



**Agenda of the Belton City Council**  
**April 9, 2024 – 6:00 p.m.**  
**520 Main Street, Belton Missouri**  
<https://www.belton.org/watch>

**2023-2024 CITY COUNCIL**

A. CALL MEETING TO ORDER

B. PLEDGE OF ALLEGIANCE – Councilmember Pryan

C. ROLL CALL

D. PERSONAL APPEARANCES

E. UNFINISHED BUSINESS

1. Motion approving the final reading of Bill No. 2024-14

**An ordinance approving the Eleventh Amendment to the Tax Increment Financing Redevelopment Contract between the City of Belton, Missouri, and Y-58 Partners, LLC for implementation of the Y Highway Market Place Tax Increment Financing Redevelopment Plan, as amended.**

2. Motion approving both readings of Bill No. 2024-16

**An ordinance declaring the results of the annual election of municipal officers held in the City of Belton, Missouri on April 2, 2024.**

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3. Motion approving both readings of Bill No. 2024-17

**An ordinance declaring the results of the election on a use tax question held in the City of Belton, Missouri on April 2, 2024.**

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F. CONSENT AGENDA

One motion, non-debatable, to approve the “recommendations” noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.

Presented by Joe Warren, City Manager

1. **Motion approving the Minutes of the March 26, 2024, City Council Meeting.**

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2. **Motion approving the March 2024 Municipal Division Summary Report for Municipal Court.**

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G. COMMUNICATIONS FROM CITY COUNCIL

H. COMMUNICATIONS FROM MAYOR

**Presentation of Plaques  
Recess for a Reception**

**2024-2025 CITY COUNCIL**

A. ADMINISTRATION OF OATHS OF OFFICE TO NEWLY ELECTED OFFICIALS

B. ROLL CALL

C. PERSONAL APPEARANCES

D. NEW BUSINESS

1. Motion approving the first reading of Bill No. 2024-18  
Presented by Scott Lyons, Police Chief  
**An ordinance approving a five (5) year service agreement with Idemia Identity and Security USA, LLC for livescan service subscription.**

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2. Motion approving Resolution No. R2024-36  
Presented by John Sapp, Fire Chief  
**A resolution approving a Collective Bargaining Agreement between the City of Belton and the International Association of Firefighters, Local #42.**

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E. CONSENT AGENDA

F. COMMUNICATIONS FROM CITY COUNCIL

G. COMMUNICATIONS FROM MAYOR

1. Election of Mayor Pro Tem (Charter Section 3.4)

H. CITY MANAGER’S REPORT

April/May City Council Meetings – 6:00 p.m.

April 23, 2024

May 14, 2024

May 28, 2024

I. ITEMS FOR REVIEW AND DISCUSSION

J. ADJOURN MEETING

**AN ORDINANCE DECLARING THE RESULTS OF THE ANNUAL ELECTION OF MUNICIPAL OFFICERS HELD IN THE CITY OF BELTON, MISSOURI ON APRIL 2, 2024.**

**WHEREAS**, the election of municipal officers was held on Tuesday, April 2, 2024; and

**WHEREAS**, the County Clerk has certified the election results and those results are attached as **Exhibit A**.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:**

**Section 1.** It is hereby found, declared and determined in accordance with the certification of election results from the Cass County Clerk, at the annual election of municipal officers held April 2, 2024, in conformity with the laws of the State of Missouri, as follows:

**For the office of Ward 1 Councilmember:**

<b>CANDIDATE</b>	<b>TOTAL VOTES RECEIVED</b>
Patty Johnson	311

The City Council finds that Patty Johnson is the candidate for the office of Ward 1 Councilmember, for a three-year term, who received the highest number of votes, and she shall hold office for a term of three (3) years or until her successor is duly elected or appointed and qualified according to law.

**For the office of Ward 1 Councilmember:**

<b>CANDIDATE</b>	<b>TOTAL VOTES RECEIVED</b>
Alex McCallum	305

The City Council finds that Alex McCallum is the candidate for the office of Ward 1 Councilmember, for a one-year term, who received the highest number of votes, and he shall hold office for a term of one (1) year or until his successor is duly elected or appointed and qualified according to law.

**For the office of Ward 2 Councilmember:**

<b>CANDIDATE</b>	<b>TOTAL VOTES RECEIVED</b>
Carla Davidson	227
Angela Kraft	164

The City Council finds that Carla Davidson is the candidate for the office of Ward 2 Councilmember, for a three-year term, who received the highest number of votes, and she shall hold office for a term of three (3) years or until her successor is duly elected or appointed and qualified according to law.

**For the office of Ward 3 Councilmember:**

<b>CANDIDATE</b>	<b>TOTAL VOTES RECEIVED</b>
Allyson Lawson	260
James Callahan	96

The City Council finds that Allyson Lawson is the candidate for the office of Ward 3 Councilmember, for a three-year term, who received the highest number of votes, and she shall hold office for a term of three (3) years or until her successor is duly elected or appointed and qualified according to law.

**For the office of Ward 4 Councilmember:**

<b>CANDIDATE</b>	<b>TOTAL VOTES RECEIVED</b>
Wanda Thompson	179
Gregory Schrodt	150

The City Council finds that Wanda Thompson is the candidate for the office of Ward 4 Councilmember, for a three-year term, who received the highest number of votes, and she shall hold office for a term of three (3) years or until her successor is duly elected or appointed and qualified according to law.

**Section 2.** The City Council finds, declares, and determines that pursuant to Section 3.8(a) of the Home Rule Charter of the City of Belton, Missouri that the persons herein identified as receiving the highest number of votes for their respective offices are qualified to hold the same under the laws and constitution of the State of Missouri, the charter and ordinances of the City of Belton, Missouri, and other applicable law.

**Section 3.** The provisions of this ordinance are declared to be severable, and if any sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses or phrases of this ordinance, but they shall remain in effect notwithstanding the invalidity of any part thereof.

**Section 4.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 5.** This ordinance shall be in full force and effect from and after its passage and approval.

READ FOR FIRST TIME: April 9, 2024

PASSED AND APPROVED by the City Council and APPROVED by the Mayor of the City of Belton:

---

Mayor Norman K. Larkey, Sr.

ATTEST:

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Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

AYES: COUNCILMEMBER:  
NOES: COUNCILMEMBER:  
ABSENT: COUNCILMEMBER:

Registered Voters 73,837 - Total Ballots 8,745 : 11.84%

40 of 40 Precincts Reporting 100.00%

BALDWIN PARK TRUSTEES		
Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 2		
Total Votes	18	
WRITE IN	18	100.00%

BELTON COUNCILMEMBER WARD 3		
Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	363	
<b>ALLYSON LAWSON</b>	<b>260</b>	<b>71.63%</b>
JAMES CALLAHAN	96	26.45%
WRITE IN	7	1.93%

BELTON COUNCILMEMBER WARD 1, 3 YEAR TERM		
Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	318	
<b>PATTY JOHNSON</b>	<b>311</b>	<b>97.80%</b>
WRITE IN	7	2.20%

BELTON COUNCILMEMBER WARD 4		
Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	334	
<b>WANDA THOMPSON</b>	<b>179</b>	<b>53.59%</b>
GREGORY SCHRODT	150	44.91%
WRITE IN	5	1.50%

BELTON COUNCILMEMBER WARD 1, 1 YEAR UNEXPIRED TERM		
Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	316	
<b>ALEX McCALLUM</b>	<b>305</b>	<b>96.52%</b>
WRITE IN	11	3.48%

BELTON QUESTION 1		
Number of Precincts	9	
Precincts Reporting	9	100.00%
Total Votes		
	1,525	
YES	549	36.00%
<b>NO</b>	<b>976</b>	<b>64.00%</b>

BELTON COUNCILMEMBER WARD 2		
Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	396	
<b>CARLA DAVIDSON</b>	<b>227</b>	<b>57.32%</b>
ANGELA KRAFT	164	41.41%
WRITE IN	5	1.26%

CLEVELAND MAYOR		
Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	154	
<b>KEVIN ROBERSON</b>	<b>81</b>	<b>52.60%</b>
JEFF McKEE	68	44.16%
WRITE IN	5	3.25%

**AN ORDINANCE DECLARING THE RESULTS OF THE ELECTION ON A USE TAX QUESTION HELD IN THE CITY OF BELTON, MISSOURI ON APRIL 2, 2024.**

**WHEREAS**, the election for a local city use tax was held on Tuesday, April 2, 2024; and

**WHEREAS**, the County Clerk has certified the election results and those results are attached as **Exhibit A**.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI AS FOLLOWS:**

**Section 1.** It is hereby found, declared and determined in accordance with the certification of election results from the Cass County Clerk, at the general municipal election held April 2, 2024, in conformity with the laws of the State of Missouri, as follows:

**QUESTION 1**

**Shall the City of Belton, Missouri, in an effort to level the playing field for local businesses and provide a source of funds to be split and appropriated equally to giving rebates for local water utility customers and sidewalk and pedestrian infrastructure growth, improvement and maintenance, impose a local City use tax at the same rate as the total local City sales tax rate provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall be reduced or raised by the same action?**

**VOTES IN FAVOR  
549**

**VOTES OPPOSED  
976**

The City Council finds there were more votes opposed to imposing a local city use tax than votes in favor.

**Section 2.** The provisions of this ordinance are declared to be severable, and if any sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses or phrases of this ordinance, but they shall remain in effect notwithstanding the invalidity of any part thereof.

**Section 3.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 4.** This ordinance shall be in full force and effect from and after its passage and approval.

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**Minutes of the Belton City Council**  
**March 26, 2024**  
**City Hall Annex**  
**520 Main Street, Belton, Missouri**

Mayor Larkey called the meeting to order at 5:45 p.m.

Councilmembers present: Mayor Larkey, Alex McCallum, Allyson Lawson, Angela Kraft, James Pryan, Chris Richardson, Rob Powell, Bret White, Perry Gough

Staff present: Joe Warren, City Manager; Andrea Cunningham, City Clerk; Padraic Corcoran, Attorney; Greg Rokos, Assistant City Manager/Public Works Director; Mike Ekey, Assistant City Manager of Economic Development and Community Engagement; Matt Wright, Community Development Director; Police Chief Scott Lyons; Fire Chief John Sapp; Casey Koehn, Finance Director; Carla Wallen, Human Resources Director; Jay Kennedy, Golf Course Manager; Brian Welborn, Park Director

At 5:46 p.m. Councilmember Lawson moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1 and that the record be closed. Councilmember Kraft seconded. The following vote was recorded:

Ayes: 9 Mayor Larkey, Gough, Pryan, White, Richardson, McCallum, Lawson, Powell, Kraft

Noes: 0

Absent: 0

Motion carried.

Mayor Larkey called the meeting back to order at 6:08 p.m.

Councilmember White led the Pledge of Allegiance to the Flag.

**PERSONAL APPEARANCES**

Casey Koehn, Finance Director, and Judge Ross Nigro recognized Laura Ellis for 25 years of service.

Councilmember Lawson read a proclamation for Arbor Day 2024 and presented it to Kevin Feeback and Randy Asjes.

Brian Welborn, Park Director, said the 2024 Park Cruise Nights and Car Show on Main Street dates have been set. There will also be a Carry Nation event on Main Street May 31-June 2, 2024.

Cynthia Randazzo, Cass Community Health Foundation, 2316 E Meyer Blvd, Kansas City, MO 64132, presented additional information about the Cass County Dental Clinic's request for the city to waive the building permit fees.

Mayor Larkey announced Michael Hurst will not be present tonight for a personal appearance.

## UNFINISHED BUSINESS

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2024-13: **An ordinance approving the proposed Fiscal Year 2025 City Budget, as revised, and appropriating funds from the revenues of the City.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Joe Warren, City Manager, said a budget amendment will coming to the next meeting for ratification of the Fire Collective Bargaining Agreement. Vote on the final reading was recorded:

Ayes: 9 Richardson, Powell, Pryan, Kraft, Gough, White, Lawson, McCallum, Mayor Larkey

Noes: 0

Absent: 0

Bill No. 2024-13 was declared passed and in full force and effect as **Ordinance No. 2024-4838**, subject to Mayoral veto.

## NEW BUSINESS

Ms. Cunningham read Bill No. 2024-12: **An ordinance authorizing the waiver of building and development fees for the Cass County Dental Clinic new construction located at Markey Parkway and Towne Center Drive in Belton, Missouri.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Mr. Warren said based on legal advice, it would be best for the City Council not to approve this waiver, but staff would be open to a conversation with the clinic to find other ways to support them. Fees are charged for services rendered. There was support from the Council for staff to have a conversation with the clinic. Vote on the first reading was recorded with all voting no. First reading failed.

Ms. Cunningham read Bill No. 2024-14: **An ordinance approving the Eleventh Amendment to the Tax Increment Financing Redevelopment Contract between the City of Belton, Missouri, and Y-58 Partners, LLC for implementation of the Y Highway Market Place Tax Increment Financing Redevelopment Plan, as amended.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Mike Ekey, Assistant City Manager of Economic Development and Community Engagement, said this amendment will eliminate one automotive restriction in the contract. David Christie, Christie Development Associates, 7217 W 110th Street, Overland Park, KS 66210, answered questions from the Council about the layout for Valvoline, traffic flow, and Swig. There was Council discussion. Vote on the first reading was recorded with all voting in favor except Councilmembers Lawson, McCallum, Kraft, and Powell who voted no. First reading passed.

Ms. Cunningham read Bill No. 2024-15: **An ordinance approving the Belton Missouri Police Department Municipal Jail 2024 Housing Contract for inmates of the Harrisonville, Missouri Police Department.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Scott Lyons, Police Chief, said this is an updated contract for cost of service. Chief Lyons asked for a double reading tonight so they can move forward with allowing other agencies to use the city facility. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Lawson moved to hear the final reading.** Councilmember White seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by

Councilmember Lawson, seconded by Councilmember Kraft. Vote on the final reading was recorded:

Ayes: 9 Mayor Larkey, Gough, Pryan, White, Richardson, McCallum, Lawson, Powell, Kraft

Noes: 0

Absent: 0

Bill No. 2024-15 was declared passed and in full force and effect as **Ordinance No. 2024-4839**, subject to Mayoral veto.

Ms. Cunningham read Resolution No. 2024-31: **A resolution authorizing and approving a Public Service Agreement between the City of Belton, Missouri and Downtown Belton Main Street, Inc. to provide public service support for 2024 events.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Ms. Cunningham said this is the annual Downtown Belton Main Street, Inc (DBMSI) agreement asking the city to support their Main Street events. Art Ruiz, 16206 Speaker Ave, Belton, answered questions from the Council on behalf of DBMSI. There was discussion about the Christmas lights on Main Street. Mr. Ruiz said the DBMSI Board of Directors made the decision to not do it this year. Vote on the resolution was recorded with all voting in favor. Resolution passed.

## CONSENT AGENDA

Councilmember Powell asked the Council to please remove item 6 from the Consent Agenda to discuss under sperate action.

Councilmember McCallum asked the Council to please remove item 1 from the Consent Agenda to discuss under separate action.

Councilmember Lawson moved to approve the consent agenda consisting of a motion:

2. **authorizing the sale and disposition of surplus city inventory/personal property all in accordance with Section 2-991 of the Code of Ordinances, City of Belton, Missouri.**
3. **approving Resolution No. 2024-32: A resolution approving a Municipal Lease and Option Agreement with Municipal Asset Management, Inc. to lease replacement indoor fitness equipment for use at the Belton Parks High Blue Wellness Center and providing access to insurance coverage through the City’s equipment policy.**
4. **approving Resolution No. 2024-33: A resolution authorizing and directing the Custodian of Records of the City of Belton, Missouri to destroy certain records that have exceeded the retention requirements as set forth by the State of Missouri.**
5. **approving Resolution No. 2024-34: A resolution reappointing Ross Nigro to a four-year term as Belton Municipal Judge pursuant to Article VII of the City of Belton Charter.**

Councilmember Kraft seconded. All voted in favor. Consent agenda approved.

1. **Motion approving the Minutes of the March 12, 2024, City Council Meeting.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Councilmember McCallum said there is a scrivener’s error. He voted “in favor” on the 2024-13 motion to remove \$10,000 for use by the Homelessness Committee and leave it in the General Fund, but the minutes showed he voted “no.” This scrivener’s error

will be corrected but does not change the outcome of the vote. All voted in favor. Motion carried.

6. Ms. Cunningham read Resolution No. 2024-35: **A resolution repealing a portion of R2023-76 requiring proof of insurance coverage and waiver of subrogation from organizations or businesses requesting to close public city streets to conduct a parade in the street.**

Presented by Councilmember Lawson, seconded by Councilmember Kraft. Mr. Warren said this is in response to feedback received for the St. Patricks' Day parade and the high cost of insurance. Councilmember Powell asked who is responsible if there's an incident during a parade. Padraic Corcoran, Attorney, said the city has sovereign immunity from acts of 3<sup>rd</sup> parties not affiliated with the city. Mr. Warren said the intent of the original resolution was to mitigate risk, not from stopping small organizations from putting on events. Vote on the resolution was recorded with all voting in favor. Resolution passed.

## COMMUNICATIONS FROM CITY COUNCIL

Councilmember Gough said it has been a pleasure serving the community.

Councilmember McCallum had questions about the roundabouts and fire trucks navigating them. He said absentee voting is open and election day is in one week.

Councilmember Richardson said he appreciated Councilmember Gough's and Powell's service.

Councilmember Lawson provided a Park Report

- The Easter Egg Hunt was last Saturday
- Upcoming Easter Egg Dive at High Blue
- There is an Arbor Day poster contest
- There is a DIY clinic at High Blue on lawn and landscaping

Councilmember Pryan said he appreciated Councilmember Gough's and Powell's service.

Councilmember Kraft said the Chamber of Commerce is sponsoring a meet-n-greet on March 28, 2024, for the Council candidates and the Use Tax. Remember to vote April 2.

Councilmember Powell said the Belton-Cass TDD met last week and this was his last meeting as a Council representative. He said he heard Caliber Collision is the preferred provider for the city. Greg Rokos, Assistant City Manager/Public Works Director, said collision repair is handled individually.

Councilmember Powell said he reviewed R2015-4 which is the city's sidewalk cost-share. Councilmember Powell made a **motion directing city staff to prepare a resolution amending the current sidewalk cost share resolution for 80% of the total cost to fall on the city and 20% of the total cost to fall on the resident.** Councilmember White seconded. Mr. Corcoran said this resolution directs staff to prepare a resolution to amend the cost-share program. This item was not on the agenda tonight, so Sunshine Law would tell us to consider the amendment at a future

meeting. There was discussion about the definition of “resident.” All voted in favor. Motion carried.

Councilmember Powell said this is his last Council meeting since he’ll be out of town April 9. He said he appreciates the Mayor, City Council, staff, and residents.

Councilmember White said there was a Ward 4 meeting yesterday. He said there will be another Ward 4 meeting in three months. He said he appreciated Councilmember Gough’s and Powell’s service.

## **COMMUNICATIONS FROM MAYOR**

Mayor Larkey thanked Councilmembers Gough and Powell for their service. Remember to vote April 2.

