



COVID-19 UPDATE REPORT

Jackson County Health Department — Feb, 1, 2023

Source	New Cases per 100k	COVID-19 Hospital Admissions	Community Level	Context
CDC	78.95	9.8 per 100k	Low	Includes all of Jackson County

Find COVID-19 recommendations by CDC Community Level (low, medium, high) [here](#).

COVID-19 Case Rate



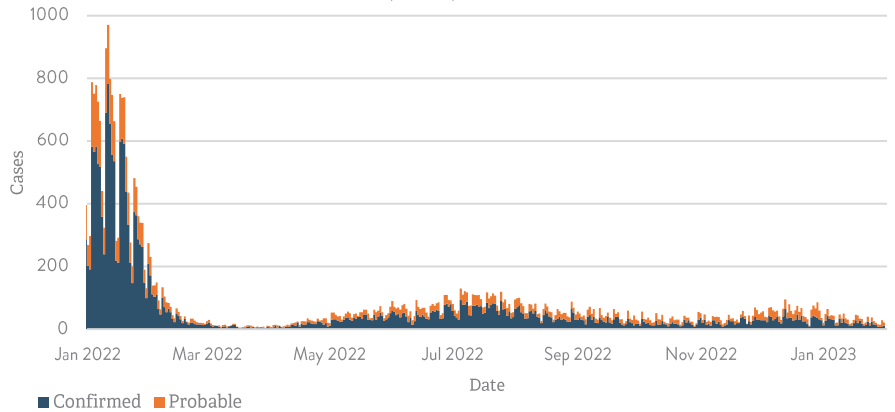
65.9

7-day case rate per 100,000

53.7%

decrease from 4 weeks previous

COVID-19 CASES, EJC, JAN. 2022 - JAN. 2023



Hospitalizations



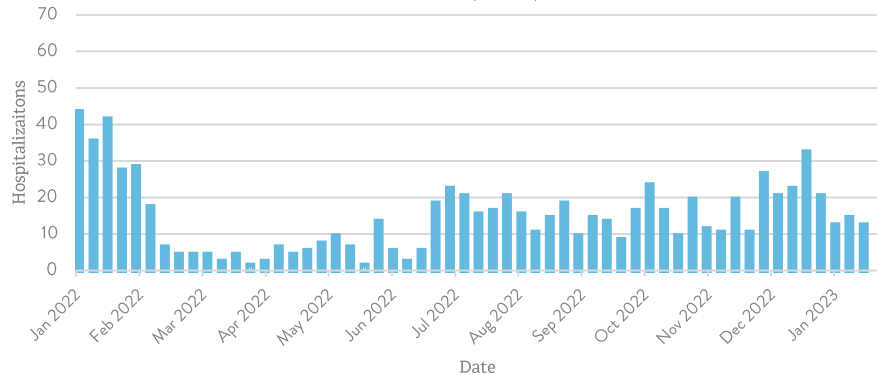
13

hospitalizations in past 7 days

59.4%

decrease from 4 weeks previous

COVID-19 HOSPITALIZATIONS, EJC, JAN. 2022 - JAN. 2023



Jackson County Vaccinations (CDC Data)

% First Dose Only*	% Completed Vaccination*	% Bivalent Booster (Age 5+)*	Doses Administered by JACOHD
74.6%	60.8%	15.4%	91,065

COVID-19 Deaths in Eastern Jackson County

Change in COVID-19 Deaths	% Overall COVID-19 Case Fatality	Total COVID-19 Deaths
+4	1.06%	889

The health department continues to offer weekly COVID-19 testing and vaccination — jacohd.org/events. Metro vaccine sites are available at vaccinatekc.org [Click here](#) to view the KCMO COVID-19 Dashboard for more vaccination and case rate information.

Response Notes

The health department is offering the **bivalent (updated) COVID-19 boosters** to those aged **6+ months** at our clinic. These updated vaccines are tailored to fight the BA.4 and BA.5 omicron variants, which make up almost all new cases in the US. [Click here](#) to learn more!

This week we had **207 new cases**. The 7-day case rate per 100k **decreased** from 81.76 (week: 1/15) to 65.93 (week: 1/22).

The Health Department is actively distributing free rapid tests and masks to community members and partners. Residents can visit <https://jacohd.org/masks/#section1> or call (816) 404-6416 to find the nearest location where these resources are available.

*CDC vaccination data is for total population in Jackson County (includes KC, Independence), and for age 5+ for bivalent booster.

10/31/22 vaccination data for EJC only: 63.71% First Dose Only, 59.48% Completed, 7.97% Received Bivalent Booster.



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

CLERK OF THE COUNTY LEGISLATURE
415 East 12th Street
Kansas City, MO 64106

201 West Lexington, 2nd Floor
Independence, MO 64050

February 3, 2023 – February 9, 2023

- | | |
|-------------------|---|
| 2-03-2023 Friday | NO MEETINGS – |
| 2-06-2023 Monday | NO MEETINGS – |
| 2-07-2023 Tuesday | NO ANTI-CRIME, HEALTH & ENVIRONMENT, INTER-GOVERNMENTAL AFFAIRS, JUSTICE & LAW ENFORCEMENT, PUBLIC WORKS, RULES, 911 OVERSIGHT, OR VETERANS COMMITTEE |
| 3:35 P.M. | Land Use Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| 3:40 P.M. | Budget Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| 3:45 P.M. | Finance & Audit Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| 3:55 P.M. | Diversity, Equity & Inclusion Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| 4:00 P.M. | LEGISLATIVE MEETING -
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |

2-08-2023 Wednesday

NO MEETINGS –

2-09-2023 Thursday

NO MEETINGS –

Persons with disabilities wishing to participate in the above meetings and who require a reasonable accommodation may call the County Clerk's Office at 881-3242 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required. To put information on Activity Calendar, please contact the County Clerk's Office by NOON Wednesday of each week.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a thirty-five month term and supply contract to Unite Private Networks of Kansas City, MO, to provide wide area network and internet connectivity for use Countywide, as a sole source purchase.

RESOLUTION NO. 21152, February 7, 2023

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, Unite Private Networks (UPN) of Kansas City (Jackson County), MO currently provides wide area network (WAN) and internet connectivity for the County; and

WHEREAS, UPN's internet services contract expired in September 2022 and the Director of the Information Technology (IT) Department has requested to retain these services.

WHEREAS, UPN is uniquely qualified to provide integrated WAN and internet services for the several County locations to support voiceover internet protocol (VOIP) phones, point of sale solutions, and other cloud services critical to County operations; and,

WHEREAS, uncoupling services would cause disruption of services and additional costs; and

WHEREAS, the Directors of IT and Finance and Purchasing propose to rebid WAN and

internet services together at the expiration of the current WAN services contract in November 2025; and,

WHEREAS, pursuant to section 1030.1, Jackson County Code, 1984, the Directors of Finance and Purchasing and IT recommend the award of a thirty-five month term and supply contract for WAN and internet connectivity for the County as a sole source purchase; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Directors of Finance and Purchasing and IT and that the Director of Finance and Purchasing be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

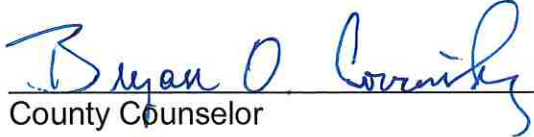
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment, on the contract, to the extent that sufficient appropriations to the using spending agencies are contained in the then current County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21152 of February 7, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

2/1/2023

Date



Chief Administrative Officer

Request for Legislative Action

Resolution No.: 21152
Sponsor: Megan L. Marshall
Date: February 7, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21152
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	2/7/2023

Introduction
Action Items: ['Award']
Project/Title:
Awarding a Thirty Five Month contract as a Sole Source Purchase to Unite Private Networks (UPN) to provide Wide Area Network (WAN) and Internet connectivity for Jackson County.

