing of late bids submitted by registered or certified mail shall be deemed to be the last minute of The date shown in the postmark on the registered mail receipt of registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time.

11. MISTAKE IN BID.

A. If the bidder discovers a mistake in bid prior to the hours and date specified for receipt of bid, he may correct the mistake by modifying or withdrawing the bid in accordance with paragraphs 9 and 10 above.

B. If the apparent low and best bidder discovers a mistake in bid of a serious and significant nature which is unfavorable to him prior to the issuance of a purchase order or a contract, he may request consideration be given to modifying the bid if he remains the lowest bidder or to withdrawal of the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid opening. The decision of the Buyer is final as regards acceptance or rejection of request for correction of bids.

C. A MISTAKE IN BID CANNOT BE CONSIDERED ONCE A PURCHASE ORDER OR CONTRACT IS ISSUED.

12. NO BIDS AND FUTURE SOLICITATIONS. It is required that if a supplier does not desire to bid, the bid should be marked "NO BID" and returned in order to maintain the bidders name in supplier file for future solicitations. If a bidder fails to respond to four (4) successive bids without returning a "NO BID", the Buyer reserves the right to delete the bidder, or certain products listed as sold by the supplier, from the supplier file for future solicitations.

13. BID BOND REQUIREMENT. Bid bonds shall be provided when specified by the terms of the INVITATION FOR BID or the REQUEST FOR QUOTATION. The amount shall be that determined by the Procurement Services Manager, City of Kansas City, Missouri, referred to hereafter in these INSTRUCTIONS AND CONDITIONS as the Manager, to be reasonable and necessary to protect the best interest of the City. When required, the bid bond must accompany the bid. Failure to provide the bond prior to the bid opening will be cause for disqualification of the bid. The bond may be in the form of a surety bond, cashier's check, money order, or certified check drawn on a solvent bank. Such bond or deposit shall be forfeited to the City in case the bidder shall fail or refuse to execute the contract.

14. TRADE-IN. If the solicitation requests a price or value for one or more pieces of equipment to be traded in as a 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.

15. EVALUATION OF BIDS FOR MULTIPLE AWARDS. In addition to other factors, bids will be evaluated on the basis of advantages or disadvantages to the City that might result from making more than one award (multiple awards) to include total cost of ownership and administrative cost to the City for issuing and administering each contract and associated purchase orders awarded under this invitation. Administrative costs will be in a range for the class of procurement as established by the Manager. Individual awards will be for the items and/or services and combinations of items and/or services which result in the lowest aggregate price to the city, including such administration costs.

16. AWARD OF CONTRACT.

A. BIDS WILL BE ANALYZED AND THE AWARD MADE TO THE LOWEST AND BEST RESPONSIVE AND RESPONSIBLE BIDDER whose bid conforms to the solicitation and whose bid is considered to be most advantageous or best value to the City, price and other factors considered. The right to determine the foregoing is reserved to the Manager and is not subject to appeal. In the event equal bids are received, paragraph 20. MISSOURI AND OTHER PREFERENCE will apply. If the preference does not break the tie, then the award will be made by public drawing of lots by the Buyer.

B. The City reserves the right to reject any and all bids and all or part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and to select the bid(s) deemed most advantageous or best value to the City. The City shall consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such.

C. The City may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SOLICITATION, BIDS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED AND THE CITY RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY BID AT THE UNIT PRICES BID UNLESS THE BIDDER SPECIFIES OTHERWISE IN HIS BID.

D. UPON ACCEPTANCE BY THE CITY, THE SOLICITATION OR BID AND A PURCHASE ORDER ISSUED TO THE SUCCESSFUL BIDDER WITHIN THE TIME SPECIFIED, SHALL BE DEEMED TO RESULT IN A BINDING CONTRACT WITHOUT FURTHER ACTION BY EITHER PARTY. ITEMS ARE TO BE FURNISHED AS DESCRIBED IN THE BID AND IN STRICT CONFORMITY WITH ALL INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, AND DRAWINGS CONTAINED IN THE COMPLETE CONTRACT.

17. PURCHASE ORDERS. All goods and services will be ordered by means of a purchase order for which funds have been certified and encumbered by the Director of Finance. Goods and services will not be provided in excess of the amount of the purchase order. The City has no obligation to pay invoices in excess of the purchase order amount. Under emergency conditions, the Buyer in the Procurement Services Division may order goods or services and provide a purchase order number by telephone.

18. PERFORMANCE BOND REQUIREMENT. A performance bond shall be provided by the bidder receiving the award when specified by the terms of the bid. The amount shall be that determined by the Manager to be reasonable and necessary to protect the best interest of the City. "THE BOND MAY BE IN THE FORM OF A SURETY BOND, CASHIERS CHECK BANK OR U.S. POSTAL MONEY ORDER, OR A LETTER OF CREDIT ISSUED BY A BANK SUBJECT TO APPROVAL BY THE CITY OF KANSAS CITY, FINANCE DEPARTMENT." Such bond or deposit shall be forfeited to the City in case the bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract. The contract is not considered to be complete until the performance bond is submitted. Purchase orders may not be issued or invoices paid unless the required performance bond is on file. Unless specified otherwise in the bid, the bond must be furnished within twenty-one (21) calendar days after receipt of notification of intent to award the contract or receipt of a request for performance bond. The City has the right to disqualify an otherwise successful bid if the performance bond is not received within the time requested.

19. COMBINED ANNUAL BID AND PERFORMANCE BOND.

A. In lieu of submitting a bid deposit with each bid, a prospective supplier may file with the Manager a surety bond in a minimum amount as specified by the Manager issued by a company licensed to do business in Missouri as a surety, to remain in effect during the fiscal year (May 1 through April 30); such deposit, however, shall not fulfill the Bid Bond Requirements as specified in the solicitation unless such deposit is on file or will be filed prior to or at the time of the bid opening. Security in excess of the minimum surety bond may be requested in those instances where the surety bond is insufficient to meet the total security requirements of all bids outstanding.

B. In lieu of submitting a performance bond when required by the solicitation and the purchase order, a Contractor may file with the Manager a surety bond in a minimum amount as specified by the Manager issued by a surety company licensed to do business in Missouri as a surety, to remain in effect during the fiscal year (May 1 through April 30); such deposit, however, shall not fulfill the performance bond requirements as specified in the solicitation and purchase order, unless such deposit is on file or will be filed prior to the award of the contract. Security in excess of the minimum surety bond may be requested in those instances where the surety bond is insufficient to meet the total security requirements of all bids outstanding.

C. A single combined bond covering both bid and performance is required.

20. MISSOURI AND OTHER PREFERENCE.

A. By virtue of statutory authority, the Buyer shall give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality is equal or better and delivered price is the same or less. Within the State of Missouri, the same type of preference is given to firms located in the City, as versus other firms located in Missouri but outside the city limits.

B. The City has implemented the Missouri Domestic Procurement Act (Buy American), Sections 34.350 to 34.359 RSMO Supp. 1957, by adopting the following policy on the purchase of American goods. Preference will be given to the purchase or lease of products manufactured, assembled, or produced in the United States if the quality and price are comparable with other goods. Suppliers providing services and/or products under Term Supply and Services Contracts and leases will give preference to providing products manufactured, assembled, or produced in the United States if the quality and price are comparable with other goods.

21. TIME OF DELIVERY. Delivery is REQUIRED to be made in accordance with the schedule shown in the solicitation and purchase order. Bids offering delivery of each quantity within the applicable delivery period specified above will be evaluated equally as regards time of delivery. Bids offering delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable delivery period may, as determined by the Buyer, be considered nonresponsive and may be reflected. When a bidder offers an earlier delivery schedule than that called for in the bid, the City reserves the right to award either in accordance with the REQUIRE schedule or in accordance with the schedule offered by the bidder. If the bidder offers no other delivery schedule, the delivery schedule stated above shall apply.

22. 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 22A is applicable.

A. FOB DESTINATION, FREIGHT PREPAID BY SELLER. The seller pays and bears all freight charges.

B. FOB DESTINATION, FREIGHT PREPAID AND CHARGED BACK ON INVOICE. The seller pays the freight and charges the City by adding it to the invoice.

C. FOB DESTINATION, FREIGHT COLLECT. The City pays and bears the freight charges.

D. FOB DESTINATION, FREIGHT COLLECT AND ALLOWED ON INVOICE. The City pays the freight charges and deducts the amount from the seller's invoice.

23. QUALITY. Unless otherwise required by terms of the solicitation, all goods furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance service 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.

24. 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.

25. 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 BID ARE EQUAL OR IT MAY REQUEST SAMPLES AND PROOF THEREOF AND UNLESS APPROVED BEFORE SHIPMENT, CITY RESERVES THE RIGHT TO RETURN AT THE BIDDER'S EXPENSE ALL ITEMS THAT ARE NOT ACCEPTABLE AS EQUALS, SAID ITEMS TO BE REPLACED BY THE BIDDER WITH SATISFACTORY ITEMS AT THE ORIGINAL BID PRICE.

26. 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.

27. FREIGHT CHARGES ON DIRECT SHIPMENTS TO THE CITY. The price or prices mentioned in the bid and carded into this contract are made with reference to lawful freight charges in existence at the time of submission of bids, and said contract prices shall be increased or decreased, as the case may be, by any change in freight rates, provided that any claim for any additional freight must be presented to the City, within thirty (30) days after such advance in freight rates becomes effective. Reductions in freight will be deducted from the contract price. The clause applies to freight on shipments made directly and separately by the manufacturer to the City.

28. VARIATION IN QUANTITY. No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

29. DISCOUNTS.

A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating bids 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 bids.

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 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.

30. 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.

31. 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. Supplier will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

32. 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 supplier. The City has no obligation to accept damaged shipments and reserves the right to return at the suppliers expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

33. LATE SHIPMENTS. Supplier is responsible to notify the City department receiving the items and the 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.

34. 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.

35. CITY-FURNISHED PROPERTY.

A. The City shall deliver to the Contractor for use only in connection with this contract, the property described in the schedule or specifications (hereinafter referred to as "City-furnished property"), at the times and locations stated herein. If the City-furnished property, suitable for its intended use, is not so delivered to the Contractor, the Manager shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this contract pursuant paragraph 37, AMENDMENTS AND MODIFICATIONS.

B. Title to City-furnished property shall remain in the City. The Contractor shall maintain adequate property control records of City-furnished property in accordance with sound industrial practice.

C. Unless otherwise provided in this contract the Contractor, upon delivery to him of any City-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.

D. The Contractor shall, upon completion of this contract, prepare for shipment, deliver f.o.b. origin, or dispose of all City-furnished property not consumed in the performance of this contract or not theretofore delivered to the City, as may be directed or authorized by the Manager. The net proceeds of any such disposal shall be credited to the contract price or paid in such other manner as the Manager may direct.

36. LABORATORY AND OTHER TESTS. The City reserves the right to test all articles, commodities, supplies, materials and equipment, referred to hereafter as articles, delivered during the life of the proposed contract, at an independent laboratory, to be designated by the Manager. The laboratory test shall include each item of the specifications to determine whether the articles delivered are in conformity therewith. Tests shall be made on articles selected at random from deliveries made under the proposed contract or contracts. Where the result of such test shows that the articles delivered are not equal or do not conform with the specification, then the expense of making such test shall be paid by the Contractor (the bidder in this bid proposal). If the result of any additional test shall show that the articles delivered and tested conform to the specifications, then in such case the expense of making such test shall be paid by the City. The City further has the right to conduct tests using its own facilities and test methods when adequate facilities and procedures are available.

37. AMENDMENTS AND MODIFICATIONS. The Manager may at any time, by a written order, and without notice to the sureties, make a MODIFICATION to the contract or an amendment to the purchase order, within the general scope of this contract, in (1) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith; (2) method of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of the contract or amendment to the purchase order. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification; provided that the Manager, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes"; however, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed. Any other modifications and amendments made within the general scope of the contract will be by written mutual agreement.

38. DISPUTES.

A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Manager, who shall reduce this decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Manager shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Procurement Services Manager a written appeal addressed to the Director of General Services. The decision of the Director of Finance, or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, in connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Manager's decision.

B. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided for in paragraph A above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

39. TERMINATION FOR DEFAULT.

A. The City may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
- (2) if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after receipt of notice from the Buyer specifying such failure.

B. In the event the City terminates this contract in whole or in part as provided in paragraph A of this clause, the City may procure, upon such terms and such manner as the Buyer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

C. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

D. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of shall be the same as if notice of termination for convenience had been issued pursuant to such clause.

