

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JANUARY 17, 2017
REGULAR SESSION No. 42
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Invocation
Pledge of Allegiance
Roll Call

Public Comments

Communication from the Mayor

Communication from the City Administrator

Committee Reports

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular January 3, 2017 Board of Aldermen meeting minutes.

REGULAR AGENDA

OLD BUSINESS

- 2. SECOND READING: Bill No. 6436-17, Section XIII. AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE JACKSON COUNTY BOARD OF ELECTION COMMISSIONERS TO UTILIZE CITY HALL AS A POLLING PLACE FOR THE 2017 CALENDAR YEAR.** Point of Contact: Teresa Henry, City Clerk.

NEW BUSINESS

- 3. FIRST READING: Bill No. 6437-17, Section V-A. AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$56,335.00 FOR FISCAL YEAR 2016-2017.** Point of Contact: Ray Haydaripoor, Interim Development & Public Affairs Director.
- 4. R-2934-17: A RESOLUTION APPROVING THE APPOINTMENT OF RAY HAYDARIPOOR AS THE DEVELOPMENT & PUBLIC AFFAIRS DIRECTOR FOR THE CITY.** Point of Contract: Tom Cole, City Administrator.
- 5. R-2935-17: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH TRUMAN HERITAGE HABITAT FOR HUMANITY FOR THE OPERATION OF A MINOR HOME REPAIR PROGRAM IN AN AMOUNT NOT TO EXCEED \$20,000.00.** Point of Contract: Ray Haydaripoor, Interim Development & Public Affairs Director.

6. **R-2936-17: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH RAYTOWN ANIMAL HOSPITAL, INC. FOR VETERINARY SERVICES ASSOCIATED WITH ANIMAL CONTROL IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2016-2017. Point of Contact: Ray Haydaripoor, Interim Development & Public Affairs Director.
7. **R-2937-17: A RESOLUTION** AUTHORIZING THE CONTINUATION OF AN AGREEMENT WITH RAYTOWN ANIMAL HOSPITAL, INC. FOR ANIMAL BOARDING SERVICES ASSOCIATED WITH ANIMAL CONTROL IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2016-2017. Point of Contact: Ray Haydaripoor, Interim Development & Public Affairs Director.
8. **R-2938-17: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH STIVERS STAFFING SERVICES, INC. IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2016-2017. Point of Contact: Teresa Henry, City Clerk.
9. **R-2939-17: A RESOLUTION** AUTHORIZING AND APPROVING THE REPURPOSING OF A 2009 GMC SAVANNA AMBULANCE. Point of Contact: Jim Lynch, Police Chief.
10. **R-2940-17: A RESOLUTION** AUTHORIZING AND APPROVING A CONTINUATION OF AN EXISTING SERVICE AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN AND MCKESSON FOR EMS BILLING SERVICES AND SUPPLIES INCLUDING INTEGRATED PATIENT CARE REPORTING SOFTWARE AND RELATED HARDWARE AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$77,220.00 FOR FISCAL YEAR 2016-2017. Point of Contract: Doug Jonesi, Emergency Medical Services Director.
11. **R-2941-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF MEDICAL SUPPLIES FROM MOORE MEDICAL LLC. OFF THE MID-AMERICA REGIONAL COUNCIL EMERGENCY RESCUE COMMITTEE (MARCER) COOPERATIVE PURCHASE CONTRACT IN AN AMOUNT NOT TO EXCEED \$60,779.00 FOR FISCAL YEAR 2016-2017. Point of Contract: Doug Jonesi, Emergency Medical Services Director.

ADJOURNMENT

DRAFT
MINUTES
RAYTOWN BOARD OF ALDERMEN
JANUARY 3, 2017
REGULAR SESSION No. 41
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Mayor Michael McDonough called the January 3, 2017 Board of Aldermen meeting to order at 7:00 p.m. Sue Klotz of Raytown Interfaith Alliance provided the invocation and led the pledge of allegiance.

Roll Call

The roll was called and the attendance was as follows:

Present: Alderman Mark Moore, Alderman Jim Aziere, Alderman Bill Van Buskirk, Alderman Steve Meyers, Alderman Jason Greene, Alderman Janet Emerson

Absent: Aldermen Eric Teeman, Alderman Karen Black (Alderman Black joined the group at 7:05 pm)

Public Comments

None.

Communication from the Mayor

Mayor McDonough wished everyone a Happy New Year and welcomed Tom Cole as the new City Administrator, Briana Burrichter as Finance Director, and Kati Horner Gonzales as Public Works Director.

Alderman Black joined the meeting at 7:05 p.m.

Communication from the City Administrator

Tom Cole thanked everyone for entrusting him with this new position, and is looking forward to serving the community of Raytown. There is potential for a winter storm event Wednesday evening into Thursday morning, and Public Works is monitoring the weather and preparing to keep the streets clear. The role of Economic Development Administrator is now open and the position announcement has been posted. The first review of incoming resumes will be Friday, January 13, 2017 and we will be moving forward to fill this position as soon as possible. He complimented the Finance department on their handling of the tax season.

Committee Reports

None.

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular December 20, 2016 Board of Aldermen meeting minutes.

Alderman Moore, seconded by Alderman Emerson, made a motion to approve the consent agenda. The motion was approved by a vote of 7-0-1.

Ayes: Aldermen Moore, Emerson, Greene, Van Buskirk, Meyers, Aziere, Black

Nays: None

Absent: Alderman Teeman

REGULAR AGENDA

OLD BUSINESS

2. Public Hearing: A public hearing regarding the Floodplain Overlay District contained in Chapter 50.

2a. **SECOND READING: Bill No. 6431-16, Section XIII. AN ORDINANCE** REPEALING CHAPTER 50, DIVISION 11 AND APPROVING CHAPTER 50, DIVISION 11, SECTION 285 THROUGH 296 OF THE CODE OF ORDINANCES UPDATING THE FLOODPLAIN OVERLAY DISTRICT. Point of Contact: Kati Horner Gonzalez, Public Works Director.

The bill was read by title only by Teresa Henry, City Clerk.

Mayor McDonough opened the public hearing.

Jason Hanson, City Engineer, provided the Staff Report and remained available for discussion.

There was no public comment.

Discussion included this is to move our Floodplain regulations into compliance with the State of Missouri. This impacts any kind of development in any of the floodplains. Although there were no changes with the new mapping, we are required to adopt the new mapping and the new study.

Mayor McDonough closed the public hearing.

Alderman Emerson, seconded by Alderman Moore, made a motion to adopt. The motion was approved by a vote of 7-0-1.

Ayes: Aldermen Emerson, Moore, Black, Aziere, Greene, Meyers, Van Buskirk

Nays: None

Absent: Alderman Teeman

It became **ORDINANCE NO.: 5565-17**

3. Public Hearing: A public hearing regarding text amendments to the Land Use Table contained in Chapter 50.

3a. **SECOND READING: Bill No. 6432-16, Section XIII. AN ORDINANCE** AMENDING CHAPTER 50 (ZONING), SECTION 107 (LAND USE TABLE) OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, FOR THE PURPOSE OF UPDATING THE LAND USE TABLE IN THE ZONING ORDINANCE OF THE CITY OF RAYTOWN. Point of Contact: Scott Peterson, Planning & Zoning Coordinator.

The bill was read by title only by Teresa Henry, City Clerk.

Mayor McDonough opened the public hearing.

Scott Peterson, Development & Public Affairs, provided the Staff Report and remained available for discussion.

Discussion included this is the update to our Land Use Table and Zoning Chapter. The Planning & Zoning Commission unanimously recommended adoption.

Mayor McDonough closed the public hearing.

Alderman Van Buskirk, seconded by Alderman Greene, made a motion to adopt. The motion was approved by a vote of 7-0-1.

Ayes: Aldermen Van Buskirk, Greene, Meyers, Moore, Emerson, Aziere, Black
Nays: None
Absent: Alderman Teeman

It became **ORDINANCE NO.: 5566-17**

4. Public Hearing: A public hearing regarding text amendments relating to regulations governing public hearings that appear before the Planning & Zoning Commission.

4a. **SECOND READING: Bill No. 6433-16, Section XIII. AN ORDINANCE** AMENDING CHAPTER 50 (ZONING), SECTION 560 (RECEIPT OF APPLICATIONS) OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, FOR THE PURPOSE OF ESTABLISHING NEIGHBORHOOD INFORMATION MEETINGS FOR APPLICATIONS THAT APPEAR BEFORE THE PLANNING AND ZONING COMMISSION, AS WELL AS REQUIRING SAID APPLICATIONS TO POST SIGNAGE ON APPLICANT PROPERTIES NOTIFYING THE PUBLIC OF SAID PUBLIC HEARINGS. Point of Contact: Scott Peterson, Planning & Zoning Coordinator.

The bill was read by title only by Teresa Henry, City Clerk.

Mayor McDonough opened the public hearing.

Scott Peterson, Development & Public Affairs, provided the Staff Report and remained available for discussion.

Discussion included this is an effort to increase transparency for our public hearings that go before the Planning & Zoning Commission. It requires that all applicants for certain projects, such as re-zonings, site development plans, preliminary plats and conditional use permits would have to host neighborhood informational meetings up to two weeks prior to the Planning & Zoning Hearing, and report back to city staff on the nature of those meetings. In addition, they would be required to post a sign provided by the City of Raytown on the applicant property, notifying the public of the upcoming Planning & Zoning Commission Meeting. The Planning & Zoning Commission unanimously recommended approval. Other procedures will remain the same. The City will notify all residents within 185 feet of the property of the upcoming Planning & Zoning Meeting. The distance of 185 feet is standard for most communities.

Mayor McDonough closed the public hearing.

Alderman Jason Greene, seconded by Alderman Karen Black, made a motion to adopt. The motion was approved by a vote of 7-0-1.

Ayes: Aldermen Greene, Black, Moore, Van Buskirk, Aziere, Emerson, Meyers
Nays: None
Absent: Alderman Teeman

It became **ORDINANCE NO.: 5567-17**

5. **FIRST READING: Bill No. 6436-17, Section XIII. AN ORDINANCE** AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE JACKSON COUNTY BOARD OF ELECTION COMMISSIONERS TO UTILIZE CITY HALL AS A POLLING PLACE FOR THE 2017 CALENDAR YEAR. Point of Contact: Teresa Henry, City Clerk.

The bill was read by title only by Teresa Henry, City Clerk.

Teresa Henry, City Clerk, provided the Staff Report and remained available for discussion.

Discussion included the Jackson County Election Board reimburses the City \$80.00 for each use of City Hall as a polling place.

6. **R-2929-17: A RESOLUTION** AUTHORIZING AND APPROVING AN ORGANIZATION RESOLUTION AND AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND UMB BANK, N.A. Point of Contract: Teresa Henry, City Clerk.

The resolution was read by title only by Teresa Henry, City Clerk.

Teresa Henry, City Clerk, provided the Staff Report and remained available for discussion.

Discussion included the addition of signatures of new employees to the signature cards used by UMB Bank.

Alderman Aziere, seconded by Alderman Emerson, made a motion to adopt. The motion was approved by a vote of 7-0-1.

Ayes: Aldermen Aziere, Emerson, Van Buskirk, Greene, Moore, Black, Meyers

Nays: None

Absent: Alderman Teeman

7. **R-2930-17: A RESOLUTION** ACCEPTING A COMMUNITY GRANT FROM WAL-MART IN THE AMOUNT OF \$500.00 TO FURTHER THE CITY'S COMMUNITY EDUCATION PROGRAMS THROUGH THE EMERGENCY MEDICAL SERVICES DEPARTMENT AND AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO REFLECT THE INCREASE IN GRANT REVENUES. Point of Contact: Doug Jones, Emergency Medical Services Director.

The resolution was read by title only by Teresa Henry, City Clerk.

Kim LeSage, Administrative Assistant for EMS, provided the Staff Report and remained available for discussion.

Discussion included this is a small grant for the Child Safety Program and continuing education. The City of Raytown EMS has become widely known throughout the Metro Area for our Child Safety Program. The City provides free car seats for families who meet financial need criteria if seats remain available. We will also inspect car seats free of charge and provide education for families on appropriate use and installation.

Alderman Meyers, seconded by Alderman Emerson, made a motion to adopt. The motion was approved by a vote of 7-0-1.

Ayes: Aldermen Meyers, Emerson, Moore, Black, Greene, Van Buskirk, Aziere

Nays: None

Absent: Alderman Teeman

8. **R-2931-17: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT FOR MEDICAL DIRECTOR SERVICES BETWEEN TUCKER LIENHOP, D.O. AND THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Doug Jones, Emergency Medical Services Director.

The resolution was read by title only by Teresa Henry, City Clerk.

Doug Jones, Emergency Medical Services Director, provided the Staff Report and remained available for discussion.

Discussion included this is the renewal of our agreement with Dr. Lienhop, our City Medical Director. This function is required by the state for the City to provide Emergency Services.

Alderman Van Buskirk, seconded by Alderman Black, made a motion to adopt. The motion was approved by a vote of 7-0-1.

Ayes: Aldermen Van Buskirk, Black, Meyers, Greene, Emerson, Moore, Aziere
Nays: None
Absent: Alderman Teeman

9. **R-2932-17: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS TO GALLS, INC. FOR THE PURCHASE OF POLICE UNIFORMS AND MINOR EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$35,100.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Jim Lynch, Police Chief.

The resolution was read by title only by Teresa Henry, City Clerk.

Jim Lynch, Chief of Police, provided the Staff Report and remained available for discussion.

Alderman Van Buskirk, seconded by Alderman Greene, made a motion to adopt. The motion was approved by a vote of 7-0-1.

Ayes: Aldermen Van Buskirk, Greene, Moore, Black, Aziere, Emerson, Meyers
Nays: None
Absent: Alderman Teeman

10. **R-2933-17: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH INDEPENDENT SALT COMPANY FOR THE PURCHASE OF SALT FOR TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER IN AN AMOUNT NOT TO EXCEED \$50,232.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Kati Horner Gonzalez, Public Works Director.

The resolution was read by title only by Teresa Henry, City Clerk.

Tony Mesa, Public Works Superintendent, provided the Staff Report and remained available for discussion.

Discussion included this is the purchasing authority for the contract approved on May 17, 2016.

Alderman Moore, seconded by Alderman Greene, made a motion to adopt. The motion was approved by a vote of 7-0-1.

Ayes: Aldermen Moore, Greene, Aziere, Van Buskirk, Black, Meyers, Emerson
Nays: None
Absent: Alderman Teeman

DISCUSSION ITEM

11. **City Tagline.** Point of Contact: Tom Cole, City Administrator

Discussion included the Mayoral appointed Marketing Committee has been working since April to spruce up the city's marketing and branding. The two proposed taglines are "Raytown, City of Trails," and "Raytown, Blazing New Trails." While this item does not require a resolution or ordinance, the committee is seeking a vote or direction from the Board to adopt one of the taglines or reject and ask the committee to find something else.

