MASTER CONTRACT FOR PRODUCTS AND SERVICES THE CITY OF KANSAS CITY, MISSOURI AMENDMENT NO. 1 CONTRACT NO. EV2321

This amendment ("Amendment") is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (CITY) and LAZ PARKING (CONTRACTOR). The parties desire to amend the Contract EV2321 entered into on JULY 1, 2018 for Parking Enforcement Management Services as follows:

WHEREAS, City previously entered into a contract with CONTRACTOR to provide Parking Enforcement Management Services; and

WHEREAS, the parties now wish to amend the contract to an add additional optional renewal year with pricing (5th renewal); and

WHEREAS, The City and contractor agree to add a new scope of work covering additional Parking Enforcement Officers (PEO) to supplement KCPD parking enforcement officers for the purposes of monitoring and enforcing parking violations in City areas. This will add one (1) FT Dedicated Parking Enforcement Supervisor, five (5) Parking Enforcement Officers, one (1) part time Parking Enforcement Officer and one (1) Customer Service Ambassador. Year Four is pro-rated December 1, 2021 through June 30, 2022. Year Five and Year Six may be renewed at the full annual cost and will match the original contract dates in Sec. 2 Initial Term of Contract and Additional Periods. (a) Initial Term.

NOW THEREFORE, the parties agree to the following Amendment No. 1:

Sec. 1. Sections Amended. The following section(s) are hereby UPDATED to the Contract:

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

- (a) Initial Term. The initial term of this Contract shall begin on July 1, 2018 and shall end on June 30, 2019.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Attachment B: Pricing Model

This section covers added prices for additional scope and services. All other terms, conditions and pricing still apply. Pricing is required to be firm and fixed pricing. Do not submit travel and living expenses or cost of bonds separately in cost proposal

	OPERATING STATEMENT													
	LAZ Parking Midwest, LLC													
	KCMO - Meter Operations													
	Kansas City, MO													
	, i		Year 1		Year 2		Year 3		Year 4		Year 5		Year 6	
	Meter Operations													NOTATIONS
DIREC	T PAYROLL													
	Salaries	\$	55,542	\$	57,209	\$	58,925	\$	60,693	\$	62,514	\$	64,076	Project Manager
	Hourly Wages	\$	34,776	\$	35,819	\$	36,894	\$	38,001	\$	39,141	\$	40,119	40 Hours Per Week of Direct Meter Ops Staffing (Additional 40 Hrs/Wk. Fulfilled by MBE)
	Annual Performance Bonus	\$	3,137	\$	3,231	\$	3,328	\$	3,428	\$	3,531	\$	3,619	Employee Bonuses Based Upon Acheivement of Annual Performance Goals (i.e. contract compliance, staff turnover, ticket errors and other performance measures)
	PTO Accruals	\$	1,444	\$	1,487	\$	1,532	\$	1,578	\$	1,625	\$	1,666	
	PR Tax - FICA	\$	7,020	\$	7,230	\$	7,447	\$	7,671	\$	7,901	\$	8,098	
	PR Tax - FUTA	\$	551	\$	567	\$	584	\$	602			-	635	
	PR Tax - SUTA	\$	2,478		2,552		2,628	\$					2,858	
	Worker's Compensation	\$	1,044		1,075		1,107						1,204	
	Health Insurance	\$		\$	13,859	\$	14,274	\$	14,703		15,144		15,522	Salaried and Hourly Health Insurance
	401k Contribution	\$		\$	1,430	\$	1,473	\$	1,517		1,563		1,602	
	Total Direct Payroll & Related	\$	120,835	\$	124,460	\$	128,194	\$	132,040	\$	136,001	\$	139,401	
NON-P	AYROLL_													
RELAT	Third Party - MBE Subcontractor	\$	47,058	\$	48,470	\$	49,924	\$	51,421	\$	52,964	\$	54,288	Image Staffing, LLC, Assumes Avg. of 40 Hours Per Week at Avg. Rate of \$22.40 to Meter Ops Personnel
	Uniforms	\$	2,436	\$	2,509	\$	2,584	\$	2,662	\$	2,742	\$	2,810	Seasonal Uniforms for Direct Personnel and Third Party Personnel
	Office Supplies	\$	2,545	\$	2,622	\$	2,700	\$	2,781	\$	2,865	\$	2,936	Supplies for Parking Office
	Telephone and Communication	\$	2,424	\$	2,497			\$	2,649		2,728		2,796	Cell Phones and Service for Ops Staff
	Total Non-Payroll Related	\$	54,463	\$	56,097	\$	57,780	\$	59,513	\$	61,299	\$	62,831	
ADMIN	IISTRATIVE_													
& FEE	Performance Bond & Payment Bor	\$	5,151	\$	5,306	\$	5,465	\$	5,629	\$	5,797	\$	5,942	LAZ Cost to Secure Performance and Payment Bonds (1% of total contract cost for each)
	Liability Insurance	\$	9,382	\$	9,664	\$	9,954	\$	10,252	\$	10,560	\$	10,824	
	Bank Service Fees	\$	1,212	\$	1,248	\$	1,286	\$	1,324	\$	1,364	\$	1,398	
	Professional Services	\$	15,150	\$	15,605	\$	16,073	\$	16,555	\$	17,051	\$	17,478	Human Resources - EE Recruiting, Onboardining, Legal, Audit Fees, IT
	Management Fee	\$		\$	52,015	\$	53,575	\$	55,183	\$	56,838	\$	58,259	
	Total Admin & Fees	\$	81,395	\$	83,837	\$	86,352	\$	88,943	\$	91,611	\$	93,902	
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TOTAL	YEAR 1 OPERATING EXPENSES	\$	256,694	\$	264,394	\$	272,326	\$	280,496	\$	288,911	\$	296,134	
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Sec. 2. Sections Amended. The following section(s) are hereby ADDED to the Contract:

Attachment A Scope of Work Attachment B Pricing Model

This section covers added scope and services. All other terms and conditions still apply.

Attachment A Scope of Work

City Parking Enforcement Program and Responsibilities of the Parties

Staffing Requirements to be Provided by Contractor:

- 1 FT Dedicated Parking Enforcement Supervisor
- 5.5 Parking Enforcement Officers (PEO) Base Rate \$17/hr.
- 1 FT CSA to support administrative system for citation resolution
- Establish PEO 2 at \$19/hr. Would allow for an advancement to a slightly higher rate based on longevity and other benchmarks (If approved, will need to include an escalation into contract)

Enforcement Program:

- Primary Hours of Enforcement:
 - o Monday through Friday (6:00 am to 8:00 pm)
 - As needed, hours and days can be modified while staying in the weekly allowance below
- CITY will provide 2 vehicles for enforcement including maintenance and fuel o 1 will be used for License Plate Recognition (LPR) Enforcement (LPR)
- o 1 will be used for License Plate Recognition (LPR) Enforcement (LPR provided by CONTRACTOR)
- o 1 vehicle for Supervisor and PEO Transport as well as LPR Enforcement as available
- Meter District will require on-foot patrol (single space meters) to be provided by Contractor which will include:
- 260 Total Enforcement Hours Per Week
- Approximately 210 Productive Hours

	Monday	Tuesday	Wednesday	Thursday	Friday	Hours
Parking Enforcement Supervisor	8:00 am - 4:00 pm	40				
Parking Enforcement Officer (early)	6:00 am - 2:00 pm	40				
Parking Enforcement Officer	8:00 am - 4:00 pm	40				
Parking Enforcement Officer	8:00 am - 4:00 pm	40				
Parking Enforcement Officer	8:00 am - 4:00 pm	40				
Parking Enforcement Officer	10:00 am - 6:00 pm	40				
Parking Enforcement Officer (late)	4:00 pm- 8:00 pm	20				
Customer Service Ambassdor	8:00 am - 4:00 pm	40				

Citation Management System:

- Passport Citation Management System Priced Separately and provided by City
- o Requires Integration with Thin Blue Line, the E-Citation mobile ticketing software utilized by the Kansas City Police Department, if Thin Blue Line is to be used by any party

- o Police Issued Parking Citations transferred to Passport Citation Management System for collections and administrative citation resolution
- Budget includes Handheld Devices with Zebra Bluetooth Printers (7 devices) which City will provide to Contractor
- Genetec LPR (2 Vehicles) will be provided by CONTRACTOR at no cost using decommissioned units
- Annual license and storage fees for LPR included in Operating Budget
- Does not include mounting to City Vehicles (est. \$14,950) City Is responsible for mounting cost.