Request Summary
<p>Unite Private Networks (UPN) currently provides Wide Area Network and Internet connectivity for Jackson County. The UPN Internet services contract expired in September 2022 and the IT Department is requesting to retain these services. UPN is uniquely qualified in their integrated SD-WAN and Internet services for several County locations to support VOIP phones, point of sale solutions and other cloud services critical to operations. Uncoupling those services would cause disruption of services as well as additional costs.</p> <p>The WAN an Internet services will be rebid together at the expiration of the current WAN services contract in November 2025.</p> <p>IT and Purchasing Departments recommend awarding the Internet Contract as a Sole Source under Jackson County Code 1030.1 to UPN for the remainder of the WAN contract and to subsequently combine those two contracts at the end of this term.</p>

Contact Information			
Department:	Finance	Submitted Date:	1/10/2023
Name:	Craig Reich	Email:	creich@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3265

Budget Information			
Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20550	November 2, 2020
19579	September 11, 2017
18938	September 28, 2015

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Sole Source
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Sole Source	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order. 	

Request for Legislative Action

History

Submitted by Finance requestor: Craig Reich on 1/10/2023. Comments:

Returned for more information by Department Approver Bob Crutsinger on 1/10/2023 2:59:00 PM. Comments: Please clarify the details concerning the two UPN agreements in the Request Summary Section and verify the 11-20-2020 date entered for Resolution 20550 in the prior Legislation Section.

Submitted by Requestor Craig A. Reich on 1/11/2023 9:37:45 AM. Comments: Added clarifying information and updated Res 20550 date to correct date of 11-2-2020

Approved by Department Approver Bob Crutsinger on 1/11/2023 2:29:34 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 1/12/2023 9:33:17 AM. Comments:

Returned for more information by Compliance Office Approver Katie M. Bartle on 1/12/2023 10:11:23 AM. Comments: The 2022 Certificate of Compliance for Unite Private Network is expired. Please have them renew at <https://jacomocompliance.com/login.php> KMB

Submitted by Requestor Craig A. Reich on 1/23/2023 10:34:12 AM. Comments: Unite Private Network is now in compliance

Approved by Department Approver Bob Crutsinger on 1/24/2023 10:13:42 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 1/24/2023 10:22:08 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 1/24/2023 11:21:10 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 1/24/2023 11:56:52 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 1/24/2023 1:20:36 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 2/2/2023 10:18:21 AM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twenty-four month term and supply contract with one twelve-month option to extend for the furnishing of legal process services for use by the Family Support Division of the Prosecuting Attorney's Office to D&B Legal Services of Prairie Village, KS, under the terms and conditions of Invitation to Bid No. 108-22.

RESOLUTION NO. 21153, February 7, 2023

INTRODUCED BY Vanessa Huskey, County Legislator

WHEREAS, the Family Support Division of the Prosecuting Attorney's Office is in need of legal process services in child support cases; and,

WHEREAS, the Finance and Purchasing Department solicited formal written bids on Invitation to Bid No. 108-22, for the furnishing of these services; and,

WHEREAS, a total of eleven notifications were distributed and viewed, and two responses were received and evaluated from the following:

Bidders

D&B Legal Services, Prairie Village, KS

Info Track U.S.A, Petaluma, CA

WHEREAS, following evaluation of the bids submitted, the Director of Finance and Purchasing recommends the contract be awarded to D&B Legal Services of Prairie Village, KS, as the lowest and best bidder, as set forth in the attached recapitulation and analysis; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twenty-four month term and supply contract, with one twelve-month option to extend, for the furnishing of Legal Process Service for the use by the Prosecuting Attorney's Family Support Division to D&B Legal Services, as the lowest and best bid received; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases subject to annual appropriation; now therefore,

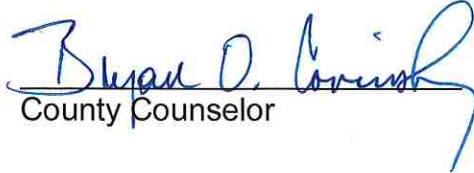
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Finance and Purchasing Department, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Finance and Purchasing Department be and hereby is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then-current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21153 of February 7, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

2/1/2023
Date


Chief Administrative Officer



JEAN PETERS BAKER
Jackson County Prosecuting Attorney

MEMORANDUM

To: Barbara Casamento, Purchasing Administrator, Finance/Purchasing Department

From: Melissa Mauer-Smith, Director, Prosecutor's Office - Family Support Division

Date: January 12, 2023

Re: **Evaluation of Request for Proposal No. 108-22 (Process Service)**

The Jackson County Prosecutor's Office - Family Support Division formed an evaluation committee consisting of 6 members, including Attorneys and Technical staff that routinely utilize the services of Process Servers in their daily work.

Each member of the Committee thoroughly reviewed the RFP and the two responses. The committee met together to review each factor of the submitted bids. The references for each responding company were checked by requesting each reference answer the same questions for each bidding company. The responses from the references was provided to the evaluation team for review. Each member of the evaluation committee completed their individual scoring on Bonfire for each of the responding companies in the areas of Qualifications and Experience, References and Pricing. Bonfire provided these scoring results: D&B Legal Services received a score of 97.5 and InfoTrack US received a score of 41.33.

Based on the 97.5 points independently awarded by the six members of the Committee to D&B Legal Services, the Prosecutor's Office Family Support Division Evaluation Committee recommends the bid be awarded to D&B Legal Services.

In particular, the committee felt that the proposal from D&B Legal Services submitted the best proposal to meet the needs of the Prosecutor's Office Family Support Division, the following reasons were highlighted by members of the committee:

- Response specifically stated the exact number of number of Process Servers and staff available, which are adequate to meet our high volume needs
- The management has over 30 years years of experience in this field
- A minimum number of 3-4 service attempts will be provided for each person to be served
- The company agreed to meet all the requirments listed in the RFP, including: courier, service, field photos, field sheets, skip tracing, court testimony and online access to their database
- References were from Law Offices that use D&B Legal Services to serve a high volume of documents, which would be similar to the needs of the Family Support Division
- References provided strong recommendations and letters of reference and have used D&B Legal Services for 10 – 15 years
- The pricing structure for the work provided was reasonable and appropriate and significantly more affordable to the Family Support Division
- There are no pending legal actions against this company



Response to Bid No. 108-22

Pricing:

5.1.6

Jackson County, MO

\$50.00 Service Fee and \$15.00 Non-Est Fee

Cass, Clay and Platte Counties

\$50.00 Service Fee and \$15.00 Non-Est Fee

Johnson and Lafayette Counties

\$85.00 Service Fee and \$55.00 Non-Est Fee

Buchanan

\$85.00 Service Fee and 55.00 Non-Est Fee

Johnson County and Wyandotte County, KS

\$50.00 Service Fee and \$15.00 Non-Est Fee

Request for Legislative Action

Res. #21153

Sponsor: Venessa Huskey

Date: February 7, 2023

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21153
Sponsor(s):	Venessa Huskey	Legislature Meeting Date:	2/7/2023

Introduction

Action Items: ['Award']

Project/Title:

Awarding a Twenty-Four Month Term & Supply Contract with One Twelve Month Option to Extend for the furnishing of Legal Process Service for use by the Prosecuting Attorney's Family Support Division to D&B Legal Services under the Terms and Conditions of Request for Proposal No. 108-22.

Request Summary

The Prosecuting Attorney's Family Support Division requires One (1) Twenty-four (24) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Service of Process of Legal and Administrative Documents.