## **CITY MANAGER’S REPORT**

### March/April City Council Meetings – 6:00 p.m.

April 9, 2024

April 23, 2024

May 14, 2024

May 28, 2024

Mr. Warren said the Public Arts Council has begun meeting. He said the Use Tax is on the ballot. It means lower water bills and more sidewalks. He thanked Councilmembers Gough and Powell for their work on behalf of the city.

Mr. Warren said there was a recent comment about staff not following the hierarchy of the flow chart. Many staff are residents of Belton. As an organization we have taken many strides to ensure citizens aren’t just at the top of the organizational flow chart, but that staff are listening to them and working on their behalf. There have been several citizen engagement committees added. There are many opportunities for residents to get involved and provide staff direct feedback. There is a new customer service engagement position. Staff have formally adopted **integrity** and **dedication to service** as the two core values. Everything is done with an eye on doing the right thing and being transparent and responsive. Staff know who they work for because they are friends, neighbors, and colleagues.

## **ITEMS FOR REVIEW AND DISCUSSION**

Chief Lyons presented the annual storm siren presentation. Be weather aware.

At 7:28 p.m. Councilmember Lawson moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; pertaining to leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; and pertaining to negotiated contracts, according to Missouri Statute 610.021.12, and that the record be closed, and

the meeting adjourned from there. Councilmember Kraft seconded. The following vote was recorded:

Ayes: 9 Mayor Larkey, Gough, Pryan, White, Richardson, McCallum, Lawson, Powell, Kraft

Noes: 0

Absent: 0

Motion carried.

Being no further business, the meeting was adjourned following the executive session.

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Andrea Cunningham, City Clerk

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Mayor Norman K Larkey, Sr



**DOCKET REPRESENTS A TRUE AND ACCURATE COPY  
OF COURT PROCEEDINGS HELD**

**MARCH 2024**

*Judge Mayo*

**4/1/2024**

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**MUNICIPAL JUDGE**

**DATE**

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29  
THE ATTACHED MUNICIPAL DIVISION SUMMARY  
REPORT FOR MONTH OF MARCH 2024 WAS  
PRESENTED AND REVIEWED BY CITY COUNCIL AS  
REQUIRED**

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**CITY CLERK**

**DATE**

# MUNICIPAL DIVISION SUMMARY REPORTING FORM SMC

*Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.*

<b><u>I. COURT INFORMATION</u></b>		Municipality: BELTON	Reporting Period: Mar 1, 2024 - Apr 1, 2024	
Mailing Address: 7001 E 163RD STREET, BELTON, MO 64012				
Physical Address: 7001 E 163RD STREET, BELTON, MO 64012			County: Cass County	Circuit: 17
Telephone Number: (816)3312798		Fax Number:		
Prepared by: LAURA ELLIS		E-mail Address: laura.l.ellis@courts.mo.gov		
Municipal Judge: ROSS C. NIGRO, JR.				
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		82	3,574	1,172
B. Cases (citations/informations) filed		12	350	111
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	1	1
3. court/bench trial - NOT GUILTY		0	20	2
4. plea of GUILTY in court		5	247	45
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	75	0
6. dismissed by court		0	0	1
7. <i>nolle prosequi</i>		0	8	19
8. certified for jury trial (not heard in Municipal Division)		0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		5	351	68
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		89	3,573	1,215
E. Trial de Novo and/or appeal applications filed		0	0	0
<b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>		<b><u>IV. PARKING TICKETS</u></b>		
1. # Issued during reporting period	455	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	315	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	3,580			

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: BELTON	Reporting Period: Mar 1, 2024 - Apr 1, 2024
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<b><u>V. DISBURSEMENTS</u></b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$24,019.12	Appointed Counsel Fund	\$319.30
Clerk Fee - Excess Revenue	\$2,763.56	Appointed Counsel Fund Expend	\$3.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$92.97	CVC Surcharge State	\$0.37
Bond forfeitures (paid to city) - Excess Revenue	\$1,630.00	CVC Surcharge-E/R	\$0.37
<b>Total Excess Revenue</b>	<b>\$28,505.65</b>	Court Automation	\$2,212.16
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		Law Enf Arrest-Local	\$200.00
Fines - Other	\$10,290.79	<b>Total Other Disbursements</b>	<b>\$2,735.20</b>
Clerk Fee - Other	\$748.10	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$48,783.00</b>
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00	<b>Bond Refunds</b>	<b>\$1,155.00</b>
Peace Officer Standards and Training (POST) Commission surcharge	\$319.04	<b>Total Disbursements</b>	<b>\$49,938.00</b>
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$2,274.56		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$25.01		
Law Enforcement Training (LET) Fund surcharge	\$627.50		
Domestic Violence Shelter surcharge	\$630.00		
Inmate Prisoner Detainee Security Fund surcharge	\$627.15		
Restitution	\$100.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,900.00		
<b>Total Other Revenue</b>	<b>\$17,542.15</b>		



## BILL NO. 2024-18 COUNCIL ACTION REPORT

**Title:** Approving a Five (5) Year Service Agreement with Idemia Identity and Security USA, LLC for Livescan

**Agenda Date:** April 9, 2024

**Presented by:** Scott A. Lyons, Police Chief

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### Background

- The Belton Police Department received notification that its current Idemia Livescan device will soon be obsolete and no longer supported by the manufacturer.
- The Idemia Livescan device is utilized for electronic fingerprinting and other necessary law enforcement functions by the state of Missouri and U.S. Department of Justice.

### Financial/Budget Considerations

- The Missouri State Highway Patrol will pay Idemia \$6,592.00 for the first year of the subscription.
- The remaining four (4) annual payments will be paid by the City of Belton for a total of \$26,368.00.

### Legal Considerations

- There are no legal considerations for this item.

### Policy Considerations

- There are no policy considerations for this item.

### Staff Recommendation

- Staff recommends approval of the Idemia Identity and Security USA, LLC Service Agreement.

**AN ORDINANCE APPROVING A FIVE (5) YEAR SERVICE AGREEMENT WITH IDEMIA IDENTITY AND SECURITY USA, LLC FOR LIVESCAN SERVICE SUBSCRIPTION.**

**WHEREAS**, the Belton Police Department received notification that its current Idemia Livescan device will soon be obsolete and no longer supported by the manufacturer; and

**WHEREAS**, the Missouri State Highway Patrol will directly pay Idemia Identity and Security USA, LLC \$6,592.00 for the first year of the five (5) year service agreement; and

**WHEREAS**, the remaining four (4) annual payments of \$6,592.00 will be paid by the City of Belton for a total of \$26,368.00; and

**WHEREAS**, it is in the best interest of the City to accept this service agreement and any ongoing costs for the Livescan system to utilize for electronic fingerprinting and other necessary for law enforcement functions for state of Missouri and U.S. Department of Justice.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:**

- Section 1.** That the City Council hereby approves in substantially similar form the Idemia Service Agreement herein attached and incorporated into this ordinance as **Exhibit A**.
- Section 2.** That the Police Chief is authorized to sign the Idemia Service Agreement and any other the documents necessary to carry out the intent of this ordinance on behalf of the City of Belton, Missouri.
- Section 3.** That this ordinance shall be in full force and effect from and after its passage and approval.
- Section 4.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR FIRST TIME: April 9, 2024

PASSED AND APPROVED by the City Council and APPROVED by the Mayor of the City of Belton:

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Mayor Norman K. Larkey, Sr.

ATTEST:

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Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

AYES: COUNCILMEMBER:  
NOES: COUNCILMEMBER:  
ABSENT: COUNCILMEMBER:



## SERVICE AGREEMENT

Idemia Identity and Security USA LLC (“IDEMIA”), (formerly MorphoTrak, LLC) a Delaware limited liability corporation, having a principal place of business at 11951 Freedom Drive, Suite 1800, Reston, Virginia 20190, and \_\_\_\_\_ (“Customer”), a [State of incorporation and type of entity], having a place of business at \_\_\_\_\_, enter into this Service Agreement (“Agreement”), pursuant to which Customer will purchase and IDEMIA will sell the services as described below and in the attached exhibits. IDEMIA and Customer may be referred to individually as “party” and collectively as “parties.”

For good and valuable consideration, the parties agree as follows.

### SECTION 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	“Description of Covered Products”
Exhibit B	“Statement of Work”
Exhibit C	“Payment Schedule”
Exhibit D	“Software License Agreement”

### SECTION 2. DEFINITIONS

“Agreement Price” means the price for the Services, exclusive of any applicable sales or similar taxes and freight charges.

“Default” means failure by either party to perform a material obligation under this Agreement.

“Effective Date” means that date upon which the last party to sign this Agreement has executed it.

“Equipment” means the physical hardware supplied by IDEMIA as outlined in the attached Description of Covered Products, and any related goods or material used by IDEMIA to provide the Services.

“Infringement Claim” means a third party claim alleging that the Equipment manufactured by IDEMIA or the IDEMIA Software infringes upon the third party’s United States patent or copyright.

“IDEMIA” means Idemia Identity & Security USA LLC.

“IDEMIA Software” means Software that IDEMIA owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

“Non-IDEMIA Software” means Software that a party other than IDEMIA owns.

“Operational Use” means when Customer first uses the System to perform functions as outlined in the attached Statement of Work.

“Optional Technical Support Services” means fee-based technical support services that are not covered as part of the standard Services.

“Patch” means a specific change to the Software that does not require a Release.

“Principal Period of Maintenance” or “PPM” means the specified days and times, as set forth in the Statement of Work, that Services will be provided under this Agreement.

“Products” means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by IDEMIA.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by IDEMIA under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by IDEMIA or another party.

“Releases” means an Update or Upgrade to the IDEMIA Software and are characterized as “Supplemental Releases,” “Standard Releases,” or “Product Releases.” A “Supplemental Release” is defined as a minor release of IDEMIA Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the IDEMIA Software. Depending on Customer’s specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: “1.2.3”. A “Standard Release” is defined as a major release of IDEMIA Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: “1.2.3”. A “Product Release” is defined as a major release of IDEMIA Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: “1.2.3”. If a question arises as to whether a Product offering is a Standard Release or a Product Release, IDEMIA’s opinion will prevail, provided that IDEMIA treats the Product offering as a new Product or feature for its end user customers generally.

“Residual Error” means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

“Services” means those services described in the Statement of Work and provided under this Agreement.

“Site” means the premises where Products are delivered and/or installed, or where the Services are performed, not including IDEMIA’s premises from which it performs remote Services.

“Software” means the IDEMIA Software and Non-IDEMIA Software that is furnished with the System or Equipment.

“Specifications” means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

“Start Date” means the date on which the term of this Agreement begins on Effective Date. This is the date when Services commence and Service Fees are due.

“System” means the Products and Services provided by IDEMIA as a system as more fully described in the Statement of Work.

“System Acceptance” means the date on which installation and training has been completed at Customer site. Customer will sign an acceptance letter at this time.

“Technical Support Services” means the remote telephonic support provided by IDEMIA on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

“Update” means a Supplemental Release or a Standard Release.

“Upgrade” means a Product Release.

### **SECTION 3. SCOPE AND TERM OF SERVICES**

3.1. SCOPE OF SERVICES. In accordance with the provisions of this Agreement and in consideration of payment by Customer of the Service Fee, IDEMIA will provide, ship, and install (if applicable) the Equipment described in the Description of Covered Products, and perform its other contractual responsibilities, all in accordance with this Agreement and the attached Statement of Work. As explained in further detail below, notwithstanding the placement of the Equipment in the Customer’s facility, title to and ownership of the Equipment shall remain in IDEMIA’s name, and Customer shall act as a responsible bailee for the Equipment. Customer will perform its contractual responsibilities in accordance with this Agreement and the attached Statement of Work.



3.2. CHANGE ORDERS. IDEMIA will provide the products as outlined in the attached Description of Covered Products and perform the Services as outlined in the attached Statement of Work. Either party may request changes outside the scope of work detailed in this Agreement. If a requested change causes an increase or decrease in the annual Service Fee or time required to perform this Agreement, IDEMIA and Customer will agree to an equitable adjustment of the Agreement Price, schedule, or both, and will reflect such adjustment in a change order. Neither party is obligated to perform requested changes unless both parties execute a written change order.

3.3. TERM. Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue for a period of five (5) years from the date of Initial System Acceptance (the "Term"). Upon expiration of this Term, the Customer shall have the following options:

- Customer may renew the LSaaS Agreement at the end of Year 5 at the same rate and receive a new unit with the same configuration.
- Purchase the unit outright for \$3,200.00 at the end of Year 5 and optionally enter into a maintenance agreement at the current maintenance rates at the time of "buy out"; maintenance options for 9x5 and 24x7.
- Let the Agreement expire at the end of Year 5; IDEMIA will remove the equipment.

3.4. IDEMIA SOFTWARE. Any IDEMIA Software, including subsequent Releases, is licensed to Customer for the Term of this Agreement solely in accordance with the Software License Agreement, attached hereto as Exhibit D. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.5. NON-IDEMIA SOFTWARE. Any Non-IDEMIA Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to IDEMIA the right to sublicense the Non-IDEMIA Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. IDEMIA makes no representations or warranties of any kind regarding Non-IDEMIA Software. Non-IDEMIA Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement.

3.6. SUBSTITUTIONS. At no additional cost to Customer, IDEMIA reserves the right to substitute any Equipment, Software, or services to be provided by IDEMIA, provided that the substitute meets or exceeds the specifications outlined in the Statement of Work and is of equivalent or better quality to the Customer. Any such substitution will be reflected in a written change order signed by both parties.

3.7. When IDEMIA performs Services at the Customer Site, Customer agrees to provide to IDEMIA, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. The Customer shall cooperate to provide all information pertaining to the hardware and software with which the Products are interfacing to enable IDEMIA to perform its obligations under this Agreement.

3.8. IDEMIA will provide to Customer Technical Support Services and Releases as follows:

3.8.1. IDEMIA will provide Technical Support Services and correction of Residual Errors during the PPM in accordance with the Statement of Work. Any Technical Support Services that are performed by IDEMIA outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.8.2. IDEMIA will provide Customer, without additional license fees, an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or Non-IDEMIA Software provided by IDEMIA in connection with such Supplemental or Standard Release. Any services will

be performed in accordance with a mutually agreed schedule.

3.8.3. IDEMIA will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by IDEMIA in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.8.4. IDEMIA does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at IDEMIA's then current rates for professional services.

3.8.5. IDEMIA's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, IDEMIA will provide Technical Support Services for a Severity Level 1 or 2 (defined in the Statement of Work) error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.9. The Services described in this Agreement are the only covered services. These Services specifically exclude and IDEMIA shall not be responsible for:

3.9.1. Any service work required due to environmental conditions, incorrect, or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.9.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by IDEMIA's representatives.

3.9.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.9.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.9.5. Accessories, custom or special products; modified units; or modified Software.

3.9.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by IDEMIA or the failure of the System due to extraordinary uses.

3.9.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by IDEMIA.

3.9.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.9.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.9.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.9.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.9.12. Operational supplies, including but not limited to, printer ink, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any and all consumable items and supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.9.13. Non-IDEMIA software unless specifically listed in the Description of Covered Products.

3.9.14. Support of any interface(s) beyond IDEMIA-provided port or cable, or any services that are necessary because Non-IDEMIA hardware, software or supplies fail to conform to the specifications concerning the Products.

3.9.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.9.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.9.17. Requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; and requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

3.10. The Customer hereby agrees to:

3.10.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.10.2. Provide standard industry precautions (e.g., back-up files) ensuring database security, per IDEMIA's recommended backup procedures.

3.10.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.10.4. Appoint one or more qualified employees to perform system administration duties, including acting as a primary point of contact to IDEMIA's customer support organization for reporting and verifying problems, and performing System backup. At least one member of the system administrator group should have completed IDEMIA's training. The combined skills of this system administrator group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and standalone personal computer hardware. The system administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level, as defined in the Statement of Work. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the system administrator before reporting them to IDEMIA. Customer shall assist IDEMIA in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact IDEMIA's Customer Support Center by telephone, but the System administrator must follow up with IDEMIA's Customer Support as soon as practical thereafter.

3.11. Customer shall permit and cooperate with IDEMIA so that IDEMIA may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. IDEMIA will limit the number of audits to no more than one (1) per year; provided that IDEMIA may audit more frequently to the extent necessary to ensure the Operational Use of the System.

3.12. If Customer replaces, upgrades, or modifies software that interfaces with the covered Products, IDEMIA will have the right to adjust the annual Service Fee to reflect any changes necessary to the IDEMIA provided Equipment or related Services.

3.13. Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of IDEMIA.

**SECTION 4. PRICING, PAYMENT AND TERMS**

4.1. AGREEMENT PRICE. The total Agreement Price in U.S. dollars is **\$26,368** and shall be paid on an annual Service Fee basis as outlined in the Exhibit C, Payment Schedule. The first annual Service Fee payment has been paid by the Missouri State Highway Patrol under PO **PV172401153.**

4.2. INVOICING AND PAYMENT. IDEMIA will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to IDEMIA within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. For Customer's reference, the IDEMIA Federal Tax Identification Number for is 27-4388807.

4.3. FREIGHT, TITLE, AND RISK OF LOSS. All freight charges will be pre-paid by IDEMIA and added to the invoices. Title to the Equipment and Software shall not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer Site. IDEMIA will pack and ship all Equipment in accordance with good commercial practices.

4.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The city which is the ultimate destination where the Equipment will be delivered to Customer is:

\_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer may change this information by giving written notice to IDEMIA.

4.5 CUSTOMER AS BAILEE. IDEMIA makes it available for use to Customer, and Customer accepts such bailment from IDEMIA, the Equipment for the duration of the Term, and subject to the conditions of this Agreement. For the avoidance of doubt, title to the Equipment is and will remain vested in IDEMIA, and Customer will not (i) acquire any title or other interest in the Equipment, or any right except the limited and conditional right to use as expressly set forth herein, (ii) permit any lien, encumbrance or security interest of any kind and in any amount to attach to the Equipment, (iii) permit the Equipment to be subjected to any interchange or pooling agreement, or (iv) permit the Equipment to be operated by or to be in the possession of any person other than Customer. Upon the expiration of this Agreement for any reason whatsoever, Customer shall return the Equipment to IDEMIA and assist IDEMIA in any actions reasonably required for IDEMIA to obtain physical possession of the Equipment.

4.6. AUTHORIZING FILING OF UCC STATEMENTS. Customer authorizes IDEMIA to file UCC-1 statements, and any other financing statements or related documents naming Customer as "Debtor" and describing the Equipment in all appropriate jurisdictions and, if applicable, to notify, in accordance with applicable law, any existing creditors of Customer with respect to the consignment arrangements contemplated hereby. Such documents will be filed for the purpose of providing notice of Customer's limited and conditional right to use the Equipment hereunder. The cost of such filing will be paid by the Customer.

## **SECTION 5. SITES AND SITE CONDITIONS**

5.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide (i) a designated project manager; (ii) all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the Sites; and (iii) access to the Sites identified in the Statement of Work or as reasonably requested by IDEMIA so that it may perform its duties in accordance with the Statement of Work.