Immobilization Option:

- -This responsibility may become part of Contractor's Scope in the future at the option of the City
- Barnacle Immobilization Devices will be utilized and provided by City to Contractor
- Used for Scofflaw Enforcement and/or to Facilitate Tows
- Will be priced separately as expense neutral option. City will review and approve cost before Contractor begins project.
 - o No upfront cost or license fees Expenses paid through Release fee

Key Enforcement Benchmarks:

- Industry Average Citation Issuance Per Hour Per PEO 5 (within metered and timed zones districts) this is an industry baseline but actual issuance will vary depending on public user behavior and compliance generated.
- Approximate productive hours per shift 6.5 hours
- Approximate curb miles patrolled (vehicular patrol) 30 miles per day per officer

Attachment B: Pricing Model

This section covers added prices for additional scope and services. All other terms, conditions and pricing still apply. Pricing is required to be firm and fixed pricing. Do not submit travel and living expenses or cost of bonds separately in cost proposal. <u>Prices below for Additional Enforcement Measures Only.</u>

Year Four is pro-rated December 1, 2021 through June 30, 2022. Year Five and Year Six may be renewed at the full annual cost and will match the original contract dates in Sec. 2 Initial Term of Contract and Additional Periods. (a) Initial Term.

PAYROLL AND BENEFITS	YEAR 4	YEAR 5	YEAR 6	NOTES
Labor	\$160,643	\$282,273	\$289,330	1 FT Supervisor, 5.5 PEO's, 1 FT CSA, 7.5 Total FTE
Vacation/Sick	\$6,426	\$11,291	\$11,574	
Payroll Taxes	\$16,707	\$29,356	\$30,090	
Worker's Compensation	\$8,353	\$14,678	\$15,045	
401k Company Match	\$4,177	\$7,339	\$7,522	
Health Insurance	\$22,706	\$39,898	\$40,896	
TOTAL PAYROLL AND BENEFITS	\$219,012	\$384,835	\$394,456	
ADMINISTRATIVE COSTS				
Audit Fees	\$1,458	\$2,563	\$2,627	One Annual Performance Audit
IT Fees	\$4,550	\$7,995	\$8,195	LAZ BI, Office 365 Fees
Employee Hiring Costs, Background Check	\$1,196	\$2,101	\$2,154	
Payroll Processing	\$2,506	\$4,403	\$4,513	
TOTAL ADMINISTRATIVE COSTS	\$9,710	\$17,062	\$17,489	
LIABILITY INSURANCE	\$4,550	\$7,995	\$8,195	Vehicle Insurance (3 Vehicles) and GKL
Management Fee	\$29,167	\$51,250	\$52,531	
UNIFORMS	\$2,392	\$4,203	\$4,308	
SUPPLIES				
Computer	\$1,750			2 Office Set-ups, Supervisor and CSA
Handheld Devices	\$6,125			2 Office Set-ups, Supervisor and CSA
Copier Lease	\$875	\$1,538		
Enforcement Supplies	\$2,800	\$4,920	\$5,043	50,000 Citations, Plain Ticket Stock, Misc. Supplies
Citation Management System	\$0	\$0		Pricing Separately through Passport
Fuel	\$0	\$0		Provided by City
Vehicle R&M	\$0	\$0		Provided by City
Radios	\$0	\$0		
Office Supplies	\$1,400			Misc. Office Supplies - Adjudication Suppor
LPR License Fees	\$4,900			License and Storage Fees for Genetec LPR
Communication/Cellular	\$5,250			Cellular for Enforcement Handhelds
TOTAL SUPPLIES	\$23,100	\$40,590	\$41,605	
OFFICE EXPENSE				
Furniture	\$1,750	\$3,075	\$3,152	
Utilities	\$0	\$0		
Rent	\$0			
Telephone/Internet	\$1,050			
TOTAL OFFICE EXPENSE	\$2,800	\$4,920	\$5,043	
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TOTAL OPERATING EXPENSES	\$290,730.42	\$510,855	\$523,626	

- Sec. 3. Sections not Amended. All other sections of the Contract shall remain in full force and effect.
- **Sec. 4. Effectiveness; Date**. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

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

	CONTRACTOR I hereby certify that I have authority to execute this document on behalf of Contractor
Date:	By:
	Title:
	KANSAS CITY, MISSOURI
Date:	By:
	Title:
Approved as to form:	
Assistant City Attorney	