The Prosecuting Attorney's Family Support Division is required to serve documents on the majority of child support cases and historically has found it advantageous and economical to secure the services of a highly skilled Professional Process Service Company at a set fee for Twenty-four (24) month period and to have One (1) Twelve (12) Month Option to Extend to provide Service of Process of Legal and Administrative Documents.

The Purchasing Department issued Request for Proposal No. 108-22 in response to the department need. There were two qualified responses to Request for Proposal No. 108-22. An Evaluation Committee reviewed and scored the responses; the high score of 97.5 was received by D&B Legal Services. A recommendation Memorandum is attached.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department and the Prosecuting Attorney's Family Support Division recommend an award of One (1) Twenty-four (24) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Service of Process of Legal and Administrative Documents to D&B Legal Services as the lowest and best proposal received under the terms and conditions of Request for Proposal No. 108-22. The estimated annual usage for this contract is \$40,000.

This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchase(s) is subject to annual appropriations.

Contact Information

Department:	Family Support	Submitted Date:	1/19/2023
Name:	Brian Test	Email:	BTest@jacksongov.org

Request for Legislative Action

Title:	Office Administrator	Phone:	816-881-3159
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Budget Information			
Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	4103 (Family Support)	56760 (Court Costs & Investigation Serv.)	\$ 0

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
18283	October 21, 2013
18707	February 2, 2015
19733	February 12, 2018

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals are waived - insufficient MBE or WBE firms available	
MBE:	.00%
WBE:	.00%

Request for Legislative Action

VBE: .00%	
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none">This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.	

Request for Legislative Action

History

Submitted by Family Support requestor: Brian Test on 1/19/2023. Comments:

Approved by Department Approver Melissa A. Mauer-Smith on 1/19/2023 2:44:21 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 1/23/2023 11:40:49 AM. Comments: You will need to add the following to summary:
Reference to Section 1054.6 and your estimated annual usage

Vendor Compliance is expired - need new one

You will need to provide an explanation of why a 24 month contract with 1 12 month extension is required

Submitted by Requestor Brian M. Test on 1/26/2023 2:45:31 PM. Comments:

Approved by Department Approver Melissa A. Mauer-Smith on 1/26/2023 2:52:25 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 1/27/2023 11:06:44 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 1/30/2023 9:00:05 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 1/30/2023 9:17:19 AM. Comments:

Approved by Executive Office Approver Sylvania Stevenson on 1/30/2023 9:43:26 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 2/2/2023 10:20:02 AM. Comments:

KAREN NATIONS

Attorney-at-Law
P.O. Box 13063
Overland Park, KS 66282

Phone: (913) 825-1455
Fax: (913) 825-1450

Admitted in KS, MO,
DC, NJ and NY

December 13, 2022

Jackson County Prosecutor's Office
Purchasing Department
Jackson County Courthouse
Legal Process Service
415 E 12th St
Kansas City, MO 64106

RE: Legal Process Service – D & B Legal Services, Inc.

Dear Sir or Madam:

I am a sole proprietor and much of my practice is in Missouri. I have used D&B Legal Services for our service of process in Missouri, Kansas and other areas for over 10 years. I have extremely satisfied with their performance of the process servers with D&B. They go out of their way to try and locate the defendants for me. I have often been contracting while the server is in the field looking for alternate addresses to ensure the defendant is served.

I have several friends that also use D&B. We have discussed their performance and even recommended D&B to others that express dissatisfaction with their process servers. After a few months of using D&B my friends have indicated they are very satisfied with D&B's performance.

I understand that they are current putting in a bid for handling your process serving. I highly recommend D&B as process servers. If you have any questions about the service or relationship with D&B, please do contact me at the phone number above.

Very truly yours,



Karen Nations

EVANS MULLINIX

STEVE N. GATZOULIS
SHAREHOLDER · ATTORNEY AT LAW
Fax: 913.962.8702
sgatzoulis@emlawkc.com

December 14, 2022

Jackson County Purchasing Department
Room G-1 Ground Floor
Attn: Barbara Casamento
Jackson County Courthouse
415 E. 12th Street
Kansas City, Missouri 64106

Re: Request for Proposals No. 108-22 – Legal Process Services for the
Jackson County Missouri Prosecutors Office Family Support Division

Dear Ms. Casamento:

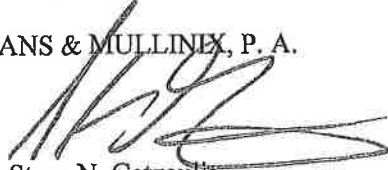
I am writing this letter in support of the proposal submitted by D&B Legal Services, Inc. to provide legal process services as referenced above. Our firm has used D&B Legal Services, Inc. for approximately ten (10) years and they have always provided high quality legal process services for our firm. I have also referred D&B Legal Services, Inc. to other law firms and have always heard that they were very satisfied with the services provided.

We are always able to communicate with the servers if there is a question or issue and can go on-line to track the service in any case. In addition, D&B Legal Services, Inc. uses video and audio recordings, if needed, to verify the information on the return of service, all of which is very helpful to us and our practice. We have a very large collection practice and use D&B Legal Services, Inc. exclusively for our service of process needs, in Missouri and in other difficult cases where the sheriff is not successful.

Please advise if you need anything further from me. I would be happy to discuss the services of D&B Legal Services, Inc. if needed.

Sincerely,

EVANS & MULLINIX, P. A.


By: Steve N. Gatzoulis

SNG:llm
cc: D&B Legal Services, Inc.



Response to Bid No. 108-22

5.1.2.1 – 5.1.2.2 D&B Legal Services, Inc., a full service investigative agency, was incorporated in the state of Kansas on May 14, 2003. The owners Bill and Dee Powell, have a combined total of 30 plus years of high quality service and experience in providing legal support services. While working for local law firms in the Kansas City Region, this dynamic husband / wife team were able to identify the need for a quality support service that was lacking in the area. They both recognized there were many needs not effectively being met in the surrounding metropolitan area, and they set out in the early 2000's to assist in meeting those critical needs by providing very specialized and focused services.

We at D&B Legal Services, Inc. are extremely proud of our reputation, knowledge and support services provided to our clients. In 2022 we were awarded "Vendor of the Year" award by the Kansa City Paralegal Association in recognition of the services we provide. We consistently strive to provide the most professional service available while meeting our own high standards and best practices for conducting business. In addition to meeting our high standards of professional business ethics, our services are in accordance with the Code of Ethics of the National Association of Legal Investigators. D&B Legal Services, Inc. is an S. Corp. and owned by Dee Powell with 51% controlling shares and Bill Powell with 49% controlling shares, respectively.

5.1.2.3 D&B Legal Services, Inc. employs a total number of 5 individuals for office duties, 13 process servers and 3 couriers are contracted by D&B Legal Services, Inc. We also contract and register with Jackson County Circuit Court over 60 process servers that are located all over the United States to help us provide nationwide service to our clients. We also have access to a nationwide network of process servers in the event we do not have a contractor in a given area.

5.1.3 References attached.

5.1.4 Our process server's follow industry standards and court rules. Our process servers make a minimum of 3-4 attempts that should include a Morning, Afternoon, Evening and Weekend attempt. When service is successful our process servers are instructed to do their best to obtain a signature of the person receiving the service of process, record their description and their full name and relationship to the subject.

D&B Legal Services, Inc
5350 W 94th Ter, Ste 206, Prairie Village, KS 66207
www.DandBLegalServices.com

913-362-8110 ph
913-362-8118 fx

When service is not obtained, our process servers are instructed to gain as much information as possible before departing the residence in the event the address is not valid for the subject; information that may be obtained by questioning the current resident on the whereabouts of the subject, questioning the neighbors, obtaining license plates of vehicles in the driveway, notating any names listed on the outside of a mailbox or any other personal fixture at the residence such as a door knocker or welcome matt. If the address is determined not valid by the process server, we contact the client within a reasonable amount of time to obtain more information. Our office also performs skip tracing.