5.2. **SITE CONDITIONS.** Customer will ensure that all Sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, Customer will ensure that these Sites will have (i) adequate physical space for the installation, use and maintenance of the System; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the System; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the System, including modem access, and adequate interfacing networking capabilities. Before installing the Equipment or Software at a Site, IDEMIA will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section 5.

5.3. **SITE ISSUES.** If IDEMIA or Customer determines that the Sites identified in the Statement of Work are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Statement of Work, IDEMIA and Customer will promptly investigate the conditions and will select replacement sites or adjust the installation plans and Statement of Work as necessary. If such change in Sites or adjustment to the installation plans and Statement of Work causes a change in the cost or time to perform, the parties will equitably amend the annual Service Fee or schedule, or both, by a change order.

## **SECTION 6. TRAINING**

Any training to be provided by IDEMIA to Customer under this Agreement will be included as part of system installation. Customer will notify IDEMIA immediately if a date change for a scheduled training program is required. If IDEMIA incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, IDEMIA is entitled to recover these additional costs.

## **SECTION 7. ACCEPTANCE**

### **7.1. SYSTEM ACCEPTANCE**

System Acceptance will occur upon completion of installation, training and testing indicating that the system is ready for Operational Use. Operational Use occurs when the System has been fully-implemented and the Customer may begin use of the System in the operational environment. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance. These minor omissions or variances will be corrected according to a mutually agreed schedule by Customer and IDEMIA.

## **SECTION 8. LIMITED WARRANTY AND DISCLAIMERS OF WARRANTY**

8.1. IDEMIA warrants to Customer that the Equipment: (a) upon System Acceptance will be operable, and (b) when properly installed, operated, and maintained in accordance with IDEMIA's and manufacturer's recommendations and the terms of the Agreement, will remain operable. As more fully set forth in Article 4 of this Agreement, ownership of the Equipment shall remain with IDEMIA throughout the Term of the Agreement. IDEMIA also warrants to Customer that any Services IDEMIA is required to perform pursuant to the Agreement will be performed in a competent manner. If any failure to meet these warranties appears during the Term, or any failure to meet the Services warranty described above appears within thirty (30) days of performance of the particular Services and during the Term of the Agreement, Customer shall promptly notify IDEMIA in writing and IDEMIA shall within a reasonable amount of time under the circumstances, in its own discretion: (i) repair or replace, at IDEMIA's option, Equipment that does not meet the Equipment warranty and/or (ii) re-perform the defective Service to the extent practicable. This Section 8 sets forth the sole and exclusive remedies for all claims based on failure of or defect in Equipment or Services whether a claim, however instituted, is based on contract, indemnity, warranty, tort

(including negligence), or other contractual or extra contractual liability of any nature, strict liability or otherwise, and under any system, theory or principle of law.

8.2. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, IDEMIA MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER OR ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, WARRANTIES REGARDING THE SIZE, DESIGN, CAPACITY, CONDITION, QUALITY, DURABILITY, SUITABILITY, MANUFACTURE OR PERFORMANCE OF THE EQUIPMENT OR SERVICES, OR PATENT OR INTELLECTUAL PROPERTY INFRINGEMENT OR THE LIKE. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

## **SECTION 9. DELAYS**

9.1. FORCE MAJEURE. Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

9.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If the Performance Schedule is delayed because of Customer (including any of its other contractors), (i) Customer will make the promised payments according to the Payment Schedule as if no delay occurred; and (ii) the parties will execute a change order to extend the schedule and, if requested by IDEMIA, compensate IDEMIA for all reasonable charges incurred because of such delay. Delay charges may include costs incurred by IDEMIA or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **SECTION 10. DISPUTES**

10.1. SETTLEMENT PREFERRED. IDEMIA and Customer, through their respective project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by IDEMIA and Customer within thirty (30) days after notice by one of the parties demanding non-binding mediation. IDEMIA and Customer will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. If the dispute is of technical nature, either party may request for the matter to be referred to a panel of subject matter experts, using as guidelines characteristics of similar systems or technology, as well as industry standards.

The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

10.2. LITIGATION. Any claim relating to intellectual property or breach of confidentiality provisions and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation as described above in Section 10.1 may be submitted by either party to a court of competent jurisdiction in the state of Delaware. Each party consents to jurisdiction over it by such a court, and specifically waives any right to raise a jurisdictional or venue related defense to such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if (i) good faith efforts

to resolve the dispute under these procedures have been unsuccessful; or (ii) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees, customers, suppliers, or subcontractors.

## **SECTION 11. DEFAULT AND TERMINATION**

11.1. **DEFAULT BY A PARTY.** If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in Default (unless a Force Majeure causes such failure) and may assert a Default claim by giving the non-performing party a written and detailed notice of Default. Except for a Default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of Default to either (i) cure the Default or (ii) if the Default is not curable within thirty (30) days, to provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Customer is the defaulting party, IDEMIA may stop working on the project until it approves the Customer's cure plan. For technical matters, the determination of failure to perform a material obligation may be referred by either party to a panel of subject matter experts, using as guidelines characteristics of similar systems or technology, as well as industry standards.

11.2. **FAILURE TO CURE.** If, within thirty (30) days of receiving notice of a claim of Default, a defaulting party fails to cure the Default, or fails to provide a written cure plan as provided in Section 11.1 above, unless otherwise agreed to in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of such termination, the defaulting party will promptly return to the non-defaulting party any of its Confidential Information (as defined in Section 14.1).

11.3. **FAILURE TO CURE BY CUSTOMER.** In the event that Customer fails to immediately cure any past due Service Fee when due; or cure any Default, or provide a written cure plan, each as provided in Section 11.1 above then IDEMIA may terminate this Agreement and Customer will indemnify the IDEMIA for the Service Fee due up to the date of termination. In addition, Customer must immediately return, at Customer's expense, all IDEMIA provided Equipment to IDEMIA.

11.4. **TERMINATION BY CUSTOMER.** Customer may terminate this Agreement for IDEMIA's Default, failure to cure, or failure to provide a written cure plan, as outlined in Section 11.1 above only. Customer will indemnify IDEMIA for costs incurred up to the point of termination.

### **11.5. EFFECT OF TERMINATION.**

11.5.1. In the event that IDEMIA terminates this Agreement for Customer's Default as in this Section 11.1 above, IDEMIA may, in addition to the rights listed in 11.3 above, require Customer, at Customer's expense, to promptly return all or any portion of Equipment provided by IDEMIA to Customer. In addition, IDEMIA may enter the Customer's Site(s) where the Equipment is located and take immediate possession and remove some or all of it, all without any IDEMIA liability to Customer; or IDEMIA may exercise any other right or remedy available to it under any applicable law. No right or remedy of IDEMIA referred to in this Section 11 is exclusive, but each is cumulative and in addition to any other right or remedy otherwise available to IDEMIA at law or in equity.

11.5.2. In the event that Customer terminates this Agreement for IDEMIA's Default as outlined in Section 11.1 above, Customer will allow IDEMIA to immediately remove and take possession of all IDEMIA provided Equipment located at the Customer's Site(s). Title to IDEMIA provided Equipment will not pass to Customer in the event of IDEMIA Default. No right or remedy of Customer referred to in this Section 11 is exclusive, but each is cumulative and in addition to any other right or remedy otherwise available to Customer at law or in equity.

11.6 **BUYOUT OPTION.** Upon expiration of this Agreement after the Term and any subsequent renewals as outlined in Section 3.3 above, the Customer shall have the option to purchase the IDEMIA provided Equipment at a discounted rate upon the agreement of IDEMIA. If Customer elects this Buyout Option, Customer and IDEMIA will enter into a separate agreement for the provision of maintenance services related to the Equipment. The Buyout option at the end of the initial 5 year term is \$3,200. If at the end of the initial 5 year term the Customer does not

extend this Agreement or exercise the Buyout option IDEMIA will remove the items listed in Exhibit A Description of Covered Products.

## **SECTION 12. INDEMNIFICATION**

12.1. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold IDEMIA harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against IDEMIA to the extent it is caused by the Customer's mishandling of the Equipment or the System, or the Customer's negligence or willful misconduct, or any of those actions by the Customer's subcontractors, or their employees or agents, while performing their duties under this Agreement, provided that IDEMIA gives Customer prompt, written notice of any such claim or suit. IDEMIA shall cooperate with Customer in its defense or settlement of such claim or suit. This section sets forth the full extent of Customer's general indemnification of IDEMIA from liabilities that are in any way related to this Agreement.

### **12.3. PATENT AND COPYRIGHT INFRINGEMENT.**

12.3.1. IDEMIA will defend at its expense any suit brought against Customer to the extent that it is based on an Infringement Claim, and IDEMIA will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. IDEMIA's duties to defend and indemnify are conditioned upon: (i) Customer promptly notifying IDEMIA in writing of such Infringement Claim; (ii) IDEMIA having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) Customer providing to IDEMIA cooperation and, if requested by IDEMIA, reasonable assistance in the defense of the Infringement Claim.

12.3.2. If an Infringement Claim occurs, or in IDEMIA's opinion is likely to occur, IDEMIA may at its option and expense procure for Customer the right to continue using the Equipment or IDEMIA Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for such Equipment or IDEMIA Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and IDEMIA Software.

12.3.3. IDEMIA will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or IDEMIA Software with any software, apparatus or device not furnished by IDEMIA; (ii) the use of ancillary equipment or software not furnished by IDEMIA and that is attached to or used in connection with the Equipment or IDEMIA Software; (iii) any Equipment that is not IDEMIA's design or formula; (iv) a modification of the IDEMIA Software by a party other than IDEMIA; or (v) the failure by Customer to install an enhancement release to the IDEMIA Software that is intended to correct the claimed infringement. The foregoing states the entire liability of IDEMIA with respect to infringement of patents and copyrights by the Equipment and IDEMIA Software or any parts thereof.

## **SECTION 13. LIMITATION OF LIABILITY**

13.1. **IDEMIA LIABILITY.** This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, IDEMIA's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT IDEMIA WILL NOT** be liable for any commercial loss; inconvenience; loss of use, time, data, goodwill, revenues, profits or savings; or other **SPECIAL, incidental, punitive, INDIRECT, OR consequential damages IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY IDEMIA PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.



13.2. CUSTOMER LIABILITY. Customer shall be liable to IDEMIA for all loss of or damage to Equipment, as described in the attached Description of Covered Products, during the term of this Agreement. Customer shall give IDEMIA prompt notification of any such loss or damage. In the event of such loss or damage and upon demand by IDEMIA, Customer shall pay to IDEMIA the cost either, at IDEMIA's option, to repair or to replace the Equipment. Customer shall also be liable for the total value of the System in the event that this Agreement is terminated for any reason prior to the Term of the Agreement as outlined in Section 3.3.

#### **SECTION 14. INSURANCE REQUIREMENTS**

14.1. LIABILITY INSURANCE. Customer shall obtain, at its expense, and shall at all times during which Equipment is at the Customer's Site or otherwise in Customer's possession or control maintain, comprehensive commercial general/public liability insurance, in broad form including coverage for liability assumed under contract, providing coverage for bodily injury, including death, and property damage of any person or persons, including, but not limited to, agents or employees of Buyer, arising from Equipment or its possession, use, operation, maintenance, storage, transportation, installation, dismantling or servicing, with a combined single limit of not less than \$1,000,000.00. The deductible for the liability insurance shall not exceed \$25,000.00. IDEMIA shall be named as an additional insured, and the liability insurance shall be primary with respect to any other liability insurance maintained by IDEMIA.

14.2. PROPERTY INSURANCE. Customer shall obtain, at its expense, and shall at all times during which the Equipment is at the Customer's Site or otherwise in Customer's possession or control maintain, property insurance covering Equipment against all risks, loss or damage, in such form and with such insurers as shall be satisfactory to or specified by IDEMIA, in an amount not less than the full replacement cost of all Equipment. The deductible for the property insurance shall not exceed \$25,000.00. IDEMIA shall be named as an additional named insured and loss payee as IDEMIA's interests may appear upon the property insurance and the property insurance shall be primary with respect to any other property insurance maintained by IDEMIA.

14.4. Customer shall, at least two business days prior to the arrival of Equipment at the Customer's Site, and upon demand by IDEMIA from time to time thereafter, furnish IDEMIA with a certificate of insurance demonstrating that the required insurance coverages are in effect.

14.5. SUBROGATION. In the event of any loss or damage to Equipment, in addition to its other rights, IDEMIA will be subrogated to any right of Customer to recover against any person or entity with respect to such loss or damage. Customer will cooperate fully in the prosecution of such rights and will neither take nor permit to be taken any action to prejudice such rights.

#### **SECTION 15. CONFIDENTIALITY, PROPRIETARY RIGHTS, AND RIGHTS IN DATA**

##### **15.1. CONFIDENTIAL INFORMATION.**

15.1.1. During the term of this Agreement, the parties may provide each other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

15.1.2. Each party will: (i) maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such

Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

## 15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1. IDEMIA, the third party manufacturer of any Equipment, and the copyright owner of any Non-IDEMIA Software own and retain all of their respective Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of IDEMIA, any copyright owner of Non-IDEMIA Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in IDEMIA, and this Agreement does not grant to Customer any shared development rights of intellectual property.

15.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in the Proprietary Rights of IDEMIA. Customer agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

## 15.3 RIGHTS IN DATA

15.3.1. All materials, documents, data or information obtained from the Customer data files or any Customer medium furnished to IDEMIA in the performance of this Agreement will at all times remain the property of the Customer. Such data or information may not be used or copied for direct or indirect use by the IDEMIA after completion or termination of this Agreement without the express written consent of the Customer. All materials, documents, data or information, including copies, must be returned to the Customer at the end of this Agreement.

## **SECTION 16. MISCELLANEOUS**

16.1. **TAXES.** The Agreement Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on IDEMIA's income or net worth), all of which will be paid by Customer except as exempt by law. If IDEMIA is required to pay or bear the burden of any such taxes, it will send an invoice to Customer and Customer will pay to it the amount of such taxes (including any applicable interest and penalties) within twenty (20) days after the date of the invoice.

16.2. **ASSIGNABILITY.** Customer may not assign this Agreement without the prior written consent of IDEMIA. Any attempted assignment in contravention of this Section 16.2 shall be null and void. IDEMIA may assign this Agreement without the prior written consent of Customer. ,

16.3. **SUBCONTRACTING.** IDEMIA may subcontract any portion of the work, but such subcontracting will not relieve IDEMIA of its duties under this Agreement.

16.4. **WAIVER.** Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

16.5. **SEVERABILITY.** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or

portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

16.6. **INDEPENDENT CONTRACTORS.** Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

16.7. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

16.8. **GOVERNING LAW.** This Agreement, and any issues relating hereto or disputes arising hereunder, and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the state of Delaware.

16.9. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

16.10. **NOTICES.** Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

**IDEMIA**

**CUSTOMER**

11951 Freedom Drive, Suite 1800

\_\_\_\_\_

Reston, Virginia 20190

\_\_\_\_\_

ATT: Inside Sales

\_\_\_\_\_

16.11. **COMPLIANCE WITH APPLICABLE LAWS.** Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the Equipment.

16.12. **AUTHORITY TO EXECUTE AGREEMENT.** Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any governing authority of the party.

16.13. **APPROPRIATION:** Any party to this Agreement's obligations under this Agreement shall cease immediately, without penalty of further payment being required, in any year for which funding for the subject of this Agreement fails to be appropriated and that party's obligations under this Agreement shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to meet such obligations. Any such party shall give notice of such termination of funding as soon as practicable after it becomes aware of the failure of funding.

16.14. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

16.15. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

16.16. SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Section 3.4 (IDEMIA Software); Section 3.5 (Non-IDEMIA Software); if any payment obligations exist, Sections 4.1, 4.2 (Agreement Price and Invoicing and Payment), 4.5 (Customer as Bailee) and 4.6 (Authorizing Filing of UCC Statements); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 15 (Confidentiality, Proprietary Rights, and Rights in Data); and all of the provisions in Section 16.

**SECTION 17. AGREEMENT EXECUTION**

The parties hereby enter into this Agreement as of the Effective Date.

**Idemia Identity & Security USA LLC:**

**NAME ("CUSTOMER")**

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Name Casey Mayfield

Name \_\_\_\_\_

Title Sr. Vice President Justice & Public Safety

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Phone (657) 652-4447

Phone \_\_\_\_\_

Email Noemi Islas noemi.islas@us.idemia.com

Email \_\_\_\_\_

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**Exhibit A DESCRIPTION OF COVERED PRODUCTS**

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The following table lists the Products that will be provided by IDEMIA and covered under the Agreement:

IDEMIA LiveScan System Software
FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner
Computer, monitor, keyboard
<b>Mug Photo Capture</b>
<b>FBI Certified Duplex Card printer (Finger &amp; Palm)</b>
Foot pedal for hands free advancement
Standard Missouri Workflows and Profiles
2-Finger FAST ID
Installation / On-site Training
Freight

## Exhibit B STATEMENT OF WORK

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround, such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance with Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

*(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)*

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

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### Exhibit C Payment Schedule

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5 year Agreement with 9 x 5 (Monday through Friday, excluding holidays) On-site *Advantage* Solution Maintenance:

- Year 1 payment of \$0 (paid by Missouri State Highway Patrol)
- Year 2 payment of \$6,592 due 12 months after Effective Date of this Agreement
- Year 3 payment of \$6,592 due 12 months after Year 2 payment
- Year 4 payment of \$6,592 due 12 months after Year 3 payment
- Year 5 payment of \$6,592 due 12 months after Year 4 payment
  
- Cumulative 5 year cost to Customer for services provided by this Agreement = \$26,368



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## Exhibit D SOFTWARE LICENSE AGREEMENT

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In this Exhibit D, the term “Licensor” means Idemia Identity & Security USA LLC (“IDEMIA”); “Licensee,” means the Customer; “Primary Agreement” means the agreement to which this exhibit is attached (Service Agreement); and “Agreement” means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

### **SECTION 1    DEFINITIONS**

1.1     “Designated Products” means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2     “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3     “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4     “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5     “Primary Agreement” means the agreement to which this exhibit is attached (Service Agreement).

1.6     “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

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11.4 **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5 **PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.



## R2024-36 COUNCIL ACTION REPORT

**Title:** BFD 2024-2027 Collective Bargaining Agreement (CBA)  
**Agenda Date:** April 9, 2024  
**Presented by:** Fire Chief John Sapp

---

### Background

The Belton Firefighters have been a part of Local 42 for many years. The City and Local 42 currently work under a collective bargaining agreement (CBA) that will expire March 31 of this year. The CBA outlines terms regulating items such as working conditions, discipline, benefits, and pay. Teams from the City and Local 42 have been negotiating over the past few months to come to an agreement that offers fair and equitable terms that best protects the interest of the City and the firefighters.

### Financial/Budget Considerations

The following are the FY25 budget impacts:

- Salary and benefit adjustments \$364,617
- Critical Illness Pool \$8,745
- Increased boot allowance \$5,625
- Uniform Hats \$5,200

These items will be funded through the general fund with some costs being reimbursed through available Public Safety Sales Tax funds. Each of these items have been accounted for and added to the FY25 budget.