Several Aldermen thanked the committee for their work. Independence has a similar tagline, Queen City of Trails. "Blazing New Trails" sounds more progressive. "City of Trails" emphasizes the historical aspect of the city. We want to move forward while preserving our heritage. Raytown includes four trails, Oregon, Santa Fe, California and the spur of the Katy Trail which is now the Rock Island Corridor. "Blazing New Trails" seemed to have more support.

CLOSED SESSION

Notice is hereby given that the Mayor and Board of Aldermen may conduct a closed session, pursuant to the following statutory provisions:

- 610.021(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information relating to the performance or merit of an individual employee is discussed or recorded; and/or
- 610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

Alderman Emerson, seconded by Alderman Van Buskirk, made a motion to move to closed session.

Ayes: Alderman Emerson, Van Buskirk, Greene, Meyers, Aziere, Black, Moore

Nays: None

Absent: Alderman Teeman

ADJOURNMENT

Alderman Jason Greene, seconded by Alderman Janet Emerson made a motion to adjourn. The motion was approved by a majority of those present.

The meeting adjourned at 8:38 p.m.

Teresa Henry, City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: January 11, 2017
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Bill No.: 6436-17
Section No.: V-A

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____



Action Requested: Approve a Poll Contract with the Jackson County Board of Election Commissioners.

Recommendation: Recommended for approval.

Analysis: This is a request for a cooperative agreement with Jackson County to provide a polling location for two precincts that serve the City. Under state law, public entities are required to provide polling locations to election authorities free of charge and City Hall has been used as a polling location for many years. The attached contract specifies the rights and responsibilities of the parties with respect to such use.

To continue the service, the City needs to approve a new contract with Jackson County.

Alternatives: Deny the request.

Fiscal Impact: None

Budgetary Impact

Not Applicable

AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE JACKSON COUNTY BOARD OF ELECTION COMMISSIONERS TO UTILIZE CITY HALL AS A POLLING PLACE FOR THE 2017 CALENDAR YEAR

WHEREAS, the Jackson County Election Board has requested to use the Raytown City Hall at 10000 East 59th Street as a polling place for the calendar year 2017; and

WHEREAS, pursuant to state statute, public facilities are required to be provided as polling places, free of charge.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – APPROVAL OF CONTRACT. That the poll contract(s) submitted by the Jackson County Board of Election Commissioners in connection with conducting elections in Jackson County and the use of the Raytown City Hall as a polling place for the calendar year 2017, the same being attached hereto and by this reference made a part hereof, is (are) hereby accepted and approved.

SECTION 2 – AUTHORITY TO EXECUTE DOCUMENTS. That the Mayor is hereby authorized to execute said contractual agreement(s) on behalf of the City and City Clerk is hereby authorized to attest the same.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 17th day of January, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

**CITY OF RAYTOWN
Request for Board Action**

Date: January 11, 2017 **Bill No.:** 6437-17
To: Mayor and Board of Aldermen **Section No.** V-A
From: Ray Haydaripoor, Interim Development & Public Affairs Director

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Approve a contract with the KCATA for the 2016-2017 Metro Bus Service.

Please note that the agreement attached is in draft form and contains the language requested by the Board of Aldermen at their January 10, 2017 Work Session. The KCATA Board will also need to approve the changes made to the agreement which should be before the second reading of this ordinance on February 7, 2017.

Analysis: This is a demand-response public transportation service (Metro Service) that the City has provided under contract with the KCATA since April 2001. The City of Kansas City, Missouri also pays the same amount as the City of Raytown to the KCATA for the Metro Bus Service as the service area extends beyond Raytown to make connections with the rest of the KCATA network to the north and to the south within Kansas City.

The hours of operation for the Metro Service are from 6:00 a.m. to 10:00 a.m.; and from 2:30 p.m. to 6:30 p.m., Monday through Friday. The proposed agreement would maintain that level of service at a cost of \$56,335.00. The operational cost is within the amount budgeted by the City for this service. This contract will be for a 12-month period that mirrors the City's budget year.

A presentation will be provided by the KCATA at a future Board of Aldermen meeting which will provide further details relating to the number of riders, origins and destinations of riders, and other service information over the past 12 months.

Alternatives: The City could choose not to participate in the Metro Bus Service and risk losing this benefit for our citizens.

Budgetary Impact:

- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Fund: Transportation Sales Tax
Account: Professional Services-204.62.00.100.52250
Budget: \$60,000.00
Amount: \$56,335.00

AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$56,335.00 FOR FISCAL YEAR 2016-2017

WHEREAS, the City of Raytown (the "City") is a city of the fourth class, with the authority pursuant to Chapter 70 of the Revised Statutes of the State of Missouri to enter into agreements with other political subdivisions; and

WHEREAS, the Kansas City Area Transportation Authority ("KCATA") is a body corporate and politic and a political subdivision of the states of Missouri and Kansas with the authority to enter into agreements with other political subdivisions; and

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the City desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, described generally in amounts and, more specifically, by formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December 1997; and

WHEREAS, the City of Raytown desires to enter into an agreement with the KCATA for transit services as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 - APPROVAL OF CONTRACT. That the Contract for Transit Services by and between the Kansas City Area Transportation Authority and the City of Raytown, Missouri, attached hereto and incorporated herein by reference, is hereby authorized and approved in an amount not to exceed \$56,335.00.

SECTION 2 - EXECUTION OF CONTRACT. That the City Administrator is authorized to execute the Contract and all documents necessary to the performance thereof, and the City Clerk is authorized to attest to the same.

SECTION 3 - REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 - SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 - EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 7th day of February, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney



November 17, 2016

Mr. John Benson
Director of Development and Public Affairs
City of Raytown
10000 E. 59th St.
Raytown, MO 64133

RE: Community Contract for 2016-2017 Metro Service

Dear Mr. Benson:

Please find enclosed two (2) partially signed copies of the Contract for Transit Services between the Kansas City Area Transportation Authority (KCATA) and the City of Raytown for the 12-month period of November 1, 2016, through October 31, 2017. Please have both copies signed and returned to me. We will return one fully executed copy for your files.

The 2016-2017 Contract for Transit Services is comprised of the following cost and credit components:

Service Cost	\$82,033
Estimated Passenger Revenue	(\$4,583)
Local Operating Share	\$51,085
Local Capital Share	\$5,250
Total Local Share	\$56,335

Please call me at (816) 346-0311 if there are any questions. We look forward to another year of partnering with the City of Raytown in providing Metro service.

Sincerely,

Donna Brown
Special Projects Manager

Enclosures

cc: Chuck Ferguson, Chief Planning Officer
Michael Graham, Chief Financial Officer
Dick Jarrold, VP – Regional Planning & Development

KANSAS CITY AREA TRANSPORTATION AUTHORITY

Contract for Transit Service

RAYTOWN, MISSOURI

THIS CONTRACT, entered into this ____ day of _____, 2016, by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas, and **RAYTOWN, MISSOURI** (hereinafter referred to as the "Community").

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, described generally in amounts and, more specifically, by formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December 1997.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

A. Public Mass Transit Service

1. The Community requests public transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B", be operated by the KCATA for the period November 1, 2016, through October 31, 2017, unless sooner terminated under Paragraph "7" of this Contract.
2. The level of service as generally set forth in Attachment "B" shall not be changed or be modified without the consent of the Community.
3. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the determination of the estimated deficit of the Community.

4. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$56,335** estimate is based on the following components of cost and revenue to applied to this Agreement:

Local Service Cost	\$82,033
Passenger Revenue	<u>\$(4,583)</u>
Estimated Operating Loss	\$77,450
Local Operating Share	\$51,085
Local Capital Share	<u>\$5,250</u>
Total Local Share	\$56,335

5. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract shall be the sum of **\$56,335**. If the actual total deficit and other factors are such that the KCATA deems the full Local Share is not required, the KCATA may require payment of less than the total Local Share, or reimburse the Community for a portion of the Local Share previously paid.
6. The method of payment of the Local Share provided for in Paragraph "4" is as follows:
- The Community's monthly Local Share will be one-twelfth of the Community's portion of the estimated total deficit amount.
 - The KCATA will invoice the Community for ninety percent (90%) of Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit ninety percent (90%) of the monthly Local Share by the first of the month service will be provided.
 - By the 20th of the month following the month in which service was provided, the KCATA will provide the City's Director of Development and Community Affairs, or the City Designee, with reports showing service capital and operating costs and revenue for Contract Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b". The report will detail Local Share and Federal and State Share amounts used to cover the month's service deficit. Any balance of Local Share subsidy required by the reconciliation will be invoiced at this time, to be paid within ten days.
 - For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "c", will not be prepared until the completion of the KCATA's annual audit. The invoice of November 15, provided for in Sub-paragraph "b" will require payment of the unexpended balance of the Community's Local Share.
7. When the estimated total operating loss of **\$77,450** is reached, KCATA's obligation

to furnish services shall terminate. The Community and KCATA may mutually agree to amend this Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy.

8. If for any reason the KCATA is unable to obtain the federal or state assistance, and/or the State of Missouri Public Transit Operating Assistance Grant as provided for in Paragraph "4" of this Contract, the Community will be immediately notified and this contract will be amended to provide additional Local Share subsidy or to adjust the level of service. If a satisfactory amendment is not agreed to after a reasonable period, KCATA's obligation to furnish services will terminate.
9. The KCATA shall indemnify, save and hold the Community harmless from any and all damage, loss or liability of any kind whatsoever arising out of this Contract, including, but not limited to, any loss occasioned by reason of any injury to property or third persons occasioned, in whole or in part, by any act, omission, neglect or wrongdoing of the KCATA, or any of its officers, agents, representatives or employees. At its own cost and expense, the KCATA will defend all losses arising there from.
10. The Community recognizes that the KCATA, as the principal public transportation operator in the region, is obligated to conform to various regulations and requirements of the Federal Transit Administration in order to maintain its eligibility for financial assistance pursuant to the Federal Transit Act. In this regard, the Community agrees to cooperate with the KCATA in meeting said regulations and requirements, and will not require the KCATA to violate said regulations and requirements. The Community will also cooperate with reasonable requests of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
11. The Community, at its expense, shall have the right to cause an audit to be made of the books and records of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.

B. Americans with Disabilities Act of 1990 Special Service Provision

WHEREAS, a contractual relationship with Raytown requires that the Community not require the KCATA to provide public transit services that are in conflict with the American with Disabilities Act of 1990 and subsequent federal regulations regarding compliance with this law, it is agreed:

1. The KCATA shall perform all functions necessary for the administration, management and operation of Complementary Paratransit inside the City of Raytown.
2. The Complementary Paratransit shall be provided through the department of the KCATA known as Share-A-Fare, and these services shall be called Share-A-Fare

service inside Raytown.

3. Complementary Paratransit is defined in 49 C.F.R. Part 37. In general, Complementary Paratransit is required to provide a comparable level of service whereby when all aspects of a transportation system are analyzed, equal opportunities to use the transportation system exist for all persons - individuals with and without disabilities.
4. Raytown shall reimburse the KCATA for the net cost to the KCATA, which is paid by the KCATA to its contractors that provide the transportation services inside Raytown. Raytown shall not be charged for the KCATA's administrative or dispatching expenses related to the service.
5. There will be a \$3.00 fare per trip charged to participants using Share-A-Fare service inside Raytown.
6. The KCATA shall render invoices to the City which shall include information on the number of Raytown Share-A-Fare participants, the number of trips provided of each type (ambulatory or non-ambulatory), the average cost for each type of trip, the average trip length of each type of trip, the total cost, and the net cost.
7. In no way does this contract obligate the KCATA to insure that any other services provided by Raytown, are in compliance with the Americans with Disabilities Act (ADA) of 1990 or subsequent regulations.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: 
Steven C. Klika, Chairman of the Board of Commissioners

ATTEST:
By: 
Witness

COMMUNITY OF RAYTOWN, MISSOURI

By: _____
Name & Title: _____

ATTEST:
By: _____
Witness

ATTACHMENT "A"

REVENUE AND COST ALLOCATION PROCEDURES

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- A. Passengers and Revenue** - The number of passengers and the amount of revenue reported will be derived from electronic farebox reports.
1. Revenue figures are computed as follows:
 - a. Total Fare Revenue is the total farebox revenue plus pass sales proration.
 - b. Pass Sales proration for a line is the Pass Sales Revenue multiplied by a pass utilization factor as determined by data from electronic fareboxes.
 2. Passenger types - definitions
 - a. Intra-city passenger - a passenger boarding and alighting in the same jurisdiction.
 - b. Inter-city passenger - a passenger who boards in one jurisdiction and alights in another.
 3. Computation of inter-city and intra-city passengers
 - a. Intra-city passengers for each subsidizing jurisdiction will be determined by multiplying total passengers by the appropriate intra-city passengers ratios as determined by periodic activity checks. An intra-city passenger ratio is the ratio of passengers who both board and alight a bus within that community to total route passengers on the line.
 - b. Inter-city passengers for the route will be determined by subtracting the intra-city passengers from the total route passengers.
- B. Direct Operating Expenses** - Each route shall be charged direct labor and benefits on the basis of scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used (Large, Small, or Metroflex). Each route shall be charged fuel and tire expense for the same type of bus used (Large, Small or Metroflex) in the proportion of route miles per type of bus to total system miles for the same type of bus.

C. Indirect Operating Expenses - Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used (Large, Small, or Metroflex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.

D. Estimated Net Income or Loss - Intra-City Routes - Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from the total operating expenses for each route.

E. Allocation of Net Income or Loss on Inter-City Routes.

1. Suburban Express Routes

- a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers, and does not serve Kansas City, Missouri, intra-city passengers.
- b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction.

2. Local Service Inter-City Routes

- a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
- b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be assigned by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.
- c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
 - (1) Direct labor costs shall be allocated on the basis of operator cost per hour of service multiplied by the actual time operated in each jurisdiction.
 - (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.

- (3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.
 - d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel and tire expense, and indirect operating expense, less passenger revenue credit.
- F. Capital Expense** - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.
- G. Enclave Communities** - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E". The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.
- H. For Service Implemented After December 31, 1997** – Service implemented after December 31, 1997, that is above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Attachment, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect Operating Expenses include all expenses except direct labor and fuel and tire expense; such as maintenance cost, vanpool operations, administrative and overhead expense, etc.

**Twelve-Month Contract
November 1, 2016 – October 31, 2017**

ATTACHMENT "B"

CITY OF RAYTOWN

CONTRACT SERVICE

One route will provide service within the Raytown city limits. Service, including peak and mid-day is as follows:

Route #253--Raytown Circulator provides demand-response service throughout all of Raytown and parts of Kansas City, Missouri, Monday through Friday, 6:00 a.m. to 10:00 a.m. and 2:30 p.m. to 6:30 p.m. Service will be provided with 1 bus. Reservations may be requested by calling the KCATA "Metroflex" office at (816) 346-0802.