40. TERMINATION FOR CONVENIENCE. The Manager, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the City. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent, that this contract is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination.

41. EXAMINATION OF RECORDS.

A. If this contract exceeds \$2,500, the Contractor agrees that the City Auditor of the City, or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor, involving transactions related to this contract.

B. The Contractor agrees to include the clause in A in all his subcontracts hereunder, except purchase orders not exceeding \$2,500.

42. OFFICIALS NOT TO BENEFIT. No regular employee or elected or appointed member of the City government shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

43. CONFLICT OF INTEREST. No employee or member of the employee's immediate family, or elected or appointed member of City government may participate directly or indirectly in the procurement process if they:

A. Have a financial interest or other personal interest which is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment, or action in the performance of their official duties.

B. Are negotiating or have an arrangement concerning prospective employment. The bidder warrants to the best of their knowledge that no such conflict of interest exists. In the event such a conflict occurs, the bidder is required to report it immediately to the Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or at its discretion.

44. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or at its discretion, to deduct from contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. This section shall not prevent an attorney from representing a client in any dispute respecting a contract nor shall it prevent an attorney or an accountant from entering into contract negotiation with the City on behalf of a client.

45. GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES. It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of a pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor.

46. KICKBACKS ILLEGAL IN SUBCONTRACTING. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of or solicited from a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract to a contract of the City. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

47. CONTEMPORANEOUS EMPLOYMENT PROHIBITED. The Contractor warrants and agrees that no employee or elected or appointed member of City government who is participating directly or indirectly in the procurement process is or will become as a result of this contract an employee of the Contractor. For breach or violation of the warranty, the City shall have the right to annul this contract without liability or at its discretion.

48. RECOVERY OF VALUE. The value of anything transferred or received in breach of ethical standards contained in paragraphs 42,43,44,45,46, and 47 of these INSTRUCTIONS AND CONDITIONS by a bidder, Contractor, City employee, elected and appointed City officials, or a non-employee may be recovered from parties involved.

49. CONFIDENTIAL INFORMATION. Any information deemed confidential or proprietary must be clearly marked by the bidder or Contractor as such. It will be protected and treated with confidentiality to the extent permitted by state statutes concerning public information. Any data to be returned must be so marked and will be returned if not essential to the bid or contract record. It is unlawful for an employee, former employee or elected or appointed City official to use confidential information for actual or anticipated personal gain or the anticipated personal gain of another person.

50. **DEBARMENT OR SUSPENSION.** After reasonable notice to the person or business involved and reasonable opportunity for that person or business to be heard, the Director of Finance, after consulting with the City Attorney, is authorized to debar the person or business or cause from consideration for award of contracts. The debarment shall be for a period of not more than three (3) years. After consultation with the City Attorney, the Director of Finance is authorized to suspend a person or business from consideration for award of contracts if there is probable cause to believe that the person or business has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three (3) months. The causes for debarment include:
- A. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - B. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City Contractor;
 - C. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 - D. Violation of contract provisions, as set forth below, of a character which is regarded by the Manager to be so serious as to justify debarment action:
 - (1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for debarment;
 - E. Any other cause the Director of Finance determines to be so serious and compelling as to affect responsibility as a City Contractor, including debarment by another governmental entity.
51. **EQUAL OPPORTUNITY IN EMPLOYMENT. 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 38 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 38 of City's Code. Contractor shall:
- A. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.
 - B. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
 - C. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.
- City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 38 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.
52. **ASSISTANCE FOR MINORITY- AND WOMEN-OWNED BUSINESS.**
- A. It is the policy of the City to encourage and foster participation of minority- and women-owned businesses in purchasing and contracting and to assure that such businesses have an equal opportunity to compete.
 - B. The Procurement Services Division has a Supplier Relations Coordinator available to assist minority- and women-owned businesses: in completing supplier applications; in becoming acquainted with the City purchasing system, departments and Buyers; by providing advice and information on previous bids and bid prices; and assisting in resolving problems on such matters as specifications, bid terms, and bonding requirements.
53. **ASSIGNMENT OF CONTRACT AND CLAIMS.** A contract or purchase order or the proceeds thereof may not be assigned without the written permission of the Manager.
54. **ASSIGNMENT OF ANTITRUST RIGHTS AND INTEREST.** Submission of this bid constitutes an assignment by the bidder to the City of all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Missouri, which causes of action have accrued or will accrue as a result of or in relation to the particular goods or services purchased or procured by it in fulfillment of any contract with the City arising from this bid.
55. **COMPENSATION INSURANCE.** The Contractor shall furnish adequate compensation insurance to cover all employees furnishing materials and/ or services referred to in attached contract to the City and under the control of the Contractor, and shall relieve and hold the City harmless from any costs due to accidents or other liabilities mentioned in the Worker's Compensation Act. If requested, Contractor shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of such insurance policies herein referred to.
56. **CLAIMS.** Supplier agrees to defend, protect and save the City harmless from any claims and actions arising out of patent infringements and product liability.
57. **LABOR PRACTICES.** The supplier agrees to comply with all Federal and State Laws, and City Ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.
58. **LIABILITY AND INSURANCE**
- A. The Contractor shall be:
 - (1) liable to the City for loss of or damage to property, real and personal, owned by the City or for which the City is liable;
 - (2) responsible for, and hold the City harmless from, loss of or damage to property not included in (1) above; and
 - (3) responsible for, and hold the City harmless from, bodily injury and death of persons, occasioned either in whole or in part by the negligence or fault of the Contractor, his officers, agents, or employees in the performance of work under this contract. For the purpose of this clause, all cargo loaded or unloaded under this contract is agreed to be property owned by the City or property for which the City is liable. The amount of the loss or damage as determined by the Buyer will be withheld from payments

otherwise due the Contractor. Determination of liability and responsibility by the Buyer will constitute questions of fact within the meaning of the paragraph 38, DISPUTES. The general liability and responsibility of the Contractor under this clause are subject only to the following specific limitations.

B. The Contractor shall not be responsible to the City for and does not agree to hold the City harmless from loss or damage to property or bodily injury to or death of persons if the damage, injury or death resulted solely from an act or omission of the City or employees of the Contractor acting within specific directions of the Buyer.

C. The Contractor shall at his own cost and expense, defend any suits, demands, claims, or actions, in which the City might be named as a codefendant of the Contractor, arising out of or as a result of the Contractor's performance of work under this contract, whether or not such suit, demand, claim, or action arose out of or was the result of the Contractor's negligence. This shall not prejudice the right of the City to appear in such suit, participate in defense and take such actions as may be necessary to protect the interest of the City.

D. The Contractor shall agree to meet all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under any of the said respective laws by and duly authorized Federal, State, or local official; and agree to indemnify and save harmless the City from such contributions or taxes or liability therefor.

E. Place of Suit. This contract is executed in the city of Kansas City, Missouri. Any action at law, suit in equity, or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted and prosecuted only in courts located in the city of Kansas City, Missouri. Each party to this contract has waived the right to change of venue.

F. Law Governing. This contract shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

G. When specifically requested by the Buyer in the solicitation and purchase order, the Contractor shall, at his own expense, procure and maintain the following insurance with a company acceptable to the Director of Finance or his designated representative. Further, the City shall be named as an additional insured on insurance coverages (2) and (3) below.

(1) Standard Worker's Compensation and Employer's Liability Insurance and Longshoremen's and Harbor Worker's Compensation Insurance, or such of these as may be proper under applicable state or Federal statutes. The Contractor may however, be self-insurer against the risk if he has obtained the prior approval of the Buyer. This approval will be given upon receipt of satisfactory evidence that the Contractor has qualified as such self-insurer under applicable provision of law.

(2) Bodily injury liability insurance in the amount stated in the solicitation for any one (1) occurrence and for an aggregate amount per Occurrence.

(3) Personal injury liability insurance when applicable in the amount stated in the solicitation for any one occurrence and for an aggregate amount.

H. All policies of insurance required under the terms of this contract shall, by appropriate endorsement or otherwise, provide that no cancellation thereof shall be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof has been given to the Buyer.

I. Satisfactory evidence of the required insurance endorsed to show the City named as an additional beneficiary and requiring a mandatory thirty (30) day cancellation notice shall be filed with the Buyer prior to performance of any work under this contract. No contract will be considered fully executed until proof of insurance is received. The City has the right to disqualify an otherwise successful bid or cancel a term contract if proof of insurance is not provided within the time requested. Insurance coverage will be considered acceptable when provided in one (1) of the following methods:

(1) By issuance of an original policy designating the Contractor and the City, by name, as the insured parties under the provisions of the policy.

(2) By endorsement to an original policy, which endorsement shall extend to the City, by name, the same coverage and protections stipulated in the paragraph above.

(3) By separate contingent policy providing the required insurance coverage for the protection of the City, by name.

(4) By issuance of standard Certificate of Insurance modified to show the City as an additional named insured and requiring a thirty (30) day mandatory cancellation notice. The Buyer shall provide a blank modified certificate form to the Contractor.

J. It is expressly agreed that the provisions contained in G. to I. of this clause shall not in any manner limit the liability or extent of liability of the Contractor as provided in A. to D. of this clause.

K. In the event that the Contractor is indemnified, reimbursed, or relieved for any loss or damage to City property, he shall equitably reimburse the City. The Contractor shall do nothing to prevent the City's right to recover against third parties for any such loss, or damage and, upon the request of the Buyer, shall at the City's expense, furnish to the City all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the City) in obtaining recovery.

59. CLAUSES APPLICABLE TO TERM SUPPLY AND SERVICE CONTRACTS.

A. Term Supply or Service Contract Defined. A formal contract made by the City with a supplier to purchase repetitive and estimated requirements of products or services from a supplier to be ordered and supplied as needed for a bid price over a period of time stated in the contract. The contract may be exclusive with one (1) Contractor or open to further competition. Approximate Quantities. This bid proposal is based on estimated quantities and it is understood that the estimates are prepared by the City officials for the purpose of comparison of bids, and that the estimated quantities are not guaranteed but are approximate only, and the City reserves the right to increase or diminish the same, or to omit any one or more items, as the Manager may deem desirable.

B. No financial obligation shall accrue against the City until a purchase order is issued encumbering funds.

C. Multiyear term contracts and options to extend term contracts are subject to paragraph 60, ANNUAL APPROPRIATION OF FUNDS.

D. Modifications to term contracts may be made by mutual written agreement; however they must be within the scope and intent of the original contract.

60. 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 is aware of the non-appropriation 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 paragraph 39, TERMINATION FOR DEFAULT, of these INSTRUCTIONS AND CONDITIONS. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Twin Lakes Insurance Agency 2641 NE McBaine Drive Lee's Summit MO 64064	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Carrie McArthur</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (816)525-2125</td> <td>FAX (A/C, No): (816)525-4049</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: carriem@twinlakesins.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: Travelers Property Casualty Co</td> </tr> <tr> <td colspan="2">INSURER B: Travelers Property Casualty Co</td> </tr> <tr> <td colspan="2">INSURER C: Accident Fund Insurance Co</td> </tr> <tr> <td colspan="2">INSURER D: Travelers Property Casualty Co</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: Carrie McArthur		PHONE (A/C, No, Ext): (816)525-2125	FAX (A/C, No): (816)525-4049	E-MAIL ADDRESS: carriem@twinlakesins.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Travelers Property Casualty Co		INSURER B: Travelers Property Casualty Co		INSURER C: Accident Fund Insurance Co		INSURER D: Travelers Property Casualty Co		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: CL19121012351** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		Y6303K456048IND19	12/2/2019	12/2/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6091547	6/27/2019	6/27/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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D	MOBILE DEALERS EQUIPMENT			QT6601J679070TIL19	12/2/2019	12/2/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>TRANSIT LIMIT</td><td style="text-align: right;">1,500,000</td></tr> </table>	TRANSIT LIMIT	1,500,000												
TRANSIT LIMIT	1,500,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Kansas City MO and all other parties required under a written contract are named as additional insureds with respects to Liability including Ongoing & Completed Operations on a Primary & Non-Contributory basis. A Waiver of Subrogation is provided where allowed by law & required by a written contract.

CERTIFICATE HOLDER City of Kansas City MO City Hall 414 E 12th St Kansas City, MO	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mark Smith/CA
--	---

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

CONRAD FIRE EQUIPMENT, INC.

using in Missouri the name

CONRAD FIRE EQUIPMENT, INC.
F001320948

a KANSAS entity was created under the laws of this State on the 20th day of October, 2014, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 23rd day of January, 2020.