### Legal Considerations

The attached CBA document was negotiated using the services of Attorney Jeff Place with Jackson Lewis P.C. who adjusted and reviewed the CBA document leaving us with no additional legal concerns.

### Policy Considerations

The only policy changes at the City level will be the updated pay scales that have been agreed upon. Those scales have been included with the packet. There are a few internal Fire Department Policies that will require minor adjustments related to the negotiated terms. None of these adjustments will require any code changes nor affect any current services to the public.

### Staff Recommendation

Staff recommends the approval of the updated 2024-2027 CBA between IAFF Local 42 and the City.

**R2024-36**

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BELTON AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #42.**

**WHEREAS**, the City and Local 42 have operated under a mutually agreed Labor Agreement that will expire March 31, 2024; and

**WHEREAS**, the City’s and Local 42’s negotiating teams have negotiated the terms and conditions for a follow-on labor agreement to be effective April 1, 2024; and

**WHEREAS**, the City Council believes that the Labor Agreement is a fair representation of the rights and responsibilities of the City, Management, Local 42, and full time sworn fire department members of the rank of Captain and below.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:**

**Section 1.** That the Labor Agreement, herein attached to and incorporated in this resolution as **Exhibit A** is hereby approved.

**Section 2.** That the City Manager and Fire Chief are hereby authorized to sign the Labor Agreement on behalf of the City.

**Section 3.** That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and approved this \_\_\_\_\_ day of April, 2024.

\_\_\_\_\_  
Mayor Norman K. Larkey, Sr.

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**CITY OF BELTON, MISSOURI**  
**AND**  
**INTERNATIONAL ASSOCIATION OF**  
**FIRE FIGHTERS LOCAL #42**  
**2024-2027**



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## **PREAMBLE**

This Collective Bargaining Agreement has been developed by Local Union No. 42 of the International Association of Fire Fighters, AFL-CIO-CLC, herein called the "UNION," and the City of Belton, Missouri, herein called the "City," through the City Manager. By this Collective Bargaining Agreement, the Union and the City agree to comply with the provisions herein, which are applicable. The City Manager agrees that the provisions included herein which can be accomplished by administrative action and which are not in conflict with existing administrative regulations are in effect immediately. The City Manager further agrees that the provisions that can be accomplished by administrative action, but which are in conflict with existing administrative regulations, shall be in effect as soon as practicable to draw revised administrative regulations. Existing regulations will be reviewed within thirty (30) days to identify and change any regulations, which may require change to conform to this Collective Bargaining Agreement. The City Manager further agrees that provisions herein, which require action by the City Council, shall be submitted to the Council as soon as the appropriate ordinances or resolutions can be prepared. This Agreement shall be included as part of the City of Belton Fire Department Employee Handbook.

## **ARTICLE 1 RECOGNITION AND UNION SECURITY**

### **Section 1.1 Recognition**

The City hereby recognizes the International Association of Fire Fighters, Local No. 42, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

The bargaining unit for which the recognition is accorded includes personnel in the classifications of Fire Fighter-EMT, Fire Fighter-Paramedic, Paramedic, Fire Apparatus Operator, and Captain and any other position that is created and that is at the Captain's rank and below, employed with the Belton Fire Department.

This specifically excludes all other employees in all other classifications within the Belton Fire Department and the City of Belton.

### **Section 1.2 Union Security**

The City will not discharge or discriminate against members of Local No. 42 because of membership in Local No. 42 or because of lawful Union activities. The Union and its members agree that they will at all times respond to emergency calls in the normal manner and properly maintain all fire equipment.

The City and Union agree not to discriminate against members because of race, religion, color, ancestry, national origin, sex, disability, marital status, familial, sexual orientation, or membership in any other category protected by law.

The City agrees to allow the Union to maintain a bulletin board in each of the fire stations for the purpose of posting items of Union interest which have the approval of the Union. In no event shall a bulletin board be used for political purposes or for any purpose that may in any way injure

the City or its employees. When items are posted on a bulletin board maintained by the City, such items shall not be removed or otherwise inhibited by the Union.

### **Section 1.3 Dues Deduction**

The City agrees to deduct each pay period, dues and assessments in amount certified to be current by the Secretary – Treasurer of the Local Union from the pay of those employees who submit payroll deduction forms to be provided by the Union. The City shall forward the dues deducted to the Secretary – Treasurer of the Union.

- A. The City shall deduct Union dues from the salaries of those members of Local No. 42 who authorize such in writing (pursuant to the authorization form attached as Appendix A). Dues deductions shall be irrevocable for a period of one (1) year or the expiration of this Agreement, whichever occurs first. Revocation of such authorization must be in writing, with a copy to the Secretary-Treasurer of the Union and the City, and shall be in accordance with the procedure set forth in the authorization form.
- B. Dues deducted, as provided for above, will be forwarded to the Secretary-Treasurer of Local No. 42. The City agrees to provide these services without charge to the Union.
- C. The Union agrees to defend, indemnify and hold the City harmless in the event any employee brings a claim against the City based on the City's compliance with the provisions of this Section.

### **Section 1.4 Political Action Committee**

The City shall provide for the option of contributing to a Political Action Committee or Continuing Committee designated by the Union through payroll deduction.

### **Section 1.5 Release from Duty**

One (1) member elected or appointed to represent the Union shall be granted time to perform functions related to administration of this Collective Bargaining Agreement, including attendance at regular and special meetings and activities related to grievance procedures without loss of pay.

Three (3) IAFF Local No. 42 Belton shop members of the Union shall each be allowed twenty (20) hours shift release for each year for all negotiation meetings which shall be mutually set by the City and the Union.

### **Section 1.6 Notification of Rules**

The Union shall be provided a copy of any new rule, directive or procedure, which is issued in writing fifteen (15) calendar days before it becomes effective, where practicable. The Union shall have the opportunity to discuss such rule with the Fire Chief as soon as the changes are received. The Union shall have the right to grieve the implementation of any changes at the time they are issued under the provisions set forth in this Collective Bargaining Agreement.

**Section 1.7 Access to Information**

The City agrees to provide the Union as requested, but not more than once a month, with copies of the reports pertaining to Bargaining Unit personnel: the assignment roster, the alphabetical listing providing station location, home address, telephone number and the seniority list by classification. The Fire Department shall provide the Union with copies of all injury reports.

**Section 1.8 On Duty Union Activity**

The Union may hold meetings pertinent to Union business on Fire Department property after 1730 hours, provided permission for such meeting is obtained in advance from the Fire Chief or his/her designated representative.

Union officers and committee members may conduct Union business on City time at their work location as long as such business does not interfere with their Fire Department duties.

**ARTICLE 2 MANAGEMENT RIGHT AND NO STRIKE**

**Section 2.1 Management Rights**

The City possesses the sole right to operate and manage the Fire Department together with all management rights, except to the extent such rights are limited by the express provisions of this Collective Bargaining Agreement. Such management rights include, but are not limited to:

- A. To determine the mission of the Fire Department;
- B. To direct the work forces;
- C. To hire, assign, transfer employees;
- D. To determine the methods, means, and number of personnel needed to carry out the mission of the Fire Department;
- E. To discipline or discharge for just cause;
- F. To change existing methods or facilities;
- G. To introduce new or improved methods and facilities;
- H. To take whatever actions may be necessary to carry out the mission of Fire Department;
- I. To make, amend, and enforce reasonable operating procedures and work/safety rules.

As noted above, the City possesses the sole right to operate and manage the Fire Department and the above list of enumerated rights is not intended to limit or restrict those rights that inherently repose in Management. Those powers, rights and authority that inherently and appropriately repose in Management will be exercised in a manner consistent with the express provisions of this Agreement and will not be exercised or claimed in an effort to undermine the Union or in an attempt to evade the express provisions of this Agreement.

It is also recognized that the Fire Chief, City Manager, or their representatives may delegate any of the authority or responsibility referenced in this Agreement to an authorized representative.

**Section 2.2 No Strike Clause**

The City and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, the City agrees that there will be no lockout, and the Union agrees on behalf of itself and the employees represented by it, that there will be no concerted failure to report to work, cessation or interruption of work, slowdown, strike, boycott, or any type of organized or concerted interference, express or implied, direct, indirect, or coercive or otherwise, with the City's business, by the Union, its members or the members covered by this Agreement. The Union further agrees that, should any such acts be committed by employees, it will discourage said acts.

It is mutually understood and agreed that the City shall have the right to take disciplinary action, including discharge, against any employee who may engage in any concerted failure to report to work, cessation or interruption of work, slowdown, strike, boycott, or any type of organized or concerted interference.

**ARTICLE 3 SENIORITY**

**Section 3.1 Hire Date**

For the purpose of seniority, Hire Date is the employee's start with the Fire Department and it shall be calculated by years of service from the date of employment with the Fire Department.

**Section 3.2 City Date**

For the purpose of seniority, City Date is the employee's start with the City of Belton, Missouri, and it shall be calculated by years of service from the date of employment with the City of Belton, Missouri.

**Section 3.3 Rank Date**

For the purpose of seniority, Rank Date is the date of appointment or promotion to each rank classification.

**Section 3.4 Resignation and Termination**

In the cases of employees who leave employment with the City of Belton, Missouri due to termination for cause or resignation, date of employment shall mean most recent date of employment, except that the City may, in its discretion, choose to offer as a part of an offer of re-employment, an adjusted Hire Date to be calculated in accordance with Section 3.5 below.

**Section 3.5 Adjusted Seniority**

In the case of members returned from a disability pension or members re-employed pursuant to an offer that specifically provides for restored seniority, seniority for all purposes shall be

calculated from original date of employment and original date of appointment, where applicable, with the understanding that the time spent on pension or not in the employment of the City shall not count toward the accrual of seniority.

### **Section 3.6 Fire Department Probationary Period**

The Fire Chief and the Union have agreed to a twelve (12) month probationary period for newly hired employees of the Fire Department. After the successful completion of twelve (12) months of employment, newly hired members of the Fire Department shall enjoy those rights and privileges of regular employees, except to the degree limited or otherwise provided for in this Collective Bargaining Agreement.

Unless prohibited by City Policy, the twelve (12) month probationary period will be waived for members returned to duty from a disability pension and may also be waived or modified in the case of members re-employed by the Fire Chief, pursuant to an offer of restored seniority.

The Fire Department's Probationary Period may be extended for new employees, with notice to the Union, for an attainment of Emergency Services certification including but not limited to EMT, Paramedic, and Fire Fighter I and II. Failure of the employee to attain the aforementioned certifications may lead to discipline including termination.

## **ARTICLE 4 STAFFING & VACANCIES**

### **Section 4.1 Staffing**

#### **A. Assigned Staffing:**

The City Administration is committed to the goal of endeavoring to maintain the Bargaining Unit Member's assigned staffing at no less than fifteen (15) employees per shift for the term of this Agreement. City Administration will use its best efforts to avoid the need for reductions in force or hiring freezes during the term of this Agreement, and will not implement either unless expressly directed to do so by the City Council. In pursuit of this goal, the City will make its best efforts to have four paramedics per shift by September 1, 2024.

The parties mutually agree that if the City implements any hiring freeze or layoffs during the term of this Agreement, the City will nevertheless continue to fill FAO and Captain positions to the extent necessary to at least maintain the number of personnel currently in those positions.

#### **B. Minimum Staffing:**

The City Administration is committed to the goal of endeavoring to maintain the Bargaining Unit Member's minimum staffing of twelve (12) employees per shift for the term of this Agreement.

If sufficient personnel are not available to meet the minimum staffing requirements, fire fighters shall be retained or recalled on overtime.

**Section 4.2 Vacancies – Captain and Fire Apparatus Operator**

All promotions within the bargaining unit for Captain and Fire Apparatus Operator positions, for which bargaining unit members are eligible to compete subject to the provisions of this Agreement, shall be filled from the current promotion list as they occur.

When the vacancy is to be filled as a continued budgeted position, it shall be filled at the start of a pay period within thirty (30) days of the occurrence of the vacancy. It is further agreed that promotions shall be made from the list in effect at the time the vacancy giving rise to the promotion occurs.

**Section 4.3 Vacancies – Fire Fighter/Paramedic and Fire Fighter/EMT**

The City shall make a good faith effort to fill entry-level vacancies in as short a time as practicable (normally within thirty (30) days), so as to ensure that staffing levels are maintained at the levels directed by the City Council. The City will notify the Union in the event the City does not anticipate being able to fill a position within thirty (30) days.

**Section 4.4 New Positions**

In the event that a new bargaining unit position is proposed by the City, the newly proposed position shall be discussed by the Labor/Management Committee. The City agrees to discuss any proposed changes to the qualifications for entry-level bargaining unit positions with the Union and allow the Union to make recommendations regarding such changes, prior to implementation.

**ARTICLE 5 GENERAL PROVISIONS**

**Section 5.1 Duties**

The duties of the members of the City’s Fire Department shall be those described in the Belton Fire Department Rules and Regulations Policy Book.

Members of the City’s Fire Department shall not be detailed to duties unrelated to the mission of the Fire Department that would significantly impair the Department’s ability to perform such duties, except as may be required in situations of emergency and for the duration of the emergency.

However, in situations of an emergency declared by the Governor of the State of Missouri, the Mayor or City Manager of the City of Belton, those duties shall be whatever is necessary to carry out the mission of the City of Belton and/or the State of Missouri.

**Section 5.2 Inclement Weather**

The City will not require employees to perform outside work during inclement weather when it would be unreasonable to do so, taking into account the importance of the work to protect life, property or to maintain service to the public.

1. Firefighting units shall not be required to do any routine outside work or engage in training activities where such activities will require them to get wet when the outside temperature is below 50 degrees F. or above 90 degrees F.
2. Firefighting units shall not be required to do any routine outside work or engage in training activities during periods of precipitation or when the temperature is below 40 degrees F. or above 90 degrees F.

### **Section 5.3 Subcontracting**

During the term of this Agreement, the City will not contract out any work presently performed exclusively by bargaining unit employees without advance written notice to the Union where it is practicable to do so and, if it would result in a displacement of employees, with full discussion, if requested, of the impact of such decisions on bargaining unit employees.

### **Section 5.4 Belton Community Center Membership**

The City shall provide individual membership to the Belton Community Center to all bargaining unit members at no cost to the employee in the same manner as is provided to other City of Belton employees. Employees are allowed to cancel their Community Center membership at any time.

### **Section 5.5 Ready Time**

It is understood that the agreed upon schedule contemplates that some scheduled hours will be designated as “ready time”, when routine inspections, training and testing will not be scheduled. Ready time is defined as the standby time on the night tour of duty in which no routine activities will be scheduled.

This time will be the hours from 1800 hours until 0700 hours. During the ready time period, equipment will be maintained in a manner that ensures readiness to respond to any non-emergency or emergency responses and all aspects that go along with such responses including finishing all reports. Both parties agree that special circumstances of a critical nature may arise, which may require that some duties be performed during ready time including public relations events and any other special events or situations as deemed necessary by the Fire Chief.

Ready time on holidays will be the hours from 1300 until 0700 the following morning.

### **Section 5.6 Burial Expenses**

The City agrees to defray reasonable funeral and burial expenses of any employee of the Fire Department who dies in the Line of Duty, in accordance with the employee’s personal and religious beliefs through a contribution of \$15,000.00 to the family or representative of the deceased responsible for such expenses.

**Section 5.7 Licensure**

All personnel serving as emergency medical technicians or paramedics will be required to maintain their National Registry Certification and/or their state licenses. All personnel will be required to maintain licensures required by EMS protocols and the EMS Director. The City will provide all necessary training to maintain such licensing.

**Section 5.8 Pilot Programs**

The parties may agree to enter into any kind of a Pilot Program that is developed through the Labor/Management Process with final approval of the City Manager.

**ARTICLE 6 HOURS**

**Section 6.1 Emergency Operations Members**

The regular work schedule for members of the Emergency Operations Division shall be a 24-hour shift on the Berkeley system and the regular work week shall average 53 hours per week (On 24 hours, off 24 hours, on 24 hours, off 24 hours, on 24 hours, and then off 96 hours).

The normal FLSA work period for employees assigned to 24-hour shifts shall be twenty-eight (28) days. Employees on 24-hour shifts shall receive overtime pay for all hours actually worked in excess of 212 hours in the 28-day work period.

The parties agree to discuss alternative shift schedule arrangements through the labor-management process.

**Section 6.2 Trading Time**

Shift trades may be voluntarily undertaken between two (2) employees upon approval of the employees' Battalion Chief prior to such exchange of time.

Responsibility for arrangement for the repayment of such time rests with the employees involved. No obligation shall be placed upon the City for repayment of time voluntarily traded or repaid between employees.

**ARTICLE 7 OVERTIME PAY AND ADDITIONAL PAY**

**Section 7.1 Overtime**

Both parties accept and understand the need for overtime for when the minimum staffing level of Bargaining Unit Members falls below twelve (12). All personnel within the bargaining unit are eligible for overtime pay. The overtime pay will be approved by the on-duty shift commander and placed on the Daily Time Sheet for payment.

Whenever bargaining unit employees on 24-hour shifts work in excess of 212 hours in a 28-day work period, they shall be paid at time-and-one-half for all additional hours worked.



## **Section 7.2 Overtime Pay Rates**

Bargaining unit employees, who work the 24-hour shift, shall be paid at one and one-half times (1.5) of the regular hourly pay rate for all hours worked in excess of 212 hours during the 28-day FLSA work period.

The regular rate of pay to be used for calculating overtime compensation shall include all remuneration paid to an employee for work performed and must be a composite of all pay rates and pay allowances received for work performed in the work period divided by the number of hours worked.

However, the regular rate of pay calculation will not include certain benefits specified under the Fair Labor Standards Act, such as sick leave pay, holiday pay, fringe benefit contributions and any pay for additional work during the period already paid at time and one-half or more. Hours worked during the standard work period shall include all time during which an employee is actually working or required to be on duty on the City's premises or at a prescribed work place. Unless the Agreement specifically provides that certain non-worked hours will be counted toward overtime, non-worked hours such as vacation, sick leave, personal leave, jury duty and military leave will not be counted as hours worked. Time spent at conventions or meetings, on a voluntary basis, outside of an employee's tour of duty will not count as work time. Time spent by employees during an out of town training trip outside of their tour of duty will not be considered work time if the employee is not in class or not in a training session.

## **Section 7.3 Overtime Hiring Procedures**

Overtime or arrangements for overtime work must be scheduled or approved by the employee's department head or his/her designee in advance. As a general policy, employees are not authorized to perform work before or after the scheduled shift, or to remain at their work stations at the end of the work day without specific authorization from their Department Head or his/her designee.

Reasonable advance notice of a minimum of two (2) hours ordinarily will be provided to employees when overtime hours are to be worked. Such notice may be waived in emergency situations.

When overtime is necessitated in the opinion of the Department Head or his/her designee, employees shall be required to work such overtime. Disciplinary action may be taken against employees who refuse to work overtime, fail to appear when scheduled to work overtime, or fail to appear after having indicated they would work overtime.

For the purposes of overtime, bargaining unit positions will be filled by bargaining unit employees. If no bargaining unit employee accepts overtime, the vacant position may be filled by qualified management personnel prior to mandatory overtime being required of bargaining unit employees.