1.0 INTRODUCTION AND BACKGROUND

- 1.1 Jackson County, Missouri is seeking proposals from qualified Respondents to provide Service of Process of Legal and Administrative Documents for the Family Support Division of the Jackson County, Missouri Prosecuting Attorney's Office.
- 1.2 This is Jackson County, Missouri Request for Proposal No. 108-22. Response Deadline is 2:00 PM on December 20, 2022.
- 1.3 The term of this contract will be Twenty-Four Months with One Twelve Month Option to Extend.
- 1.4 **Submission of Proposals:** Proposals must be submitted on-line through the Bonfire Portal at <https://jacksongov.bonfirehub.com> . Proposals submitted by any other method will not be accepted.
- 1.5 Point of Contact: The Point of Contact for this Request for Proposal is Barbara Casamento, Purchasing Administrator for Jackson County, Missouri.
- 1.6 Successful Respondent will serve Legal and Administrative Documents for the Family Support Division in Jackson County, Missouri; in the Missouri Counties of Cass, Clay, Platte, Buchanan; and in the Kansas Counties of Leavenworth, Wyandotte and Johnson.

2.0 QUESTION PROCEDURE

- 2.1 All questions regarding this Request for Proposal must be communicated electronically through the Bonfire Portal via the Opportunity Q & A on the Request for Proposal.
- 2.2 All questions must be received on the Bonfire Portal by 5:00 PM on December 13, 2022
- 2.3 All questions will be answered in the form of Addenda or on the Opportunity Q & A on the Bonfire Portal.
- 2.4 Respondents and their agents (including subcontractors, employees, consultants or anyone else acting on their behalf) must follow this procedure. Respondents or their agents may not contact any other County employee regarding the matters covered by this Request for Proposal during the solicitation and evaluation process. Inappropriate contacts are grounds for REJECTION OF RESPONDENT'S PROPOSAL.

3.0 AWARD REQUIREMENTS

- 3.1 Certificate of Insurance: The Successful Respondent will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Exhibit A included herein as an Attachment, within ten (10) business days after receiving the Notification of Award. The Certificate of Insurance must be received by the Purchasing Department prior to the commencement of any work on this contract.
- 3.2 Licenses: The Successful Respondent must provide, upon written request, evidence of any required Federal, State, Local and/or Occupational Licenses.

- 3.3 Compliance with Chapter 6 of the Jackson County Code for Minority, Women and Veteran Business Enterprises utilization will be required on any resulting contract.

4.0 SCOPE OF SERVICES

4.1 Requirements

- 4.1.1 Successful Respondent's leadership team must have, at a minimum, three (3) years experience in and a demonstrated record of success in the private process service and knowledge of the methods and legal requirements of Service of Process of Legal and Administrative documents.
- 4.1.2 Successful Respondent shall comply with any and all Federal, State, Local Laws and Court Rules and the specific directives of Jackson County. Jackson County will not pay for service that does not comply with any and all Federal, State, Local Laws, Court Rules and the directives of Jackson County, Missouri.
- 4.1.3 Successful Respondent will be required to sign a Confidentiality Agreement, a sample of which is included herein in Attachments.
- 4.1.4 Successful Respondent's Process Servers must be approved and authorized by the 16th Judicial Circuit Court (Jackson County, Missouri) and will provide the Family Support Division with the numbers assigned by the Court to each individual of the firm. The application required to obtain Private Process Server (PPS) numbers from the 16th Judicial Circuit Court (Jackson County) must be completed annually, for all process servers that serve Jackson County, not later than 10 days after the Court begins accepting applications for the subsequent year.
- 4.1.5 Successful Respondent must provide documentation that they have adequately trained and qualified process servers and office employees for the volume of work estimated in this contract, in addition to their employees that service other contracts/clients and shall maintain adequate process servers and office employees to complete all contractual requirements set forth herein.
- 4.1.6 **Estimated annual volume for this contract: 1500 to 2000 documents**
- 4.1.7 Successful Respondent is responsible to furnish all material, equipment, labor, facilities and supplies to perform the services required and meet all contractual requirements herein.

4.2 General

- 4.2.1 Jackson County will not pay more than \$15 for unsuccessful or non-established service attempted in Jackson County, Missouri.
- 4.2.2 Successful Respondent's staff shall be available at no cost to the Jackson County to testify in the Jackson County Circuit Court when service is contested.

- 4.2.3 "Service of Process" shall be in accordance with all Federal, State and Local Laws and Court Rules.
- 4.2.4 Successful Respondent will perform field service of process of Legal and Administrative Documents, such as: summons, petitions, order to show cause, subpoenas, administrative documents and other legal documents as required.
- 4.2.5 The first attempt at service is to be performed within seven (7) calendar days of the date of receipt of the service packet. The first attempt at service, and all subsequent attempts at service and additional field notes are to be entered in the Successful Respondent's database.
- 4.2.6 Successful Respondents, whenever possible, will attempt and perform personal services by delivery of the service documents to the person named on the face of the document or authorize agent.
- 4.2.7 If personal service is not possible, Successful Respondent will comply with all laws and local rules in serving another party in the household. The Successful Respondent will make every attempt to obtain the relationship, name and age of the party served to the person to whom service is being executed. Note: service cannot be made on a person under 18 years of age in Missouri.
- 4.2.8 In an attempt to serve, the Successful Respondent shall use diligence and perform reasonable professional inquiry, to include but not limited to, checking with the neighbors, property managers, employers, surveying vehicles and license plates. The Successful Respondent will also perform a "skip-trace", which at a minimum includes credit reporting agencies, prior to determining the process cannot be served on a case.
- 4.2.9 Service process is to be completed within thirty (30) days of the issuance by the Court of Summons, within thirty (30) days from receipt of administrative documents, and by the tenth (10) calendar day preceding the scheduled court date for hearing on an Order to Show Cause.
- 4.2.10 The Successful Respondent must make multiple attempts at service throughout the period allotted for service of process or will advise Jackson County, Missouri Family Support via phone or email that there is not viable information to proceed and give Jackson County, Missouri Family Support an opportunity to provide an additional address prior to returning the document not served.
- 4.2.11 The original, complete and accurate, return of service/proof of service signed by the person performing the services must state the time, date and location of service, and is to be provided no later than five working days from the date of service. The field sheet detailing all attempts at service of process and notes must be included with the return of service. Non-est service affidavits/returns will be provided within ten (10) calendar days of the last allowable date to serve the documents.

- 4.2.12 The Successful Respondent upon reasonable notice by the Jackson County, Missouri Family Support Division, will attempt service at a specific place, date and time.
- 4.2.13 If more than one party can be found at one address, the Successful Respondent shall use all efforts to serve multiple parties at one time. Successful Respondent shall only charge for one service of summons when multiple cases are served in one visit on the same party.
- 4.2.14 The Successful Respondent will keep all legal and administrative documents secured and confidential. The Successful Respondent shall not integrate any information provided by the Jackson County, Missouri Family Support Division with any of the Successful Respondents other client records, data and files and cannot be used by the Successful Respondent for any other purpose. The Successful Respondents must advise the Jackson County, Missouri Family Support Division within one (1) day of discovery that any legal document is lost, stolen, or there has been activity that may severely impact service of the documents. The Successful Respondent must have software and security protocols in place to protect all data provided by the Jackson County, Missouri Family Support Division when kept in electronic manner.
- 4.2.15 If the Jackson County, Missouri Family Support Division requests the Successful Respondent stop service of process, the Successful Respondent will stop service of process within forty-eight hours of request at no cost to the County.
- 4.2.16 The Successful Respondent will inform the Jackson County, Missouri Family Support Division of newly discovered addresses for parties.
- 4.2.17 If there is an error on the return of service, the Successful Respondent shall re-submit a corrected return of service within five (5) business days of being advised by the Jackson County, Missouri Family Support Division that a corrected return of service is necessary.
- 4.2.18 If the party to be served is known to be at a specific place on a specific date and time (i.e.: work, custody exchange, court date) the Successful Respondent will make a reasonable attempt to be at the specified location at the specified time.
- 4.2.19 It is preferred that the Successful Respondent take a photo of the person served, and or the location/vehicle where service of process occurred.
- 4.2.20 If an out of state service is required, Jackson County, Missouri Family Support Division at its option may notify the Successful Respondent who shall then utilize its resources to obtain a process server in the locale where service is to be accomplished. The out of state process server shall be considered to be an agent of the Successful Respondent and must be qualified with experience in and have a demonstrated record of successful Service of Process of Legal and Administrative documents. The out of state process server shall comply with any and all Federal, State, Local Laws and Court Rules, including an application