Secretary of State



Certification Number: CERT-01232020-0014



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

1118 Oak Street
Kansas City, MO 64106-2786

Phone: (816) 513-1120
Fax: (816) 513-1264
Email: revenue@kcmo.org
kcmo.gov/kctax

CONRAD FIRE EQUIPMENT INC
887 N JAN MAR CT
OLATHE KS 66061-3693

Letter Id: L1964929280
Date: 24-Jan-2020
Taxpayer Id: **-***7936



TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that CONRAD FIRE EQUIPMENT INC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Mari Ruck
Commissioner of Revenue



ORDINANCE NO. 240481

Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to exceed the \$1,000,000.00 contract threshold for existing sole source contract No. EV2765 with Conrad Fire Equipment, Inc. to provide specialized fire services and supplies; and authorizing the Manager of Procurement Services to amend and extend the contract..

WHEREAS, pursuant to Code of Ordinances Section 3-41(a)(2), department directors may enter into contracts involving goods, supplies, and procurement of materials in which the term does not exceed six years, or six one-year terms and consideration does not exceed \$1,000,000.00; and

WHEREAS, the City of Kansas City Fire Department was awarded a grant for \$1,677,279.29 in Federal funding (the "Grant"). As a condition of this Grant, the City is required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$167,727.93 for a total approved budget of \$1,845,007.22 (the "Project"); and

WHEREAS, the Fire Department accepted the \$1,677,279.29 Grant from the United States Department of Homeland Security Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Program in Ordinance No. 240203; and

WHEREAS, the Grant required a City match of \$167,727.93, or ten (10%) percent of the Federal contribution bringing the total sum of Federal and Non-federal funding to \$1,845,007.22; and

WHEREAS, pursuant to Code of Ordinances Section 3-41, the City Council must authorize contracts in excess of \$1,000,000.00; and

WHEREAS, pursuant to Section 3-43(a), Code of Ordinances, the City Council must authorize contracts in excess of six years; and

WHEREAS, the term of Contract EV2481 with Conrad Fire Equipment, Inc. will be extended for six (6) one-year terms if the City Council approves the Ordinance;

NOW THEREFORE

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is authorized to exceed the \$1,000,000.00 contract authorization threshold in Code of Ordinances Section 3-41(a)(2) for existing sole source term and supply contract No. EV2765 with Conrad Fire Equipment, Inc. to purchase specialized fire services and supplies and to purchase various appliance nozzles related to an awarded FEMA Grant.

Section 2. That the Manager of Procurement Services is authorized to execute contract amendments and extend the sole source contract for up to six (6) one-year renewal terms without additional Council authorization.

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

Tammy L. Queen
Director of Finance

Approved as to form:

Jim Brady
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240481

Submitted Department/Preparer: General Services

Revised 11/01/23

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Authorizing the Manager of Procurement Services to exceed the \$1,000,000.00 contract threshold i) for existing sole source contract t No. EV2765 with Conrad Fire Equipment, Inc. to provide specialized fire services and supplies; authorizing the Manager of Procurement Services to amend and extend the contract.

Discussion

Project Justification.

FEMA determined, the purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application – including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No

2. What is the funding source?

This ordinance seeks to approve a contract in excess of the City's \$1.0 million threshold utilizing existing appropriations as detailed in Ord. 240203 that accepted the grant award in question.

General Grant Fund (grant award amount)

24-2580-235006-623140-G2322005656 Assist to Firefighters (AFG) \$1,677,279.29

Fire Sales Tax (City's 10% match)
24-2300-231420-C \$167,727.93

Total: \$1,845,007.22

3. How does the legislation affect the current fiscal year?
The Fire Department will be able to spend the grant funds prior to the expiration of the grant.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
No. This is a one-time purchase.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
No.

Office of Management and Budget Review
(OMB Staff will complete this section.)

1. This legislation is supported by the general fund. Yes No
2. This fund has a structural imbalance. Yes No
3. Account string has been verified/confirmed. Yes No

Additional Discussion (if needed)

This ordinance seeks to approve a contract that exceed the City's \$1.0 million threshold utilizing previously appropriated funds made available by the acceptance of a grant award.

Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
 Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.

- Enhance the City's connectivity, resiliency, and equity through a better-connected multi-modal transportation system for all users.
- Build on existing strengths while developing a comprehensive transportation plan for the future.
- Develop environmentally sustainable infrastructure strategies that improve quality of life and foster economic growth.
- Ensure adequate resources are provided for continued maintenance of existing infrastructure.
- Focus on delivery of safe connections to schools.

Prior Legislation

Ordinance # 240203 authorizing the acceptance of the grant from the Department of homeland security.

Service Level Impacts

This project will improve the performance and infrastructure of the Fire Departments fleet.

Other Impacts

1. What will be the potential health impacts to any affected groups?
NA
2. How have those groups been engaged and involved in the development of this ordinance?
NA
3. How does this legislation contribute to a sustainable Kansas City?
NA
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.
Click or tap here to enter text.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to

Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

No - CREO's review is not applicable (Press tab after selecting)

Please provide reasoning why not:

The General Services Department applied section 01. Purchase only contracts.

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

[Click or tap here to enter text.](#)

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?

No(Press tab after selecting)



File #: 240482

ORDINANCE NO. 240482

Sponsor: Director of Law Department

Approving and authorizing settlement of a lawsuit entitled *P.M. Williams v. City of Kansas City, Missouri*, Case No. 2016-CV12544, in the amount of \$1,500,000.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the payment of the sum of \$1,500,000.00 for the settlement of claims asserted by P.M. Williams in the lawsuit styled *P.M. Williams v. City of Kansas City, Missouri*, Case No. 2016-CV12544, as recommended by the City Attorney and the Risk Management Committee, is hereby approved.

Section 2. That the City Attorney is hereby authorized to pay the sum of \$1,500,000.00 in settlement of said claims asserted by P.M. Williams in this lawsuit from funds previously appropriated in Account No. 25-7010-131543-B, Public Office Liability Fund.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form:

Tara M. Kelly
Senior Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240482

Submitted Department/Preparer: Law

Revised 11/01/23

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Sponsor: Director of Law Department

Approving and authorizing settlement of a lawsuit entitled PM Williams v. KCMO, Case No. 2016-CV12544 in the amount of \$1,500,000.00.

Discussion

Settlement resolves trial liability, attorneys' fees, future employment actions, and ensures resignation of plaintiff.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
Account No. 25-7010-131543-618200, City Legal Expense Fund
3. How does the legislation affect the current fiscal year?
Decreases available funds by \$1,500,000.00.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
No.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
No.

Office of Management and Budget Review

(OMB Staff will complete this section.)

1. This legislation is supported by the general fund. Yes No

2. This fund has a structural imbalance. Yes No
3. Account string has been verified/confirmed. Yes No

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Finance and Governance (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
 - Ensure the resiliency of a responsive, representative, engaged, and transparent City government.
 - Engage in workforce planning including employee recruitment, development, retention, and engagement.
 - Foster a solutions-oriented, welcoming culture for employees and City Partners.
 -
 -
 -

Prior Legislation

None.

Service Level Impacts

None.

Other Impacts

1. What will be the potential health impacts to any affected groups?
No.
2. How have those groups been engaged and involved in the development of this ordinance?
N/A

3. How does this legislation contribute to a sustainable Kansas City?
N/A

4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

No - CREO's review is not applicable (Press tab after selecting)

Please provide reasoning why not:

Click or tap here to enter text.

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?

No(Press tab after selecting)



File #: 240494

ORDINANCE NO. 240494

Sponsor: Director of Neighborhood Services Department

Accepting a \$150,000.00 Transitional Grant from the Ewing Marion Kauffman Foundation to provide continuity and support toward the operating expenses of the Kansas City BizCare office; estimating revenue and appropriating the amount of \$150,000.00 in the General Grants Fund; establishing requisitioning authority; and recognizing an accelerated effective date.

WHEREAS, the City of Kansas City, Missouri is committed to adopting policies, programs and practices that give underrepresented entrepreneurs more equitable opportunities for economic advancement; and

WHEREAS, KC BizCare is committed to providing access to opportunities for people to improve their lives and achieve financial stability, upward mobility, and economic prosperity; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Neighborhood Services is authorized to accept a \$150,000.00 Transitional Grant from the Ewing Marion Kauffman Foundation to provide continuity and support toward operating expenses of the City’s office for small businesses, KC BizCare.

Section 2. That the Director of Neighborhood Services is authorized to execute a grant agreement with the Ewing Marion Kauffman Foundation to govern the administration of the grant. A copy of the grant agreement is on file with the Director of the Neighborhood Services Department.

Section 3. That the revenue in the following account of the General Grants Fund is estimated in the following amount:

25-2580-575001-480070-G57KAUFF24A	Kauffman Foundation Grant	\$150,000.00
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Section 4. That \$150,000.00 is appropriated to the following account:

25-2580-575206-B-G57KAUFF24A	EM Kauffman Foundation	\$150,000.00
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Section 5. That the Director of Neighborhood Services is authorized as requisitioning authority for Account No. 25-2580-575206.

Section 6. That this ordinance is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(C) of the City Charter and shall take effect in accordance with that section.

..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:

Bret Kassen
Associate City Attorney



April 3, 2024

In 2024, the Foundation created a transitional grants portfolio, designed exclusively for existing grantees whose grants closed in the past year, to provide continuity and support as the Foundation finalized its strategic plan.

Thank you for your commitment to providing access to opportunities for people to improve their lives and achieve financial stability, upward mobility, and economic prosperity. We sincerely appreciate your work in the community.

On behalf of the Ewing Marion Kauffman Foundation, I am pleased to inform you that a grant totaling \$150,000.00 has been awarded to City of Kansas City, Missouri. A payment in the amount of \$150,000.00 will be forthcoming. The charitable purpose of this grant is to support for 2024 general operating expenses for KC BizCare.

This grant does not preclude your organization from applying for future grant funds from the Foundation.

Please see attached for the terms of the grant. If you have any questions about the grant, please contact me at swebb@kauffman.org

We are pleased to support you in this endeavor and wish you success.

EWING MARION KAUFFMAN FOUNDATION ("the Foundation")

GRANTEE: City of Kansas City, Missouri
CONTACT: Nia Richardson
AMOUNT: \$150,000.00 (Refer to Exhibit A - Budget)
PROJECT DATES: March 31, 2024 through December 31, 2024
ID: RG-202402-14732

GRANT PURPOSE

Support for 2024 general operating expenses for KC BizCare.

GRANT TERMS

1. **Use of Grant Funds.** You may use the grant funds only for the purposes stated above and must apply grant funds to the line items listed on the budget attached as **Exhibit A**. All uses of the grant funds must be consistent with religious, charitable, scientific, literary, or educational purposes within the meaning of the Internal Revenue Code, as amended. In addition:
 - Any line item deviation from the itemized budget may not exceed 10% or \$1,000.00 (whichever is greater), without prior approval by the program officer assigned to this grant.
 - All unused grant funds should be returned directly to the Foundation at the end of the grant period, or upon termination of the grant, whichever is earlier.
 - You acknowledge that the Foundation has not earmarked the grant funds or any portion thereof for distribution to any individual other than as compensation for services rendered in furtherance of the grant.
 - If you are regranteeing funds to other organizations, you acknowledge that (i) you retain full discretion and control over the selection of recipient organizations, (ii) neither the Foundation nor its personnel has been or will be involved in recipient selection, and (iii) the funds you regrantee will be used exclusively for charitable purposes as described in Section 170(c)(2)(B) of the Code.
2. **Grant Payments and Reports.** The Payment and Reporting Schedule is contained in **Exhibit B**. Grant funds will be paid provided that applicable conditions and milestones have been met, that previously paid amounts have been expended as expected, and that there is satisfactory progress in achieving the purpose of the grant. Payments may be withheld and/or the grant terminated if the Grantee is not able to meet these or other obligations. Progress and Final reports are to be used to detail such progress. It is extremely important that such reports are received by the due dates noted in **Exhibit B**, as the Foundation may withhold payment until the past due report is received, and may terminate the grant if reporting is consistently late or absent.
3. **Exempt Organization Status.** You certify that the Internal Revenue Service has determined you are:
 - a tax-exempt organization under Section 115 of the Code; or

- a state or a political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B); or
- a tax-exempt organization under Section 501(c)(3) of the Code; and
 - a. not a "private grant making foundation" nor
 - b. a "non-functionally integrated Type III supporting organization" within the meaning of Code Section 509(a).