Both parties agree and accept the fact that there will be a mandatory overtime list. This list is to fill the appropriate vacancies when all of the regular lists are exhausted. All mandatory overtime

will be paid at the rate of 1.5 times the employee's regular hourly rate, regardless of hours worked during that pay period.

#### **Section 7.4 Holdover Pay**

An employee going off duty may be required to holdover for a reasonable period of time, not to exceed two (2) hours after the end of the shift, for the purpose of detailing a replacement or obtaining a replacement through the regular overtime procedure.

If the employee is held over, they shall be paid a minimum of thirty (30) minutes, and then in fifteen (15) minute increments thereafter.

Nothing shall be construed to allow any employee to leave a fire or other emergency call until properly relieved and in the event of a large fire, disaster or other "sudden and unforeseen happening" where large numbers of personnel are committed, all available personnel shall, if directed, remain on or report for duty.

#### **Section 7.5 Court Appearances and Depositions**

Whenever a bargaining unit member is called to testify on behalf of the City or as a witness in a criminal prosecution regarding the course and scope of the member's employment, they shall be compensated for at least two (2) hours of work; if called by a third party to testify in a civil case regarding the course and scope of the member's employment, they shall be compensated for at least two (2) hours of work.

If called by a third party, the employee must return his or her witness check to the City. This provision applies to all occasions in which a member is directed by the City or compelled by process to provide information or testimony arising from or related to the course and scope of the member's employment, including but not limited to being subpoenaed to appear for a deposition.

#### **Section 7.6 Callback Pay**

Whenever a bargaining unit member is called back to work after his/her regular working hours and after he/she has left the work site, the minimum overtime payment shall be for two (2) hours of work. The two (2) hours minimum shall not apply and overtime compensation shall end if the employee's regular shift begins during the emergency call back.

### **ARTICLE 8 LEAVE**

#### **Section 8.1 Vacation**

##### **A. Use:**

All requests for vacation leave shall require approval or coordination with the employee's immediate supervisor. Vacations shall be granted on the basis of seniority using the member's Hire Date as outlined in Article III.

A limit of two (2) twenty-four (24) hour Vacation days will be granted per shift and/or a maximum total of 48 hours per 24-hour shift.

**B. Amount Earned:**

The following shall be the amount of vacation accumulated by members of the Department who are assigned to a 24-hour shift:

YEARS OF SERVICE	HOURS EARNED PER YEAR	HOURS EARNED PER PAY PERIOD	MAXIMUM HOURS ALLOWED TO ACCRUE
0 TO 5	120	4.62	180
6 TO 10	192	7.38	288
11 TO 13	264	10.15	396
14 TO 16	288	11.08	432
17 TO 18	312	12.00	468
19+	336	12.92	504

For purposes of this paragraph, years of service refers to the member’s City Date as outlined in Article III.

**C. Accrual:**

Vacation time can be accumulated up to one and one-half times the amount earned in one (1) year.

**D. Eligibility:**

An employee shall be considered eligible for vacation leave after ninety (90) days of regular, full-time employment. The employee will earn leave in the first ninety (90) days but cannot use it until they have ninety (90) days of full service with the City.

**E. Unused Vacation Leave:**

Upon separation from the City, employees shall be paid one hundred percent (100%) of any unused Vacation Leave up to the maximum annual accrual amount listed above (column labeled “hours earned per year”), based on the employee’s term of service.

**Section 8.2 Sick Leave Use:**

All requests for sick leave shall require notification and coordination with the employee’s immediate supervisor. Any illness of two (2) days or more may require a certificate from a reputable physician as evidence of illness before compensation is paid. Sick leave may not be used to extend annual leave. Sick leave is intended for personal illness as well as illness of a member of the employee’s immediate family (parents, grandparents, father-in-law, mother-in-

law, brothers, sisters, sons, daughters or spouse) that requires the employee's personal care or attention.

**A. Amount Earned:**

Each regular full-time employee who works the twenty-four (24) hour shift shall earn one hundred eighty-two (182) hours of sick leave per year. It will be earned at 7 hours per pay period.

**B. Accrual:**

The maximum accrual for all twenty-four (24) hour shift employees is two thousand five hundred and ninety six (2,596) hours; however, one thousand four hundred sixty-four (1,464) hours will be the most any 24-hour shift employee can turn in for partial payout as unused sick leave under subsection E below, upon separation from the City.

**C. Eligibility:**

An employee shall be considered eligible for sick leave after ninety (90) days regular, full-time employment. Between ninety (90) days and six (6) months service, the maximum eligibility shall be limited to 72 hours for 24-hour employees. After six (6) months, eligibility shall be at the discretion of the supervisor of the department concerned.

**D. Termination:**

Any employee terminating service with the City shall not be allowed the use of sick leave in the last two calendar weeks of employment, except by certification of illness by a competent physician.

**E. Unused Sick Leave:**

Upon separation from the City, employees who have at least ten (10) years and less than twenty (20) years of continuous full-time service shall be paid twenty-five percent (25%) of any unused Sick Leave, subject to the 1,464 hour cap.

Upon separation from the City, employees who have at least twenty (20) years of continuous full-time service shall be paid fifty percent (50%) of any unused Sick Leave, subject to the 1,464 hour cap.

Employees who qualify for and retire or receive a line of duty disability pension or who die while active shall be paid fifty percent (50%) of any unused Sick Leave, not to exceed 1000 hours paid (2000 maximum hours x 50% payout).

**F. Sick Leave Incentive:**

If an employee on a twenty-four (24) hour shift uses less than seventy-two (72) hours of Sick Leave in a calendar year they will be granted twenty-four (24) hours of additional Vacation for the next calendar year.

## **G. Compassionate Use for New Hires:**

If any employee, during their first three years of employment, faces a catastrophic health issue (either personally or for an immediate family member) and they have exhausted all available paid leave of any kind, the City will allow them to go into a negative sick leave balance, up to a maximum of thirty shifts of paid sick leave. Any leave taken in excess of accrued amounts must be repaid if/when the employee returns to work, by deducting from new accruals. Use of unaccrued sick leave shall terminate whenever the employee becomes eligible for long term disability benefits.

### **Section 8.3 Funeral Leave**

Bargaining Unit Members, who work the 24-hour shift, may be granted at least one (1) shift to attend a funeral of a member of their immediate family.

If additional time is required or if the employee wishes to attend the funeral of a relative not covered by this section, vacation time shall be requested and not unreasonably denied by Fire Management. If a member wishes to utilize vacation or sick leave under this section, the request shall be made at least twenty-four (24) hours in advance.

Immediate family is defined, for the purpose of this section as: husband, wife, approved domestic partner, son, daughter, mother, father, brother, sister, step-mother, step-father, step-children, step-siblings, step-grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, grandchild, grandparents or grandparents-in-law.

Use of funeral leave for the purpose of overtime will be counted as days worked.

### **Section 8.4 Personal Leave**

Regular full-time employees may be granted leave without pay, when authorized by the City Manager, for a period not to exceed one (1) year when it is in the interest of the City to do so. If not covered by FMLA leave, pregnancy and/or maternity leave shall be considered a valid reason for requesting a personal leave of absence.

At the expiration of the leave without pay, the employee has the right to the position that he/she vacated, and shall be reinstated, if the position still exists, or if not, to any other vacant position of the same rank and pay. Approved leave shall not be considered a break in service.

### **Section 8.5 Jury Duty**

Upon receipt of an order to report for jury duty, the order will be shown to the immediate supervisor. The information will be relayed to the Chief and he shall grant a leave of absence with pay for the period the employee actually serves. Any payment received for jury duty must be endorsed by the employee and submitted to the City.

### **Section 8.6 Military Leave**

Military Leave shall be granted in accordance with all applicable state and federal laws.

**Section 8.7 Voting Leave**

The City agrees to allow each employee who is a registered voter reasonable time off with pay, consistent with Missouri law, to vote in each general and local election.

**ARTICLE 9 FAMILY AND MEDICAL LEAVE ACT**

The City shall grant job protected paid or unpaid leave to employees for the purposes specified under the Family and Medical Leave Act, its implementing regulations, and City policy. While on leave, an employee is prohibited from working elsewhere or engaging in self-employment without the City's prior written consent.

**ARTICLE 10 HOLIDAYS**

**Section 10.1 Paid Holidays**

Any employee who works on a holiday will be paid at their regular rate of pay for all hours worked on any holiday listed in Article 10, Section 2. All employees, whether or not they work on a recognized holiday, will be paid eight (8) hour of Holiday Pay for any holiday listed in Section 10.2.

**Section 10.2 Recognized City Holidays**

Legal holidays observed by the City government shall be as follows:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Good Friday
5. Harry S. Truman Day
6. Memorial Day
7. Independence Day
8. Juneteenth
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. The Day following Thanksgiving
14. Christmas Eve
15. Christmas Day

**ARTICLE 11 CLOTHING**

**Section 11.1 Initial Allowance**

The City shall furnish to all members of the bargaining unit an initial uniform and protective clothing issue as follows:

A. Dress Uniforms:

- a. One (1) dress pants
- b. One (1) long sleeve Dress Shirt
- c. One (1) name badge
- d. One (1) badge
- e. One (1) set collar brass
- f. One (1) black neck tie
- g. One (1) dress coat
- h. One (1) dress cap
- i. One (1) pair of gloves
- j. One (1) pair of dress shoes

B. Uniforms:

- a. Four (4) pants
- b. Two (2) pair EMS shorts if required
- c. Four (4) station T-shirts
- d. One (1) Duty Champ Jacket or Job Shirt
- e. One (1) work cap
- f. One (1) stocking cap

C. Personal Protective Clothing:

- a. Two (2) sets of Bunker Coat & Pants
- b. One (1) helmet
- c. One (1) pair Bunker Boots
- d. Two (2) pair fire gloves
- e. Two (2) Nomex Hoods
- f. One (1) eye glass bracket for SCBA if needed
- g. One (1) prescription lenses for SCBA (up to \$200) if needed
- h. One (1) pair leather work gloves
- i. One (1) pair extrication gloves
- j. One (1) set of protective gear for Paramedics

**Section 11.2 Replacement**

- A. The City will replace City issued clothing and equipment when worn out through normal use or destroyed or damaged beyond repair during any emergency activity.
- B. The City will conduct yearly inspections of bunker gear and protective gear will be replaced by the City when said uniforms and protective gear are presented by the employee as no longer fitting or are worn to such a degree as they are no longer presentable for wear. All uniforms and gear, as phased in for purchase, shall meet the minimum standards for safety.

- C. Bargaining unit members are required to furnish their own station footwear, which shall meet the City's standard for safety. The City will reimburse each bargaining unit member up to two hundred fifty (\$250.00) dollars for station footwear per year.

## **ARTICLE 12 INSURANCE**

### **Section 12.1 Insurance**

- A. **Health Insurance:** The City shall assume the full cost of hospital and surgical care insurance for all full-time regular employees, who indicate their desire to have this insurance, subject to annual review. Family coverage shall be made available to each employee on the City plan; however, a portion of the cost involved shall be borne by the employee. Rates for family coverage shall be determined on an annual basis at the time rates are proposed for the employee coverage.

The City shall withhold one-half of the employee's share of the monthly premium for dependent coverage from each of the two pay periods in advance of the premium due date. For those months where three pay periods occur, no deduction for the insurance premium will be made from the third payroll check. Dependent coverage may be terminated by the employee by stating in writing to the City Manager thirty (30) days in advance the desire to terminate the coverage. The City may offer the employee a choice in regard to medical coverage. The employee may choose the coverage most desirable to him/her.

- B. **Dental Insurance:** The City shall assume the full cost of dental insurance premiums for all full-time regular employees, who indicate their desire to have this insurance, subject to an annual review. Family coverage shall be made available to each employee on the City plan, however, a portion of the cost involved may be borne by the employee.
- C. **Life Insurance:** Life insurance, in the amount determined by the City, shall be carried on each full-time employee, the full cost of which shall be paid by the City.
- D. **Disability Insurance:** The City shall provide long term disability coverage to employees, at the City's cost, on the same basis as that benefit is provided to non-represented employees. The City shall additionally begin providing short term disability coverage to employees at the City's cost, in the event the City begins providing such coverage to non-represented employees.
- E. **Vision Insurance:** The City shall assume the full cost of vision insurance premiums for all full-time regular employees, who indicate their desire to have this insurance, subject to an annual review. Family coverage shall be made available to each employee on the City plan, however, a portion of the cost involved may be borne by the employee.
- F. In the event of temporary total disability, the City's liability for any insurance premium payments shall be limited to the extent that the employee qualifies for FMLA leave, sick leave, vacation time, or a combination of the above. At the expiration of all qualifying leave time, the employee while on unpaid leave may elect to pay his portion of



hospitalization premiums under the City of Belton group plan for a period not to exceed one (1) year from the date of total disability.

### **Section 12.2 Insurance Premiums**

Current Insurance Premiums will be detailed in Appendix E attached to this CBA. Any changes in Insurance Premiums will be subject to Section 12.3, Advisory Health Committee.

### **Section 12.3 Advisory Health Committee**

The Union shall designate one bargaining unit member to serve on the City's Health Care Advisory Committee, and may send an alternate when the designated member is not available. The committee shall meet, at least once a year, to discuss the insurance programs and any proposed changes to existing health care benefits prior to any request for proposal (RFP) or meeting with vendors. The Union and Advisory Health Committee will be notified of any changes to employee healthcare prior to any implementation of those changes.

### **Section 12.4 Missouri Firefighter Cancer Trust**

The City will participate in the Missouri Firefighter Cancer Trust at the \$300,000 level, so long as participation in said trust costs \$200 per year per employee or less.

## **ARTICLE 13 WORK INJURY LEAVE SUPPLEMENTAL PAY**

### **Section 13.1 Amount**

Any employee who is injured on the job shall be eligible for injury time with pay at a rate that, when added to Worker's Compensation payments due the employee, will equal the employee's net pay, after deductions. The extent of this supplemental pay is ninety (90) work shifts for 24-hour shift employees for each new and separate injury. Such supplemental pay will not be charged against the employee's accrued sick leave or vacation time.

### **Section 13.2 Use of Work Injury Leave**

The employee's eligibility for work injury leave with supplemental pay will be dependent on the notification of the injury being made in writing to the Department Head within twenty-four hours of the time the injury is sustained. Weekend and holiday injury reports will be accepted on the next regular day of work. In cases when the injured employee has been transported due to an emergency, the company officer shall complete the report. The injured employee will be required to sign the report to verify its content.

### **Section 13.3 Extended Work Injury Leave**

After ninety (90) work shifts of work injury leave with supplemental pay, regular full-time employees will use their sick leave accruals if more injury leave is required. The employee may use accumulated vacation, if any, if additional work injury leave is required, in lieu of leave without pay.

Probationary and regular full-time employees, who have exhausted all accrued leave, may be granted extended injury leave without pay with the approval of the City Manager, but in no case will an extension be for more than one (1) year total cumulative time on injury leave for any particular event. In these cases, the City Manager may require that a physician appointed by the City evaluate the employee. Leave will not be accrued for the period the employee is on work injury leave.

#### **Section 13.4 Modified Duty**

Modified Duty schedules for work-related injuries will be assigned at the discretion of the Fire Chief but cannot be unreasonably denied. The assignment may be made only after proper medical evaluation is made and modified duty is approved by a medical practitioner. Modified Duty scheduling will be utilized only in cases of injury time.

These positions shall be filled by bargaining unit members whose prognosis has been determined by a physician, who states that said employee is expected to fully recover and return to full duty. Modified Duty assignments shall not exceed six (6) months unless approved by the Fire Chief.

The Modified Duty positions shall be selected by the Fire Chief and may be in Fire Prevention, Training Division or other divisions of the Fire Department or other departments in the City.

Such assignment may be to the employee's regular assigned shift or temporarily assigned to a forty (40) hour week. Bargaining unit members on modified duty shall not receive a reduction of pay or benefits, with exception of FLSA overtime and holiday pay which will only be paid if appropriate hours are worked.

When employees suffer non-work-related injuries and are placed under work restrictions that will not permit them to perform their regular jobs, the City will provide light duty work assignments, provided there is productive work available. Light duty assignments will be available for non-work injuries on a first-come, first-served basis, and employee assigned to light duty for non-work-related injuries are subject to being replaced by employees who need light duty assignments for on-the-job injuries, if there is no other productive light-duty work available for those employees. The maximum length of light duty work assignment for any non-work-related injury shall be ninety (90) calendar days. Employees with non-work-related injuries who cannot be placed on light duty, or who are removed from light duty, will use any accrued comp time and/or sick leave to maintain their regular base pay, and may also use accrued vacation pay, if any is available after sick leave and comp time are exhausted.

#### **Section 13.5 Positions by Non-Fire Fighting Employees**

Whenever a member of the Belton Fire Department becomes physically incapable of performing firefighting duties, because of injury or otherwise, but such member is found by the City to be able and qualified to perform the duties of a position or positions held by non-emergency service employees of the City, such member shall be given consideration in filling vacancies in such non-emergency services positions.

## **ARTICLE 14 FIRE DEPARTMENT PHYSICALS**

### **Section 14.1 Fire Department Physicals**

The City agrees to provide a yearly physical which will include a review of health history, a comprehensive review of all body systems including: vision, hearing, Pulmonary Function test, Twelve (12) Lead EKG and Maximal Aerobic Capacity Examination as recommended by the fire department physician and/or approved through Labor Management, Chemistry 12 Blood Profile, and all necessary vaccinations, boosters and other required tests based on each fire fighter's exposure record for the year.

Medical conditions that impact the employee's ability to perform firefighting activities, identified by the fire department physician as work related, shall be treated in accordance with Article 13, Sections 1 through 5.

## **ARTICLE 15 BFD RULES AND ORDERS**

All verbal Departmental rules and orders shall be placed in writing as soon as practical by the City. Employees will be given notice of new rules and orders through normal departmental channels, i.e. electronic mail, departmental memorandum.

## **ARTICLE 16 PROMOTIONS**

### **Section 16.1 Promotions**

Both parties are opposed to the use of political appointments and desire the maintenance of experience requirements that will ensure the safety of the public and members of the Fire Department.

### **Section 16.2 Captains Promotion**

Promotion to the rank of Captain will be done by Competitive Exam. The Fire Chief shall issue an administrative policy that outlines the requirements and procedures for promotional exam. These rules shall address eligibility requirements, types of exams, when exams will be held, methods for determining the eligibility list, and a bibliography of study materials used in testing.

This policy shall also indicate the minimum amount of time before a test that the requirements and/or procedures for promotional exams may change. All promotional positions covered by this Agreement will have these policies.

The Captains promotional examination shall be given prior to the expiration of promotional lists in effect in order that new lists shall become effective immediately upon the expiration of the previous lists. The promotional list shall run two (2) years, but may run for a shorter time if such list becomes exhausted or if the Union and Fire Management mutually agree to extinguish the list.