with the Jackson County, Missouri Circuit Court for Private Process Service (PPS) number and following up to obtain a PPS number for that out of state process server. The Successful Respondent shall notify the Jackson County, Missouri Family Support Division of the estimated charges for out of state service and obtain approval from the Jackson County, Missouri Family Support Division to utilize the out of state process server. The Successful Respondent shall make a payment to the out of state process server and thereafter, provide the Jackson County, Missouri Family Support Division an invoice for the services provided by the out of state process server.

4.3 Technological:

4.3.1 Jackson County, Missouri Family Support Division requires that the Successful Respondent must be technologically equipped. This will require at a minimum internet access, printer, copier, and computer hardware, with a database that organizes and keeps track of case activity. Selected Jackson County, Missouri Family Support Division staff shall be able to remotely access information regarding service activities on the documents given to the Successful Respondent. It is preferable that all field sheets, service returns and photos be available to Jackson County via remote access.

4.3.2 The Successful Respondent is required to have email capability and respond to inquiries from Jackson County, Missouri Family Support Division staff regarding specific cases within twenty four (24) business hours.

4.3.3 The Successful Respondent must be able to provide, at any time, a list of service packets/summons currently in the Successful Respondent's possession.

4.4 Communications:

4.4.1 The Successful Respondent will respond to email or phone calls from the Jackson County, Missouri Family Support Division staff within twenty four (24) business hours of receipt.

4.4.2 The Successful Respondent shall provide contact information and be accessible via phone during regular business hours.

4.5 Pick-Up and Drop-Off of Documents:

4.5.1 The Successful Respondent will provide a courier who will pick-up and drop-off documents at a minimum of two times per week, preferably Tuesday and Friday, with the exception of Jackson County, Missouri holidays, at the Jackson County, Missouri Family Support Division, 324 East 11th Street, Suite 1100, Kansas City, Missouri 64106. The Successful Respondent may contact designated staff at Jackson County, Missouri Family Support Division no later than 2:00 PM on workdays to see if there is a need to pick-up documents.

4.6 Invoice Procedure:

- 4.6.1 Invoices must be legibly prepared and include the Court Case Number, MACSS Case Number, and the CS case number name of party to be served, whether service was successful and the location of service, including the date and time.
- 4.6.2 Invoices must be submitted on a weekly basis with the returns of service as directed to the Jackson County, Missouri Family Support Division, 324 East 11th Street, Suite 1100, Kansas City, Missouri.
- 4.7 Process Server Requirements:
 - 4.7.1 Successful Respondent's Process Servers must be adequately trained and qualified process servers, authorized by law, in possession of a valid drivers license (or be driven by a licensed driver), and submit to a background check, if required.
 - 4.7.2 Process Servers should be professional at all times while providing services.
 - 4.7.3 Process Servers should be knowledgeable of and follow all laws, rules and regulations regarding process service.
 - 4.7.4 Process Servers should be without personal interest or involvement with any individual to be served or party to any case action.
 - 4.7.5 Process Servers shall return documents within the timeframes designated.

5.0 PROPOSAL FORMAT

- 5.1 Respondent's proposal shall be on company letterhead and consist of the following:
 - 5.1.1 Cover Letter, to include the following:
 - 5.1.1.1 Respondent's Name
 - 5.1.1.2 Respondent's Address
 - 5.1.1.3 Respondent's Telephone Number
 - 5.1.1.4 Contact Person's Name
 - 5.1.1.5 Contact Person's Title
 - 5.1.1.6 Contact Person's Telephone Number
 - 5.1.1.7 Contact Person's Email Address
 - 5.1.2 Description of Respondent's General Background to include the following:
 - 5.1.2.1 Year of inception and history
 - 5.1.2.2 Ownership structure
 - 5.1.2.3 Ability to provide the services requested

- 5.1.3 References: Provide at least three detailed references for which Respondent has provided similar services. References should include business name, contact name, telephone number and email address.
- 5.1.4 Provide your business plans to approach serving parties, time of day service might be attempted, the information your firm captures on both successful and unsuccessful attempts at service.
- 5.1.5 Respond to the following questions:
 - 5.1.5.1 Are there any civil or criminal actions pending against your firm or any key staff related in any way to the services to be performed for the County? If yes, please explain in detail.
 - 5.1.5.2 Are there any resolved disputes or allegations against your firm or any key staff related in any way to the services to be performed for the County? If yes, please explain in detail.
 - 5.1.5.3 Has your firm ever been disqualified from working in the County or any other public entity? If yes, please explain in detail.
- 5.1.6 Pricing: Provide the cost to provide these services; pricing should cover all of the services described in the Scope of Services, including services in the following Counties: Jackson, Platte, Clay, Buchanan, Johnson and Lafayette Counties in Missouri; Leavenworth, Wyandotte and Johnson Counties in Kansas.

6.0 PURCHASING INFORMATION, INCLUDED AS A SEPARATE ATTACHMENT A, TO BE DOWNLOADED AND READ PRIOR TO SUBMITTING PROPOSAL:

General Terms and Conditions

Certificate of Compliance Notice

Insurance Requirements

7.0 PURCHASING FORMS, INCLUDED AS A SEPARATE ATTACHMENT B, TO BE DOWNLOADED, FILLED OUT AND SUBMITTED WITH PROPOSAL:

Term and Supply Contract

Affidavit

Acknowledgement of Addenda

Exceptions

Contractor's Utilization Plan (Please Note: if goals are assigned they are required)

Jackson County, Missouri Family Support Division Confidentiality Agreement

8.0 EVALUATION PROCESS AND CRITERIA

- 8.1 An Evaluation Committee made up of Jackson County personnel will evaluate all proposals and make a recommendation. Jackson County shall be the sole judge of the proposals submitted for this Request for Proposal and its decision shall be final.
- 8.2 The Evaluation Committee will consider various factors when evaluating the response to this Request for Proposal, including, but not limited to responsiveness to the Request for Proposal, respondent qualifications experience and pricing as follows:
- | | | |
|-------|---|-----------|
| 8.2.1 | Responsiveness to Request for Proposal: | Pass/Fail |
| 8.2.2 | Respondent Qualifications and Experience: | 45 Points |
| 8.2.3 | References | 10 Points |
| 8.2.4 | Pricing | 45 Points |
- 8.3 The evaluation factors are used by the County as a tool to assist the County in selecting the best qualified firm(s) for the County. Ultimately, the County may choose to contract with any Respondent deemed most advantageous to the County, in the sole discretion of the County.
- 8.4 Jackson County, Missouri reserves the right to consider historic information and fact, whether gained from the Respondent's proposal, question and answer conference (if required), references, or any other source, in the evaluation process. Jackson County, Missouri also reserves the right to negotiate any and all terms and conditions as part of the final contract.
- 8.5 The Respondent is cautioned that it is the Respondent's sole responsibility to submit requested information related to the evaluation process and that Jackson County, Missouri is under no obligation to solicit such information if it is not included with the Respondent's proposal.