You will immediately inform the Foundation of any change in or challenge to the status you certified in Section 3 above.

4. **Lobbying or Political Activities.** None of the funds provided by the Foundation may be used for lobbying or political activities.
5. **Grant Termination.** The Foundation, at its sole option and discretion, may terminate the grant at any time if: (i) your tax-exempt status changes, (ii) you become unable to carry out the purposes of the grant, (iii) you cease to be an appropriate means of accomplishing the purposes of the grant, (iv) you fail to comply with any of the conditions of the grant, (v) the Foundation is not satisfied with the quality of work or progress toward achieving the purpose of the grant, or (vi) the Foundation believes that you cannot satisfactorily complete the purpose of the grant within the identified timeline.

If for any reason the grant is terminated or expires, you will provide a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination. You will return any grant funds that are not yet expended as permitted by this Grant (funds that have been irrevocably committed to pay to a third party under a non-cancellable agreement may be retained and paid to the third party in fulfillment of your obligations under such agreement). Such non-cancellable agreements should be avoided whenever reasonably possible.

6. **Quality Assurance.** Grantee agrees to cooperate with the Foundation's efforts to assess quality of work done and progress toward achieving the purpose of grant, including possible on-site visits. Grantee will also maintain records of receipts and expenditures and shall make all books and records and supporting documentation related to this grant available to the Foundation or its representative at reasonable time.
7. **Publicity and Acknowledgement of Support.** You agree to cooperate with the Foundation on publicity related to the grant. All written material, exhibits or interviews related to the grant must acknowledge the Foundation's support and refer to the Foundation by its full name: The Ewing Marion Kauffman Foundation. You should provide the Foundation with advance drafts of any public statements or promotional content for its review at least two weeks before the expected release date. At a minimum or unless otherwise requested by the Foundation, any work funded by the Foundation and subsequently published by you must include the following language: "This work/research was funded by the Ewing Marion Kauffman Foundation. The contents of this publication are solely the responsibility of Grantee."

This document contains the complete understanding of the Foundation and Grantee regarding this grant, and the document's terms and conditions may not be changed except by written agreement signed by an authorized representative of both the Foundation and Grantee. The Foundation's failure to enforce any of the provisions of this document shall not be deemed a waiver of such provision(s) or of any prior or subsequent breach.

EXHIBIT A - BUDGET

Item	Amount
Food Based Business Grants	\$100,000.00
Technical Assistance and Resources	\$40,000.00
Administrative	\$10,000.00
Total	\$150,000.00

EXHIBIT B – PAYMENT SCHEDULE

Payment Schedule:

Within 30 days after receipt of signed grant agreement \$150,000.00

Report Schedule: N/A

EXHIBIT C - KEY METRICS

Key Metrics
N/A

EXHIBIT D - INTELLECTUAL PROPERTY RIGHTS

Any reports, articles, working papers, conference proceedings, data, programs, modules, manuals, curricula, books, television shows, radio shows, web site, software (including both source code and object code) or other work product created by you, or on your behalf, in furtherance of the purposes of this grant (the "Work Product") will remain your property. You will ensure that, to the best of your knowledge, the Work Product does not infringe on or violate the rights of others, including intellectual property and privacy rights, or any law or regulation. You will also ensure that all such Work Product is original with you, owned by you, or that you otherwise have the rights to provide the license set forth below. You agree to provide a copy of the final Work Product to the Foundation as part of the Final Report.

You agree to and do hereby grant to the Foundation a worldwide, royalty free, non-exclusive, irrevocable, license in perpetuity to copy, disseminate, publicly display and perform, create and own derivate works from, sub-license, and otherwise use the Work Product and any revisions, modification or derivatives of it, in any and all languages and media of expression, whether now known or hereafter created, provided that such use is consistent with the Foundation's charitable, educational and tax exempt purposes. You understand and agree that this license is a material part of the Foundation's grant to you and that among the purposes of such license is ensuring that the Work Product is made publicly available in furtherance of the charitable, scientific, literary, or educational purpose of this grant.

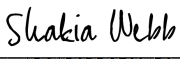
The Foundation agrees that it will not unreasonably withhold its consent to relinquishing the above license upon request by a reputable publisher in connection with publication or dissemination of the Work Product. You agree to inform the Foundation of any such request from the publisher and the Foundation will provide written evidence of having relinquished the license unless the Foundation reasonably and in good faith believes that such relinquishment is not likely to result in making the Work Product publicly available.

The provisions of this Exhibit D survive expiration or termination of this grant.

EXHIBIT E - DETERMINATION OF RECIPIENT FOR TRAVEL OR STUDY STIPENDS

As of the date of the awarding of this grant, the recipients of any travel or study stipends to be paid under this grant have not been determined and City of Kansas City, Missouri acknowledges that the Foundation has no role in determining or identifying the recipients of a travel or study stipend to be awarded hereunder. City of Kansas City, Missouri will award any travel or study stipends on an objective and nondiscriminatory basis.

If you have any questions about the grant, please contact your program officer listed below.

DocuSigned by:

ABCAD8DDCE904D3...

Shakia Webb

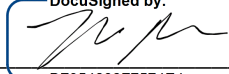
4/4/2024

Date

4801 Rockhill Road
Kansas City, Missouri 64110-2046
e-mail: swebb@kauffman.org / www.kauffman.org

The foregoing conditions are hereby accepted and agreed to as of the date indicated.

City of Kansas City, Missouri

By: 

(Signature of Authorized Official)
BF954282F7674E4

Title: Managing Director -KC BIZCARE

Date: 4/4/2024



APPROPRIATION TRANSACTION

CITY OF KANSAS CITY, MISSOURI 240494

DEPARTMENT: Neighborhood Services Department

BUSINESS UNIT: KCMBU DATE: 6/5/2024 JOURNAL ID:

LEDGER GROUP: ADMIN BUDGET PERIOD: 2025

<u>FUND</u>	<u>DEPT ID</u>	<u>ACCOUNT</u>	<u>PROJECT</u>	<u>AMOUNT</u>
2580	575206	619080	G57KAUFF24A	\$ 150,000.00

TOTAL 150,000.00

DESCRIPTION:
Kauffman Foundation grant for BizCare's operational budget.

APPROVED BY:	DATE	APPROVED BY: DEPARTMENT HEAD	DATE
_____	_____	_____	_____

ORDINANCE No. 240494

Accepting \$150,000.00 Transitional Grant from the Ewing Marion Kauffman Foundation to provide continuity and support as the Foundation finalizes its strategic plan. The purpose of this grant is to support 2024 general operating expenses for the Kansas City BizCare office.

WHEREAS, the City of Kansas City, Missouri is committed to adopting policies, programs and practices that give underrepresented entrepreneurs more equitable opportunities for economic advancement;

WHEREAS, KC BizCare is committed to providing access to opportunities for people to improve their lives and achieve financial stability, upward mobility, and economic prosperity.

NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Neighborhood Services is authorized to accept a \$150,000.00 Transitional Grant from the Ewing Marion Kauffman Foundation for the City's office for small business, KC BizCare Office, to provide continuity and support for the 2024 research, design and ongoing programs that enhance support systems for underrepresented entrepreneurs.

Section 2. That the Director of Neighborhood Services is authorized to execute a grant agreement with the Ewing Marion Kauffman Foundation to govern the administration of the grant. A copy of the grant agreement is on file with the Director of the Neighborhood Services Department.

Section 3. That the revenue in the following account of the General Grants Fund is estimated in the following amount:

25-2580-570001-480070-G57KAUFF24A	Kauffman Foundation Grant	\$150,000.00
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Section 4. That \$300,000.00 is appropriated to the following account:

25-2580-575206-B-G57KAUFF24A	EM Kauffman Foundation	\$150,000.00
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Section 5. That the Director of Neighborhood Services is authorized as requisitioning authority for **Account No. 23-2580-575206**.

Section 6. That this ordinance is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with Section 503, City Charter.

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

Tammy Queen
Director of Finance

Approved as to form and legality:

Bret R. Kassen
Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240494

Submitted Department/Preparer: Neighborhoods

Revised 11/01/23

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Accepting \$150,000.00 Transitional Grant from the Ewing Marion Kauffman Foundation

Discussion

Accepting \$150,000.00 Transitional Grant from the Ewing Marion Kauffman Foundation to provide continuity and support as the Foundation finalizes its strategic plan. The purpose of this grant is to support 2024 general operating expenses for the Kansas City BizCare office.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
FY25-2580-575206-619080
3. How does the legislation affect the current fiscal year?
No
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
No
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
No

Office of Management and Budget Review

(OMB Staff will complete this section.)

1. This legislation is supported by the general fund. Yes No

2. This fund has a structural imbalance. Yes No
3. Account string has been verified/confirmed. Yes No

Additional Discussion (if needed)

OMB confirmed with Robin Flaherty in Accounts that the money has been received.

Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Housing and Healthy Communities (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
 - Utilize planning approaches in neighborhoods to reduce blight, ensure sustainable housing, and improve resident wellbeing and cultural diversity.
 - Maintain and increase affordable housing supply to meet the demands of a diverse population.
 - Address the various needs of the City's most vulnerable population by working to reduce disparities.
 - Foster an inclusive environment and regional approach to spur innovative solutions to housing challenges.
 - Ensure all residents have safe, accessible, quality housing by reducing barriers.
 - Protect and promote healthy, active amenities such as parks and trails, play spaces, and green spaces.

Prior Legislation

N/A

Service Level Impacts

To provide continuity and support for the 2024 research, design and ongoing programs that enhance support systems for underrepresented entrepreneurs.

Other Impacts

1. What will be the potential health impacts to any affected groups?
N/A

2. How have those groups been engaged and involved in the development of this ordinance?

N/A

3. How does this legislation contribute to a sustainable Kansas City?

Provides operation funds to support office efforts towards a sustainable entrepreneurial eco-system.

4. Does this legislation create or preserve new housing units?

No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

No - CREO's review is not applicable (Press tab after selecting)

Please provide reasoning why not:

Click or tap here to enter text.

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?

No(Press tab after selecting)



File #: 240495

RESOLUTION NO. 240495

Sponsor: Mayor Quinton Lucas

RESOLUTION - Consenting to the appointment of Mario Vasquez as a member and Dan Fowler as an alternate member to the Kansas City Tax Increment Financing Commissions.

WHEREAS, appointments to the Kansas City Tax Increment Financing Commissions are required by statute to be made by the Mayor, but with the consent of the City Council; and

WHEREAS, Mario Vasquez was previously appointed as an alternate Member to the Kansas City TIF Commissions; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Council consents to the appointments to the Kansas City Tax Increment Financing Commissions as follows:

Mario Vaquez, Member
Expiration of Term: March 15, 2028

Dan Fowler, Alternate
Expiration of Term: March 15, 2028.

..end

No
Docket
Memo
Provided
For
Resolution
240495



File #: 240497

RESOLUTION NO. 240497

Sponsor: Councilmember Melissa Patterson Hazley and Mayor Quinton Lucas

RESOLUTION - Expressing the City Council's support for the City's grant application for the Environmental and Climate Justice Community Change Grants Program through the United States Environmental Protection Agency (EPA); and directing the City manager to submit the grant application to the EPA.