### **Section 16.3 Fire Apparatus Operator Promotion**

After the seven individuals who were previously employed as Firefighter Specialists receive the opportunity to promote to Fire Apparatus Operator (in seniority order), promotions to the rank of Fire Apparatus Operator will be done from a promotional list established by competitive testing among qualified Firefighter Paramedics.

### **Section 16.4 Paramedic Promotion**

Bargaining Unit members who hold the rank of Firefighter/EMT who meet the qualifications of Firefighter/Paramedic shall be promoted to the rank of Firefighter/Paramedic upon completion and orientation to the Firefighter/Paramedic position within the Fire Department.

The effective date of the promotion will be at the start of the full pay period within 30 days of the fire management receiving the qualification change.

The City will pay all Tuition costs associated with attending a Paramedic Training Program. The program and process will be chosen and developed through the Labor Management Committee. Firefighter/EMTs must take their own leave to meet the qualifications for Firefighter/Paramedic.

## **ARTICLE 17 DISCIPLINARY PROCEEDINGS**

Any time an employee is called before a supervisor for the purpose of considering disciplinary action, the employee shall have a right to be represented by the Union and shall be notified of that right and given adequate time to obtain such representation upon request. For all disciplinary matters, the City will notify the Union of the nature of the investigation, and provide sufficient details to ensure that the member has a full and fair opportunity to respond to the allegations. All members will be afforded their due process rights prior to the imposition of any discipline.

The right to Union representation, as referenced above, includes occasions when members are confronted by persons for any reason that may lead to disciplinary action, including: an investigatory interview or hearing; a formal discussion regarding a problem related to performance, behavior or conduct; and/or proceedings, in which discipline is discussed or administered.

Three (3) Union representatives and three (3) Management representatives will be the normal limits allowed for the purposes of considering Departmental grievances and discipline. More or less representation may be mutually agreed upon.

The City shall not discharge or discipline any employee without just and proper cause. All discipline will be imposed fairly and equally and only for just and proper cause. The Fire Chief or his/her designee shall hold an informal predetermination hearing before imposing any disciplinary termination, disciplinary suspension or disciplinary demotion. An individual may be suspended with pay pending such a predetermination hearing.

Employees shall cooperate with the employer in all matters of mutual interest, but no employee to whom this Agreement is applicable shall be called before a member of management or a

supervisor in connection with the investigation of a matter which may involve his/her discharge, suspension or other discipline unless so called within twenty-five (25) calendar days, after notice of the alleged offense has come to the attention of management except where circumstances make it impractical to take action.

Once the Employer cites an employee for an alleged rule or policy violation it becomes incumbent upon the Employer to take any contemplated disciplinary action within forty-five calendar (45) days of the citation except where circumstances make it impractical to take action. If no such action is forthcoming within aforementioned forty-five (45) calendar days, then the incident will be considered dropped by the employer.

All matters concerning discharge or discipline will be subject to the grievance procedures as set forth within this Collective Bargaining Agreement.

The following are the standard pre-disciplinary and disciplinary penalties that may be imposed as a part of the Progressive Discipline System to be followed by the City. The penalty imposed in a particular case will be based on the circumstances of that case and the City may skip one or more intermediate steps when the seriousness of an act of misconduct or poor performance justifies a more serious penalty.

1. **Counseling:** An informal discussion between an employee and supervisor/department head, usually concerning expected employee behavior, conformity to City policy or expected job performance. A notation will be made in the employee's file of the counseling session. Counseling is not considered discipline and is not subject to the grievance procedure, nor is representation required for counseling discussions. The supervisor issuing the counseling will sign the counseling document and provide a copy to the employee and the Union (via email or hand delivery to a steward).
2. **Verbal Reprimand:** A formal, verbal rebuke of an employee by the supervisor/department head for specific infraction(s) of City policy, unacceptable personal conduct, or unacceptable job performance. A notification that a reprimand was given shall be made and placed in the employee's personnel file. The employee may attach a written rebuttal to the notation in the personnel file. These notifications will become inactive for the purpose of progressive discipline if, for the period of one year, no repeated incidents of any rules infractions occur.
3. **Written Reprimand:** A written rebuke of an employee for specific infraction(s) of City policy, unacceptable personal conduct, or unacceptable job performance. All written reprimands shall be initialed by the employee and placed in the employee's personnel file and the employee will be given a signed copy. The employee may place a written rebuttal in the personnel folder attached to the reprimand.
4. **Suspension Without Pay:** The ordered absence from duty without pay for a specific period for specific infraction(s) of City policy, unacceptable personal

conduct, or unacceptable job performance. A signed letter of cause will be given to the employee as soon as possible but in no case later than the beginning of the regular work day on which the suspension is scheduled to begin, setting the reason for the suspension and its duration. A copy will be made a permanent part of the employee's personnel folder and a copy will be forwarded to the City Manager. An employee suspended without pay may use previously accrued vacation days in lieu of suspension days.

5. **Involuntary Demotion:** Reassignment from an employee's current position to one of a lesser starting pay and lower responsibility level for specific infraction(s) of City policy, unacceptable personal conduct or unacceptable job performance when the employee has demonstrated an inability to perform the job duties and responsibilities of that position. A letter of cause will be given to the employee at least ten (10) working days prior to the effective date stating the reason for the demotion and the effective date. The letter of cause will be made a permanent part of the employee's personnel file with a copy forwarded to the City Manager.
6. **Dismissal:** The release of an employee from City service for a specific infraction(s) of City policy, unacceptable personal conduct, or unacceptable job performance. A letter of dismissal shall be provided to the employee stating the reason for dismissal.

## **ARTICLE 18 GRIEVANCE PROCEDURE**

The following procedure is established for the prompt resolution of grievances or disputes which may arise out of the interpretation or application of this Agreement. By mutual agreement, the parties may extend any time deadline established in this Article. Absent such agreement, however, if Fire Management or the City fails to issue a timely response to a grievance as provided for in this Article, the Union may immediately advance such grievance to the next step. If the Union or a Member fails to comply with any time limit, the grievance shall not be considered further.

### **Section 18.1 Member Grievances**

Any employee covered by this Agreement who believes he or she has a grievance arising out of the interpretation or application of this Agreement and/or the Union may initiate and process such grievances, as set forth below.

Step 1: The employee and/or Union may take the matter up orally or in writing with his or her immediate supervisor outside the bargaining unit, or at the first step above the supervisory level at which the grievance arises, within fifteen (15) days after the employee knew or reasonably should have known of the facts giving rise to the grievance. The parties desire to resolve as many grievances as possible at this step, but in any event, the supervisor shall give the employee an answer within fifteen (15) days after the grievance has been presented to him or her.

Step 2: If the matter is not satisfactorily resolved in Step 1, the employee, with a Union representative, may advance the grievance within fifteen (15) days after receipt of the answer in Step 1, to the next supervisory level. At this stage, the grievant shall provide a written statement of the grievance, containing a concise statement of the facts giving rise to the grievance, the applicable section of the Agreement, and the relief sought. Within fifteen (15) days after receipt of the written grievance, or such time as may be agreed upon in writing by supervisor, the employee and the designated representative(s) of the Union, the parties shall meet and try to resolve the matter. Within fifteen (15) days after such meeting, the supervisor shall give his/her answer in writing to the Union.

Step 3: If the matter is not satisfactorily resolved in Step 1 or 2, the employee with the Union, may take the matter to the Fire Chief, or his or her designated representative, by submitting a copy of the grievance and the answer to the Fire Chief within fifteen (15) days after receipt of the answer in Step 2. Either the Union or the Fire Chief may request a meeting to discuss the grievance. This meeting shall be held within fifteen (15) days of submission of the grievance at this step. The Fire Chief will give the Union a written answer within fifteen (15) days of the meeting, or within fifteen (15) days of the submission, if no meeting is requested.

Step 4: If the Union is not satisfied with the answer received in the preceding step, it may submit the grievance to the City Manager, or his or her designated representative, within fifteen (15) days thereafter. During this period a meeting between the City Manager and the Union shall be held if requested by the Union or the City Manager. The City Manager will give the Union a written answer within fifteen (15) days of the meeting, or within fifteen (15) days of the submission, if no meeting is requested.

## **Section 18.2 Union Grievances**

The Union may directly initiate a grievance involving the prospective interpretation or application of this Agreement, or matters beyond the jurisdiction of any one supervisor at the supervisory level at which the action giving rise to the grievance was taken, or at one level above such supervisory level in writing, with the original to the Fire Chief, within the time periods set forth above. Such grievances may be processed through the Steps, as set forth above.

## **Section 18.3 Grievances Arising from Disciplinary Action**

Grievances challenging discharge, demotion or suspension can be submitted to the City Manager as described above in Step 4 within fifteen (15) days of a Notice of Disciplinary Action, e.g., within fifteen (15) days after the Fire Chief has issued his/her decision following the predetermination hearing.

## **Section 18.4 Disciplinary Grievances of Newly Hired Employees**

Newly hired employees who are disciplined or discharged during their initial probationary period shall have the right to appeal such discipline or discharge through the grievance procedure, but

shall not have the ability to arbitrate such grievances. This section shall not apply to permanent employees on probationary status due to promotion.

### **Section 18.5 Final Resolution**

Grievances may be settled at any of the steps of the grievance procedure, and if the settlement is reduced to writing and signed by representatives of both the Union and the City, such resolution shall be final to the grievance.

If the grievance is not resolved by the steps provided above, the following alternative procedures will be available:

1. The matter shall be submitted to advisory arbitration at the request of either the City or the Union. In the event the parties cannot agree upon an arbitrator, the arbitrator shall be selected from a panel submitted by the Federal Mediation and Conciliation Service with the party requesting arbitration striking the first name from the list. The party requesting arbitration will obtain a sub-regional panel of seven names from FMCS. Either party will have the right to reject one list. To the extent that such arbitration involves an issue of discipline or discharge imposed upon a bargaining unit employee after his/her initial probationary period, the parties agree to abide by the advisory decision of the arbitrator.
2. The City and the Union may agree to submit the matter to binding arbitration. In such event, the agreement to arbitrate shall specify the issues to be submitted, the name of the arbitrator, and any necessary procedural details.
3. The decision of the arbitrator shall be subject to the following conditions:
  - a. The arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the arbitrator to act effectively.
  - b. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Collective Bargaining Agreement.
  - c. The arbitrator shall have no power to establish or change any wage rates.
  - d. The arbitrator shall have discretion to reduce or raise the discipline imposed.
  - e. The costs of the arbitrator shall be shared equally by the City and the Union.
  - f. The arbitrator shall render his/her award within thirty (30) days of the close of the hearing or receipt of the parties' briefs, whichever is later.
  - g. This provision does not extend to negotiations for amendment of this Collective Bargaining Agreement or for mediation of any disagreements



involved in such negotiation.

In the event that arbitration is not requested within fifteen (15) days of the the City Manager decision, the matter shall be considered resolved.

The parties may agree in writing to any other recognized form of dispute resolution, including scheduling of meetings involving the same or different individuals or use of third parties.

## **ARTICLE 19 LABOR MANAGEMENT COMMITTEE**

### **Section 19.1 Labor/Management Committee**

There will be a Labor/Management Committee with equal representation from the City and the Union. This committee shall be co-chaired. The co-chair persons are responsible for preparing a written agenda at least ten (10) calendar days in advance of the meeting.

### **Section 19.2 Meeting Date & Times**

The committee shall meet at least every other month at a time agreeable to both parties. The committee shall also be convened within five (5) calendar days of a request from either the Union or the City to address issues of a critical or emergency nature.

### **Section 19.3 Informal Meetings**

This Committee does not preclude officers or other supervisors of the Fire Department from meeting with Stewards or other designated Union representatives on an informal basis.

### **Section 19.4 Changes**

This Committee is not vested with the power to change, modify, or alter this Agreement.

### **Section 19.5 New Rules & Policy**

The City agrees to provide the Union with advance notice regarding the development and promulgation of any broadly-based rules or policies that may affect Bargaining Unit members and to provide the Union an opportunity for meaningful input into such development and promulgation. Such notice and opportunity shall be provided at the earliest date possible. In the event the City determines a policy change should be implemented on an emergency or urgent basis, the change may be preliminarily implemented, but the new policy shall remain subject to discussion through the Labor/Management Committee and challenge through the grievance procedure, if desired, before it is finalized.

### **Section 19.6 Alternate Structures**

In lieu of the Labor/Management Committee provision set forth above, the parties may adopt mutually agreeable alternative committee structures and procedures. The parties have adopted the alternative set forth in Appendix D. If the parties cease using the alternative set forth in Appendix D, the provisions of this Article 19 will apply.

## **ARTICLE 20 RETIREMENT SYSTEM & DEFERRED COMPENSATION PLAN**

### **Section 20.1 Missouri Local Government Employees Retirement System**

Upon completion of six (6) months of employment, an employee shall be enrolled in the Missouri Local Government Employees Retirement System (LAGERS) Benefit Program L-6.

### **Section 20.2 Deferred Compensation Plan**

Members of Local No. 42 employed by the City shall be afforded the option of entering into a Deferred Compensation Plan governed by the Internal Revenue Code Section 457. A company with an established program shall administer the deferred compensation program. It is however understood that the City will make available the IAFF Financial Corporation 457 Plan as either the sole option, or one of the options that bargaining unit members may participate in, provided the City is required to incur no substantial additional costs as a result of offering such plan. Bargaining unit members will be entitled to transfer 457 plan assets to the plan of choice without penalty.

## **ARTICLE 21 PAYROLL DEDUCTIONS**

### **Section 21.1 Credit Union**

The City agrees to payroll deduction for a Union selected Credit Union provided the City is required to incur no significant additional costs as a result of offering such option.

## **ARTICLE 22 PAY**

### **Section 22.1 Wages in Fiscal Year 2025**

Effective April 1, 2024 (FY 2025), the City will implement the 2025 Pay Scale attached at Appendix B. Each Bargaining Unit Member will move to the lowest step that gives him or her at least a 2.5% pay increase (or the top step of the new scale if applicable), and those Members who are not topped out will receive a one-step increase on their anniversary dates.

The City will implement a one-time equity adjustment by providing an additional step increase to Captains Dizney, Goddard, Van Voorst, Wright, and Grimsley when the 2025 Pay Scale becomes effective.

### **Section 22.2 Wages in Fiscal Year 2026**

Effective April 1, 2025 (FY 2026), the City will reduce the number of steps available in each job classification as reflected in Appendix B. The City will adopt a 2.5% COLA for all bargaining unit personnel FY 2026. The top and bottom steps of for each job classification will be adjusted by the amount of the COLA, and the intermediate steps in the pay scale will be adjusted to move by equal percentages to cover the gap between bottom and top pay for the classification. Each Bargaining Unit Member will remain at their then-current step under the new scale (or the top step of the new scale if applicable), and those Members who are not topped out will receive a one-step increase on their anniversary dates.

### **Section 22.3 Wages in Fiscal Year 2027**

Effective April 1, 2026 (FY 2027), the City will reduce the number of steps available in each job classification as reflected in Appendix B. The City will adopt a 2.5% COLA for all bargaining unit members for FY 2027. The top and bottom steps of for each job classification will be adjusted by the amount of the COLA, and the intermediate steps in the pay scale will be adjusted to move by equal percentages to cover the gap between bottom and top pay for the classification. Each Bargaining Unit Member will remain at their then-current step under the new scale (or the top step of the new scale if applicable), and those Members who are not topped out will receive a one-step increase on their anniversary dates.

### **Section 22.4 Promotion Increase**

If the employee is promoted, and that employee has received the approved merit pay increase for that fiscal year, then they shall be advanced to the step on the salary schedule that will result in at least a five percent (5%) increase in the employee's pay.

If the employee is promoted, and that employee has not received the approved merit pay increase for that fiscal year, then they shall be advanced to the step on the salary schedule that will result in at least a seven and one-half percent (7.5%) increase in the employee's pay.

The promotion of any employee will establish a new anniversary date for pay purposes on the effective date of the promotion which will be referred to as their new Rank Date.

In no event will any promotional increase place the promoted employee above the top salary in the new rank.

### **Section 22.5 Working Out of Class (WOC)**

Whenever a vacancy in the position of Fire Apparatus Operator, Captain, or Shift Commander (Battalion Chief) exists due to an absence or otherwise, a qualified employee in the next lower rank shall work out of class for the length of the vacancy. The employee working out of class will be compensated for all hours actually worked in the out-of-class position at the lowest step of the position they are filling that represents an increase of at least five percent (5%) above their current regular wage rate.

A list of employees determined to be qualified for temporary promotion shall be maintained by the Fire Chief and a copy provided to the Union. Opportunities for paid service as temporarily promoted employees shall be rotated as equally as practicable among all of the qualified employees within the station on the shift on which the vacancy occurs. Where no qualified employee is available within the station, employees may be transferred as needed to provide coverage.

If a vacancy exists, due to whatever reason, that is longer than a pay period, Fire Management has the right to move the highest member on a promotional list to WOC in that vacancy.

## **ARTICLE 23 AFFECTED BENEFITS**

Those benefits, which were entered into and modified, are the only benefits affected. The Union and the City agree that employees within this bargaining unit shall be entitled to the same benefits, as they may be amended from time-to-time, as are available to the City's non-represented personnel as a whole.

## **ARTICLE 24 SAVINGS CLAUSE**

If any provision of this Agreement or the application of such provision should be rendered or declared by any court or be reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **ARTICLE 25 TERM OF AGREEMENT**

### **Section 25.1 Term of Agreement**

This Collective Bargaining Agreement will become effective upon ratification by the bargaining unit and adoption by the City Council, and remain in effect until 07:59:59, April 1, 2024.

### **Section 25.2 Reopeners**

In the event that the City receives recommendations concerning a Fire District Consolidation that would directly affect bargaining unit members covered under this Agreement, the City and the Union shall meet to discuss relevant items, including a reopening of negotiations of this Agreement, if necessary.

In the event that the City receives information from their annual Pay Study review that suggests modification to the pay scales and/or step placement of bargaining unit members covered by this Agreement, the City may reopen negotiations to discuss amendments to those items.

### **Section 25.3 Renewal**

This Agreement shall automatically renew upon the expiration date and remain in effect from year to year, unless either party notifies the other in writing at least sixty (60) days prior to the expiration date, of a desire to modify the Agreement.

### **Section 25.4 Negotiations of New Agreement**

Negotiations shall commence within forty-five (45) days of either party's notification that it desires to modify this Agreement. Such notification may be made between November 1, 2026 and January 30, 2027.

IN WITNESS WHEREOF, the parties hereto have executed amendments to this AGREEMENT on the \_\_\_\_ day of \_\_\_\_\_, 2024.

**FOR THE CITY:**

\_\_\_\_\_  
Joe Warren, City Manager

\_\_\_\_\_  
John T. Sapp, Fire Chief

\_\_\_\_\_  
Norman Larkey, Mayor

**FOR THE UNION:**

\_\_\_\_\_  
Dan Heizman, President

\_\_\_\_\_  
Robert van Voorst, Exec. Board Member

\_\_\_\_\_  
Eric Rose, Secretary-Treasurer

**APPENDIX A**



**PAYROLL DEDUCTION AUTHORIZATION FOR  
UNION DUES**

NAME: \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Effective this date, I hereby authorize the City of Belton, Missouri to deduct from my pay an amount equal to the dues charged members of Local No. 42 of the International Association of Fire Fighters (Local No. 42), including any amounts for other fees and/or assessments appropriately levied by the membership of Local No. 42. Currently, Local No. 42's membership dues are in the amount of \_\_\_\_\_ each pay period, as established by official action of the membership of Local No. 42.