- **Full Fare:** \$1.50 one-way fare/\$50 monthly pass
- **Reduced Fare:** \$0.75 reduced one-way fare/\$25 reduced monthly pass
 - Reduced fares are available for Medicare Cardholders, youths 12 to 18 years of age, seniors 65 years old and over, and persons with disabilities. One must present a Metro Reduced Farecard or Medicare Card to purchase a reduced fare or a reduced fare monthly pass. Applications for the Metro Reduced Farecard are available through calling (816) 221-0660.

ATTACHMENT "C"

PERFORMANCE MONITORING

1. The KCATA agrees to provide timely information on all transit related matters affecting the City to the City's designated transit liaison.
2. The KCATA and the City will work together to seek additional funding opportunities to support transit service in Raytown.

CITY OF RAYTOWN
Request for Board Action

Date: January 11, 2017
To: Mayor and Board of Aldermen
From: Tom Cole, City Administrator

Resolution No.: R-2934-16

City Administrator Approval: _____

=====

Action Requested: Approve the appointment of a Development & Public Affairs Director.

Alternatives: Not approve the appointment

Budgetary Impact:

Budgeted item with available funds

A RESOLUTION APPROVING THE APPOINTMENT OF RAY HAYDARIPOOR AS THE DEVELOPMENT & PUBLIC AFFAIRS DIRECTOR FOR THE CITY

WHEREAS, a vacancy exists in the position of Development & Public Affairs Director within the City; and

WHEREAS, the Board of Aldermen desire to approve the appointment of Ray Haydaripoor to fill the position of Development & Public Affairs Director for the City;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the appointment of Ray Haydaripoor to fill the position of Development & Public Affairs Director is hereby authorized and approved; and

FURTHER THAT the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of January, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

**CITY OF RAYTOWN
Request for Board Action**

Date: January 11, 2017

Resolution No.: R-2935-17

To: Mayor and Board of Aldermen

From: Ray Haydaripoor, Interim Development & Public Affairs Department

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Approval of a Resolution approving and authorizing the execution of an Agreement with Truman Heritage Habitat for Humanity for operation of a minor home repair program.

Analysis: The Agreement proposed would enable the City of Raytown to partner with the Truman Heritage Habitat for Humanity to implement a minor home repair program. The implementation of the minor home repair program would provide another 'tool' for the Development & Public Affairs Department to use as part of the City's neighborhood revitalization program. The program would provide assistance to low-moderate income homeowners who are financially unable to correct the following types of property maintenance code violations on their property.

- Exterior Painting;
- Roof Repair and Replacement;
- Repair Decks and Porches;
- Repair Driveways;
- Repair and Replace Flashing and Guttering;
- Repair and Replace Siding;
- Tree Trimming for House Safety; and
- Yard Cleanup.

Total repair costs per house could not exceed \$3,000.00. Homeowners needing to make repairs to address City code violations would be informed of the availability of this program by the Development & Public Affairs Department when discussing specific code violations listed above. Homeowners expressing an interest in this program would be referred to staff at Truman Heritage Habitat for Humanity who is experienced working with homeowners to meet their needs. Homeowners would only qualify for this program if their annual household income does not exceed 80% of average median income. No repayment would be required by homeowners who have an annual income less than 25% of the average median income.

Homeowners with a household income of between 25% and 80% of the average median income receiving this assistance will be required to repay the cost of the repairs by making a small monthly payment, which would be collected by the Truman Heritage Habitat for Humanity. Loans would be at zero percent interest for a period of up to seven years. The funds collected would then be placed in a Raytown Minor Home Repair Account for future use in this program or returned to the City upon request.

The proposed program would use volunteers from local churches and other organizations to lower labor costs. A construction supervisor from Truman Heritage Habitat for Humanity would manage each project and supervise volunteers.

There is \$20,000.00 in the City's current fiscal year budget for this program. In addition to this funding, Truman Heritage Habitat for Humanity has many national sponsors that donate materials as gifts in kind. Examples of this include paint which is donated from Valspar. Other partners include CertainTeed, Dow, Cree, Whirlpool and many others. Also, paragraph 3 in Appendix B states that volunteer time and donated materials will not be included as part of the project cost. As noted on page 4 in attached Agreement, when a resident is served through this program they may not receive services again for a period of 5 years.

Alternatives: Not approve the resolution approving the agreement.

Fiscal Impact: The Fiscal Year 2016-2017 budget for this program is \$20,000.00.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Professional Services 101.82.00.100.52250

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH TRUMAN HERITAGE HABITAT FOR HUMANITY FOR THE OPERATION OF A MINOR HOME REPAIR PROGRAM IN AN AMOUNT NOT TO EXCEED \$20,000.00

WHEREAS, the City of Raytown desires to partner with the Truman Heritage Habitat for Humanity to implement a minor home repair program; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the City to enter into an agreement with Truman Heritage Habitat for Humanity to implement a minor home repair program in an amount not to exceed \$20,000.00;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the agreement by and between the Truman Heritage Habitat for Humanity to implement a minor home repair program in an amount not to exceed \$20,000.00 is hereby authorized and approved;

FURTHER THAT the City Administrator and/or his designee is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day January, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

2017 AGREEMENT FOR

**“A Brush with Kindness”
Minor Home Repair Program**

By and Between the

City Of Raytown

and

Truman Heritage Habitat for Humanity

Dated: January 17, 2017

**AGREEMENT BETWEEN THE CITY OF RAYTOWN, MISSOURI
AND
TRUMAN HERITAGE HABITAT FOR HUMANITY
FOR**

City of Raytown “A Brush With Kindness Program”

THIS AGREEMENT is effective January 17, 2017, by and between the City of Raytown, Missouri, (herein called the “Grantor”) and Truman Heritage Habitat for Humanity, a Missouri not-for-profit corporation, (herein called the “Grantee”).

WHEREAS, the City of Raytown wishes to implement a minor home repair program for income eligible Raytown homeowners; and

WHEREAS, the City of Raytown has budgeted \$20,000 for a minor home repair to assist low-moderate income homeowners with exterior home, and property, repairs and improvements; and

WHEREAS, a minor home repair program will improve neighborhood property conditions, remove blight, assist homeowners in responding to property code violations and safety hazards in regards to their residence; and

WHEREAS, Truman Heritage Habitat for Humanity has been selected and approved to assist the City of Raytown in utilizing budgeted funds to provide home repair services for the benefit of qualifying low and moderate income households in Raytown;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

1. The Grantee will be responsible for administering a program entitled Raytown “A Brush with Kindness” (ABWK) from the execution date of this Agreement to October 31, 2017 in a manner satisfactory to the Grantor and consistent with any standards required as a condition of providing these funds as set forth in this Agreement. This program will provide up to \$3,000 no interest loans or grants (or loans with discounted repayments) to low-to-moderate income homeowners for necessary repairs on their houses. Loans and grants shall be approved in accordance with Exhibit A of this Agreement on a first come, first served basis for eligible households. City of Raytown funds will be used to provide for direct home repair costs, as well as, salary and costs for the Grantee and certain other operating expenses, based on the budget in Exhibit B of this Agreement.

B. Levels of Accomplishment

The Grantee agrees to provide ABWK program services to a minimum number of five low and moderate income households (ie \$20,000 overall program budget divided the maximum cost/house of \$3,000= 6 households minimum). More than five households may be served based on the actual program service costs of the first five households served. As many households as possible will be served up to program service costs of \$20,000. The Grantee shall submit reports to the Grantor on the last day of each month the Agreement is in effect on the number of households requesting assistance, the number and location of each household approved with the scope of project, project cost information and the number and location of each project completed with a description of completed project scope, detailed project cost, a narrative of the need and benefits related to the service provided to the homeowner and other information the City may request. A detailed final report will be provided to the City on final program activities and accomplishments prior to the closeout of the Agreement.

C. Performance Monitoring

The Grantor will monitor the performance of the Grantee against goals and performance standards required herein. Substandard performance as determined by the Grantor will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within thirty (30) days after being notified in writing by the Grantor, Agreement suspension, termination procedures, or disqualification for future funding may be initiated.

D. Monitoring Site Visits

In addition to the reporting requirements, the Grantee may be subject to at least one site visit by the Grantor during the term of this Agreement, at which time all documentation, files, and other material related to this Agreement and the operation of any activity described in APPENDIX A to this Agreement shall be made available for review and inspection by the Grantor. The Grantor may visit any of the project sites at any time.

II. TIME OF PERFORMANCE

Services of the Grantee shall start on January 17, 2017 and end by October 31, 2017. The term of this Agreement and the provisions herein shall be extended as needed upon mutual agreement between the Grantor and the Grantee.

III. BUDGET

The Grantee hereby agrees to follow the budget submitted with this Agreement as described and detailed in APPENDIX B Budget as closely as possible. Due to the nature of the actual work being conducted, there may be differences in actual line item expenditures (eg. greater contracted work due to needs for trimming large branches overhanging houses) and the budget, but in no case

shall grantee administrative costs exceed twenty percent of the total budget. The Grantee agrees to diligently report and document all expenditures for which reimbursement is sought in accordance with this Agreement. Any amendments to this budget must be submitted to and approved in writing by the Grantor. The Grantor shall have the authority to approve or deny any budget amendment. The Grantee agrees to obtain three bids for contracted work and award the contract to the lowest and most responsive bidder.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantor under this Agreement shall not exceed the amount listed in APPENDIX B to this Agreement (i.e. \$20,000).

Payment to the Grantee shall be subject to the prior receipt by the Grantor of documentation reasonably required by Grantor certifying that the Grantee has actually performed the work and/or expended the time and project costs claimed for services under this Agreement, and that Grantee is actually entitled to receive the amount of compensation requested. The Grantor is responsible for invoicing the City directly at least quarterly after the services are rendered. The City shall have thirty (30) days to process payment.

Grantee documentation accompanying requests for reimbursement shall include contractor bids and invoice, contractor lien waivers, before and after pictures of the work done, Grantee time sheets and volunteer hours for each project site.

V. NOTICES

Notices required to be given in writing under this Agreement shall be effective when delivered personally to the Addressee or when forty-eight (48) hours have elapsed after the notice is deposited in the United States mail in a sealed envelope with registered or certified mail postage prepaid thereon, addressed to the party which notice is being given. Such addresses may be changed by either party upon notice to the other party given as provided in this section. At the date of execution herein the addresses of the parties are as follows:

City of Raytown

Thomas Cole
City Administrator
10000 East 59th Street
Raytown, Missouri 64133
816-737-6000

Truman Heritage Habitat for Humanity

Christina Leakey
CEO
505 North Dodgion Street
Independence, Mo 64050
816-461-6551

VI. SPECIAL CONDITIONS

A. Non-profit, Tax Exempt Organization

The Grantee certifies that it is a non-profit organization and tax exempt pursuant to Internal Revenue Code Section 501(c)(3).

VII. GENERAL CONDITIONS

A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantor shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance.

B. Hold Harmless

The Grantee shall hold harmless, defend and indemnify the Grantor from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in this Agreement, including reasonable court costs and attorney fees.

C. General Release

Upon completion of the work, the Subrecipient does hereby release and discharge the Grantee from any and all claims, liabilities, demands, suits or causes of action for damages, expenses, attorney's fees or any other type of relief arising out of the care, maintenance, operation, and control of the CDBG funded activities by the Grantee, its successors and/or assignees.

D. Insurance & Bonding

The Sub-recipient shall carry insurance of at least \$1,000,000.00 commercial general liability insurance, naming the City of Raytown as an additional insured.

All contractors/subcontractors engaged by the Grantee pursuant to this agreement shall carry commercial general liability insurance in the amount of \$250,000.00, naming the City of Raytown as an additional insured.

The Grantee shall submit proof of the insurance requirements set forth herein to Grantor upon its request.

E. Grantor Recognition

The Grantee shall insure recognition of the role of the Grantor in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The Grantor or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantor's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantor or Grantee from its obligations under this Agreement.

The Grantor may, in its sole discretion, unilaterally amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the scope of services or schedule of the activities to be undertaken as a part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantor and Grantee.

G. Suspension or Termination

1. Termination: In the event that the Grantee fails to comply with any term of this Agreement, the Grantor may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with this Agreement.

Either party may terminate this Agreement for convenience by giving a minimum of thirty (30) days written notice to the other party. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Grantee under this Agreement shall, at the option of the Grantor, become the property of the Grantor, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination if such efforts were to be initially compensated.

Should the Grantor desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be affected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Grantee cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the Grantor shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to adhere to accounting principles and procedures, and adequate internal controls; and maintain necessary source documentation for all costs incurred in accordance with accounting principles generally accepted in the United States of America.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Grantee shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken; and
- b. Records required to determine the eligibility of the activity(-ies);

2. Retention

The Grantee shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility. Such information shall be made available to the Grantor's designee for review upon request.

4. Disclosure

The Grantee understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantor's or Grantee's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving said services.

5. Close-Outs

The Grantee's obligation to the Grantor shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantor), and determining the custodianship of records.

6. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to the Grantor at any time during normal business hours, as often as the Grantor deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or termination of this Agreement by Grantor. The Grantee hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy and practices.

C. Reporting Requirements

1. Program Income

In the event that the Grantee generates program income as a result of funds paid under this Agreement by clients served by the program, then the Grantee shall pay such program income to the Grantor upon demand. The Grantee will maintain all program income received in a separate account. Any program income held by the Grantee at the time of the expiration of this Agreement or generated after the expiration of this Agreement will be paid to the Grantor at such time as it is received by the Grantee.

2. Payment Procedures

The Grantor will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with the approved budget. The Grantee reimbursements may only be submitted following the procedures identified herein. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Grantee based on monthly invoices submitted by the Grantee and approved by the Grantor.

3. Progress Reports

The Grantee shall submit monthly progress reports to the Grantor in the form and with content as reasonably required by the Grantor.

IX. ENVIRONMENTAL CONDITIONS

A. Environmental Review

The Grantee to comply with all local, state and federal associated statutes, laws and authorities related to the activities described in this Agreement; and to coordinate completion of an environmental review process with the Grantor for each scope of work for a particular site prior to a commitment of funding for such project. Such a review will include lead paint abatement, asbestos abatement, historic preservation, and other relevant environmental factors that could affect health, safety and preservation of the property. The Grantor will approve each scope of work and each environmental review prior to work being conducted at a specific site.