9.0 CONTRACT NEGOTIATIONS

- 9.1 Upon the selection of the successful Proposal, a contract incorporating the General Conditions, Scope of Services and any other provisions of this Request for Proposal acceptable to both parties will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by Jackson County, Missouri fail to develop and execute a mutually agreeable Contract, and upon a three (3) business day notification to the selected respondent, the County may reject the proposal and proceed to award the Contract to the next "best" respondent.

9.2 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.

9.3 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:

Respondent's entire proposal;

Respondent's pricing;

Respondent's proposed method of performance, including schedule of events and/or deliverables;

Respondent's experience information including customer lists or references;

Respondent's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest.

9.4 The County does not generally use standard contract forms which may be provided by the Respondent. The contract documents used by the County will include both the Request for Proposal and the Respondent's proposal. In the event that conflicts in language exist between the Request for Proposals and the Respondent's proposal, the provisions of the Request for Proposal shall govern. The Respondent shall list any and all exceptions as instructed under General Conditions, Item Number 4 of this Request for Proposal. Please note that the Respondent's Proposal is subject to rejection if Exceptions to the County's Standard Contract are requested.

9.5 Respondent must agree to the following standard provisions:

Indemnification: Respondent agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of Respondent in the performance of the work under this Contract, to the extent that Respondent is responsible for such damages and losses on a comparative basis of fault and responsibility between Respondent and the County. Respondent is not obligated to indemnify the County for the County's own negligence.

Independent Contractor: Respondent shall work as an independent contractor and not as an employee of the County. Respondent shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods

for its own Federal, State and City withholdings taxes and all other taxes, and operate its business independent of the business of the County except as required by this Contract.

Confidentiality: Respondent acknowledges and agrees that all County information and records are confidential and will not disclose or make available this information or records to anyone outside the County organization unless authorized to do so in writing by the County.

Complete Agreement: Parties agree that this Contractor together with Jackson County, Missouri Request for Proposal No. 108-22 and Respondents response thereto constitute the complete and exclusive agreement between the parties which supersedes all prior proposals or understandings or agreements, oral or written, and all other communications between parties relating to the subject matter of this Contract.

Notices: Any notice which either party shall be required by this Contract to give the other shall be in writing and delivered by mail addressed to the respective parties as follows, or to such other addresses, as the respective parties may designate from time to time:

County: Jackson County, Missouri
415 East 12th Street, Room 105
Kansas City, Missouri 64106

Respondent: D & B Legal Services Inc
5350 W 94th Tr Ste 206
Prairie Village MO 66207

Jackson County Missouri Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,
this Certificate of Compliance is hereby issued to:

D&B Legal Services Inc
5350 W 94th Terrace #206
Prairie Village, KS 66207
2023 Certificate: 20230125VC345

Issued: 2023-01-25

Expires: 2023-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

A handwritten signature in black ink, appearing to read "Janet", is written over a horizontal line.

Chief Compliance Review Officer
Jackson County Missouri
816-881-3302
compliance@jacksongov.org

GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Request Proposals unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Request for Proposal. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of services before submitting a proposal; failure to do so will be at the Respondent's own risk and they cannot secure relief on the plea of error.

1. **Withdrawal of Proposal** A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the response deadline.
2. **Completeness:** All proposals must be submitted on-line through the Bonfire Portal at <http://jacksongov.bonfirehub.com> . Proposals submitted by any other method/manner will not be accepted.
3. **Proposals Binding For 90 Days:** Unless otherwise specified all proposals submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Exceptions:** Conditional or qualified proposals are subject to rejection in whole or in part. All exceptions to the scope of services of this Request for Proposal must be made in writing and attached as Exhibit F to the proposal when it is submitted by the Respondent. The County will consider minor exceptions to its scope of services. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Request for Proposal (ex: comparable manufacturer or alternate bids where allowed by the Request for Proposal). The County will not consider exceptions to its General Conditions, Forms, or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the scope of services of the Request for Proposal shall prevail.
5. **Questions Regarding Scope of Services:** All Questions regarding this Request for Proposal shall be communicated electronically through the Bonfire Portal via the Opportunity Q & A on the Request for Proposal. All Questions must be received on the Bonfire Portal by 5:00 PM on December 13, 2022. All Questions will be answered in the form of Addenda to the Request for Proposal on the Bonfire Portal.
6. **Multiple Proposals** No Respondent will be allowed to offer more than one proposal on each item requested even though they may feel that they have two or more types or styles that will meet scope of services IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE PROPOSAL ON ANY ITEM REQUESTED, ALL PROPOSALS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF FINANCE AND PURCHASING.
7. The County reserves the right to split the award of the proposal to reject any or all proposals, to waive technical defects in proposals, and to select the proposals(s) deemed most advantageous to the County. The County shall consider proposals submitted on an "all or nothing" basis only if the proposal is clearly designated as such by the Respondent affixing the words "ALL OR NOTHING" on the Request for Proposal.
8. **Applicable Law:** The contract shall be construed according to the laws of the State of Missouri. The Respondent must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

9. Communications and Notices: Any notice to the Respondent shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Respondent at the Respondents' address as listed on the signature page of the proposal or at such address as the respondent may have requested in writing.

10. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceedings by or against the Respondent, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Respondent must notify Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract or cancel the contract and hold the Respondent responsible for damages.

11. Patents: Respondent agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

12. By virtue of statutory authority, the Director of Finance and Purchasing shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.

13. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

14. Tax Clearance Required: No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County. Further, no person, firm, or corporation, regardless of state of residency, shall be eligible to provide any goods, contractual services, or anything covered by this chapter, of a cost in excess of \$150,000 per annum, if that person, firm or corporation is in any way delinquent on any taxes payable to any local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information".

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, and, if applicable, an inquiry to be made of the appropriate personnel of any other local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information", to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given purchase order or contract is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

15. Insurance and Indemnification: The Successful Respondent shall defend, indemnify, and hold harmless Jackson County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by Respondent, its employees, agents, or subcontractors, or caused by others for whom Contractor is liable. Contractor's obligations under this section with respect to indemnification for acts or omissions shall be limited to the coverage and limits of insurance that Respondent is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Respondent as described in Exhibit A of this Request for Proposal. Respondent shall file Certificates of Insurance with Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

16. The County is not responsible for articles or services furnished without a Purchase Order.

17. Inspection and Acceptance: Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the County, or after any rejection, risk or loss shall be the responsibility of the Respondent unless loss results from negligence of the County.

18. Equal Opportunity: The Respondent shall maintain policies of employment as follows:

a) The Respondent and the Respondents Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Respondent shall take affirmative action to ensure

that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Respondent and the Respondents Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

19. Foreign Corporations: Firms submitting proposals as corporations which are not incorporated in the State of Missouri must include with their proposal a copy of a properly executed **Certificate of Registration for Foreign Corporation** authorizing the firm to do business in the State of Missouri.

20. Errors in Proposals: Respondent shall be bound by its proposal even though the proposal is based on an erroneous calculation, and Respondent shall have no right to withdraw its proposal after the Response Deadline on the basis of an error in calculation of its proposal. Carelessness in quoting prices, or in preparation of proposal, will not relieve the Respondent in case of errors. Erasures or changes in proposal must be initialed.

21. Omission in Proposals: Omission in the proposal of any provision herein prescribed shall not be construed as to relieve the respondent of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the bid must be in writing and not by omission.

22. No lowest/highest Respondent shall receive a business expectancy merely because their proposal is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

23. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Respondent covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Respondent further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

24. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinance and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Respondent replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinance and Codes together with any costs associated with collection of said damages.