I further authorize that amounts equal to future dues, fees and assessments are to be deducted from my pay at the rate established by appropriate action of the membership of Local No. 42, when such adjustments are made. Such adjusted rate shall be deducted the first full pay period after the effective date of the adjustment.

This authorization shall be irrevocable for one (1) year or until the expiration of the Collective Bargaining Agreement, whichever occurs first. Thereafter, revocation may be made by written notice to the Union and the City of Belton, Missouri, by certified mail, postmarked within seven (7) days of the anniversary of this authorization.

This authorization is in no way contingent upon my status as a member of Local No. 42.

\_\_\_\_\_  
SIGNATURE DATE

**ADDITIONAL AUTHORIZATION FOR  
INITIATION FEE**

In addition to the above authorization, I am further directing and authorizing the City of Belton, Missouri to deduct the additional amount of \_\_\_\_\_ from my first pay check for payment of my IAFF Local No. 42 initiation fee.

\_\_\_\_\_  
SIGNATURE DATE

## APPENDIX B

Step System: The following step system shall determine the rates of pay for bargaining unit employees.

Lateral Transfers: The City and Union agree to allow for lateral transfers into the Belton Fire Department for candidates who have prior professional fire department experience at the Firefighter/Paramedic level. Candidates must possess all Firefighter/Paramedic certifications that are listed in the posted job description. New employees meeting the requirements will be placed on the appropriate step for previous verified full years of service in another paid Fire Department or Fire Protection District. Lateral transfers will be limited to a maximum of five years of service credit.

**SALARY SCHEDULE FOR LOCAL 42 COMMENCING WITH FY22 (Contingent on budget appropriation)**

CITY OF BELTON																		
SALARY SCHEDULE - FIREFIGHTER/EMT - 24 HOUR																		
FY 2025 Effective April 1, 2024																		
Step/Increase	1.028		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Grade	F42	Hour Rate	17.9563	18.4663	18.9907	19.5301	20.0847	20.6551	21.2417	21.8450	22.4654	23.1034	23.7595	24.4343	25.1282	25.8419	26.5758	27.3305
		OT Rate	26.9345	27.6994	28.4861	29.2951	30.1271	30.9827	31.8626	32.7675	33.6981	34.6551	35.6393	36.6515	37.6924	38.7628	39.8637	40.9958
		Annual OT	4,417.25	4,542.70	4,671.72	4,804.39	4,940.84	5,081.16	5,225.46	5,373.87	5,526.48	5,683.43	5,844.84	6,010.84	6,181.55	6,357.10	6,537.64	6,723.31
		Annual Reg	49,487.60	50,893.05	52,338.41	53,824.82	55,353.45	56,925.48	58,542.17	60,204.76	61,914.58	63,672.95	65,481.27	67,340.93	69,253.42	71,220.21	73,242.87	75,322.96
		Holiday	2,154.76	2,215.95	2,278.89	2,343.61	2,410.16	2,478.61	2,549.01	2,621.40	2,695.85	2,772.41	2,851.14	2,932.12	3,015.39	3,101.03	3,189.09	3,279.66
		Annual Total	56,059.61	57,651.70	59,289.01	60,972.82	62,704.45	64,485.25	66,316.63	68,200.03	70,136.91	72,128.80	74,177.25	76,283.89	78,450.35	80,678.34	82,969.60	85,325.94
FY 2026 Effective April 1, 2025																		
Step/Increase	1.033		1	2	3	4	5	6	7	8	9	10	11	12	13	14		
Grade	F42	Hour Rate	18.4052	19.0108	19.6362	20.2822	20.9495	21.6388	22.3507	23.0860	23.8455	24.6301	25.4404	26.2774	27.1419	28.0349		
		OT Rate	27.6078	28.5161	29.4543	30.4234	31.4243	32.4581	33.5260	34.6290	35.7683	36.9451	38.1606	39.4161	40.7129	42.0523		
		Annual OT	4,527.68	4,676.65	4,830.51	4,989.43	5,153.58	5,323.14	5,498.27	5,679.16	5,866.00	6,059.00	6,258.34	6,464.24	6,676.91	6,896.58		
		Annual Reg	50,724.79	52,393.64	54,117.39	55,897.85	57,736.89	59,636.43	61,598.47	63,625.06	65,718.32	67,880.46	70,113.72	72,420.47	74,803.10	77,264.12		
		Holiday	2,208.63	2,281.29	2,356.34	2,433.87	2,513.94	2,596.65	2,682.08	2,770.32	2,861.47	2,955.61	3,052.85	3,153.29	3,257.03	3,364.19		
		Annual Total	57,461.10	59,351.57	61,304.24	63,321.15	65,404.41	67,556.22	69,778.82	72,074.54	74,445.79	76,895.06	79,424.91	82,037.99	84,737.04	87,524.89		
FY 2027 Effective April 1, 2026																		
Step/Increase	1.039		1	2	3	4	5	6	7	8	9	10	11	12				
Grade	F42	Hour Rate	18.8654	19.6011	20.3655	21.1598	21.9850	22.8424	23.7333	24.6589	25.6206	26.6198	27.6580	28.7366				
		OT Rate	28.2980	29.4017	30.5483	31.7397	32.9775	34.2637	35.6000	36.9884	38.4309	39.9297	41.4870	43.1050				
		Annual OT	4,640.88	4,821.87	5,009.92	5,205.31	5,408.32	5,619.24	5,838.39	6,066.09	6,302.67	6,548.47	6,803.86	7,069.21				
		Annual Reg	51,992.91	54,020.63	56,127.44	58,316.41	60,590.75	62,953.79	65,408.99	67,959.94	70,610.37	73,364.18	76,225.38	79,198.17				
		Holiday	2,263.84	2,352.13	2,443.87	2,539.18	2,638.20	2,741.09	2,848.00	2,959.07	3,074.47	3,194.38	3,318.96	3,448.40				
		Annual Total	58,897.63	61,194.64	63,581.23	66,060.90	68,637.27	71,314.12	74,095.37	76,985.09	79,987.51	83,107.03	86,348.20	89,715.78				

CITY OF BELTON																		
SALARY SCHEDULE - PARAMEDIC - 24 HOUR																		
FY 2025 Effective April 1, 2024																		
Step/Increase	1.028		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Grade	F48	Hour Rate	19.2593	19.8063	20.3688	20.9473	21.5422	22.1540	22.7831	23.4302	24.0956	24.7799	25.4837	26.2074	26.9517	27.7171	28.5043	29.3138
		OT Rate	28.8890	31.2357	32.0167	32.8171	33.6376	34.4784	35.3404	36.2240	37.1297	38.0580	39.0095	39.9848	40.9844	42.0091	43.0592	44.1356
		Annual OT	24,266.75	26,238.02	26,894.02	27,566.38	28,255.58	28,961.89	29,685.96	30,428.17	31,188.99	31,968.68	32,768.00	33,587.22	34,426.91	35,287.61	36,169.71	37,073.95
		Annual Reg	40,059.40	41,197.09	42,367.08	43,570.31	44,807.71	46,080.25	47,388.92	48,734.77	50,118.84	51,542.21	53,006.01	54,511.38	56,059.50	57,651.59	59,288.90	60,972.70
		Holiday	2,311.12	2,376.76	2,444.25	2,513.67	2,585.06	2,658.48	2,733.98	2,811.62	2,891.47	2,973.59	3,058.04	3,144.89	3,234.20	3,326.05	3,420.51	3,517.66
		Annual Total	66,637.27	69,811.87	71,705.36	73,650.36	75,648.34	77,700.61	79,808.86	81,974.56	84,199.30	86,484.48	88,832.05	91,243.49	93,720.62	96,265.26	98,879.13	101,564.31
FY 2026 Effective April 1, 2025																		
Step/Increase	1.033		1	2	3	4	5	6	7	8	9	10	11	12	13	14		
Grade	F48	Hour Rate	19.7408	20.3903	21.0611	21.7540	22.4697	23.2090	23.9726	24.7613	25.5759	26.4174	27.2865	28.1842	29.1115	30.0693		
		OT Rate	29.6112	30.5854	31.5917	32.6311	33.7046	34.8135	35.9589	37.1419	38.3639	39.6260	40.9297	42.2763	43.6672	45.1039		
		Annual OT	24,873.42	25,691.76	26,537.02	27,410.09	28,311.88	29,243.34	30,205.44	31,199.20	32,225.66	33,285.88	34,380.99	35,512.12	36,680.47	37,887.26		
		Annual Reg	41,060.89	42,411.79	43,807.14	45,248.40	46,737.07	48,274.72	49,862.96	51,503.45	53,197.91	54,948.12	56,755.92	58,623.19	60,551.89	62,544.04		
		Holiday	2,368.90	2,446.83	2,527.34	2,610.48	2,696.37	2,785.08	2,876.71	2,971.35	3,069.11	3,170.08	3,274.38	3,382.11	3,493.38	3,608.31		
		Annual Total	68,303.21	70,550.39	72,871.49	75,268.97	77,745.32	80,303.14	82,945.11	85,674.00	88,492.68	91,404.09	94,411.28	97,517.41	100,725.74	104,039.61		
FY 2027 Effective April 1, 2026																		
Step/Increase	1.039		1	2	3	4	5	6	7	8	9	10	11	12				
Grade	F48	Hour Rate	20.2343	21.0235	21.8434	22.6953	23.5804	24.5000	25.4555	26.4483	27.4798	28.5515	29.6650	30.8219				
		OT Rate	30.3515	35.3404	36.2240	37.1297	38.0580	39.0095	39.9848	40.9844	42.0091	43.0592	44.1356	45.2389				
		Annual OT	25,495.26	29,685.96	30,428.17	31,188.99	31,968.68	32,768.00	33,587.22	34,426.91	35,287.61	36,169.71	37,073.95	38,000.69				
		Annual Reg	42,087.41	43,728.82	45,434.24	47,206.18	49,047.22	50,960.06	52,947.50	55,012.46	57,157.94	59,387.10	61,703.20	64,109.62				
		Holiday	2,428.12	2,522.82	2,621.21	2,723.43	2,829.65	2,940.00	3,054.66	3,173.80	3,297.57	3,426.18	3,559.80	3,698.63				
		Annual Total	70,010.79	75,937.60	78,483.62	81,118.60	83,845.55	86,668.07	89,589.39	92,613.16	95,743.13	98,982.99	102,336.94	105,808.94				



CITY OF BELTON																		
SALARY SCHEDULE - FIREFIGHTER/PARAMEDIC - 24 HOUR																		
FY 2025 Effective April 1, 2024																		
Step/Increase	1.028		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<b>Grade</b>	<b>F49</b>	<b>Hour Rate</b>	<b>21.3444</b>	<b>21.9506</b>	<b>22.5740</b>	<b>23.2151</b>	<b>23.8744</b>	<b>24.5524</b>	<b>25.2497</b>	<b>25.9668</b>	<b>26.7043</b>	<b>27.4627</b>	<b>28.2426</b>	<b>29.0447</b>	<b>29.8696</b>	<b>30.7179</b>	<b>31.5903</b>	<b>32.4874</b>
		OT Rate	32.0166	32.9259	33.8610	34.8227	35.8116	36.8287	37.8746	38.9502	40.0564	41.1940	42.3639	43.5671	44.8044	46.0768	47.3854	48.7312
		Annual OT	5,250.73	5,399.85	5,553.20	5,710.92	5,873.11	6,039.90	6,211.43	6,387.84	6,569.25	6,755.82	6,947.69	7,145.00	7,347.92	7,556.60	7,771.21	7,991.91
		<b>Annual Reg</b>	<b>58,825.23</b>	<b>60,495.87</b>	<b>62,213.95</b>	<b>63,980.83</b>	<b>65,797.88</b>	<b>67,666.54</b>	<b>69,588.27</b>	<b>71,564.58</b>	<b>73,597.01</b>	<b>75,687.17</b>	<b>77,836.68</b>	<b>80,047.24</b>	<b>82,320.59</b>	<b>84,658.49</b>	<b>87,062.79</b>	<b>89,535.37</b>
		Holiday	2,561.33	2,634.07	2,708.88	2,785.81	2,864.93	2,946.29	3,029.97	3,116.02	3,204.51	3,295.52	3,389.12	3,485.37	3,584.35	3,686.15	3,790.83	3,898.49
		<b>Annual Total</b>	<b>66,637.29</b>	<b>68,529.79</b>	<b>70,476.03</b>	<b>72,477.55</b>	<b>74,535.92</b>	<b>76,652.74</b>	<b>78,829.67</b>	<b>81,068.44</b>	<b>83,370.78</b>	<b>85,738.51</b>	<b>88,173.48</b>	<b>90,677.61</b>	<b>93,252.85</b>	<b>95,901.24</b>	<b>98,624.83</b>	<b>101,425.78</b>
FY 2026 Effective April 1, 2025																		
Step/Increase	1.033		1	2	3	4	5	6	7	8	9	10	11	12	13	14		
<b>Grade</b>	<b>F49</b>	<b>Hour Rate</b>	<b>21.8780</b>	<b>22.5978</b>	<b>23.3413</b>	<b>24.1092</b>	<b>24.9024</b>	<b>25.7217</b>	<b>26.5679</b>	<b>27.4420</b>	<b>28.3449</b>	<b>29.2774</b>	<b>30.2407</b>	<b>31.2356</b>	<b>32.2632</b>	<b>33.3247</b>		
		OT Rate	32.8171	33.8967	35.0119	36.1638	37.3536	38.5826	39.8519	41.1631	42.5173	43.9161	45.3610	46.8534	48.3948	49.9870		
		Annual OT	5,382.00	5,559.06	5,741.96	5,930.87	6,125.99	6,327.54	6,535.72	6,750.74	6,972.84	7,202.25	7,439.20	7,683.95	7,936.75	8,197.87		
		<b>Annual Reg</b>	<b>60,295.87</b>	<b>62,279.60</b>	<b>64,328.60</b>	<b>66,445.01</b>	<b>68,631.06</b>	<b>70,889.02</b>	<b>73,221.27</b>	<b>75,630.25</b>	<b>78,118.48</b>	<b>80,688.58</b>	<b>83,343.23</b>	<b>86,085.22</b>	<b>88,917.43</b>	<b>91,842.81</b>		
		Holiday	2,625.36	2,711.74	2,800.96	2,893.11	2,988.29	3,086.60	3,188.15	3,293.04	3,401.39	3,513.29	3,628.88	3,748.27	3,871.59	3,998.96		
		<b>Annual Total</b>	<b>68,303.23</b>	<b>70,550.41</b>	<b>72,871.52</b>	<b>75,268.99</b>	<b>77,745.34</b>	<b>80,303.16</b>	<b>82,945.13</b>	<b>85,674.03</b>	<b>88,492.71</b>	<b>91,404.12</b>	<b>94,411.31</b>	<b>97,517.44</b>	<b>100,725.77</b>	<b>104,039.64</b>		
FY 2027 Effective April 1, 2026																		
Step/Increase	1.039		1	2	3	4	5	6	7	8	9	10	11	12				
<b>Grade</b>	<b>F49</b>	<b>Hour Rate</b>	<b>22.4250</b>	<b>23.2996</b>	<b>24.2082</b>	<b>25.1524</b>	<b>26.1333</b>	<b>27.1525</b>	<b>28.2115</b>	<b>29.3117</b>	<b>30.4549</b>	<b>31.6426</b>	<b>32.8767</b>	<b>34.1588</b>				
		OT Rate	33.6375	34.9493	36.3124	37.7285	39.2000	40.7288	42.3172	43.9675	45.6823	47.4639	49.3150	51.2383				
		Annual OT	5,516.55	5,731.69	5,955.23	6,187.48	6,428.79	6,679.52	6,940.02	7,210.68	7,491.89	7,784.08	8,087.66	8,403.08				
		<b>Annual Reg</b>	<b>61,803.26</b>	<b>64,213.59</b>	<b>66,717.92</b>	<b>69,319.92</b>	<b>72,023.39</b>	<b>74,832.30</b>	<b>77,750.76</b>	<b>80,783.04</b>	<b>83,933.58</b>	<b>87,206.99</b>	<b>90,608.07</b>	<b>94,141.78</b>				
		Holiday	2,691.00	2,795.95	2,904.99	3,018.28	3,136.00	3,258.30	3,385.37	3,517.40	3,654.58	3,797.11	3,945.20	4,099.06				
		<b>Annual Total</b>	<b>70,010.80</b>	<b>72,741.23</b>	<b>75,578.13</b>	<b>78,525.68</b>	<b>81,588.18</b>	<b>84,770.12</b>	<b>88,076.16</b>	<b>91,511.13</b>	<b>95,080.06</b>	<b>98,788.18</b>	<b>102,640.92</b>	<b>106,643.92</b>				