WHEREAS, the United States Environmental Protection Agency has grant funding available through the Environmental and Climate Justice Community Change Grants Program (Community Change Program); and

WHEREAS, the Community Change Program offers an unprecedented opportunity to transform disadvantaged communities across the United States into healthy, climate resilient, and thriving communities for their current and future residents; and

WHEREAS, the Community Change Program grants will fund community-driven projects that address climate change and reduce pollution while strengthening communities through thoughtful implementation, focused on multi-faceted applications to meaningfully improve the environmental, climate, and resilience conditions affecting disadvantaged communities; and

WHEREAS, the Community Change Program requires applicants to propose projects that address six specific requirements and that align with at least one of EPA's Climate Action Strategies and at least one of EPA's Pollution Reduction Strategies; and

WHEREAS, the Community Change Program intends to award grants ranging from \$10 million to \$20 million for a period of performance that by statute cannot exceed three years; and

WHEREAS, the Community Change Program requires municipal applicants to enter into a stated partnership between the City and a community-based non-profit organization; and

WHEREAS, the City of Kansas City is committed to equitably investing in projects that address climate change, public health, workforce development, safety, and other community priorities, as outlined in the 2022 Kansas City Climate Protection and Resiliency Plan, Spirit KC Playbook, Vision Zero KC, and other related planning documents, programs, and initiatives; and

WHEREAS, the City of Kansas City intends to submit an application seeking up to \$20 million in funding for a community building initiative that will complete energy efficient improvements to qualifying homes, engage in efforts to address the built-in environment towards a greener, cleaner and resilient community in the continuously distressed census tracts that include Forgotten Homes, Key Coalition, and Independence Plaza neighborhoods, and develops and/or enhances workforce development and readiness programming for the green economy; and

WHEREAS, the City of Kansas City intends to leverage existing funding to expand the impact of the federal investment in the target neighborhoods, including funds for minor home repairs, pedestrian and bicycle infrastructure, e-bike subsidies, digital infrastructure, and small business support; and

WHEREAS, the proposed project aligns with three EPA strategies for the Community Change Program: Strategy 3 - Energy-Efficient, Healthy, and Resilient Housing and Building; Strategy 8 - Workforce Development Programs for Occupations that Reduce Greenhouse Gas Emissions and Air Pollutants; and Strategy 1 - Indoor Air Quality and Community Health Improvements; and

WHEREAS, the City of Kansas City intends to act as the lead applicant and partner with Bridging the Gap, a community-based non-profit organization focused on creating a green, healthy environment for all, and engage other community-level non-profit organizations in the planning of the application and execution of the project deliverables; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Council hereby expresses support for the City's grant application for the Environmental and Climate Justice Community Change Grants Program through the United State Environmental Protection Agency.

Section 2. That the City Manager is directed to submit the grant application to the EPA.

..end

No
Docket
Memo
Provided For
Resolution
240497



File #: 240499

ORDINANCE NO. 240499

Sponsor: Mayor Pro Tem Ryana Parks-Shaw and Mayor Quinton Lucas

Authorizing the City Manager to enter into a Tax Redirection Agreement with Starlight Theater Association of Kansas City, Inc., for the City to contribute certain revenues from City taxes generated by the Starlight Improvement Project to cover a portion of the costs required to make improvements to the existing Starlight Theater at Swope Parkway and 63rd Street.

WHEREAS, Starlight Theater Association of Kansas City, Inc., and its affiliates and assigns (the "Association") has proposed improvements to the existing Starlight Theater on the southeast corner of Swope Parkway and 63rd Street (the "Starlight Improvement Project"); and

WHEREAS, the Starlight Improvement Project will include, but is not limited to, development of a new accessible venue entrance, construction of a light bridge and partial canopy and additional food, beverage, and restroom facilities; and

WHEREAS, the Association and the City believe that utilizing a portion of the City's net new revenues generated by the Starlight Improvement Project will advance multiple primarily public purposes including, but not limited to, (i) increasing employment, (ii) increasing the tax based for all affected taxing jurisdictions, and (iii) furthers City's policy of encouraging economic stability and growth; and

WHEREAS, the City therefore desires to encourage the Starlight Improvement Project for the purpose of realizing these public benefits by entering into an agreement to contribute certain revenues from City taxes generated by the Starlight Improvement Project in an amount needed to cause the Starlight Improvement Project to be undertaken ("Agreement"); and

WHEREAS, the tax contributions contemplated by this Agreement are necessary for the purpose of ensuring that the Starlight Improvement Project proceeds, and but for their contribution, the Starlight Improvement Project would not proceed to the detriment of the public interest; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby authorized to negotiate a Tax Redirection Agreement, which shall survive so long as the Association and the City remain parties to that certain Concession and Use Agreement dated as of December 1, 2015, as amended (the

“Concessions Agreement”), with the Association. The material terms of the Tax Redirection Agreement shall include the following:

- a. Redirection of 100% of the sales tax revenues (“Starlight Tax Redirection Revenues”) received by the City and generated within the Starlight site from:
 - i) the City’s 1.0% Capital Improvements Sales Tax,
 - ii) the City’s 0.25% Public Safety Sales Tax, and
 - iii) the City’s 2.0% Convention and Tourism tax on retail sales of food and beverages.
- (b) The Starlight Tax Redirection Revenues shall be credited against the Bridge Loan Repayment as set forth in the Funding Agreement approved by Committee Substitute Ord. No 240477 between the City of Kansas City, Missouri and Starlight Theater Association of Kansas City, Inc., until the bridge loan is paid off.
- (c) After the Association reimburses the City for any amount borrowed to construct the Starlight Improvement Project pursuant to the Funding Agreement authorized by Committee Substitute for Ordinance No. 240477, City shall then redirect the Starlight Tax Revenues to reimburse the Association for certified Maintenance Costs and/or Operation Costs. However, such Starlight Tax Revenues amounts distributed to the Association for Maintenance Costs and/or Operation Costs shall offset the City’s annual subsidy to the Association.

Section 2. That the City Manager is authorized to enter into a Tax Redirection Agreement with Starlight Theater Association of Kansas City, Inc., and its affiliates and assigns for the reimbursement of certain funds provided by Kansas City (the “City”) to cover a portion of the costs required to operate, maintain, and make improvements to the existing Starlight Theater at Swope Parkway and 63rd Street.

..end

Approved as to form:

Lana K. Torczon
Senior Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240499

Submitted Department/Preparer: City Manager's Office

Revised 10/23/23

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Authorizing the City Manager to enter into a Tax Redirection Agreement with Starlight Theater Association of Kansas City, Inc., for the City to contribute certain revenues from City taxes generated by the Starlight Improvement Project to cover a portion of the costs required to make improvements to the existing Starlight Theater at Swope Parkway and 63rd Street.

Discussion

Starlight Theater Association is seeking a Tax Redirection Agreement to assist with costs to improve the existing Starlight Theater. The proposed tax redirection would redirect 100% of certain sales taxes to be received by the City and generated within the Starlight Theater site. Proposed sales taxes to be redirected are as follows:

- 1.0% - Capital Improvement Sales Tax, 0.25% - Public Safety Sales Tax, and
- 2.0% - Convention and Tourism Sales Tax.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
 - 3090 120000 451101 - Redirection - Capital Improvement Sales Tax;
 - 2320 120000 451101 - Redirection - Public Safety Sales Tax
 - 2360 120000 451201 - Redirection - Food & Beverage Tax
3. How does the legislation affect the current fiscal year?

The estimated tax redirection for FY25 is \$161,250.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.

Yes; the estimated tax redirection will continue through the duration of the Concessions Agreement. Over the initial 30 years, the estimated tax redirection is \$5,023,547.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?

Starlight and its affiliates will begin voluntarily collecting sales taxes on prepared food, which will generate new revenues for the City for the sales tax rates not redirected. It is estimated that the new revenues for the sales tax revenue not to be redirected will generate \$90,000 in FY25 and \$2,990,182 over the initial 30 years.

Office of Management and Budget Review

(OMB Staff will complete this section.)

1. This legislation is supported by the general fund. Yes No
2. This fund has a structural imbalance. Yes No
3. Account string has been verified/confirmed. Yes No

Additional Discussion (if needed)

This legislation impacts the Capital Improvements Fund, the Public Safety Sales Tax Fund, and the Convention and Tourism Fund.

Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Finance and Governance (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
- Reform the City's economic incentives to meet the policy objectives of the City Council
 - Ensure the resiliency of City government
 - Engage in workforce planning including employee recruitment, development, retention, and engagement
 - Ensure a responsive, representative, engaged, and transparent City government

-
-

Prior Legislation

Ordinance 240477 - appropriating \$3.5 million from the Unappropriated Fund Balance of the Parks Sales Tax Fund for a City Bridge Fund to Starlight Theater.

Service Level Impacts

The additional revenues will benefit the non-redirectioned sales tax funds.

Other Impacts

1. What will be the potential health impacts to any affected groups?
The renovations will include improvements to restroom facilities as well as a new accessible venue entrance.
2. How have those groups been engaged and involved in the development of this ordinance?
N/A
3. How does this legislation contribute to a sustainable Kansas City?
The renovations will rehab an existing City outdoor amphitheater.
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)
5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

No - CREO's review is not applicable (Press tab after selecting)
Please provide reasoning why not:

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?

No(Press tab after selecting)



File #: 240500

ORDINANCE NO. 240500

Sponsor: Councilmember Kevin O'Neill

Directing the City Manager to implement a policy requiring all City employees with a City-provided mobile phone to include their City mobile phone number in their email signature line for use by the public and report back to the City Council 90 days after the adoption of this ordinance.

WHEREAS, the City provides mobile phones to some of its employees; and

WHEREAS, mobile phones provided by the City are considered City property and are for intended to be used to conduct City business; and

WHEREAS, the City Council desires to foster a constituent-focused culture and believes availability on City-provided devices will encourage this; and

WHEREAS, the City Council does not intend for all City employees to be on-call at all times or to violate any laws, policies, or agreements related to labor or work hours; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is directed to implement a policy requiring all City employees with a City-provided mobile phone to include their City mobile phone number in their email signature line for use by the public and report back to the City Council 90 days after the adoption of this ordinance.

..end

Approved as to form:

Katherine Chandler
Senior Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240500

Submitted Department/Preparer: Finance

Revised 11/01/23

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Directing the City Manager to implement a policy requiring all City employees with a City-provided mobile phone to include their City mobile phone number in their email signature line for use by the public and report back to the City Council 90 days after the adoption of this ordinance.

Discussion

Mobile phones provided by the City are considered City property and are intended to be used to conduct City business, and the City Council desires to foster a constituent-focused culture and believes availability on City-provided devices will encourage this.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
None identified.
3. How does the legislation affect the current fiscal year?
No fiscal impact
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
No fiscal impact
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
No

Office of Management and Budget Review

(OMB Staff will complete this section.)

- | | | |
|---|------------------------------|--|
| 1. This legislation is supported by the general fund. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. This fund has a structural imbalance. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Account string has been verified/confirmed. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Additional Discussion (if needed)

No account string to verify as this ordinance has no fiscal impact.

Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Finance and Governance (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
 - Ensure the resiliency of a responsive, representative, engaged, and transparent City government.
 - Engage in workforce planning including employee recruitment, development, retention, and engagement.
 - Foster a solutions-oriented, welcoming culture for employees and City Partners.
 -
 -
 -

Prior Legislation

N/A

Service Level Impacts

None.

Other Impacts

1. What will be the potential health impacts to any affected groups?

N/A

2. How have those groups been engaged and involved in the development of this ordinance?

Unknown.

3. How does this legislation contribute to a sustainable Kansas City?

N/A

4. Does this legislation create or preserve new housing units?

No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

No - CREO's review is not applicable (Press tab after selecting)

Please provide reasoning why not:

Click or tap here to enter text.

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?

No(Press tab after selecting)



File #: 240502

ORDINANCE NO. 240502

Sponsor: Councilperson Crispin Rea

Amending Chapter 38, Code of Ordinance, Civil Rights, by repealing and replacing Section 38-61, for the purpose of including an additional ordinance violation in that list of ordinance violations subject to certain reporting requirements and possible sentence enhancement; and directing the City Manager to engage the Kansas City Police Department to coordinate training regarding the hate offense enhancement penalty.

WHEREAS, in January of this year, the City Council enacted Ordinance No. 231032, as amended, establishing a sentence enhancement for certain ordinance violations motivated by bias; and

WHEREAS, the City Council seeks to ensure offenses that are motivated by bias or hatred are subject to the enhancement penalty; and

WHEREAS, the City Council believes coordination between the Municipal Court Prosecutor's Office and the Kansas City Police Department will provide for better enforcement of the sentence enhancement; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 38, Code of Ordinance of Kansas City, Missouri, is hereby amended by repealing Section 38-61, Reporting responsibility, and enacting in lieu thereof a new section of like number and subject matter, to read as follows:

Sec. 38-61. Reporting responsibility.

(a) *Purpose.* The police department of the city shall collect and maintain information relating to alleged crimes and ordinance violations occurring within the city in which the evidence of the offense indicates it was motivated by bigotry or bias related to the race, religion, sexual orientation or ethnicity of individuals or groups. For purposes of this section the following crimes and ordinance violations contained in the Code of Ordinances are included:

- (1) Section 1-17(d) General penalty; continuing violations;
- (2) Section 50-9, Stalking;

- (3) Section 50-102, Trespass generally;
- (4) Section 50-121, Tampering with or damaging property of another;
- (5) Section 50-124, Institutional vandalism;
- (6) Section 50-125, Defacing property with aerosol paint and like materials;
- (7) Section 50-159, Harassment;
- (8) Section 50-164, Disorderly conduct;
- (9) Section 50-167, Disturbing the peace;
- (10) Section 50-168, Bodily injury—Attempting;
- (11) Section 50-169, Same—Inflicting;
- (12) Section 50-170, Assault on persons or on route to or from school premises; disturbing school activities;
- (13) Section 50-171, Aggravated trespass;
- (14) Section 50-261, Unlawful use of weapons—generally;
- (15) Section 64-11, Throwing missiles;
- (16) Section 64-12, Throwing objects from buildings.