25. Respondent certifies that all goods to be supplied to the County as a result of contracts awarded under this Request for Proposal were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

26. Fund Allocation: Continuance of any resulting agreement, contract, or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

27. Qualifications of Respondents: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Respondent to perform the work and the Respondent shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect Respondents physical plant prior to award to satisfy questions regarding the Respondents capabilities. The County further reserves the right to reject any proposal if the evidence submitted by or investigations of such Respondent fails to satisfy the County that such Respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

28. Except for the furnishing and transportation of materials, the Respondent shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Respondent has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if

so, requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Respondent of their liabilities under this contract.

The Respondent shall give their personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

The Respondent as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by their subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Respondents proposed subcontractors in accordance with these and any other requirements of this Request for Qualifications.

29. Minority, Women and Veteran Business Enterprise Utilization: Respondent shall comply with all requirements of Chapter 6, Jackson County Code, a copy of which can be viewed on the County's website at <http://www.jacksongov.org/394/Compliance-Review-Office>, Government, County Code, Current Code, 06. Affirmative Action Programs and by reference, incorporated herein for the construction under a County bid, proposal or for the purchase of County goods and services. Respondent shall ensure that it and its subcontractors collectively meet both the MBE, WBE and VBE goals established by the County, or show good faith effort as to why those goals could not be met and comply with all reporting requirements. The Respondent, as a condition of this contract, is responsible for assuring submission of the Contractor Utilization Plan and other documentation regarding utilization of MBE, WBE and VBE Subcontractors, and good faith efforts when requested by the County. Contractor Utilization Plan must be accepted by the Compliance Review Office prior to contract being awarded.

30. As a condition for the award of any contract or grant in excess of five thousand dollars by the County to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state, or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis.

31. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021(12), sealed bids, and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all bids have been rejected.

32. If awarded a Contract as a result of this bid; you must have a hard copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department **BEFORE** providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.

EXHIBIT A, INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on an "occurrence" basis unless an agreement, in writing, is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements have been satisfied. Should any of the required insurances be cancelled before the expiration date, a notice shall be filed with the County's Director of Finance and Purchasing in accordance with policy provisions. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Finance and Purchasing may request copies of the Contractor's insurance policies for verification of coverage(s).

6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

AFFIDAVIT

STATE OF Kansas)
COUNTY OF Johnson) SS.

James Hannah of the city of Prairie Village
County of Johnson State of Kansas being duly sworn on her or his oath, deposes and says,

1. That I am the Office Manager (Title of Affiant) of D & B Legal Services, Inc. (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2021, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

D & B Legal Services, Inc. (Name of Bidder)
By: [Signature] (Signature of Affiant)
Office Manager (Title of Affiant)

Subscribed and sworn to before me this 8th day of December, 2022

NOTARY PUBLIC in and for the County of Johnson (SEAL)

State of Kansas

My Commission Expires: _____



ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers _____ and that this Proposal is submitted in accordance with information, instructions, and stipulations set forth therein.



Signature of Respondent

12-20-22
Date

D & B Legal Services, Inc
Company Name

5350 W 94th Ter Ste 206
Address

Prairie Village KS 66207
City, State, and Zip

913-342-8110
Phone



OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
 415 E 12TH STREET, 2ND FLOOR
 KANSAS CITY, MISSOURI 64106

(816) 881-3302
 FAX (816) 881-3340
 CRO@JACKSONGOV.ORG
 WWW.JACKSONGOV.ORG/AUDITOR

JACKSON COUNTY, MISSOURI
CONTRACTOR UTILIZATION PLAN

Bid/RFP/RFQ Number: 108-22
 Bid/RFP/RFQ Title: Service of Process
 Contracting Department: Family Support Division
 Respondent: _____

I, James Hannah, of lawful age and upon my oath state as follows:

- This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Bid/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract.

The goals set by Jackson County, Missouri are:

0 % MBE 0 % WBE 0 % VBE

- Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

0 % MBE 0 % WBE 0 % VBE

- The following are the MBE/WBE/VBE Contractors to be utilized on the above-named solicitation. Respondent maintains that it either has a formal contract or a conditional contract contingent upon award.

Please note:

- If Bidder is a certified MBE, WBE, or VBE firm, it may list itself in the appropriate area below.
- No contractor may be listed under multiple categories below regardless of certifications.

INTERNAL USE ONLY	
CUP RECEIVED: _____	CUP APPROVED: _____
GFE RECEIVED: _____	GFE APPROVED: _____
CUP REVISED: _____	REVISION APPROVED: _____
APPROVED GOALS: _____ MBE _____ WBE _____ VBE	
RES/ORD: _____	AMT AWARDED: _____
NOTES:	

MBE SUBCONTRACTORS

	Description	Bidder Response
A.	MBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY
		Certifying Agency: _____ KCMO _____ State of MO
		Approved: Y N
		Sub A Contract Value: \$
B.	MBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY
		Certifying Agency: _____ KCMO _____ State of MO
		Approved: Y N
		Sub B Contract Value: \$
C.	MBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY
		Certifying Agency: _____ KCMO _____ State of MO
		Approved: Y N
		Sub C Contract Value: \$
	TOTAL MBE VALUE	\$

Add Additional Pages as Necessary

WBE SUBCONTRACTORS

	Description	Bidder Response
A.	WBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY Certifying Agency: KCMO _____ State of MO Approved: Y N Sub A Contract Value: \$
B.	WBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY Certifying Agency: KCMO _____ State of MO Approved: Y N Sub B Contract Value: \$
C.	WBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
	TOTAL WBE VALUE	INTERNAL USE ONLY Certifying Agency: KCMO _____ State of MO Approved: Y N Sub C Contract Value: \$

Add Additional Pages as Necessary

VBE SUBCONTRACTORS

Description

Bidder Response

	Description	Bidder Response
A.	VBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
Percentage of Contract Awarded:		
		INTERNAL USE ONLY Certifying Agency: KCMO ____ State of MO Approved: Y N Sub A Contract Value: \$
B.	VBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
Percentage of Contract Awarded:		
		INTERNAL USE ONLY Certifying Agency: KCMO ____ State of MO Approved: Y N Sub B Contract Value: \$
C.	VBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
Percentage of Contract Awarded:		
	TOTAL VBE VALUE	INTERNAL USE ONLY Certifying Agency: KCMO ____ State of MO Approved: Y N Sub B Contract Value: \$

Add Additional Pages as Necessary

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**

Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

*****Contact the Compliance Review Office for assistance or to request forms.*****

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.


Respondent Primary Contact: James Hannah

Title: Office Manager Email: James@DandBlegalServices.com

Date: 12/8/2022 Phone: 913-362-8110

Subscribed and sworn to before me this 8th day of December, 2022.

My Commission Expires: _____



Notary Public
(Attach corporate seal if applicable)



For questions on this form please contact:

Compliance Review Office
816-881-3302
CRO@jacksongov.org

CONFIDENTIALITY CLAUSE

Contractor and all of Contractor's officers, employees, agents/subcontractors shall maintain the confidentiality of all records and information provided by the Jackson County Prosecutor's Office Family Support Division in any format including; electronic, paper or telephonic, that the Contractor accesses or processes in accordance with the terms and intent of this Agreement, including protection of the names, addresses and other personal identifying information from unauthorized disclosure. Contractor shall not disclose protected information, except as specifically permitted in this agreement, or as authorized by an associate of the Jackson County Prosecutor's Office Family Support Division.

Contractor and all of Contractor's officers, employees, agents/subcontractors providing services under this agreement shall execute a Confidentiality Agreement, by prior to commencing work under this contract as provided by the Jackson County Prosecutor's Office Family Support Division and any confidentiality agreements subsequently required by the Jackson County Prosecutor's Office Family Support Division.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT:

Project Name: Service of Process

Contractor Name: D & B Legal Services, Inc.