X. SUBCONTRACTS

All subcontracts awarded or entered into by the Grantee pursuant to this Agreement shall contain and follow the provisions in Exhibit A, attached hereto and incorporated by reference herein, and shall be subject to the provisions contained therein.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[Grantor]

BY: _____

Date: _____

Thomas Cole
City of Raytown
City Administrator

[Grantee]

BY: _____

Date: _____

Christina Leakey
Truman Heritage Habitat for Humanity
CEO

ATTEST: _____

Teresa Henry, City Clerk

Date: _____

APPROVED AS TO FORM

Joe Willerth, Contract City Attorney

Date: _____

ATTACHMENT A

Raytown “A Brush with Kindness” (ABWK) Program Guidelines

1. Eligible ABWK Services

Raytown ABWK services include:

- Exterior Painting
- Roof Repair and Replacement
- Repair Decks and Porches
- Repair Driveways
- Repair and Replace Flashing and Guttering
- Repair and Replace Siding
- Tree Trimming for House Safety
- Yard Cleanup

The Construction Program Manager shall approve a detailed ABWK scope of work for each home consistent with the above list of approved services. The Construction Program Manager will determine if work is cost effective, safe and feasible for Truman Heritage Habitat for Humanity (THHFH) to undertake. This determination will be the basis for the ABWK scope of work for specific homes consistent with the list above. Prior to project start, the scope of service and estimated project costs will be provided to the City for review and approval.

The Construction Program Manager will be responsible for assuring all federal, state and municipal laws and regulations are adhered to in the performance of ABWK work, including lead paint and asbestos abatement.

Raytown ABWK services will not include:

- Weatherization
- Work Inside The Home

Based on City of Raytown direction, minor changes or additions to the list of eligible ABWK services may be made.

The cost of ABWK services provided for any single household cannot exceed \$3,000.

2. Eligible Homes to Receive ABWK Services

Raytown ABWK services may be provided for income eligible, owner-occupied households within the City limits of Raytown. To be eligible, total annual household income must not exceed 80% of average median income (AMI) for Jackson County as published by the U.S. Department of Housing and Urban Development (HUD). There is no limitation associated with the age of the home.

ABWK services will be provided on a first come, first served basis. "First come" will be based on receipt by THHFH of a qualifying program application.

Raytown ABWK services will not be provided for:

- Mobile Homes

3. Raytown ABWK Selection Criteria

Household selection criteria will be based on the need of the family, ability to pay and willingness to partner.

- a. Need. Program applicants will submit an application for minor home repair services from a list of eligible Raytown ABWK measures. The need for eligible each of the submitted minor home repairs as defined in this policy will be determined by the Construction Director in consultation with the homeowner.

Household income must not exceed the maximum allowable limits defined in Section 2 of this policy.

- b. Ability to Pay. To qualify under this criterion, the family must present evidence of sustained income that will enable repayment.

There will be no discrimination against families being assisted financially by the government for disabilities or on pensions (i.e. SSI or Worker's Compensation, if it is long term). A credit check will be performed and credit references may be contacted. At least one homeowner credit bureau check will be required for each ABWK project.

- (1) Debt to Income Ratio

If household debt payments do not exceed 36% of the family's gross monthly income, then repayment of ABWK project costs will be required. If it is determined that the household budget exceeds the 36% debt to income ratio then a financial burden on the household would result from repayment and therefore no repayment will be required. Any such waiver shall be justified in writing, maintained in the file, and presented to the THHFH Board of Directors and the City of Raytown. Repayment is also not required if annual household income is less than 25% AMI. If repayment is required, then criteria in subsections (2) and (3) below must be met.

- (2) Monthly Payment Consistency

This repayment criterion is met if the family has demonstrated the ability to make regular payments for rent, utilities and other obligations, or the family can demonstrate an intention to pay debts revealed by a credit card report by providing a documented plan approved by each creditor to repay such debts.

- (3) Bankruptcy, Liens, Judgments, Debt Ceilings

This repayment criterion is met if all of the following apply to the family:

- The family is not involved in bankruptcy proceedings in the previous twelve months,
- The family has no liens or judgments against them that cannot be cleared prior to ABWK project start date; and
- The family has had no foreclosures in the last twelve months

c. Willingness to Partner. This ABWK program criterion is met if the family demonstrates willingness to partner and ability to complete the sweat equity commitment. The following are factors to be used in determining whether families are willing to partner with THHFH:

- The family completed the application and provided supporting documentation in a timely manner.
- The family engaged in personal interviews, including a home visit.
- The family signed necessary releases of information to certify their ability to pay.
- The family signed the Applicant Agreement, including agreed on sweat equity hours.

For Raytown ABWK projects, the minimum amount of sweat equity is 10 hours, of which 4 hours should be accomplished prior to the completion of the ABWK service for the home.

- Each partner family will meet with its advocate(s) and make a detailed plan for accomplishing sweat equity hours. Homeowners may have one helper or, if the homeowner is unable, up to two helpers per hour as agreed to with the THHFH Volunteer Coordinator. Homeowners will be responsible for the completion of timecards documenting sweat equity hours. Homeowners will not receive credit for undocumented sweat equity hours.
- The THHFH Family Services Committee may modify sweat equity requirements on a case-by-case situation when required by special circumstances or restriction.

4. Volunteers

Raytown ABWK projects will be conducted by volunteers organized and supervised by THHFH staff whenever feasible and safe to do so. The age of all ABWK volunteers should meet HFHI guidelines as well as federal, state and municipal laws and regulations pertaining to youth labor. THHFH policy is:

- a. No one under age 16 may work on any ABWK project. Furthermore, no one under the age of 16 is allowed on an ABWK work site while work is going on. Such children who may wish to assist are encouraged to find other ways that they can assist the ABWK project.

- b. Youth age 16-17 may perform general construction work on the site including painting and yard cleanup, but may not participate in hazardous construction activities including activities considered by federal regulations to be too hazardous for children. This includes demolition, roofing, excavating, working from a height of six feet or more and the use of power tools and motor vehicles.
- c. Youth age 16-17 will be supervised by responsible adults at a ratio of not less than one adult per four youth.
- d. No youth age 16-17 can engage in activities where the youth could be exposed to asbestos or lead paint hazards.
- e. Any volunteer who is at least 18 years of age may do any of the tasks assigned by the crew leader or THHFH construction site supervisor.
- f. The THHFH construction site supervisor may take action to remove from the site any youth, or other person, who through inattention or other inappropriate behavior, endangers the safety or hinders the progress of himself/herself or others on the site.

Construction rules and safety rules included in the THHFH approved Construction Site Safety Policy will be applicable to ABWK projects.

5. Cost Model

This cost model applies in cases where repayment by homeowners is required. THHFH will provide a zero percent interest loan to the homeowner for a period up to seven (7) years to recover all costs of the ABWK project. The THHFH CEO may require a down payment of \$50 for ABWK program participants. The THHFH CEO may allow a prepayment discount of 10 percent for homeowners who pay the full cost up front.

6. Miscellaneous ABWK Policies

- a. When a residence is served through the Raytown ABWK project, the same residence may not receive additional Raytown ABWK services for a period of five (5) years.
- b. To participate in Raytown ABWK service, the homeowner must sign an Agreement with THHFH which documents all the information required to determine family selection criteria, sets sweat equity requirements and includes a statement that the homeowner does not intend to sell or move from the home in the next five years.
- c. For ABWK services which require homeowner repayment, the THHFH CEO will include in the Homeowner Agreement a repayment schedule at zero percent interest appropriate for the cost of the project. The amount of the

monthly repayment and length of term of the repayment (up to seven years) will be based on household income, type of project, actual cost as agreed to by the homeowner. The homeowner will be required to sign a promissory note based on the repayment terms.

Raytown ABWK Program 2016-2017 Budget

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
<u>Project Management</u>	Includes program implementation/management such as 1) creating program forms, 2) program coordination between Habitat and City administrative staff, 3) working with IPL homeowners, 4) program recordkeeping and reporting.	\$1,000
<u>Construction Labor</u>	Includes construction labor and volunteer supervision; contracted work for tree trimming, gutter repair/replacement, roof repair, etc; materials and supplies such as paint supplies, yard cleanup supplies, and siding, wood for repairs, etc.	\$16,000
<u>General Administration(15%)</u>	Covers all administrative costs associated with the project including office supplies, administrative staff time, vehicle costs, office space, insurance, use of tools/equipment and various other overhead expenses.	\$3,000
<u>Total Program Budget</u>		\$20,000

NOTES:

1. Actual costs are based on the work completed for each eligible project site. Therefore line item actual expenses may vary from the budget since actual scope of work is unknown prior to the start of the "ABWK" program. Each month Truman Heritage Habitat for Humanity will submit invoices with actual costs and a comparison with budgeted costs. A scope of work description and detailed cost estimates for each proposed project will be submitted to the City for review and comment prior to the implementation of work.
2. In no case will costs reimbursed by the City exceed \$20,000.
3. All actual costs for individual projects will be subject to reimbursement by non-exempt homeowners per Attachment A to the executed Agreement, including the program administrative cost line item at 15%. Volunteer time and donated supplies will **not** be included as part of the project cost. THHFH makes every effort to use volunteers and donated supplies (such as paint) as much as possible.
4. Construction materials and supplies will be charged to the project based on the cost of the materials and supplies to THHFH.
5. All direct THHFH personnel costs will be documented by time sheets that will be provided to the City upon request.
6. All contracted work will be documented with bids, bid awards and contractor invoices that will be provided to the City upon request.

**CITY OF RAYTOWN
Request for Board Action**

Date: January 11, 2017

Resolution No.: R-2936-17

To: Mayor and Board of Aldermen

From: Ray Haydaripoor, Interim Development & Public Affairs Director

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Board of Aldermen approval for the continuation of a current Veterinary Services Agreement in an amount in excess of \$ 15,000.00, but within budgeted amounts for fiscal year 2016-2017.

Recommendation: Staff recommends continuing the agreement with Raytown Animal Hospital.

Analysis: After a bid process and an award in May of 2015, the City of Raytown entered into an agreement with Raytown Animal Hospital for veterinary services. The agreement was for a two (2) year period with the City having the option to extend the contract for two (2) additional two (2) year periods.

The Development & Public Affairs Department budget for vet and boarding services combined is \$50,000.00.

The cost relating to the veterinary services of each animal are billed to the city each month by Raytown Animal Hospital in accordance with the fees provided in the attached Agreement. When animals are returned to their owner, the costs of the veterinary services are passed through to the pet owner whenever possible.

Alternatives: Reject the continuation of the current agreement and direct staff to release a new request for bids for veterinary services.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Professional Services 101.82.00.100.52250

Additional Reports Attached: Current Agreement for Veterinary Services

A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH RAYTOWN ANIMAL HOSPITAL, INC. FOR VETERINARY SERVICES ASSOCIATED WITH ANIMAL CONTROL IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2016-2017

WHEREAS, the City of Raytown (the "City") issued an invitation to bid for the procurement of veterinary services necessary for the operation of Animal Control in January of 2015; and

WHEREAS, pursuant to Resolution R-2779-15, the City entered into an agreement with Raytown Animal Hospital, Inc. for veterinary services on May 19, 2015; and

WHEREAS, the purchasing policy adopted by the City further requires that any expenditure of funds with a single vendor in excess of \$15,000.00 annually be approved by the Board of Aldermen; and

WHEREAS, the City anticipates spending in excess of \$15,000.00 on veterinary services associated with Animal Control; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the continuation of an agreement with Raytown Animal Hospital, Inc. for the provision of veterinary services in excess of \$15,000.00 but within budgeted amounts for fiscal year 2016-2017.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the continuation of an Agreement by and between the City of Raytown and Raytown Animal Hospital, Inc. for the provision veterinary services within the City, attached hereto as Exhibit "A" in excess of \$15,000.00 but within budgeted amounts for fiscal year 2016-2017 is hereby authorized and approved;

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of January, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

**AGREEMENT FOR VETERINARY SERVICES
BY AND BETWEEN
THE CITY OF RAYTOWN, MISSOURI
AND
RAYTOWN ANIMAL HOSPITAL, INC.**

THIS AGREEMENT is entered into by and between the City of Raytown, Missouri and Raytown Animal Hospital, Inc., entered into as of this 19th day of May, 2015.

WHEREAS, the City of Raytown solicited proposals for the procurement of veterinary services necessary for the operation of Animal Control; and

WHEREAS, the proposal received from Raytown Animal Hospital was determined to be the most responsive proposal; and

WHEREAS, the Board of Aldermen desires to authorize and approve a contract by and between the City of Raytown and Raytown Animal Hospital, Inc. for the provision of veterinary services.

Now therefore, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, as follows:

1. That Raytown Animal Hospital, Inc. (hereinafter "Contractor") shall provide veterinary services to the City of Raytown (hereinafter "City"), in accordance with the terms of the City of Raytown, Veterinary Services Request for Proposal, and Contractor's response to the request for proposals identified as "Exhibit A" herein. Where there is any conflict between the terms of the Request for Proposal and the Contractor's response, the terms of the Request for Proposal shall prevail.
2. Per unit cost for services shall be as provided in Exhibit A, attached hereto and incorporated herein.
3. In addition to the per unit cost for services provided in Exhibit A, the following per unit costs are hereby agreed upon.

Microchipping: \$12.00 per shot

Rabies Shot: \$15.00 per shot

4. The City shall compensate the provider, in accordance with the provisions of Section 2 and 3 contained herein. Payment shall be due and payable 30 days from receipt of a valid invoice for services.
5. All other terms and conditions, including but not limited to insurance requirements and provisions for termination shall be as stated in the Request for Proposal.

6. This Agreement shall be in full force and effect, as of the date written above, upon proper authorization and execution by the parties.

City of Raytown

Raytown Animal Hospital, Inc.

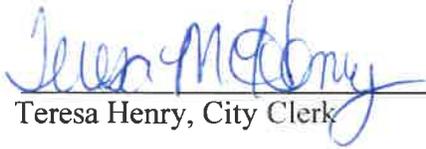


Mahesh Sharma, City Administrator



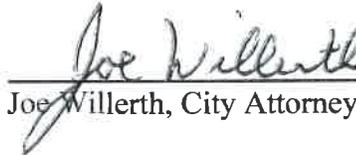
Heath Rose, DVM, Owner

Attest:



Teresa Henry, City Clerk

Approved as to form



Joe Willerth, City Attorney

Exhibit A

CITY OF RAYTOWN
Request for Board Action

Date: January 11, 2017 **Resolution No.:** R-2937-17
To: Mayor and Board of Aldermen
From: Ray Haydaripoor, Interim Development & Public Affairs Director

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Board of Aldermen approval for the continuation of a current Animal Boarding Services Agreement in excess of \$15,000.00 but within budgeted amounts for fiscal year 2016-2017.

Recommendation: Staff recommends continuing the agreement with Raytown Animal Hospital.

Analysis: After a bid process and an award on May 19, 2015, the City entered into an agreement with Raytown Animal Hospital for animal boarding services. The agreement was for a two (2) year period with the City having the option to extend the contract for two (2) additional two (2) year periods.

The Development & Public Affairs Department budget for vet and boarding services combined is \$50,000.00.

The cost relating to the impoundment of each animal will be billed to the City each month by Raytown Animal Hospital in accordance with the fees provided in the attached Agreement. When animals are returned to their owner these costs are passed through to the pet owner. If an impounded animal is not returned to its owner, then the City incurs these impoundment costs.