Section 2. That the City Manager is directed to engage the Kansas City Police Department to coordinate training to ensure effective enforcement of the hate offense sentence enhancement and to provide a report back to the Finance, Governance, and Public Safety Committee regarding the implementation of the sentence enhancement within 45 days.

..end

Approved as to form:

Andrew Bonkowski

Assistant City Attorney

No
Docket
Memo
Provided
For
Ordinance

240502



File #: 240503

ORDINANCE NO. 240503

Sponsor: Councilperson Melissa Robinson

Amending Chapter 38, Code of Ordinance, Civil Rights, by enacting a new Section 38-44, for the purpose of requiring all City department directors to submit a performance improvement plan to the Human Rights Commission; and directing the City Manager to develop and implement an administrative regulation to provide for the required form and content of such plans.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 38, Code of Ordinance of Kansas City, Missouri, is hereby amended by enacting a new Section 38-44, Required reporting to the Commission, to read as follows:

Sec. 38-44. Required reporting to the Commission

All department directors shall annually submit to the Human Rights Commission a performance improvement plan on a form as provided by the City Manager.

Section 2. That the City Manager is directed to develop and implement an administrative regulation to provide for the required form and content of the performance improvement plans that department directors shall be required to annually submit to the Human Rights Commission. Such plans shall include, but may not be limited to, the following:

- (a) Working in decision-making roles (Deputy-Director level or higher)
 - (1) Percentage of positions in decision-making roles which impact the department or City filled by women.
 - (2) Goals for increasing women in decision-making roles.
 - (3) Percentage of promotions to decision-making roles filled by women.
 - (4) Goals for increasing the percentage of women promoted to decision-making roles.
- (b) Gender diversity

- (1) Percentage of women currently working full-time in the department workforce.
 - (2) Goals for increasing the number of women in the workforce.
 - (3) Percentage of women promoted to safety-sensitive positions.
 - (4) Goals for increasing percentage of women promoted to safety-sensitive positions.
 - (5) Percentage of women satisfied with opportunities for promotion.
 - (6) Goals to increase percentage of satisfaction among women in regard to promotional opportunities.
- (c) Culture of safety in the work setting
- (1) Percentage of women involved in preventable accidents.
 - (2) Percentage of women involved in non-preventable accidents.
 - (3) Percentage of safety training attended by women.
 - (4) Percentage goal for women attending safety training.

..end

Approved as to form:

Andrew Bonkowski
Assistant City Attorney

No
Docket
Memo
Provided
For
Ordinance

240503



File #: 240401

ORDINANCE NO. 240401

Sponsor: Mayor Quinton Lucas

Directing the City Manager to review the City’s relationship with the Mid-America Regional Council (MARC) and to explore the creation of a new and independent Kansas City Metropolitan Planning Organization (KCMO-MPO) for the purpose of overseeing the regional transportation planning and allocation of federal transportation funds within the boundaries of Kansas City.

WHEREAS, Kansas City is a major urban center with unique transportation planning needs that are distinct from the broader bi-state Kansas City metropolitan area; and

WHEREAS, the existing Mid-America Regional Council (MARC) serves a broad geographic area that includes multiple counties in both Missouri and Kansas, which may dilute the focus on Kansas City’s specific transportation issues and opportunities; and

WHEREAS, federal regulations under the United States Department of Transportation mandate the establishment of Metropolitan Planning Organizations (MPOs) for urbanized areas with populations over 50,000 to ensure effective local input in the allocation of federal transportation funds; and

WHEREAS, local support of transportation planning and prioritization of projects within Kansas City is essential to meet the immediate and future needs of the City’s residents and businesses, particularly in our urban core, and to ensure that City priorities—like reconnecting communities and mitigating harmful effects of major thoroughfares like Highway 71—are prioritized and implemented; and

WHEREAS, the addition of a Kansas City-specific Metropolitan Planning Organization (KCMO-MPO) would enhance the ability to undertake comprehensive, cooperative, and continuing transportation planning and implementation tailored to the City’s needs; NOW THEREFORE

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. The City Manager is directed to review the City’s relationship with MARC at the beginning of the next fiscal year, FY 2025-26.

Section 2. The City Manager is directed to explore the addition of a new, independent MPO serving and overseen by Kansas City (“KCMO-MPO”). The City Manager is directed to outline the geographical area of a potential KCMO-MPO, design governance and funding structures, and evaluate the process for securing necessary State and Federal approvals.

..end

Approved as to form:

Dustin Johnson
Associate City Attorney

**No Docket Memo
Provided for
Resolution No.**

240401



File #: 240409

ORDINANCE NO. 240409

Sponsor: Mayor Quinton Lucas

Amending Chapter 70, Code of Ordinances, Traffic and Vehicles, by repealing and replacing Section 70-961, for the purpose of authorizing the City's automated camera enforcement system; directing the City Manager to issue a request for proposals to select a vendor for the automated camera enforcement system; and directing the City Manager to include certain requirements in the request for proposals.

WHEREAS, running red lights is a dangerous activity that can and does result in personal injury, even death, and property damage to people involved in accidents caused by persons ignoring traffic control signals; and

WHEREAS, vehicular speeding is a dangerous activity and vehicular speeding in the City of Kansas City is a concern of all its citizens; and

WHEREAS, the City formerly utilized an automated camera enforcement system to detect red light signal violations; and

WHEREAS, studies and data confirm that automated camera enforcement systems reduce collisions at intersections and improve public safety outcomes in other ways; and

WHEREAS, automated camera enforcement systems are used in approximately 330 communities across twenty-two states; and

WHEREAS, the Missouri Supreme Court has issued several opinions confirming that the use of automated camera enforcement systems does not conflict with state law and is a permissible law enforcement tool, but requiring cities which use them to meet certain burdens of proof in the prosecution of violations detected by the automated camera enforcement system, and providing cities with guidance on how to administer a camera enforcement program; and

WHEREAS, following implementation there should be regular automated camera enforcement systems program evaluation that utilizes crash and infraction data not just at the targeted intersections, but also in the broader community; and

WHEREAS, the information collected by automated camera enforcement systems shall be used only for the authorized purpose indicated under this ordinance, as otherwise required by law, and not sold, shared, or otherwise abused; and

WHEREAS, automated camera enforcement systems should prioritize safety, not revenue, and any revenue received by the City as a result of automated enforcement systems should therefore be allocated towards the City's internal cost to administer the program created under this ordinance and improving the safety of City streets for all users; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 70, Code of Ordinances of the City of Kansas City, is hereby amended by repealing Section 70-961, Violation of public safety at intersections and the automated camera enforcement of traffic control regulations, and replacing it with a section of like number and subject matter for the purpose of authorizing the City's automated camera enforcement of traffic control regulations, to read as follows:

Sec. 70-961. Automated camera enforcement of traffic control regulations.

(a) *Definitions.* For the purpose of this section, the following words and phrases shall have the meaning given herein:

- (1) *Artificial intelligence system:* A technological system that, autonomously or partly autonomously, processes data related to human activities through use of a genetic algorithm, a neural network, machine learning or another technique to generate content or make decisions, recommendations, or predictions. It does not include passive computing infrastructure intermediary technology that does not influence or determine the outcome of decision, make or aid in decisions, inform policy implementation, or collect data or observations, such as web hosting, domain registration, networking, caching, data storage, or cybersecurity.
- (2) *Authorized employees:* Employees of the Kansas City Police Department ("KCPD") who are commissioned officers and who are authorized by the Chief of the KCPD to access the images, video, and data collected by the City's automated camera enforcement system.
- (3) *Automated camera enforcement system:* A system that:
 - i. Consists of cameras installed or deployed to work in conjunction with electrically operated traffic control signals or other methods of activation or detection;
 - ii. Is capable of recording the date and time of the alleged violation;
 - iii. Is capable of recording the time elapsed under the red light;
 - iv. Is capable of recording the speed of the vehicle involved in the alleged violation;

- v. Is capable of recording and producing video footage of the incident which is an alleged violation of an ordinance of the City of Kansas City; and
 - vi. Is capable of taking and producing not less than four (4) high-resolution color digital recorded images that show the incident which is an alleged violation of an ordinance of the City of Kansas City, including, at a minimum:
 - 1. An image before the alleged violation occurred, that shows the front or back of the vehicle involved in the alleged violation;
 - 2. An image after the incident occurred, that shows the front or back of the vehicle involved in the alleged violation;
 - 3. The license plate of the vehicle involved in the alleged violation; and
 - 4. The face of the operator of the vehicle involved in the alleged violation.
- (4) *Operator*: The individual driving and/or in possession of a vehicle.
- (5) *Recorded Images*. Photographs, digital images, microphotographs, micrographs, videotape, digital video, or other recorded images.
- (6) *Surveillance program*. Any program, electronic or otherwise, that has its primary purpose the monitoring of the behavior or activities of a person or people or gathering information on a person or people.
- (7) *Traffic violation*. Either a red-light violation or a vehicular speeding violation.
- (b) *Automated camera enforcement system authorized*.
- (1) System authorized. An automated camera enforcement system is hereby authorized to be installed and operated within the City for the purpose of detecting traffic violations at intersections or other system locations.
 - (2) Locations. Specific system locations shall be determined from time to time by the director of public works in conjunction with, but not limited to, the following information:
 - i. Data on vehicular crash locations in the City, including side impact and turning crashes, crashes involving pedestrians and bicyclists, and crashes resulting in injuries or fatalities;

- ii. Data on traffic control ordinance violations, including violations pertaining to the running of red lights, vehicular crashes, and speeding;
- iii. Traffic volume on streets or highways associated with potential locations;
- iv. Equity and environmental factors associated with potential locations; and
- v. Community feedback regarding intersections of concern in the City.

(c) *Authorized use of automated camera enforcement system.* The automated camera enforcement system may be used by the KCPD to issue violation notices for alleged violations of City ordinances and state laws. Only authorized employees may access the system provided by the automated camera enforcement system vendor that collects, stores, and provides recorded images and other data for the City's automated camera enforcement program.

(d) *Designation of authorized employees.* No later than sixty (60) days prior to the first date the automated camera enforcement system becomes operations, the KCPD shall inform the Director of Public Works of the employees who will be designated as authorized employees. The KCPD shall inform the Director of Public Works of any additional employees designated as authorized employees no later than one (1) week prior to such individuals gaining access to the system provided by the automated camera system vendor that collects, stores, and provides recorded images and other data for the City's automated camera enforcement program.

(e) *Probable Cause.* Authorized employees shall examine the images and other data collected pursuant to this section to determine whether probable cause exists for a violation of City ordinances or state laws. For any alleged traffic violations, probable cause shall not exist unless the identity of the operator of the vehicle at the time of the alleged violation is determined. An authorized employee may use any lawful means to identify an individual allegedly violating any City ordinance or state law, but in no instance shall artificial intelligence systems, as defined in Section 70-961(a), be used to identify the individual. Probable cause for alleged traffic violations detected through the automated camera enforcement system created under this section may be deemed to exist if it is in compliance with Supreme Court Rule 37 and if the recorded images and other data show the following:

- (1) An alleged violation of the ordinances of the City of Kansas City or state laws;
- (2) The date and time of the alleged violation;
- (3) The vehicle involved in the alleged violation;
- (4) The letters or numbers on the vehicle's license plate or temporary tag, as well as the state in which the license plate or temporary tag was issued;
- (5) The face of the operator of the vehicle;

(6) The traffic control signal while it is emitting a steady red signal, as applicable; and

(7) The speed of the vehicle, as applicable.

(f) *Prosecution.*

(1) The prosecution for an alleged violation of City ordinance or state law utilizing information from the automated camera enforcement system shall be conducted in compliance with Missouri Supreme Court Rules, including Rule 37 or its successor.