CITY OF BELTON																		
SALARY SCHEDULE - FAO - 24 HOUR																		
FY 2025 Effective April 1, 2024																		
Step/Increase	1.027		1	2	3	4	5	6	7	8	9	10	11	12				
<b>Grade</b>	<b>F51</b>	<b>Hour Rate</b>	<b>25.3568</b>	<b>26.0515</b>	<b>26.7653</b>	<b>27.4987</b>	<b>28.2522</b>	<b>29.0263</b>	<b>29.8216</b>	<b>30.6387</b>	<b>31.4782</b>	<b>32.3407</b>	<b>33.2269</b>	<b>34.1373</b>				
		OT Rate	38.0351	39.0773	40.1480	41.2481	42.3783	43.5394	44.7324	45.9581	47.2173	48.5111	49.8403	51.2059				
		Annual OT	6,237.76	6,408.68	6,584.28	6,764.68	6,950.04	7,140.47	7,336.12	7,537.13	7,743.64	7,955.82	8,173.81	8,397.77				
		<b>Annual Reg</b>	<b>69,883.23</b>	<b>71,798.03</b>	<b>73,765.30</b>	<b>75,786.47</b>	<b>77,863.01</b>	<b>79,996.46</b>	<b>82,188.36</b>	<b>84,440.33</b>	<b>86,753.99</b>	<b>89,131.05</b>	<b>91,573.24</b>	<b>94,082.35</b>				
		Holiday	3,042.81	3,126.18	3,211.84	3,299.85	3,390.26	3,483.16	3,578.59	3,676.65	3,777.39	3,880.89	3,987.22	4,096.47				
		<b>Annual Total</b>	<b>79,163.80</b>	<b>81,332.89</b>	<b>83,561.41</b>	<b>85,851.00</b>	<b>88,203.31</b>	<b>90,620.08</b>	<b>93,103.07</b>	<b>95,654.10</b>	<b>98,275.02</b>	<b>100,967.76</b>	<b>103,734.27</b>	<b>106,576.59</b>				
FY 2026 Effective April 1, 2025																		
Step/Increase	1.03		1	2	3	4	5	6	7	8	9	10	11					
<b>Grade</b>	<b>F51</b>	<b>Hour Rate</b>	<b>25.9907</b>	<b>26.7756</b>	<b>27.5842</b>	<b>28.4173</b>	<b>29.2755</b>	<b>30.1596</b>	<b>31.0704</b>	<b>32.0087</b>	<b>32.9754</b>	<b>33.9712</b>	<b>34.9972</b>					
		OT Rate	38.9860	40.1634	41.3763	42.6259	43.9132	45.2394	46.6056	48.0131	49.4631	50.9569	52.4958					
		Annual OT	6,393.71	6,586.80	6,785.72	6,990.65	7,201.76	7,419.26	7,643.32	7,874.15	8,111.95	8,356.93	8,609.31					
		<b>Annual Reg</b>	<b>71,630.31</b>	<b>73,793.55</b>	<b>76,022.11</b>	<b>78,317.98</b>	<b>80,683.18</b>	<b>83,119.81</b>	<b>85,630.03</b>	<b>88,216.06</b>	<b>90,880.18</b>	<b>93,624.76</b>	<b>96,452.23</b>					
		Holiday	3,118.88	3,213.07	3,310.11	3,410.07	3,513.06	3,619.15	3,728.45	3,841.05	3,957.05	4,076.55	4,199.66					
		<b>Annual Total</b>	<b>81,142.90</b>	<b>83,593.41</b>	<b>86,117.93</b>	<b>88,718.70</b>	<b>91,398.00</b>	<b>94,158.22</b>	<b>97,001.80</b>	<b>99,931.25</b>	<b>102,949.18</b>	<b>106,058.24</b>	<b>109,261.20</b>					
FY 2027 Effective April 1, 2026																		
Step/Increase	1.034		1	2	3	4	5	6	7	8	9	10						
<b>Grade</b>	<b>F51</b>	<b>Hour Rate</b>	<b>26.6404</b>	<b>27.5382</b>	<b>28.4663</b>	<b>29.4256</b>	<b>30.4172</b>	<b>31.4423</b>	<b>32.5019</b>	<b>33.5972</b>	<b>34.7294</b>	<b>35.8998</b>						
		OT Rate	39.9607	41.3073	42.6994	44.1384	45.6258	47.1634	48.7528	50.3958	52.0941	53.8497						
		Annual OT	6,553.55	6,774.40	7,002.70	7,238.69	7,482.64	7,734.80	7,995.46	8,264.91	8,543.44	8,831.35						
		<b>Annual Reg</b>	<b>73,421.07</b>	<b>75,895.36</b>	<b>78,453.03</b>	<b>81,096.90</b>	<b>83,829.87</b>	<b>86,654.93</b>	<b>89,575.20</b>	<b>92,593.89</b>	<b>95,714.30</b>	<b>98,939.87</b>						
		Holiday	3,196.85	3,304.59	3,415.95	3,531.07	3,650.07	3,773.07	3,900.23	4,031.66	4,167.53	4,307.98						
		<b>Annual Total</b>	<b>83,171.47</b>	<b>85,974.35</b>	<b>88,871.69</b>	<b>91,866.66</b>	<b>94,962.57</b>	<b>98,162.81</b>	<b>101,470.90</b>	<b>104,890.46</b>	<b>108,425.27</b>	<b>112,079.20</b>						

**CITY OF BELTON**  
**SALARY SCHEDULE - CAPTAIN - 24 HOUR**  
**FY 2025 Effective April 1, 2024**

Step/Increase	1.027		1	2	3	4	5	6	7	8	9	10	11	12
<b>Grade</b>	<b>F57</b>	<b>Hour Rate</b>	<b>29.4238</b>	<b>30.2300</b>	<b>31.0583</b>	<b>31.9093</b>	<b>32.7836</b>	<b>33.6819</b>	<b>34.6048</b>	<b>35.5529</b>	<b>36.5271</b>	<b>37.5279</b>	<b>38.5562</b>	<b>39.6126</b>
		OT Rate	44.1357	45.3450	46.5874	47.8639	49.1754	50.5228	51.9071	53.3294	54.7906	56.2919	57.8343	59.4189
		Annual OT	7,238.25	7,436.58	7,640.34	7,849.68	8,064.77	8,285.74	8,512.77	8,746.02	8,985.66	9,231.87	9,484.82	9,744.70
		<b>Annual Reg</b>	<b>81,091.92</b>	<b>83,313.84</b>	<b>85,596.64</b>	<b>87,941.99</b>	<b>90,351.60</b>	<b>92,827.23</b>	<b>95,370.70</b>	<b>97,983.85</b>	<b>100,668.61</b>	<b>103,426.93</b>	<b>106,260.83</b>	<b>109,172.38</b>
		Holiday	3,530.85	3,627.60	3,726.99	3,829.11	3,934.03	4,041.82	4,152.57	4,266.35	4,383.25	4,503.35	4,626.74	4,753.51
		Annual Total	91,861.02	94,378.01	96,963.97	99,620.78	102,350.39	105,154.79	108,036.04	110,996.22	114,037.52	117,162.15	120,372.39	123,670.59

**FY 2026 Effective April 1, 2025**

Step/Increase	1.03		1	2	3	4	5	6	7	8	9	10	11
<b>Grade</b>	<b>F57</b>	<b>Hour Rate</b>	<b>30.1594</b>	<b>31.0702</b>	<b>32.0085</b>	<b>32.9752</b>	<b>33.9710</b>	<b>34.9969</b>	<b>36.0538</b>	<b>37.1427</b>	<b>38.2644</b>	<b>39.4200</b>	<b>40.6104</b>
		OT Rate	45.2390	46.6053	48.0127	49.4627	50.9565	52.4954	54.0808	55.7140	57.3966	59.1299	60.9157
		Annual OT	7,419.20	7,643.26	7,874.09	8,111.89	8,356.87	8,609.24	8,869.24	9,137.09	9,413.03	9,697.31	9,990.17
		<b>Annual Reg</b>	<b>83,119.21</b>	<b>85,629.41</b>	<b>88,215.42</b>	<b>90,879.52</b>	<b>93,624.09</b>	<b>96,451.53</b>	<b>99,364.37</b>	<b>102,365.17</b>	<b>105,456.60</b>	<b>108,641.39</b>	<b>111,922.36</b>
		Holiday	3,619.12	3,728.42	3,841.02	3,957.02	4,076.52	4,199.63	4,326.46	4,457.12	4,591.72	4,730.39	4,873.25
		Annual Total	94,157.54	97,001.10	99,930.53	102,948.43	106,057.47	109,260.41	112,560.07	115,959.39	119,461.36	123,069.09	126,785.78

**FY 2027 Effective April 1, 2026**

Step/Increase	1.034		1	2	3	4	5	6	7	8	9	10
<b>Grade</b>	<b>F57</b>	<b>Hour Rate</b>	<b>30.9133</b>	<b>31.9551</b>	<b>33.0320</b>	<b>34.1452</b>	<b>35.2959</b>	<b>36.4854</b>	<b>37.7149</b>	<b>38.9859</b>	<b>40.2997</b>	<b>41.6578</b>
		OT Rate	46.3700	47.9327	49.5480	51.2178	52.9438	54.7280	56.5724	58.4789	60.4496	62.4868
		Annual OT	7,604.68	7,860.96	8,125.88	8,399.72	8,682.79	8,975.40	9,277.87	9,590.53	9,913.73	10,247.83
		<b>Annual Reg</b>	<b>85,197.19</b>	<b>88,068.34</b>	<b>91,036.24</b>	<b>94,104.16</b>	<b>97,275.47</b>	<b>100,553.65</b>	<b>103,942.31</b>	<b>107,445.17</b>	<b>111,066.07</b>	<b>114,809.00</b>
		Holiday	3,709.60	3,834.62	3,963.84	4,097.42	4,235.51	4,378.24	4,525.79	4,678.31	4,835.97	4,998.94
		Annual Total	96,511.48	99,763.91	103,125.96	106,601.30	110,193.76	113,907.29	117,745.97	121,714.01	125,815.77	130,055.76

Regular hours            2756  
OT hours                    164  
Total hours                2920  
Holiday hours            120  
Step/Increase            1.025  
Grade

## **APPENDIX C**

### **CONDITIONS AND IMPLEMENTATION PROCEDURES FOR A GENERAL SALES TAX DEDICATED TO PUBLIC SAFETY AND CITIZENS OVERSIGHT COMMITTEE**

Below are certain supplemental agreements and understandings related to the Collective Bargaining Agreement (CBA) between the City of Belton, Missouri (“City”) and Local 42 of the International Association of Fire Fighters (“Union”).

The City and the Union have met regarding the implementation of the General Sales Tax increase dedicated to Public Safety and the parties are in general agreement of the procedures to implement those measures.

The City will implement a nine-member Public Safety Sales Tax Oversight Committee, as provided for in Resolution 2018-44, with the Union appointing one member to said Committee. The Committee shall meet at least semi-annually to review the collection and expenditure of revenue from the General Sales Tax for Public Safety, as outlined in the Resolution. The City further agrees that the total of the revenue created by the General Sales Tax for Public Safety shall be divided equally between the Police Department and the Fire Department, and used to fulfill the needs of those departments (compensation, staffing, equipment, etc.).

## APPENDIX D

### PARTNERSHIP AGREEMENT FOR THE CITY OF BELTON, MISSOURI, FIRE DEPARTMENT LABOR MANAGEMENT STEERING COMMITTEE

#### I INTRODUCTION

The parties to this Agreement believe that the establishment of this Committee, under this Agreement, is an appropriate and effective way to establish and maintain a cooperative relationship between management and labor. The parties further believe that a stable and productive work relationship between labor and management will be achieved resulting in positive and long-term gains to management and labor and the public served by the Belton, Missouri, Fire Department (Fire Department or Department).

#### II STATEMENT OF PHILOSOPHY & PURPOSE

The Fire Department and its employees are committed to providing the highest level of emergency and non-emergency service to the citizens of Belton, Missouri, in the most efficient and cost-effective manner, while recognizing that all employees deserve to be valued and respected and that they deserve to be provided the resources necessary to deliver this service safely and professionally. The parties believe that the establishment and operation of this Committee will enhance the ability of the Department and its employees to fulfill this commitment.

It's the Committee's view that all issues arising in the workplace are best addressed through cooperative action. The Committee also recognizes that the persons who are affected by workplace operations, policies, rules, decisions and so forth, including contemplated changes to such operations, policies, rules, decisions and so forth, should be involved in the formulation, planning, analysis, implementation and/or change or improvement to such operations, policies, rules and decisions. The persons directly involved and affected are not only the most likely to have the best and most realistic ideas, but, also, deserve to be involved in decisions that affect the quality of their work and the quality of their work life.

It is the express role and purpose of the Committee to serve as a vehicle for bringing life to the philosophy and beliefs described therein. The Committee is committed to guide and develop projects, programs and ways of working that make it possible to improve the quality of work and the quality of working life of the members of the Belton, Missouri, Fire Department, while enhancing the delivery of emergency and non-emergency services to the citizens of Belton, Missouri.

#### III GROUND RULES

- A. **Parties:** The parties to this Agreement are Fire Administration, which is the senior management of the Belton, Mo. Fire Department (hereinafter "Department"). This includes the Fire Chief, Assistant Chief and all Battalion Chiefs. Local No. 42 International Association of Fire Fighters (hereinafter "Local 42"). Each party shall

appoint its representatives to this Labor/Management Steering Committee (hereinafter “Committee” or “Steering Committee”), as provided for below.

- B. **Issues Addressed:** Labor/Management activities of the Committee shall be directed toward issues of mutual concern. While the issues mutually agreed upon to be addressed by the Committee shall not otherwise be limited, the Committee recognizes that it may not alter, amend or negate any provision of an existing memorandum of understanding, except by proper means and with proper authorization.
- C. **Voluntary Involvement:** Participation in the Committee, by the parties, Fire Administration, and Local 42, is voluntary. Any party may withdraw from the Committee at any time by providing written notice to the other parties. Further, as noted above, only those issues agreeable to all parties shall be addressed. Individual members and alternates of the various committees shall serve until replaced.

#### IV STEERING COMMITTEE, STANDING COMMITTEE & PROJECT TEAMS

This Agreement authorizes the establishment of the Steering Committee, certain Standing Committees and Project Teams.

- A. **Steering Committee:** Cooperative Labor/Management activities shall be overseen by the Steering Committee. The purpose of the Steering Committee is to act as the coordinating group and sanctioning body for all Labor/Management efforts and programs. Under no circumstances shall any joint Labor/Management effort be undertaken without the express approval of the Steering Committee.
  - a. The Steering Committee shall meet every other month to:
    - i) Communicate and discuss new issues, developments and concerns.
    - ii) Define and approve areas for organizational improvement activities and to establish priorities for such efforts.
    - iii) Establish and choose assignments for itself, the Standing Committees and Project Teams.
    - iv) Review, guide, monitor and evaluate the work of all Labor Management activities, including the work of the Standing Committees and Project Teams.
    - v) Decisions of the Steering Committee will be periodically communicated to the members of the Fire Department, in writing. In addition, the Steering Committee will publish and distribute an annual report.
  - b. Representation:

- i) The Steering Committee shall be a bilateral body composed of representatives, and an equal number of alternates, from Fire Administration, and Local 42.
- ii) Fire Administration shall have three (3) members, and three (3) alternates, on the Steering Committee, to be selected from the members of Fire Administration, in a manner decided by Fire Administration. In addition, Fire Administration shall have one non-voting member who shall serve as the logistical coordinator for the Committee.
- iii) Local 42 shall have three (3) members, and three (3) alternates, on the Steering Committee, to be selected from the members of Local 42, in a manner decided by Local 42, consistent with the constitutions and by-laws of the local and its international union.
- iv) Each party, Fire Administration, and Local 42, may appoint a number of alternates equal to the number of representatives the party has on the Steering Committee. A designated alternate may attend Steering Committee meetings, in the absence of one of the regularly appointed members. Other than filling in for an absent committee member, alternates will not be expected to attend Steering Committee meetings. Alternates will be trained prior to assuming any Committee duties.

B. Standing Committees:

- a. The Steering Committee will establish Standing Committees to address certain ongoing, year-round Departmental issues. The committees referenced in the Collective Bargaining Agreement, will normally be standing committees.
- b. Representation on the Standing Committees will be as determined by the Steering Committee, unless otherwise specified in one of the memoranda of understanding.
- c. Standing Committees may designate sub-committees to address particular issues being considered.
- d. Final action by Standing Committees shall be in the form of recommendations to the Steering Committee, unless otherwise provided by the Steering Committee.
- e. Recommendations or other final action by Standing Committees, if approved and adopted by the Steering Committee, will be communicated by the Steering Committee, as provided for above.

C. Project Teams:

- a. The Steering Committee will establish Project Teams to address issues and projects of a specific nature and/or for a specific duration.
- b. Representation on the Project Teams will be as determined by the Steering Committee, unless otherwise specified in one of the Collective Bargaining Agreement.
- c. Project Teams may designate sub-committees to address particular issues being considered.
- d. Final action by Project Teams shall be in the form of recommendations to the Steering Committee, unless otherwise provided by the Steering Committee.
- e. Recommendations or other final action by Project Teams, if approved and adopted by the Steering Committee, will be communicated by the Steering Committee, as provided for above.

D. Leadership & Governance:

1. Steering Committee & Standing Committee Chairs:

- a. The Steering Committee, Standing Committees and Project Teams shall be jointly chaired by two (2) members, one (1) designated by each party, Fire Administration, and Local 42.
- b. The responsibility for chairing meetings of the Steering Committee and Standing Committees shall be rotated every other month, among Fire Administration, and Local42.
- c. Chair responsibilities for Project Teams and Sub-Committees shall rotate as determined by the Steering Committee, with consideration of the likely duration of the Project Teams project.
- d. It is the joint responsibility of the Chairs to ensure committee progress and direction.

2. Governance:

- a. A quorum of the Steering Committee must be present to conduct business. A quorum shall consist of no less than five (5) members, including at least one (1) member or alternate from each party.
- b. Decisions of the Steering Committee, Standing Committees and Project Teams shall be by consensus.
- c. Consensus decision making shall be defined as follows:

A group reaches consensus when all members agree upon a single alternative, and each group can honestly say: I believe that you understand my point of view and that I understand yours. Whether or not I prefer this decision, I support it because it was reached fairly and openly, and it is the best solution for us at this time.

- d. The Steering Committee, Standing Committees and Project Teams will keep minutes, which shall consist of a record all actions taken and decisions reached. Such minutes will be reviewed and approved at the meeting following the meeting at which they were recorded.

3. Steering Committee Coordinator (Coordinator):

- a. The Coordinator is responsible for keeping and posting regular minutes for the Steering Committee.
- b. The Coordinator is responsible for preparing and distributing meeting agendas and communicating the time and place of meetings.
- c. The coordinator will maintain a record of all meeting agendas and approved minutes.
- d. Standing Committees, Project Teams and Sub-Committees will designate a member to serve the Coordinator's role, as needed.

4. Facilitator(s):

- a. The Steering Committee may utilize a neutral facilitator to assist the Steering Committee, Standing Committees or Project Teams.
- b. The role of the facilitator may vary but is intended to assist the parties in constructing a long term, productive, working relationship.
- c. The facilitator shall be a neutral that is acceptable to all parties.

- E. **OTHER SUBJECT MATTER EXPERTS:** The Steering Committee, Standing Committees, Project Teams and Sub-Committees may, from time to time, have non-committee members participate in meetings because of their subject matter expertise. Such persons shall not have a vote in committee actions or decisions.

## V COMMUNICATIONS

- A. **Official Communications:** E-mail will be the official means of communications for the Steering Committee.
- B. **Distribution and Publication of Minutes:** Minutes, once approved, will be distributed Department wide by e-mail, fax and posting on work site bulletin boards.



- C. **Agendas and Meeting Times:** The Steering Committee will meet every other month on the \_\_\_\_\_ of the month, unless otherwise agreed upon. Each Steering Committee Co-Chair will be responsible for submitting agenda items to the Coordinator the at least seven (7) calendar days before the meeting. The Coordinator will provide meeting notice and agendas to all members no later than Monday prior to the meeting. Standing Committees, Project Teams and Sub-Committees will follow a similar procedure.
  
- D. **Additional Tracking and Documentation:** All committees and teams will be expected to track and document their activities and progress. Annually, or upon completion of an assignment, these tracking documents will be given to the Coordinator for filing. As noted above, the Steering Committee will publish an annual report.

## **VI TRAINING & SUPPORT**

Proper training will be provided to members of the Steering Committee, Standing Committees and Project Teams, in key skills such as problem analysis, problem solving, communications, active listening, team building, handling of differences and behavior for effective group functioning. At a minimum, all members and alternates will receive training in basic labor/management team concepts, this Agreement and process of consensus based decision making.

## **VII TERM OF AGREEMENT**

- A. **Date:** This Agreement is effective the 1st day of April in the year 2015 and will remain in effect until terminated by one or more of the parties.

Any party may terminate this Agreement by written notice to the other parties.