Alternatives: Reject the continuation of the current agreement and direct staff to release a new request for bids for animal boarding services.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Professional Services 101.82.00.100.52250

Additional Reports Attached: Agreement for Animal Boarding Services

A RESOLUTION AUTHORIZING THE CONTINUATION OF AN AGREEMENT WITH RAYTOWN ANIMAL HOSPITAL, INC. FOR ANIMAL BOARDING SERVICES ASSOCIATED WITH ANIMAL CONTROL IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2016-2017

WHEREAS, the City of Raytown (the "City") issued a invitation to bid for the procurement of animal boarding services necessary for the operation of Animal Control in January of 2015; and

WHEREAS, pursuant to Resolution R-2780-15, the City entered into an agreement with Raytown Animal Hospital, Inc. for animal boarding services on May 19, 2015; and

WHEREAS, the purchasing policy adopted by the City further requires that any expenditure of funds with a single vendor in excess of \$15,000.00 annually be approved by the Board of Aldermen; and

WHEREAS, the City anticipates spending in excess of \$15,000.00 on animal boarding services associated with Animal Control; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the continuation of an agreement with Raytown Animal Hospital, Inc. for the provision of animal boarding services in excess of \$15,000.00 but within budgeted amounts for fiscal year 2016-2017.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the continuation of an Agreement by and between the City of Raytown and Raytown Animal Hospital, Inc. for the provision animal boarding services within the City, attached hereto as Exhibit "A" in excess of \$15,000.00 but within budgeted amounts for fiscal year 2016-2017 is hereby authorized and approved;

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of January, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

**AGREEMENT FOR ANIMAL BOARDING SERVICES
BY AND BETWEEN
THE CITY OF RAYTOWN, MISSOURI
AND
RAYTOWN ANIMAL HOSPITAL, INC.**

THIS AGREEMENT is entered into by and between the City of Raytown, Missouri and Raytown Animal Hospital, Inc., entered into as of this 19th day of May, 2015.

WHEREAS, the City of Raytown solicited proposals for the procurement of animal boarding services necessary for the operation of the City of Raytown Animal Control services; and

WHEREAS, the proposal received from Raytown Animal Hospital was determined to be the most responsive proposal; and

WHEREAS, the Board of Aldermen desires to authorize and approve a contract by and between the City of Raytown and Raytown Animal Hospital, Inc. for the provision of animal boarding services.

Now therefore, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, as follows:

1. That Raytown Animal Hospital, Inc. (hereinafter "Contractor") shall provide animal boarding services to the City of Raytown (hereinafter "City"), in accordance with the terms of the City of Raytown, Animal Boarding Services Request for Proposal, and Contractor's response to the request for proposals, identified as "Exhibit A" herein. Where there is any conflict between the terms of the Request for Proposal and the Contractor's response, the terms of the Request for Proposal shall prevail unless otherwise amended herein.
2. Per unit cost for services shall be as provided in Exhibit A, attached hereto and incorporated herein.
3. In addition to the per unit cost for services provided in Exhibit A the following per unit costs are hereby agreed upon.

Microchipping: \$12.00 per shot

Rabies Shot: \$15.00 per shot

4. The City shall compensate the provider, in accordance with Exhibit A. Payment shall be due and payable 30 days from receipt of a valid invoice for services.
5. All other terms and conditions, including but not limited to insurance requirements and provisions for termination shall be as stated in the Request for Proposal.

6. This Agreement shall be in full force and effect, as of the date written above, upon proper authorization and execution by the parties.

City of Raytown

Raytown Animal Hospital, Inc.

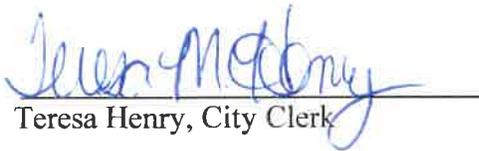


Mahesh Sharma, City Administrator



Heath Rose, DVM, Owner

Attest:


Teresa Henry, City Clerk

Approved as to form

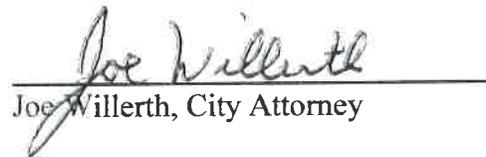

Joe Willerth, City Attorney

Exhibit A

Exhibit B

**CITY OF RAYTOWN
Request for Board Action**

Date: January 11, 2017
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Resolution No.: R-2938-17

Department Head Approval: _____

Finance Director Approval: _____(only if funding is requested)

City Administrator Approval: _____



Action Requested: Approval of a resolution authorizing and approving the expenditure of funds with Stivers Staffing Services, Inc. for temporary employment staffing.

Analysis: From time-to-time various City departments have the need for temporary employment staffing and the City uses a Staffing Services to fulfill that need.

Alternatives: Not approve the resolution for temporary employment staffing.

Fiscal Impact: The use of this service will necessitate the City to pay Stivers Staffing Services for their services performed on an hourly rate.

Budgetary Impact: Funding for this agreement is available in the current fiscal budget.

A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH STIVERS STAFFING SERVICES, INC. IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2016-2017

WHEREAS, the City has a need from time-to-time for temporary staffing services; and

WHEREAS, Stivers Staffing Services, Inc. is qualified to provide such services; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve the expenditure of funds with Stivers Staffing Services, Inc. in excess of \$15,000.00 but within budgeted amounts for fiscal year 2016-2017;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the expenditure of funds with Stivers Staffing Services, Inc. in excess of \$15,000.00 but within budgeted amounts for fiscal year 2016-2017 is hereby authorized and approved;

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary and to take any and all actions necessary to effectuate the terms of the contract and the City Clerk is authorized to attest to the same.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of January, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: January 12, 2017
To: Mayor and Board of Aldermen
From: Captain Michelle Rogers

Resolution No.: R-2939-17

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Repurpose a 2009 GMC Savanna (Ambulance) 4500 6.6 liter Duramax Diesel VIN# 1GDKG316291149229 that is currently assigned to Raytown EMS to the Police Department.

Recommendation: Approve the transfer of the ambulance from Raytown EMS to the Raytown Police Department.

Analysis: The Police Department is requesting to obtain the ambulance to be used as a Crisis Negotiator Vehicle. Currently the Crisis Negotiator Team (CNT) is working out of the back of a four-door sedan and it becomes very cramped with people and equipment. The ambulance would allow for a dedicated vehicle for the CNT to transport critical personnel and equipment to the barricade location, provide a calm quiet environment for negotiations and offer a large work area for monitors, and completion of necessary paperwork.

Alternatives: Not repurpose the vehicle and request to purchase a new CNT Command Post Vehicle that costs in excess of \$200,000.00.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

A RESOLUTION AUTHORIZING AND APPROVING THE REPURPOSING OF A 2009 GMC SAVANNA AMBULANCE

WHEREAS, the Crisis Negotiator Team of the City of Raytown’s Police Department has a need from time-to-time to utilize Crisis Negotiator Vehicle; and

WHEREAS, currently the Raytown EMS Department has a 2009 GMC Savanna, VIN # 1GDKG316291149229 which can be repurposed and used by the Raytown Police Department as a Crisis Negotiator Vehicle; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve the repurposing of a 2009 GMC Savanna, VIN # 1GDKG316291149229 which will be utilized by the Raytown Police Department as a Crisis Negotiator Vehicle;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the repurposing of a 2009 GMC Savanna, VIN # 1GDKG316291149229 which will be utilized by the Raytown Police Department as a Crisis Negotiator Vehicle is hereby authorized and approved;

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary and to take any and all actions necessary to effectuate the terms of the contract and the City Clerk is authorized to attest to the same.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of January, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

**CITY OF RAYTOWN
Request for Board Action**

Date: January 12, 2017

Resolution No.: R-2940-17

To: Mayor and Board of Aldermen

From: Douglas A. Jonesi, Emergency Medical Services Director

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____



Action Requested: The City of Raytown's Department of Emergency Medical Services is requesting the purchasing authority to pay the City's ambulance billing company an amount not to exceed \$77,220.00 for Fiscal Year 2016-2017.

Recommendation: Staff recommends approving the authority to pay McKesson, formerly known as MED3000, the City of Raytown's ambulance billing company, their contractually obligated fees for providing services to the City.

Analysis: In December 2007, the Board of Aldermen approved an agreement with Med3000 for ambulance billing services; the contract was renewed for an additional three years in 2013, and renews year-to-year automatically following that. McKesson is paid a percentage of collected revenue. Their contracted percentage is 7.5%. The City, for that percentage, gets their collection services as well as electronic patient care reporting software.

Alternatives: As the City has no other means to bill for ambulance service, the City would have no other option except to cease billing for services until another option became available. This would fiscally impact revenues negatively and is seen as undesirable.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested: \$77,220.00
Account Number(s): 101.72.00.100.52250
Fund: General
Department: Emergency Services

Additional Reports Attached: None

A RESOLUTION AUTHORIZING AND APPROVING A CONTINUATION OF AN EXISTING SERVICE AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN AND MCKESSON FOR EMS BILLING SERVICES AND SUPPLIES INCLUDING INTEGRATED PATIENT CARE REPORTING SOFTWARE AND RELATED HARDWARE AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$77,220.00 FOR FISCAL YEAR 2016-2017

WHEREAS, the City of Raytown operates an ambulance service and issued its invitation to bid for EMS billing services including integrated patient care reporting software and related hardware used for such purposes; and

WHEREAS, on December 18, 2007, pursuant to Resolution R-2004-07, the Board of Aldermen approved a Service Agreement between the City of Raytown and McKesson, formerly known as MED3000; and

WHEREAS, the current Service Agreement is in effect from February 1, 2008 through January 31, 2013, a 5-year term, with automatic 1-year extensions; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has required Board of Alderman approval for purchases in which the cumulative value with a single vendor exceeds \$15,000.00 during the fiscal year; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the City to continue with the current Service Agreement by and between the City of Raytown and McKesson for EMS Billing Services and supplies including integrated patient care reporting software and related hardware in an amount not to exceed \$77,220.00 for fiscal year 2016-2017;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the current Service Agreement by and between the City of Raytown and McKesson for EMS Billing Services and supplies including integrated patient care reporting software and related hardware for fiscal year 2016-2017 in an amount not to exceed \$77,220.00 attached hereto and made a part hereof by reference is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of January, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

AMENDMENT NO. 1 TO BUSINESS SUPPORT SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO BUSINESS SUPPORT SERVICES AGREEMENT (“Amendment”) is dated November 18, 2013 (the “Effective Date”), by and between **MED3000, Inc.**, a Delaware corporation (“MED3000”), and the City of Raytown (“Client”).

WHEREAS, MED3000 and Client entered into that certain Business Support Services Agreement dated 01/03/2008 (the “Agreement”); and

WHEREAS, the parties desire to amend the terms of the Agreement to modify the terms thereunder.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Amendment as an integral part hereof and not mere recitals hereto, and the mutual promises, covenants and agreements contained in this Amendment and the Agreement, and other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which is hereby acknowledged, intending to be legally bound, the parties agree as follows:

1. Definitions. All capitalized terms in this Amendment shall have the meanings set forth in the Agreement, unless defined otherwise herein.

2. Exhibit B (Fees/Costs). The parties agree to add a new paragraph to Section 1 of Exhibit B, as follows:

MED3000 agrees to provide the Client with the use of hardware set forth on Schedule 1 attached hereto and made a part hereof (collectively, “Equipment”) to Client’s address set forth in this Agreement. Client agrees to extend the Agreement for an additional three (3) year term in consideration for the Equipment.

3. Term. The parties agree to delete and restate Section 5.1, in its entirety, as follows:

Section 5.1 Term. The initial term of this Agreement will terminate on January 31, 2016. Unless earlier terminated as provided for in the Agreement, the term of the Agreement will be automatically extended for additional terms of one (1) year each, unless either party delivers to the other party, not less than ninety (90) days prior to the expiration of the preceding term, written notice of the intention of that party not to extend the term of the Agreement.”

4. Early Termination. The parties agree to add a new Section 6.4, as follows:

Section 6.4. Early Termination. If the Agreement is terminated prior to January 31, 2016, Client agrees to pay MED3000 for the remaining, unamortized balance of capital expenditures made by MED3000 for the Equipment on Client’s behalf, as set forth in Schedule 1.

5. Software Warranty. Client acknowledges that the Software and any services related thereto are provided strictly “as is,” and MED3000 makes no warranties, express, implied, arising from course of dealing or usage of trade, or statutory, as to the Software, any associated

services or any matter whatsoever. In particular, any and all warranties of merchantability, fitness for a particular purpose, title and non-infringement are expressly excluded.

6. Equipment. Client acknowledges that the Equipment and any services related thereto are provided strictly "as is," and MED30000 makes no additional warranties, express, implied, arising from course of dealing or usage of trade, or statutory, as to the Equipment, any associated services or any matter whatsoever. In particular, any and all warranties of merchantability, fitness for a particular purpose, title and non-infringement are expressly excluded.

7. Governing Law. The validity, interpretation and performance of this Amendment shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of laws provisions.

8. Counterparts. This Amendment may be executed in identical counterparts, each of which when so executed and delivered shall be deemed an original.

9. Good Faith Cooperation. The parties agree to cooperate with each other in good faith at all times to effectuate the goals and intentions of the parties as set forth in this Amendment and the Agreement, as amended from time to time.

10. Ratification and Acceptance. The Agreement, as amended by this Amendment, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. Except as expressly set forth herein, nothing in this Amendment shall waive or be deemed to waive or modify any rights or obligations of the parties hereto under the Agreement. In the event of any conflict or inconsistency between the applicable terms of the Agreement and the terms of this Amendment, the terms herein shall govern and control with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties have executed this **AMENDMENT NO. 1 TO BUSINESS SUPPORT SERVICES AGREEMENT** as of the date first written above.

MED3000, Inc.	City of Raytown
Address: 680 Andersen Drive, Foster Plaza 10 Pittsburgh, PA 15220-2759	Address: 10020 East 66th Terrace Raytown, MO 64133-5251
Signed	Signed
Name	Name
Title	Title
Date	Date

Schedule 1

Equipment

MED3000 will deliver to Client Equipment to be utilized by Client. Client acknowledges it is responsible for installation of the software on the Equipment.