(2) A notice of a traffic violation, including a red-light violation, alleged as a result of the automated camera enforcement system created under this section shall only be issued to an individual who authorized employees have determined, pursuant to subsection (e) above, was the operator of the vehicle at the time of the alleged violation. The notice of violation shall comply with the requirements of Missouri Supreme Court Rule 37.33 or its successor, and shall also provide the following information gathered from the recorded alleged violation, including:

i. The date and time of the alleged red light violation;

ii. The time elapsed under the red light, as applicable;

iii. The speed of the vehicle involved in the red light violation, as applicable;

iv. How to access any video footage of the alleged traffic violation; and

v. Any images that show the alleged traffic violation including, at a minimum:

1. An image before the violation occurred, that shows the front or back of the vehicle involved in the alleged violation;

2. An image after the incident occurred, that shows the front or back of the vehicle involved in the alleged violation;

3. The license plate of the vehicle involved in the alleged violation; and

4. The face of the operator of the vehicle involved in the traffic violation.

(g) *Prohibited use of automated camera enforcement system.* In no instance shall the automated camera enforcement system be used by the KCPD or any authorized employees for or in support of any of the following:

- (1) Prosecuting, issuing violation notices, or other enforcement activities for:
 - i. A red-light violation for a legal right turn made after the operator of a vehicle brings the vehicle to a complete stop at a red light such that the wheels of the vehicle stop moving;
 - ii. Activity protected under the First Amendment;
 - iii. The sleeping, camping, eating, sitting, or asking for money or resources in public spaces by unhoused persons; or
 - iv. Activities part of or otherwise in support of any surveillance program or artificial intelligence system, as defined by section 70-961(a).

- (2) In no instance shall the KCPD or any authorized employee provide access to, share, or otherwise make available or accessible the recorded images and other data collected through the City's automated camera enforcement system to or for:
 - i. Any artificial intelligence system, as defined by section 70-961(a), including, but not limited to facial recognition systems;
 - ii. Any electronic surveillance program of citizens, as defined in Section 70-961(a);
 - iii. Any individuals, parties, or entities who are not authorized employees, other than individuals, parties, or entities involved in the prosecution of, defense against, or adjudication of an alleged violation detected through the automated camera enforcement system; or
 - iv. Any purpose other than for the implementation and administration of the City's automated camera enforcement system.

(h) *Public awareness.*

- (1) The Director of Public Works, in partnership with the KCPD and any other City departments as may be necessary, shall develop strategies to raise public awareness of the implementation of the automated camera enforcement system in the City. Such awareness strategies shall be implemented by the Director of Public Works, in partnership with the KCPD and any other City departments as may be necessary, no less than sixty (60) days prior to the first date the automated camera enforcement system becomes operational.

- (2) Any automated camera enforcement system located on a street or highway must be identified by appropriate warning signs conspicuously posted either at the major roadways entering the City, or not more than three hundred (300) feet from

the location of the automated camera enforcement system location. The placement of all advance warning signs must be approved by the Director of Public Works, working in partnership with the KCPD and any other City departments as may be necessary.

(i) *Program assessment.*

(1) One (1) year following the first date the automated camera enforcement system become operational in the City, and every year thereafter, the Director of Public Works shall compile information assessing the outcomes of the automated camera enforcement system program created by this section, including the following:

- i. The number of crashes at each intersection where an automated camera enforcement system has been installed or deployed;
- ii. The number of crashes at intersections where an automated camera enforcement system has not been installed or deployed;
- iii. The number of violations issued utilizing the automated camera enforcement system;
- iv. The number of violations issued utilizing the automated camera enforcement system at each intersection where an automated camera enforcement system has been installed or deployed;
- v. The number of violations issued utilizing the automated camera enforcement system, by zip code where the violation allegedly occurred;
- vi. Anonymized demographic data, to the extent it is available, of individuals who have received violations through the automated camera enforcement system, including their race and residential zip code; and
- vii. Information regarding the cameras in use, including:
 1. The number of cameras;
 2. The location of cameras;
 3. The time intervals for which the recorded images and other data collected by the automated camera enforcement system are stored and destroyed; and
 4. As authorized under Chapter 610, RSMo, or its successor, the authorized employees who have access to the system provided by the automated camera enforcement system vendor that collects,

stores, and provides recorded images and other data for the City's automated camera enforcement program.

- (2) The Director of Public Works shall provide a copy of the compiled information to the City Council.
- (3) As part of this annual assessment, the Director of Public Works, in partnership with the KCPD, determine whether to install or deploy automated camera enforcement systems at additional intersections, or to remove existing installed or deployed automated camera enforcement systems from intersections.

(j) *Revenue.* All fines issued by the courts pursuant to traffic violations prosecuted utilizing the automated camera enforcement system shall be paid to and through the courts, with monies distributed by the court according to law. Fines shall not be collected or paid directly to the vendor. Any revenue received by the City from the courts as a result of the automated camera enforcement system shall be used exclusively for the following purposes:

- (1) City and administrative court costs associated with the automated camera enforcement system created under this section; and
- (2) The remainder shall be deposited into a fund to be used solely for the improvement of traffic safety throughout the City.

Section 2. That the City Manager is hereby directed to issue a request for proposals to select a vendor for an automated camera enforcement system. Such request for proposals shall include, but not be limited to, the following requests for information:

- a. The vendor's ability to provide an automated camera enforcement system that meets, at minimum, the qualifications outlined in this Section Two;
- b. The vendor's ability to install, maintain and quickly repair all automated camera enforcement system equipment;
- c. The vendor's ability to cover all associated costs of implementation, installation, maintenance, repair, and operation of an automated camera enforcement system, and their proposed cost-sharing model with the City for doing so;
- d. The vendor's ability to provide and maintain signage required under this Ordinance;
- e. The vendor's ability to review footage for potential violations of City ordinances and state law and communicate such potential violations to the KCPD;
- f. The vendor's ability to assist in determining the identity of the operator of a vehicle allegedly committing a traffic violation;

- g. The vendor's ability to allow authorized employees of the KCPD to access or view, at any time, recorded images captured through the City's automated camera enforcement program;
- h. The vendor's ability to safeguard all recorded images and other data the vendor collects through the City's automated camera enforcement system from unauthorized access, including but not limited to the vendor's use of encryption, compliance with CRS standards, and access control mechanisms;
- i. The vendor's ability to ensure that all recorded images and other data the vendor collects through the City's automated camera enforcement system are accessed only by authorized employees;
- j. The vendor's data selling practices, and ability and willingness to ensure that no recorded images or other data the vendor collects through the City's automated camera enforcement system is sold, distributed, viewed, or otherwise exchanged for any value;
- k. The vendor's ability to maintain an audit log of individuals who access the recorded images and other data the vendor collects through the City's automated camera enforcement system;
- l. The vendor's ability to retain and destroy recorded images and other data the vendor collects through the City's automated camera enforcement system, including at intervals as directed by the City;
- m. The vendor's ability to provide individuals who receive a violation notice under this ordinance alleging a violation of City ordinance or state law with the recorded images collected by the City's automated camera enforcement system relating to the alleged violation;
- n. The vendor's ability to support the production of separate violation notices, one of which will include all the alleged violator's information that will be provided to the alleged violator, and one of which will be redacted of the alleged violator's sensitive personal information that will be entered on the court record; and
- o. The vendor's ability to meet any applicable requirements established by the State of Missouri and federal law for automated camera enforcement systems.

Section 3. In addition to the information requested above, a vendor to provide an automated camera enforcement system shall also meet the following requirements:

- a. **Minimum Vendor System Requirements.** The system provided by the vendor shall provide authorized employees with the ability to review potential violations for tickets to be issued. The system shall further allow authorized employees to

retrieve, at any time, recorded images captured through the City's automated camera enforcement program.

- b. Vendor Maintenance Requirements. The vendor selected shall be responsible for the installation, implementation, maintenance, and repair of the automated camera enforcement system equipment and software and all costs associated therein. In the event of automated camera enforcement system equipment failure, malfunction, damage, or other circumstances which render the automated camera enforcement equipment less effective, negatively impact operations under this ordinance, or otherwise necessitate maintenance, the vendor shall quickly repair and return to operational status all automated camera enforcement system equipment. The vendor shall also be responsible for the installation, implementation, maintenance and repair of signage required under this ordinance.
- c. Vendor Information Protection Requirements. The vendor selected shall safeguard all recorded images and other data the vendor collects through the City's automated camera enforcement system from access by individuals other than authorized employees. The vendor shall ensure that all recorded images and other data the vendor collects through the City's automated camera enforcement system are accessed only by authorized employees or as otherwise provided by law or required by official duties for a purpose authorized by law.
- d. Vendor Prohibitions. In no instance shall the vendor sell or otherwise provide access to, share, or otherwise make available or accessible the recorded images and other data collected through the City's automated camera enforcement system for anything of value. The vendor shall not provide access to, share, sell, or otherwise make available or accessible images, video, and other data the vendor collects through the City's automated camera enforcement system to or for:
 - i. Any artificial intelligence system, as defined in section 70-961(a), including, but not limited, to facial recognition systems;
 - ii. Any electronic surveillance program of citizens, as defined in section 70-961(a);
 - iii. Any individuals, parties, or entities who are not authorized employees, other than individuals, parties, or entities involved in the prosecution of, defense against, or adjudication of an alleged violation detected through the automated camera enforcement system created under this ordinance; or
 - iv. Any purpose other than for the implementation and administration of the City's automated camera enforcement system.
- e. Other Vendor Requirements. The operation of the automated camera enforcement system and the vendor must comply with the requirements for admission of photographic and video evidence under the "silent witness doctrine" in *State v.*

Moyle, 532 S.W.3d 733 (Mo.App.W.D. 2017), and *State v. Whittier*, 591 S.W.3d 19 (Mo.App.E.D. 2019), provided that precedent is not overturned, to provide a live witness to testify at trials pertaining to violations issued pursuant to this ordinance, and to establish any legal foundation that may be necessary in order for video from unattended cameras operating pursuant to this ordinance to be submitted as evidence for such trials.

..end

Approved as to form:

Andrew Bonkowski
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240409

Submitted Department/Preparer: Mayor/Council's Office

Revised 11/01/23

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Sponsor: Mayor Quinton Lucas

Amending Chapter 70, Code of Ordinances, Traffic and Vehicles, by repealing and replacing Section 70-961, for the purpose of authorizing the City's automated camera enforcement system; directing the City Manager to issue a request for proposals to select a vendor for the automated camera enforcement system; and directing the City Manager to include certain requirements in the request for proposals

Discussion

Sponsor: Mayor Quinton Lucas

Amending Chapter 70, Code of Ordinances, Traffic and Vehicles, by repealing and replacing Section 70-961, for the purpose of authorizing the City's automated camera enforcement system; directing the City Manager to issue a request for proposals to select a vendor for the automated camera enforcement system; and directing the City Manager to include certain requirements in the request for proposals

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
N/A
3. How does the legislation affect the current fiscal year?
N/A
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
No
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
No

Office of Management and Budget Review

(OMB Staff will complete this section.)

1. This legislation is supported by the general fund. Yes No
2. This fund has a structural imbalance. Yes No
3. Account string has been verified/confirmed. Yes No

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
 - Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
 - Enhance the City's connectivity, resiliency, and equity through a better-connected multi-modal transportation system for all users.
 - Build on existing strengths while developing a comprehensive transportation plan for the future.
 - Develop environmentally sustainable infrastructure strategies that improve quality of life and foster economic growth.
 - Ensure adequate resources are provided for continued maintenance of existing infrastructure.
 - Focus on delivery of safe connections to schools.

Prior Legislation

Click or tap here to list prior, related ordinances/resolutions.

Service Level Impacts

Click or tap here to provide a description of how this ordinance will impact service levels. List any related key performance indicators and impact.

Other Impacts

1. What will be the potential health impacts to any affected groups?
Reduces traffic deaths

2. How have those groups been engaged and involved in the development of this ordinance?
N/A

3. How does this legislation contribute to a sustainable Kansas City?
Reducing traffic deaths attract residents to area

4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

No - CREO's review is not applicable (Press tab after selecting)

Please provide reasoning why not:

Click or tap here to enter text.

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?

No(Press tab after selecting)



File #: 240483

ORDINANCE NO. 240483

Sponsor: Director of Law Department

Authorizing the City Attorney to execute an \$80,000.00 contract amendment with Foulston Siefkin LLP to continue to provide representation on natural gas regulatory issues at the new Airport Terminal Operations before the Missouri Public Service Commission and advise on all natural gas procurement issues for a total contract amount of \$245,000.00; and authorizing the City Attorney to further amend the contract.