Amortization Schedule

Amortization Schedule			
<u>Period</u>	<u>Balance Due</u>		
0	7,900.00		
1	7,702.12		
2	7,503.10		
3	7,302.91		
4	7,101.56		
5	6,899.03		
6	6,695.32		
7	6,490.43		
8	6,284.34		
9	6,077.06		
10	5,868.56		
11	5,658.85		
12	5,447.92		
13	5,235.77		
14	5,022.37		
15	4,807.73		
16	4,591.85		
17	4,374.70		
18	4,156.29		
19	3,936.61		
20	3,715.65		
21	3,493.40		
22	3,269.85		
23	3,045.01		
24	2,818.85		
25	2,591.38		
26	2,362.58		
27	2,132.45		
28	1,900.98		
29	1,668.16		
30	1,433.98		
31	1,198.44		

32	961.53		
33	723.24		
34	483.56		
35	242.48		
36	0.00		

BUSINESS SUPPORT SERVICES AGREEMENT

This Business Support Services Agreement ("Agreement") is made as of the 3rd day of January, 2008, by and between MED3000, Inc., a Delaware corporation, whose mailing address is 680 Anderson Drive, Foster Plaza 10, Pittsburgh, Pennsylvania 15220 (hereinafter "MED3000"), and the City of Raytown, MO, whose mailing address is 10000 E. 59th Street, Raytown, Missouri 64133 (hereinafter "Client").

RECITALS

Client operates an Emergency Medical Services Squad that provides professional ambulance services. MED3000 is a subsidiary of MED3000 Group, Inc., a Delaware corporation ("MED3000 Group"), a national healthcare management and technology company. MED3000 is in the business of providing business support services to Emergency Squads, provider networks, hospitals, physician groups and other healthcare providers. Client desires to retain MED3000 to provide business support services, hardware, and patient care reporting software required by Client in accordance with the terms of this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, now agree as follows:

Article 1 - Obligations of MED3000.

Section 1.1. Services. Client hereby retains MED3000 to provide, or arrange for the provision of, business support, billing and reimbursement management services set forth on Exhibit A attached hereto (collectively, the "Services") to Client. In addition, Client retains MED3000 to provide hardware, software, installation services and implementation services as set forth in Exhibit A. Client hereby agrees that MED3000 is specifically authorized to engage MED3000 Group or one or more of its subsidiaries to perform the Services hereunder, at no additional cost to Client.

Section 1.2. Liabilities. MED3000 shall not be responsible for any expenses or liabilities of Client except as specifically provided for in this Agreement. Client shall be responsible for the payment of all expenses and liabilities related to Client.

Section 1.3. Authority. Client grants to MED3000 all of the authority and power to carry out its obligations under this Agreement. MED3000 shall at all times throughout the term of this Agreement provide the Services in accordance with all policies, standards and procedures relating to the operation of Client's medical practice as they currently exist in accordance with the applicable legal and regulatory requirements to which Client is bound.

Section 1.4. Limitations. MED3000 shall employ or retain such personnel/employees as it deems necessary to perform the Services. Client recognizes that the Services provided by such personnel/employees may be part-time in nature and that the personnel/employees serving in these capacities may serve in other capacities as well. MED3000 may propose that certain titles be conferred upon the employees in performing the duties under this Agreement. MED3000 retains the right to replace any personnel/employee who is performing Services hereunder with another person without causing a breach or termination of this Agreement. MED3000 may subcontract certain Services to support its provision of the Services under this Agreement (including but not limited to EDI and printing of statements) without the prior approval of Client; provided, however, the billing and reimbursement management Services shall not be subcontracted by MED3000 without the prior written approval of Client (which shall not be unreasonably delayed or withheld).

Article 2 - Obligations of Client.

Section 2.1. Agent. Client hereby appoints MED3000 as its lawful attorney-in-fact solely for the purpose of carrying out MED3000's obligations set forth in this Agreement; provided, however, the parties understand, acknowledge and agree that, notwithstanding anything herein to the contrary, neither MED3000, nor any affiliate or agent of MED3000, has the ability to either (a) receive payments of benefits assigned to Client directly from any payor pursuant to a power-of-attorney (as defined in Section 3060.10(A) of Medicare Carrier's Manual), or pursuant to any other arrangement, or (b) convert any payment of benefits assigned to Client to MED3000's, such MED3000 affiliate's or such agent's own use and control without the payment first passing through the control of Client.

Section 2.2. Professional Services. Notwithstanding the authority granted to MED3000 herein, MED3000 and Client agree that Client shall retain the authority to render EMS services and direct the medical and ethical aspects of Client's EMS practices and shall retain control of all aspects of its business and affairs that may not legally be carried on by persons other than persons who are duly licensed to practice medicine or surgery in the state or states in which such persons practice. Furthermore, the parties acknowledge that only Client may render EMS services to its patients through its employees and contractors, who are, themselves, duly licensed or otherwise legally authorized to render professional EMS services within the state or states in which such persons practice. MED3000 agrees that it shall not act pursuant to this Agreement in a manner that interferes with the professional judgment of Client's EMS personnel.

Article 3 - Mutual Obligations.

Section 3.1. Cooperation. The parties shall mutually cooperate with each other in all matters affecting the provision of the Services contemplated hereunder. Client shall obtain the agreement of each of the Client's EMS personnel to execute any documents or to take any actions necessary to allow MED3000 to perform its duties under this Agreement.

Section 3.2. HIPAA. In furtherance and not in limitation of Section 8.13 hereof, in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended from time to time ("HIPAA"), and the final privacy regulations promulgated thereunder (the "Privacy

Standards”), MED3000 and Client are concurrently executing a mutually agreeable Business Associate Addendum, which is incorporated herein, governing their respective obligations to one another under the Privacy Standards with respect to the performance by each of them under this Agreement.

Article 4 – Compensation.

Section 4.1. Service Fees. For the Services provided in accordance with this Agreement, Client shall pay MED3000 service fees as set forth in Exhibit B attached hereto.

Section 4.2. Reimbursement. MED3000 shall be entitled to reimbursement from Client for any additional expenses not contemplated under the terms of this Agreement that MED3000 directly incurs upon the request of Client. Before MED3000 incurs such expenses, Client and MED3000 shall enter into a separate written agreement or an addendum to this Agreement outlining MED3000’s agreement to incur such expenses and Client’s agreement to reimburse for such expenses.

Section 4.3. Payment.

Section 4.3.1. Monthly Invoice. MED3000 shall provide Client with a monthly invoice indicating the total amounts collected and paid into Client’s depository account in the previous month, and indicating the amount of the service fees due to MED3000 based on the actual amounts collected. Client shall pay the service fee to MED3000 within thirty (30) days from the date of receipt of the invoice.

Section 4.3.2. Disputed Amounts or Invoices. Client agrees to notify MED3000 of any disagreement with respect to billing within ten (10) days of receiving the monthly invoice. If Client and MED3000 are unable to resolve the dispute before the date the service fees are due to MED3000, Client shall forward to MED3000 the undisputed amount and the disputed amount shall be placed by Client into an escrow account until the dispute is resolved. If the parties are unable to resolve the dispute within sixty (60) days from the date the service fees are due to MED3000, MED3000 may suspend its obligations hereunder upon ten (10) days written notice to Client. The disagreement or dispute shall then be resolved by arbitration in Dayton, Ohio, or other mutually agreed upon location, under the rules and procedures of the American Arbitration Association, or under such rules and procedures as are mutually agreed upon by the parties in writing. Any decision by the arbiter shall be non-appealable.

Article 5 – Term.

Section 5.1. Term. The initial term of this Agreement shall commence on February 1, 2008 and shall terminate on January 31, 2013. Unless earlier terminated as provided for in this Agreement, the term of this Agreement shall be automatically extended for additional terms of one (1) year each, unless either party delivers to the other party, not less than ninety (90) days prior to the expiration of the preceding term, written notice of the intention of that party not to extend the term of this Agreement.

Article 6 – Termination.

Section 6.1. Termination For Cause. Either party may terminate this Agreement (i) immediately upon breach of any material obligation of the other party under this Agreement which is not cured within sixty (60) days of receipt of written notice of such breach; provided, however, that any delay or disruption in MED3000's provision of the Services hereunder, or other failure of MED3000 to perform hereunder, related to the failure, malfunction or delay of any equipment owned or leased by Client or provided by any third party vendor of Client, or the failure of Client to comply with its obligations under this Agreement, shall not be considered cause for termination by Client hereunder, (ii) if (a) either party files any debtor relief action under the Bankruptcy Code (as it now exists or is hereafter amended); (b) any involuntary proceeding under the Bankruptcy Code is filed against either party and is not dismissed within sixty (60) days; or (c) either party is unable to, or admits in writing, its inability to pay its debts as they become due, makes an assignment for the benefit of creditors, a receiver is appointed, voluntary or otherwise, for its property, or it is adjudicated bankrupt, suspends its business, or becomes insolvent; (iii) either party fails to materially comply with any applicable federal, state and local statutes, rules or regulation governing such party's obligations under to this Agreement.

Section 6.2. Effect of Termination. In the event of termination of this Agreement in accordance with Section 6 or non-renewal, all rights, duties and obligations of both parties shall cease effective as of the date of termination, except as otherwise provided in this Section. Upon termination, the Client shall allow MED3000 to continue to provide the Services for ninety (90) days following the effective date of termination (the "Post-Termination Period"). During the Post-Termination Period, MED3000 shall continue to receive service fees in the manner set forth in Section 4. In addition to the service fees otherwise due and payable pursuant to Section 4, Client shall pay to MED3000 the unamortized balance for hardware and software as specified in Exhibit B if Client terminates this Agreement during the first year of the term hereof in accordance with Exhibit B. After the expiration of the Post-Termination Period, MED3000 will deliver to Client a copy of the most current file backup in an industry standard format in complete printed and/or electronic media copy, as agreed upon in writing by both parties, after payment of all outstanding invoices by Client. Client shall be responsible for the programming, debugging, testing, computer operations, and alternative media costs if a file is requested in a format other than the industry standard formats (i.e. ASCII or comma delimited). Client shall also be responsible for the cost of shipping of any billing records in the possession of MED3000 at the end of the Post-Termination Period that are requested by Client to be forwarded to any destination other than Client's address. Furthermore, following the termination of this Agreement and the expiration of the Post-Termination Period, the parties shall remain bound by the restrictions set forth in Section 7.

Section 6.3 Termination without clause. Client is granted the ability to cancel without cause with a 90 day notice. In the event the client cancels without cause then the Client shall pay the unamortized balance of the hardware and software balance due immediately upon notice. Contractor shall have process open accounts receivable for a period of 90 days after cancellation without cause. The fee for this service shall be the standard fee in affect at the time of notice plus an extra 2%.

Section 7 - Relationship of Parties.

Section 7.1. Independent Contractor. In the performance of the Services under this Agreement MED3000 shall at all times be acting and performing as an independent contractor, and nothing contained herein shall be construed to create a partnership, joint venture or agency relationship between MED3000 and Client, nor shall either party be authorized to bind the other in any way. The sole interest and responsibility of Client is to assure that the billing and collection services covered by this Agreement shall be performed and rendered by MED3000 in a competent, efficient and satisfactory manner. Client is under no duty to provide any compensation or employee benefits for any employee of MED3000. MED3000 shall provide insurance coverage for its own employees and operations.

Section 7.2. Warranties. MED3000 hereby warrants that it will perform all Services in accordance with reasonable industry practices. The provisions of this Agreement are intended to state all of the rights and responsibilities between MED3000 and Client, and they take the place of and supersede all warranties, express or implied whether of merchantability, fitness or otherwise. Therefore, MED3000 makes and Client receives no warranty, express or implied and there are expressly excluded all warranties of merchantability and fitness for a particular purpose.

Section 7.3. Computer Systems. All programs, documentation, specifications, tapes, instruction manuals and similar material developed or used by MED3000 in connection with this Agreement (collectively, "Computer Systems") are and shall remain the sole and exclusive property of MED3000, with the exception of Code Red software and GTAC hardware units which shall be titled and licensed directly to Client. Nothing in this Agreement shall be construed as a license or transfer of such Computer Systems to the Client. Upon termination of this Agreement for any reason, MED3000 shall have the right to retain all such Computer Systems and Client shall, upon the request of MED3000, deliver all such Computer Systems in its possession to MED3000 and MED3000 shall use its commercially reasonable efforts to cooperate in supplying source data to Client that Client may require in order to transfer its business support function to another contractor.

Section 7.4. Confidentiality.

Section 7.4.1. As used in this Agreement, "Confidential Information" shall mean all data, analyses, pricing and other financial information and modeling, projections, policies, procedures, accounting procedures, business techniques, formulas and processes, other trade secrets, and like information, regardless of the form or medium in which kept or stored, (a) treated or identified as being confidential or proprietary by a party or by any of its affiliates, and/or (b) which a reasonable person in the position of the party making the determination would, in such party's good faith and commercially reasonable judgment, consider to be confidential and/or proprietary, and includes all materials or documents (including materials prepared by any employee, agent or other representative of any party to this Agreement) which contain or otherwise reflect such information. Confidential Information includes all such information disclosed to any party hereto prior to and during the term of this

Agreement. The term "Confidential Information" as used herein, and the commitments set forth in this Section 7.4, shall not extend to any information provided which the receiving party can demonstrate (i) after disclosure to such receiving party by the disclosing party, becomes generally available to the public other than as the result of a disclosure by or other act of the disclosing party or by a person bound by a confidentiality agreement with the disclosing party or otherwise prohibited from transmitting such information by a contractual or other legal obligation; (ii) to be already available to the receiving party on a nonconfidential basis prior to its disclosure by the disclosing party; (iii) becomes available to the receiving party on a nonconfidential basis from a source other than the disclosing party, provided that such source is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from transmitting the information to the receiving party by a contractual, legal or fiduciary obligation; or (iv) is at any time independently developed by the receiving party without use of any information otherwise subject to the confidentiality obligations hereunder. Information will not be deemed available to the general public for the purpose of this Section 7.4 with respect to each party merely because it is embraced by more general information in the prior possession of the receiving party or of others, or merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information.

Section 7.4.2. Subject to applicable law, each party acknowledges the proprietary interest of the other party in, and the independent economic value to such party of, its own Confidential Information. The Confidential Information of each party shall be considered to be and kept strictly secret and as the private, privileged and proprietary property and trade secrets of the disclosing party, as appropriate, and the receiving party agrees not to (a) use any of the Confidential Information of the disclosing party other than in the performance of obligations hereunder, or (b) divulge any of the Confidential Information of the disclosing party to any person or entity except upon the direct written authorization of the disclosing party or as may be required by applicable law, provided that prior to any disclosure required by law, the receiving party shall notify the disclosing party promptly upon receipt of any request or demand for disclosure (regardless of form) and cooperate with the disclosing party in any and all lawful efforts it may choose to undertake to avoid or limit such disclosure. Each party acknowledges that ownership of each other party's Confidential Information, as well as ownership of all such derivatives and improvements made therefrom, is retained by the other party hereunder.

Section 7.4.3. Each party acknowledges and agrees that the breach or threatened breach of any provision of this Section 7.4 would cause irreparable damage to the disclosing party which damage would be inadequately compensable in money damages, and the disclosing party shall be entitled to injunctive relief to prevent or terminate any breach or threatened breach of this Section 7.4, in addition to any monetary damages, sanctions or other legal remedies available to such party plus recovery by the disclosing party of its reasonable attorney's fees and expenses incurred in enforcing this Section 7.4. The provisions of this Section 7.4 shall survive termination of this Agreement. The parties acknowledge and agree that the agreements set out above are necessary for the protection of the legitimate business interests of the parties and are reasonable in scope and content.