WHEREAS, the City has previously entered a sole source contract and contract amendments with the Foulston Siefkin LLP (the "Firm") in the amount of \$165,000.00; and

WHEREAS, prior to this proposed amendment, the Firm represented the City: on natural gas regulatory issues at the Airport Terminal Operations before the Missouri Public Service Commission; on negotiations with Symmetry Energy Solutions, LLC on the February 2021 Disputed Natural Gas Invoices; and advised the City on contracts for natural gas and natural gas transportation services, and natural gas procurement issues; and

WHEREAS, the City needs to amend the contract in the amount of \$80,000.00 so the Firm can continue legal representation of the City on Airport natural gas regulatory issues and to continue to advise the City on procurement issues for natural gas and natural gas transportation services; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Attorney is authorized to execute an \$80,000.00 contract amendment with Foulston Siefkin LLP to continue to provide representation on natural gas regulatory issues at the new Airport Terminal Operations before the Missouri Public Service Commission and advise on all natural gas procurement issues for a total contract amount of \$245,000.00.

Section 2. That the sum of \$80,000.00 is authorized from funds previously appropriated in Aviation Account No. 25-8300-621000-610240 to the Law Department Account No. 1000-131506-610120, Legal Services.

Section 3. That the City Attorney is authorized to amend and extend the sole source specialized legal services contract with Foulston Siefkin LLP without additional City Council authorization.

..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:

Jim Brady
Senior Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240483

Submitted Department/Preparer: Law

Revised 11/01/23

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Sponsor: Director of the Law Department

This ordinance authorizes the City Attorney to execute an \$80,000.00 contract amendment (funded by the Aviation Department) with Foulston Siefkin LLP to continue to provide representation on natural gas regulatory issues at the new Airport Terminal Operations before the Missouri Public Service Commission and advise on all natural gas procurement issues.

Discussion

This \$80,000.00 contract amendment (funded by the Aviation Department) will enable Foulston Siefkin LLP to continue to provide representation on natural gas regulatory issues at the new Airport Terminal Operations before the Missouri Public Service Commission and advise on all natural gas procurement issues. Because this contract involves an adversarial process that may escalate, the ordinance requests City Council authorization to further amend the contract with Aviation Department's funds without an additional ordinance.

Prior to this proposed amendment, the Firm represented the City: on natural gas regulatory issues at the Airport Terminal Operations before the Missouri Public Service Commission, on negotiations with Symmetry Energy Solutions, LLC on the February 2021 Disputed Natural Gas Invoices, and advised the City on contracts for natural gas and natural gas transportation services, and natural gas procurement issues.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No

2. What is the funding source?

25-8300-621000-610240 Aviation Fund

25-1000-131506-610120 General Fund

3. How does the legislation affect the current fiscal year?

No change

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.

Due to the fact that this is an adversial proceeding before the MPSC, it may require additional funding.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?

No

Office of Management and Budget Review

(OMB Staff will complete this section.)

1. This legislation is supported by the general fund. Yes No
2. This fund has a structural imbalance. Yes No
3. Account string has been verified/confirmed. Yes No

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
- Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
 - Enhance the City's connectivity, resiliency, and equity through a better-connected multi-modal transportation system for all users.
 - Build on existing strengths while developing a comprehensive transportation plan for the future.
 - Develop environmentally sustainable infrastructure strategies that improve quality of life and foster economic growth.
 - Ensure adequate resources are provided for continued maintenance of existing infrastructure.
 - Focus on delivery of safe connections to schools.

Prior Legislation

220683

Service Level Impacts

Click or tap here to provide a description of how this ordinance will impact service levels. List any related key performance indicators and impact.

Other Impacts

1. What will be the potential health impacts to any affected groups?
No
2. How have those groups been engaged and involved in the development of this ordinance?
No
3. How does this legislation contribute to a sustainable Kansas City?
No
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

No - CREO's review is not applicable (Press tab after selecting)

Please provide reasoning why not:

Click or tap here to enter text.

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?
No(Press tab after selecting)



April 3, 2024

In 2024, the Foundation created a transitional grants portfolio, designed exclusively for existing grantees whose grants closed in the past year, to provide continuity and support as the Foundation finalized its strategic plan.

Thank you for your commitment to providing access to opportunities for people to improve their lives and achieve financial stability, upward mobility, and economic prosperity. We sincerely appreciate your work in the community.

On behalf of the Ewing Marion Kauffman Foundation, I am pleased to inform you that a grant totaling \$150,000.00 has been awarded to City of Kansas City, Missouri. A payment in the amount of \$150,000.00 will be forthcoming. The charitable purpose of this grant is to support for 2024 general operating expenses for KC BizCare.

This grant does not preclude your organization from applying for future grant funds from the Foundation.

Please see attached for the terms of the grant. If you have any questions about the grant, please contact me at swebb@kauffman.org

We are pleased to support you in this endeavor and wish you success.

EWING MARION KAUFFMAN FOUNDATION ("the Foundation")

GRANTEE: City of Kansas City, Missouri
CONTACT: Nia Richardson
AMOUNT: \$150,000.00 (Refer to Exhibit A - Budget)
PROJECT DATES: March 31, 2024 through December 31, 2024
ID: RG-202402-14732

GRANT PURPOSE

Support for 2024 general operating expenses for KC BizCare.

GRANT TERMS

1. **Use of Grant Funds.** You may use the grant funds only for the purposes stated above and must apply grant funds to the line items listed on the budget attached as **Exhibit A**. All uses of the grant funds must be consistent with religious, charitable, scientific, literary, or educational purposes within the meaning of the Internal Revenue Code, as amended. In addition:
 - Any line item deviation from the itemized budget may not exceed 10% or \$1,000.00 (whichever is greater), without prior approval by the program officer assigned to this grant.
 - All unused grant funds should be returned directly to the Foundation at the end of the grant period, or upon termination of the grant, whichever is earlier.
 - You acknowledge that the Foundation has not earmarked the grant funds or any portion thereof for distribution to any individual other than as compensation for services rendered in furtherance of the grant.
 - If you are regranteeing funds to other organizations, you acknowledge that (i) you retain full discretion and control over the selection of recipient organizations, (ii) neither the Foundation nor its personnel has been or will be involved in recipient selection, and (iii) the funds you regrantee will be used exclusively for charitable purposes as described in Section 170(c)(2)(B) of the Code.
2. **Grant Payments and Reports.** The Payment and Reporting Schedule is contained in **Exhibit B**. Grant funds will be paid provided that applicable conditions and milestones have been met, that previously paid amounts have been expended as expected, and that there is satisfactory progress in achieving the purpose of the grant. Payments may be withheld and/or the grant terminated if the Grantee is not able to meet these or other obligations. Progress and Final reports are to be used to detail such progress. It is extremely important that such reports are received by the due dates noted in **Exhibit B**, as the Foundation may withhold payment until the past due report is received, and may terminate the grant if reporting is consistently late or absent.
3. **Exempt Organization Status.** You certify that the Internal Revenue Service has determined you are:
 - a tax-exempt organization under Section 115 of the Code; or

- a state or a political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B); or
- a tax-exempt organization under Section 501(c)(3) of the Code; and
 - a. not a "private grant making foundation" nor
 - b. a "non-functionally integrated Type III supporting organization" within the meaning of Code Section 509(a).

You will immediately inform the Foundation of any change in or challenge to the status you certified in Section 3 above.

4. **Lobbying or Political Activities.** None of the funds provided by the Foundation may be used for lobbying or political activities.
5. **Grant Termination.** The Foundation, at its sole option and discretion, may terminate the grant at any time if: (i) your tax-exempt status changes, (ii) you become unable to carry out the purposes of the grant, (iii) you cease to be an appropriate means of accomplishing the purposes of the grant, (iv) you fail to comply with any of the conditions of the grant, (v) the Foundation is not satisfied with the quality of work or progress toward achieving the purpose of the grant, or (vi) the Foundation believes that you cannot satisfactorily complete the purpose of the grant within the identified timeline.

If for any reason the grant is terminated or expires, you will provide a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination. You will return any grant funds that are not yet expended as permitted by this Grant (funds that have been irrevocably committed to pay to a third party under a non-cancellable agreement may be retained and paid to the third party in fulfillment of your obligations under such agreement). Such non-cancellable agreements should be avoided whenever reasonably possible.

6. **Quality Assurance.** Grantee agrees to cooperate with the Foundation's efforts to assess quality of work done and progress toward achieving the purpose of grant, including possible on-site visits. Grantee will also maintain records of receipts and expenditures and shall make all books and records and supporting documentation related to this grant available to the Foundation or its representative at reasonable time.
7. **Publicity and Acknowledgement of Support.** You agree to cooperate with the Foundation on publicity related to the grant. All written material, exhibits or interviews related to the grant must acknowledge the Foundation's support and refer to the Foundation by its full name: The Ewing Marion Kauffman Foundation. You should provide the Foundation with advance drafts of any public statements or promotional content for its review at least two weeks before the expected release date. At a minimum or unless otherwise requested by the Foundation, any work funded by the Foundation and subsequently published by you must include the following language: "This work/research was funded by the Ewing Marion Kauffman Foundation. The contents of this publication are solely the responsibility of Grantee."

This document contains the complete understanding of the Foundation and Grantee regarding this grant, and the document's terms and conditions may not be changed except by written agreement signed by an authorized representative of both the Foundation and Grantee. The Foundation's failure to enforce any of the provisions of this document shall not be deemed a waiver of such provision(s) or of any prior or subsequent breach.

EXHIBIT A - BUDGET

Item	Amount
Food Based Business Grants	\$100,000.00
Technical Assistance and Resources	\$40,000.00
Administrative	\$10,000.00
Total	\$150,000.00

EXHIBIT B – PAYMENT SCHEDULE

Payment Schedule:

Within 30 days after receipt of signed grant agreement \$150,000.00

Report Schedule: N/A

EXHIBIT C - KEY METRICS

Key Metrics
N/A

EXHIBIT D - INTELLECTUAL PROPERTY RIGHTS

Any reports, articles, working papers, conference proceedings, data, programs, modules, manuals, curricula, books, television shows, radio shows, web site, software (including both source code and object code) or other work product created by you, or on your behalf, in furtherance of the purposes of this grant (the "Work Product") will remain your property. You will ensure that, to the best of your knowledge, the Work Product does not infringe on or violate the rights of others, including intellectual property and privacy rights, or any law or regulation. You will also ensure that all such Work Product is original with you, owned by you, or that you otherwise have the rights to provide the license set forth below. You agree to provide a copy of the final Work Product to the Foundation as part of the Final Report.

You agree to and do hereby grant to the Foundation a worldwide, royalty free, non-exclusive, irrevocable, license in perpetuity to copy, disseminate, publicly display and perform, create and own derivate works from, sub-license, and otherwise use the Work Product and any revisions, modification or derivatives of it, in any and all languages and media of expression, whether now known or hereafter created, provided that such use is consistent with the Foundation's charitable, educational and tax exempt purposes. You understand and agree that this license is a material part of the Foundation's grant to you and that among the purposes of such license is ensuring that the Work Product is made publicly available in furtherance of the charitable, scientific, literary, or educational purpose of this grant.

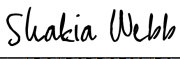
The Foundation agrees that it will not unreasonably withhold its consent to relinquishing the above license upon request by a reputable publisher in connection with publication or dissemination of the Work Product. You agree to inform the Foundation of any such request from the publisher and the Foundation will provide written evidence of having relinquished the license unless the Foundation reasonably and in good faith believes that such relinquishment is not likely to result in making the Work Product publicly available.

The provisions of this Exhibit D survive expiration or termination of this grant.

EXHIBIT E - DETERMINATION OF RECIPIENT FOR TRAVEL OR STUDY STIPENDS

As of the date of the awarding of this grant, the recipients of any travel or study stipends to be paid under this grant have not been determined and City of Kansas City, Missouri acknowledges that the Foundation has no role in determining or identifying the recipients of a travel or study stipend to be awarded hereunder. City of Kansas City, Missouri will award any travel or study stipends on an objective and nondiscriminatory basis.

If you have any questions about the grant, please contact your program officer listed below.

DocuSigned by:

ABCAD8DDCE904D3...

Shakia Webb

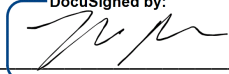
4/4/2024

Date

4801 Rockhill Road
Kansas City, Missouri 64110-2046
e-mail: swebb@kauffman.org / www.kauffman.org

The foregoing conditions are hereby accepted and agreed to as of the date indicated.

City of Kansas City, Missouri

By: 

(Signature of Authorized Official)
BF954282F7674E4

Title: Managing Director -KC BIZCARE

Date: 4/4/2024