Section 7.5. Covenant not to Employ. During the term hereof and thereafter until the two year anniversary date of the effective date of termination of this Agreement, Client hereby covenants and agrees that it will not, without the advance written consent of MED3000, directly or indirectly, induce or attempt to induce any MED3000 employee to terminate employment with MED3000; nor will Client hire or participate in the hiring or interviewing of any MED3000 employee; nor will Client provide names or other information about any MED3000 employee for the purpose of assisting others to hire such employees; nor will Client provide Confidential Information to a MED3000 employee about MED3000 or any entity affiliated with MED3000 for the purpose of assisting that MED3000 employee in finding employment with such entity for EMS billing services. For purposes of this paragraph, a MED3000 employee means any person who is a current MED3000 employee or was employed by MED3000 within one (1) year of the date of any action that alleges a violation of this Section 7.5.

Section 7.6. Records. To the extent applicable, MED3000 agrees to comply with the requirements of section 952 of P.L. 96-499 for the purpose of certifying the nature and extent of the costs deemed to be incurred by Client under this Agreement. Nothing contained in this Section 7.6 shall be construed to constitute a waiver of the right of privacy or confidentiality otherwise legally available to such person.

Section 7.7. Limitation of Liability. CLIENT AGREES THAT MED3000 SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED IN WHOLE OR IN PART BY FACTORS NOT WITHIN THE DIRECT CONTROL OF MED3000, INCLUDING BUT NOT LIMITED TO THE FAILURE OF THIRD PARTY SERVICE PROVIDERS TO ADEQUATELY PROVIDE THE SERVICES. MED3000 SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL MED3000 BE LIABLE IN THE AGGREGATE FOR ANY CLAIMS OR DAMAGES IN AN AMOUNT EXCEEDING THE AMOUNTS PAID BY CLIENT FOR SERVICES HEREUNDER DURING THE ONE (1) MONTH IMMEDIATELY PRECEDING SUCH CLAIM OR DAMAGES.

Section 7.8. Exclusivity. During the term of this Agreement prior to Client providing MED3000 notice of non-renewal, Client shall not directly or indirectly contact an entity or person for the purpose of soliciting such entity or person to enter into a contract or arrange to receive any of the Services as set forth in this Agreement or any services substantially similar to the Services from any entity or person other than MED3000 unless agreed upon in writing by MED3000.

Section 8 – Miscellaneous.

Section 8.1. Notices. Any notice or other communications required by this Agreement to be in writing shall be deemed given when delivered either personally or by registered or certified mail, return receipt requested, or delivered by a reputable courier or delivery service, such as Federal

Express, which can provide confirmation of delivery.

Section 8.2. Force Majeure. Except as otherwise provided, neither party will be responsible for delays or failures to perform resulting either directly or indirectly from any cause beyond the control of the delaying or non-performing party, including but not limited to, acts of God, fires, floods, strikes, lockouts, labor controversies (beyond the control of the delaying or non-performing party), civil disturbances, acts of war, governmental restrictions, shortages or inability to obtain adequate supplies or transportation or transmission facilities (beyond the control of the delaying or non-performing party), or other similar circumstances. In the event of delay in performance due to any such cause, the time for performance will be extended for a period of time reasonably necessary to overcome the effect of such delay.

Section 8.3. Conflicts. The provisions of this Agreement shall govern when there is any conflict with the provisions of any purchase order or other document of Client relating to the Services.

Section 8.4. Governing Law. This Agreement, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio, without regard to its conflicts of laws provisions.

Section 8.5. Severability. To the extent that any provision of this Agreement or the application thereof to any party or circumstance is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed deleted from this Agreement and the remaining provisions shall remain in full force and effect.

Section 8.6. Descriptive Headings and Subheadings. Both parties understand that the headings and subheadings used in this Agreement are for descriptive and/or informational purposes only.

Section 8.7. Waiver. No consent or waiver, whether expressed or implied, by either party to or of any breach under this Agreement shall be construed as a consent or waiver to or of any breach of the same or any other obligation.

Section 8.8. Arbitration. The parties hereto agree to submit all disputes, controversies and claims of any kind out of or relating to, this Agreement to arbitration in Columbus, Ohio, in accordance with the rules of the American Arbitration Association in accordance with its Commercial Arbitration Rules. This provision shall survive the termination of this Agreement.

Section 8.9. Final Understanding and Modifications. This Agreement represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, whether written or oral.

Section 8.10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and the legal representatives, successors in interest and assigns, respectively, and of each such party. Neither the party shall assign, sublet, or transfer their interest in this Agreement without the express written consent of the other party.

Section 8.11. Amendments; Waiver. This Agreement may not be modified, nor shall any

provision hereof be waived or amended, except by written addendum to this Agreement, duly signed by authorized representatives of the parties.

Section 8.12. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

Section 8.13. Compliance with Law. The obligations of MED3000 pursuant to this Agreement shall be subject to any limitations or restrictions which may be imposed by law or regulation, and MED3000 may suspend any or all obligations hereunder in the event that it reasonably determines, upon advice of counsel, that the performance of any obligation pursuant to this Agreement may contravene applicable law or regulation, the effect of which would be to have a material adverse effect on the business, financial condition, or operations of MED3000 or any subsidiary or affiliate of MED3000 Group.

Section 8.14. Further Assurances. Each party agrees to do all acts and things and to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms, conditions and provisions of this Agreement and of HIPAA, as promulgated from time to time. Such written instruments shall be entered into on or before the date on which the Client and/or MED3000 are required to be in compliance with such laws and the regulations published pursuant to HIPAA.

Section 8.15. Material Changes; Periodic Review. Notwithstanding anything to the contrary in this Agreement, in the event of a significant change or amendment to any regulation, law, policy or procedure, or any legal or ethical rule or regulation is promulgated or modified, or any administrative ruling or judicial interpretation is issued or modified, that prohibits any act or course of conduct contemplated by this Agreement, or which materially and adversely affects the ability of MED3000 to provide Services hereunder or imposes onerous financial or other burdens on MED3000's provision of services hereunder, an amendment or modification to this Agreement shall be negotiated in good faith. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between Client and MED3000.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Business Support Services Agreement on the date first above written.

MED3000:

MED3000 Inc.



By: Robert C. Gallo II

Title: Secretary

Client:

City of Raytown, MO



By: Mahesh Sharma

Title: Acting City Administrator

EXHIBIT A

OPERATING POLICIES

MED3000 shall have managerial responsibilities over all business support services as they relate to the billing of EMS services provided by Client, subject to Client's ultimate control. In order for MED3000 to provide the necessary business support services on behalf of Client, the following operating policies shall be used with respect to Client's Emergency Medical Services Squad:

Billing Responsibilities. MED3000 shall be responsible for billing for all EMS services provided by Client. MED3000 shall be responsible for implementing and providing the on-going support needed to support the billing and collection activities required by Client. MED3000 shall provide those billing and collection services that are customarily necessary for an Emergency Medical Services Squad, including but not limited, to the following items:

1. Process all demographic and charge information entered into the billing system based on the information provided by Client, including the schedule of EMS fees;
2. Process all required insurance forms whether submitted electronically or on hard copy. Insurance claims shall be submitted at least weekly;
3. Provide all HCFA-1500 universal claim forms needed to submit claims for EMS services provided by the Client;
4. Print and mail patient statements for accounts with patient balances greater than \$5.00. Mail statements at the end of the month in which the service was entered into the billing system, at the end of 30 days, and again after 60 days, to patients for fees not reimbursed by third-party payments including deductibles, co-payments and non-covered services for which the Client maintains appropriate waiver documentation. MED3000 will determine the frequency of statements to patients based upon account activity to comply with the needs of a "soft billing" approach;
5. Receive from Client's lockbox, notification of payment and original remittance advices, and all other billing correspondence, as appropriate;
6. Enter all remittance information, including, contractual adjustments for third-party payers with which the Client participates (based upon an approved list provided by the Client), and submit secondary insurance claims as necessary;
7. For a period of one year, maintain a file of explanation of benefit statements (EOBs) received from third-party payers. At the end of one year, all EOBs will be returned to Client or may

be destroyed at Client's request;

8. Evaluate appropriate documentation of any request by a patient, third-party, or referring physician for an adjustment to a patient's bill, and coordinate findings with Client;
9. Follow coding and billing standards as established by organizations recognized as experts in coding and billing including, but not limited to, the American Medical Association (AMA);
10. Recommend and assist Client in establishing fees for new services;
11. Provide perpetual updates to master Current Procedural Terminology (CPT) coding and descriptions, and maintain current database of ICD-9 codes and edits; and
12. Assist with designing for the Client all necessary forms, fee slips, insurance authorizations, etc., for processing. Costs of actual forms, etc. will be the responsibility of Client.

Collection Responsibilities. In undertaking these responsibilities, MED3000 shall:

1. Answer all patient and third-party payer inquiries. In some cases, additional data will be requested from Client. Responses to all patient inquiries shall be made within twenty-four (24) hours;
2. Pay for all telephone costs for patient and third-party payer inquiries and follow-up;
3. Pursue balances with any third-party payer as follows:
 - A. Monitor the balances and follow-up either in writing or by telephone, as appropriate, when payments are overdue.
 - B. Monitor all payments received against anticipated payments. Discrepancies noted shall be reviewed and, when appropriate, contact will be made by telephone, in writing, or in person with the third-party payer to request claim review.
 - C. Monitor payment patterns for each third-party payer at least monthly to identify any third-party payer with large amounts of pending open claims. Appropriate action shall be taken with the third-party payer to expedite prompt payment.
 - D. In the event any claim is denied by any third-party payer for reasons other than a patient's insured status, MED3000 shall use its commercially reasonable efforts to re-submit a clean claim in a timely manner. In the event a claim is denied as a result of improper coding or other act attributable to MED3000, MED3000 shall upon consultation and consent of Client, pursue a timely appeal of the denied claim. In the event a claim is denied as medically unnecessary or for any other reason, MED3000 shall notify Client of the reason for denial. In the event Client decides to appeal the denial, MED3000 shall prepare and assist Client in the appeal.

- E. Follow up with the third-party payer on assigned claims based upon the appropriate strategy for working with such third-party payer.
- 4. Pursue balances with patients by attaching notes on statements at pre-determined intervals using language approved by Client; and
- 5. For accounts that are collectible from a third-party payer or patient, and have not been collected after the activities described above, MED3000 will forward all pertinent demographic and transactional detail to Client for Client's approval for bad debt write-off.

Credentialing Responsibilities with Third-Party Payers. MED3000 shall be responsible for:

- 1. Completing all necessary paperwork and submitting applications to establish provider numbers with third-party payers for new paramedics and EMTs. MED3000 has no control and cannot be held responsible for the individual timeframes or actual acceptance by payers. MED3000 will assist in follow-up activities to gain approval; and
- 2. Providing physician credentials to new payers or updates to existing payers.

Reporting Responsibilities. MED3000 shall be responsible for making periodic reports to Client on the current status of all active patient accounts. In undertaking these responsibilities, MED3000 shall:

- 1. Produce monthly activity and summary reports as follows:
 - A. Fire/EMS Executive Summary - of the EMS service for current month and year to date produced by:
 - (i) Number of transports and gross charges/receipts by level of service delivered;
 - (ii) Drop off location; and
 - (iii) Payer Category Analysis.
 - B. Financial Summary - of charges, write-offs and payments of the EMS service for current month and year to date analyzed by:
 - (i) Current charges and payments received;
 - (ii) Payer Category Analysis; and
 - (iii) Summary aging of accounts receivable and adjustments and write-offs.
- 2. Provide off-site back up of all active data files; and
- 3. Provide additional reports reasonably requested by the Client.

Implementation. MED3000 shall be responsible for implementing the billing and collection services on behalf of Client. In undertaking such implementation, MED3000 shall:

1. Assign an account manager to Client who shall be responsible for the following:
 - A. Act as primary contact with the personnel of Client;
 - B. Serve as the liaison with the MED3000 employees assigned to perform services for Client;
 - C. Communicate regularly with the key management of Client to review all activities with respect to the billing and collection services;
 - D. Work closely with Client to ensure a smooth transition and implementation;
 - E. Review all participating insurance agreements; and
 - F. Establish a schedule of implementation.
2. Review both its procedures and the procedures of Client and recommend and implement approved changes for improvements of collections; and
3. Maintain knowledge about prevalent government and third-party payer regulations and guidelines to assist Client in conformance with such regulations.

GTAC Hardware Units: Deliver three (3) GTAC M230 ruggedized laptops that include an extended 3 year warranty, three (3) docking units (installation to be provided by Client). Deliver one workstation sufficient to run Code Red Software.

Code Red Software: Deliver three (3) field units and one Admin license for the workstation. Provide ongoing software support for the length of the Agreement.

Code Red Software Installation and Implementation Services: Install, configure, set-up and train staff members of Client's Department of EMS. No custom programming is included in the standard implementation.

Responsibilities of Client. In order for MED3000 to undertake the billing and collection services, Client shall:

1. Subject to the terms of the Agreement, appoint MED3000 as its lawful attorney-in-fact for the sole purpose of billing and collecting, in the name of Client and on Client's behalf, from patients, insurance companies, Medicare, Medicaid and all other third-party payers, all charges resulting from the provision of equipment, devices and supplies provided to patients and for all services rendered to patients, including, but not limited to, technical and ancillary services and all professional medical service or EMS service provided by Client at any hospital or other health facility, or at any other location;
2. Cause the personnel of Client to timely submit to MED3000, all billing information including, but not limited to, the name of the patient, employer, guarantor, insurance

company (primary and secondary) including their address and telephone number, the date of service, one copy of the patient or guarantor insurance card, the nature and extent of services provided and any supporting medical information necessary to obtain payment or reimbursement. MED3000 shall rely on the truth and accuracy of such information and shall not in any event be required to verify billing information submitted by MED3000 on behalf of Client. Furthermore, Client shall use its best efforts to procure all necessary consents to all assignments and obtain all other approvals, consents or documents necessary for MED3000 to collect payment for reimbursement on behalf of Client;

3. Be solely responsible for securing, or causing to be secured, from, or on behalf of, patients whose accounts are covered under this Agreement, any and all necessary consents for the release of information to third parties, as contemplated by this Agreement, and any and all necessary assignments of insurance benefits and benefits due from and rights to payment or reimbursement by any other third party. Client shall notify MED3000 in the event that assignment was not obtained;
4. Supply complete and accurate patient charge information;
5. Provide to MED3000 a schedule of professional fees charged for services rendered by Client's Emergency Medical Services Squad. MED3000 shall make revisions to the fee schedule from time to time upon at least 10 days prior written notice from Client to the effective date of any such revision. MED3000 shall continue to bill at the rates then in effect until receipt of such notice;
6. Establish adequate controls to assure that all charges are captured, batched and reconciled with batch totals;
7. Provide all input forms;
8. Provide medical expertise regarding reimbursement of medically necessary services of Client arising from third-party payer disputes or patient inquiries;
9. Be responsible for all medical decisions concerning patient care; and
10. When refunds are necessary, Client, or its representative, shall write a check to MED3000's refund account for refunds to be sent to the patient or third-party payer based upon information provided by MED3000.
11. Install all docking stations into appropriate vehicles.

EXHIBIT B

FEES/COSTS

1. In consideration of the business support services rendered under the Agreement, Client shall pay MED3000 a service fee equal to 13% of the net revenue (as herein defined) of Client during the first year of this Agreement, and 7.5% of the net revenue of Client during the remaining term of the Agreement. The term "net revenue" shall mean cash receipts of Client arising from the provision of patient services and related activities, less refunds.
2. MED3000 shall be paid an initial set-up fee of **\$0.00** to establish the computer database, notify carriers of address change, complete authorizations for electronic filing, and other miscellaneous services.
3. All service fees are exclusive of all federal, state and local taxes, including sales taxes, assessed on or due in respect of any Services performed by MED3000 under the Agreement, for which taxes Client shall be solely responsible. Client shall reimburse MED3000 for all those costs and expenses of Client paid by MED3000 or any subsidiary or affiliate of MED3000 Group on behalf of Client in connection with the provision of Services hereunder.
4. There will be a charge to the Client for requests including, but not limited to; requests for special programming, non-standard reports, etc. The cost for such requests will be determined on an individual basis and shall be reimbursed in accordance with Section 4.2 of the Agreement.
5. Amortization schedule for early termination: Should Client terminate the Agreement without cause during the first year of the term of the Agreement, Client shall pay the unamortized balance of the software/hardware investment to MED3000 as follows (based on the month the Agreement is terminated by Client without cause):
 - Months 1 through 3: \$30,000
 - Months 4 through 6: \$22,500
 - Months 7 through 9: \$15,000
 - Months 9 through 12: \$7,500

**CITY OF RAYTOWN
Request for Board Action**

Date: January 12, 2017

Resolution No.: R-2941-17

To: Mayor and Board of Aldermen

From: Douglas A. Jonesi, EMS Director

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: The City of Raytown's Emergency Medical Services Department is requesting the purchasing authority to pay Moore Medical LLC. an amount not to exceed \$60,779.00 for Fiscal Year 2016-2017.

Recommendation: Staff recommends approving this item.

Analysis: Moore Medical LLC. is our primary vendor for medical supplies for patient care. This is part of a cooperative purchasing agreement negotiated by MARCER. These supplies are mission-critical for the purpose of providing emergency care to ill and injured citizens.

Alternatives: Not approving the purchasing authority for medical supplies would necessitate halting ambulance operations once our on-hand supply of needed items was depleted.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested: \$60,779.00
Account Number(s): 101.72.00.100.53750
Fund: General
Department: Emergency Services

Additional Reports Attached: None

RESOLUTION NO.: R-2941-17

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF MEDICAL SUPPLIES FROM MOORE MEDICAL LLC. OFF THE MID-AMERICA REGIONAL COUNCIL EMERGENCY RESCUE COMMITTEE (MARCER) COOPERATIVE PURCHASE CONTRACT IN AN AMOUNT NOT TO EXCEED \$60,779.00 FOR FISCAL YEAR 2016-2017

WHEREAS, the City of Raytown utilizes and has a need to purchase medical supplies for the Emergency Medical Services program; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing equipment and supplies from competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, the Mid-America Regional Council Emergency Response Committee (MARCER) has competitively bid certain medical supplies utilized by the City of Raytown and has determined that Moore Medical LLC. to be the most competitive bid; and

WHEREAS, the City of Raytown finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of medical supplies from Moore Medical LLC. in an amount not to exceed \$60,779.00 for fiscal year 2016-2017 off the MARCER cooperative purchase contract;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the purchase of medical supplies from Moore Medical LLC off the MARCER cooperative purchase contract in an amount not to exceed \$60,779.00 for fiscal year 2016-2017 is hereby authorized and approved; and

FURTHER THAT the City Administrator is authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of January, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

APPROVED AS TO FORM:

Joe Willerth, City Attorney



**YEARLY CONTRACT for MEDICAL SUPPLIES
(PRE-HOSPITAL) -MARCER
BID #74**

This CONTRACT, by and between Mid-America Regional Council, hereinafter referred to as "MARC", and Moore Medical LLC, hereinafter referred to as "Contractor" is effective this 1st day of July, 2016.

WITNESSETH:

WHEREAS, MARC does hereby accept, with modifications, if any, the bid of Moore Medical LLC. The bid document and submittal by Contractor is made a part of this contract. Contractor's modifications/exceptions are attached hereto as Exhibit A and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide medical supplies on an as-needed basis, as specified on Appendix A-1 and A-2 price sheet as a two-year initial contract period for Mid-America Regional Council Emergency Rescue (MARCER) Active Members, Associate Members and Program Participants.

All sales will be made in accordance with the prices, terms and conditions of the invitation for bid and any subsequent term contract. All sales will be made on purchase orders issued by that jurisdiction or by government procurement cards. All receiving, inspection, payments and other procurement administration will be the responsibility of the ordering entity.

The contractor shall furnish to MARC:

- a) Payment of the **three percent** Administrative Fee, on quarterly basis, to MARC, **based on gross sales for each quarter** excluding any shipping costs. The Contractor shall have no claim or right to all or any portion of the Administrative Fee. All payments shall be made payable to: Mid-America Regional Council, Attn: Finance Department, 600 Broadway Suite 200, Kansas City, Missouri 64105-1659. The bid number 75 and calendar quarter of sales must be referenced on each payment.
- b) A **monthly composite report** of all contract purchases against any and all purchase orders issued against this contract. The report shall be compiled and submitted to MARCER. The report shall include, at a minimum:
 - 1) Ordering entity, entity's purchase order number, and date ordered, item descriptions, quantities ordered, units of measure, along with all unit and extended prices.
 - 2) The report shall be totaled for the accumulated dollar amount spent within the particular monthly period for each entity.
 - 3) Preferred format of report is Excel spreadsheet and may be sent electronically to Leah Pease at lpease@marc.org and Program Manager, Ian Saxton at isaxton@marc.org.

2. CONTRACT TIME

Contract is effective from July 1, 2016 through June 30, 2018 with the option to renew in writing for three additional one-year renewal periods.

3. INVOICES

Invoices for orders shall be prepared and submitted in triplicate unless otherwise specified by the ordering entity. All invoices shall contain the following information: MARCER Bid 75, purchase order number, catalog number; description, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the ordering entity. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement with respect to such invoice, until error or omission has been remedied.

4. TERMINATION

This contract may be terminated by either party upon sixty (60) calendar days prior notice in writing to the other party. The MARC/KCRPC and Participants may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions of this contract. In the event of any termination of contract by the Contractor that is not due to the breach of this Contract by, or other fault of, MARC or any Participant, the Participants may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

5. CHANGES AND ADDITIONAL SERVICES

MARC may at any time, by written order, make changes or additions, within the general scope of this contract in or to specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify MARC in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon in writing by the parties, after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

6. CONFLICTS OF INTEREST

The Contractor, by acceptance of any purchase orders resulting from this bid, certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

7. COMPLIANT WITH APPLICABLE LAWS

The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

8. NOTICES

Any notice to any Contractor from MARC relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative.

IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT:

By: 

David Warm, Executive Director
Mid-America Regional Council
600 Broadway Suite 200
Kansas City, Missouri 64105-1659
P. 816-474-4240 F. 816-421-7758

By: 

Rick Frey, President
Moore Medical LLC
1690 New Britain Avenue
Farmington, Connecticut 06032
P. 860-826-3600 F. 877-354-5916
Email: rick.frey@mooremedical.com

Date: 6/14/16

Date: 6/6/16

Distribution:

Originals: Contractor AND MARC/KCRPC Program Coordinator

Staff Contact:

Ian Saxton, MARCER P. 816-701-8396 Email: isaxton@marc.org

CONTRACT ATTACHMENT - SUMMARY

5.2	Payment terms	Net 30 (0% discount for early payment)
5.3	Government procurement cards (Visa, Mastercard) accepted for payment:	Yes
5.4	Off shelf discount for similar products/services within scope of work:	Discount 20%
	<p>Exceptions: Discount applies to web pricing catalog. Discount cannot be combined with any special sales or promotions. Call for quotes on following excluded products; EpiPens, glucocorticoids, biologicals, injectables, vaccines, furniture, equipment, STRYKER products and manikins. Freight will be added to furniture and equipment shipped direct from manufacturer (indicated with * online). Moore Medical does not offer set up or installation. Customer responsible for Ship on Ice (SOI) fees of \$6.95 for items requiring refrigeration and Hazard (HZD) fees of \$27.50 for items the Department of Transportation has determined need special handling.</p>	
	Website for current catalog price list:	www.mooremedical.com
5.5	Delivery time Non-emergency orders	48-72 hours if order received by 4PM EST
	Delivery cost:	No cost for standard and items on bid (via common carrier).
5.6	Delivery time for emergency orders	24 Hours
	Delivery cost:	Standard overnight shipping costs apply depending on equipment being shipped.
5.7	<p>Exceptions to delivery time frames: Manufacturer backorders may cause shipments to be delayed.</p>	
5.8	<p>Delivery times: Monday to Friday: 8:00AM to 5:00PM EST Saturday & Sunday Emergencies Only</p>	
5.9	<p>Delivery times – holidays – for Emergencies Only</p>	

Contact information for emergency, ordering, purchase orders, and remittance:

	Emergency Contact: 24-hour	
Name:	Lisa Hunt	
Phone:	860-826-3600	Mobile: 203-223-9348
Fax:	877-354-5916	
Email:	Lisa.hunt@mooremedical.com	
	Ordering:	
Name:	Tia Zarnetske	
Address:	1690 New Britain Avenue	
City, state, zip	Farmington, Connecticut 06032	
Phone:	860-826-3600 ext 5452	Fax: 877-354-5916
Email:	Tia.zarnetske@mooremedical.com	
	Remittance (Invoice payments):	
Name:	Moore Medical LLC (Tax ID #20-2046702)	
Address:	PO Box 99718	
City, state, zip	Chicago, Illinois 60696	
Phone:	860-826-3600	Fax: 877-354-5916
Email:	Lisa.hunt@mooremedical.com	
	Technical Support:	
Name:	Lisa Hunt	
Phone:	860-826-3600	Mobile: 203-223-9348
Email:	Lisa.hunt@mooremedical.com	
Web:	www.mooremedical.com	
	Sales Reporting and Administrative Fees:	
Name:	Tia Zarnetske	
Phone:	860-826-3600 ext 5452	Fax: 877-354-5916
Email:	Tia.zarnetske@mooremedical.com	

MID-AMERICA REGIONAL COUNCIL EMERGENCY RESCUE COMMITTEE (MARCER)
Invitation to Bid No. 75 – Medical Supplies
Moore Medical LLC Exceptions to Bid

SCOPE

With respect to the sentence in the second paragraph which reads, “Quoted pricing shall be based on ‘best available’ pricing for this region, while Moore Medical LLC (“Moore”) cannot guarantee best pricing, Moore believes that the price of products and services to be delivered to MARCER are and will be market competitive with pricing quoted to MARCER.

2.0 SPECIFIC REQUIREMENTS

Section 2.17 ESCALATION/DE-ESCALATION CLAUSE (changed per addendum 1) – Moore cannot agree to Section 2.17 and requests the following proposed language: Moore reserves the right to increase prices during the contract period. Moore will only increase prices per manufacturer price increases that have been passed onto Moore.

Section 2.21 ANTI-TRUST - As a company policy, Moore cannot agree to Section 2.21, and requests its deletion in its entirety.

3.0 GENERAL CONDITIONS (AWARD and POST AWARD)

Section 3.10 DELIVERY REQUIREMENTS – In the normal course of business, Moore does not prioritize orders. Moore will work in good faith in the event of an emergency or national catastrophe to provide the supplies needed under this agreement, should it become necessary.

Section 3.18 PATENTS - Since Moore does not manufacture any of the products that it proposes herein, Moore does not agree to Section 3.18 but will agree to the following proposed language:

INDEMNIFICATION:

Moore will indemnify, defend, and hold MARCER harmless from and against any and all losses, damages or fines (collectively, “Losses”) incurred by MARCER as a result of a third-party claim of bodily injury to the extent such Losses are solely caused by Moore’s gross negligence or willful misconduct in the performance of Moore’s obligations under a Contract with MARCER. This indemnity does not extend to any Losses arising out of, resulting from or related to MARCER’s negligence, recklessness or willful misconduct.

A party’s right to indemnification is conditioned upon the indemnified party satisfying the following requirements: (a) the indemnified party must promptly notify the indemnifying party of any claim for which indemnification will be sought; (b) the indemnified party must give the indemnifying party control of the defense against the claim (including the right to select counsel and settle or compromise such claim, but the indemnifying party must not agree to a consent decree or similar order binding the indemnified party or to any settlement that specifically apportions fault or liability to the indemnified party without the indemnified party’s prior written consent); and (c) the indemnified party must reasonably cooperate with the indemnifying party’s defense against the claim.

In addition to MARCER's Terms and Conditions of the Contract, Moore requests the addition of the following language:

LIMITATION OF LIABILITY:

In no event will Moore be liable to MARCER under, in connection with, or related to this solicitation for any indirect, incidental, special, punitive, or consequential damages whether or not Moore is advised of the possibilities of those damages whether based on breach of contract, warranty, tort, product liability, or otherwise (including lost profits) from any cause.

WARRANTY DISCLAIMER

MOORE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY MOORE INCLUDING THE WARRANTY OF MERCHANTABILITY OR THE FITNESS FOR ANY PARTICULAR USE OR PURPOSE. MARCER SHALL LOOK TO THE MANUFACTURER OF PRODUCTS AND THE PROVIDER OF SERVICE FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF MOORE HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS OR SERVICES NOT SET FORTH IN ANY POTENTIAL MARCER CONTRACT.

INSURANCE

Moore Medical will provide our standard insurance – Please see sample insurance certificates attached.

Moore Medical and its affiliate's use of self or captive insurance is deemed to meet all the requirements of the contract.

4.0 SPECIFICATIONS - General Requirements

Section 4.3 Deliveries, Subsection g) – Moore must clarify our ability regarding deliveries. Moore can provide for 48-72 hour delivery in most cases. If ordered by 4:00 PM EST, Orders can be received within 48 hours. Orders for emergency items or products will be shipped for 24 hour delivery (Standard shipping charges may apply)