Oath of Confidentiality:

Contractor shall not disclose confidential information provided by the Jackson County Prosecutor's Office Family Support Division in any format including; electronic, paper or telephonic. The contractor shall use the highest degree of care to protect all information and documents provided by the Jackson County Prosecutor's Office Family Support Division.

Contractor name: D & B Legal Services, Inc.

Agent/Employee/Officer/ Subcontractor's printed Name: James Hannah

Agent/Employee/Officer/ Subcontractor's Signature: 

Date: 12/8/22

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of office supplies and equipment for use by various County departments to Rangel Distributing of Kansas City, KS, under the terms and conditions of Invitation to Bid No. 120-22.

RESOLUTION NO. 21154, February 7, 2023

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 120-22 for the furnishing of office supplies and equipment for use by various County departments to provide for departmental needs; and,

WHEREAS, a total of one hundred and fifty six notifications were distributed and viewed, and seven responses were received and evaluated from the following:

Bidders

Rangel Distributing, Kansas City, KS

Controlled Environment Products, North Kansas City, MO

Global Equipment Company, Milwaukee, WI

Lighthouse for the Blind, Fort Worth, TX

Nasco Education LLC, Fort Atkinson, WI

Office Products Alliance, Kansas City (Jackson County), MO

Quill Products Alliance, Lincolnshire, IL

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of office supplies to Rangel Distributing of Kansas City, KS, as the lowest and best bid received as set forth in the electronic Request for Legislative Action; and,

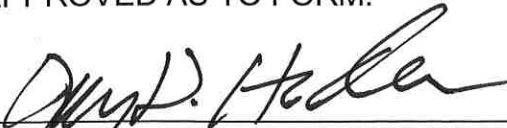
WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the Director be, and hereby is, authorized to execute for the County any documents necessary to the accomplishment of the award and any extension; and,

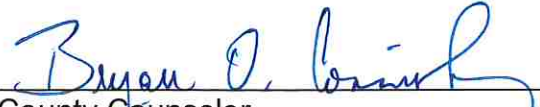
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies have been made in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21154 of February 7, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

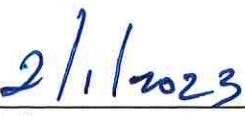
Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.



Date



Chief Administrative Officer

Request for Legislative Action

Res. #21154

Sponsor: Megan L. Marshall

Date: February 7, 2023

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21154
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	2/7/2023

Introduction

Action Items: ['Award']

Project/Title:

Awarding a Twelve (12) Month Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Office Supplies and Equipment to Rangel Distributing of Kansas City, KS

Request Summary

Various County Departments require a Term and Supply Contract for the furnishing of Office Supplies and Equipment. The Purchasing Department issued Request for Proposal No. 120-22 in response to those requirements. A total of 8700 notifications were distributed, 156 document takers, and 7 submissions were received and evaluated. A summary of the scoring is attached as well as the winning bidders quotation sheet. The winning bidder has submitted their information through the Compliance Portal.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department recommends the award of a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Office Supplies and Equipment for use by Various County Departments to Rangel Distributing of Kansas City, KS as the lowest and best bid under the terms and conditions of Request for Proposal 120-22.

The estimated annual usage for this contract is \$250,000. This award is made on an "As Needed" basis and does not obligate the County to pay any specific amount. The availability of funds for specific purchases(s) is subject to annual appropriations.

Contact Information

Department:	Finance	Submitted Date:	1/24/2023
Name:	Craig A. Reich	Email:	CReich@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3265

Budget Information

Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$
Is it transferring fund?	No

Single Source Funding:

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19531	July 17, 2017
17855	March 19, 2012

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals are waived - insufficient MBE or WBE firms available	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order. 	

Request for Legislative Action

History

Submitted by Finance requestor: Craig A. Reich on 1/24/2023. Comments:

Approved by Department Approver Bob Crutsinger on 1/26/2023 11:45:02 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 1/27/2023 10:50:13 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 1/30/2023 9:01:44 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 1/30/2023 9:18:43 AM. Comments:

Approved by Executive Office Approver Sylvania Stevenson on 1/30/2023 1:56:13 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 2/2/2023 10:21:32 AM. Comments:

1.0 Pricing Sheet - Bid No. 120-22

1.1 This Contract is based on Percentage of Discount off Manufactures Catalog List Prices.

1.2 In the spaces below please provide the Manufacturers Catalog you will be bidding on and the Discount off Manufacturer Catalog List Prices you will be offering Jackson County.

Product Description	Percentage Discount Offered
Supplies	63% off
Equipment	46% off

- 7.1 All questions regarding this Invitation to Bid shall be communicated electronically through the Bonfire Portal via the Opportunity Q&A on the Invitation to Bid. All questions must be received on the Bonfire Portal by 5:00pm CDT/CST on December 13, 2022.
- 7.2 All answers to questions will be published on the County's website in the form of Addenda. Respondents must check for Addenda prior to submitting their bid.
- 7.3 Bidders and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Bidders or their agents **may not** contact any other County staff regarding matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact are grounds for **REJECTION** of the Bidder's submission.

8.0 POST AWARD INFORMATION

- 8.1 Award information, when available, will be publicly posted in the Bonfire Portal.

SIGNATURE: 	DATE: 12/20/2022
NAME (PRINT): Rick Rangel	PHONE: 816-842-7933
TITLE (PRINT): VP	CELL: 913-226-8130
COMPANY NAME (PRINT) Rangel Distributing	FAX: 913-521-9506
E-MAIL ADDRESS (PRINT) rick@rangeldistributing.com	
E-MAIL ADDRESS FOR PO'S (PRINT) sales@rangeldistributing.com	
URL (PRINT): RangelDistributing.com	

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Memorandum of Understanding with the Communications Workers of America, Local 6360, regarding the terms and conditions of the employment of members of its bargaining unit.

RESOLUTION NO. 21155, February 7, 2023

INTRODUCED BY Venessa Huskey, County Legislator

WHEREAS, by Resolution 20122, dated March 25, 2019, the Legislature did authorize the execution of a successor Memorandum of Understanding (MOU) with the Communications Workers of America, Local 6360 (CWA) to govern working conditions for a bargaining unit consisting of certain employees within the Jackson County Sheriff's Office in the position of dispatcher (communications specialist); and,

WHEREAS, that MOU expired on December 31, 2022, but has remained in effect pursuant to an "Evergreen" clause while the parties were conducting negotiations reaching an agreement on a successor MOU; and,

WHEREAS, the County and the CWA have recently concluded these negotiations MOU regarding the terms and conditions of these employees; and,

WHEREAS, the proposed MOU will be effective for a four-year term; and,

WHEREAS, the attached Memorandum of Understanding reflects the entire agreement and understanding of the parties; now therefore,


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Memorandum of Understanding with the Communications Workers of America, Local 6360.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21155 of February 7, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Memorandum of Understanding
Between
Communications Workers of America,
AFL-CIO
and
Jackson County, Missouri

January 1, 2023 – December 31, 2026



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PREAMBLE

Section 1. It is the purpose of this Memorandum of Understanding to maintain a harmonious relationship between the County and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours and other conditions of employment.

Section 2. The County and the Union recognize that it is in the best interest of both parties, the Bargaining Unit Members, and the public that all dealings between the parties continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the County and the Union and their respective representatives at all levels will apply the terms of this Memorandum of Understanding fairly in accord with its intent and meaning and in a manner consistent with the Union's status as the exclusive bargaining representative of all Members of the Bargaining Unit, including new hires, their purpose being to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to the purpose.

ARTICLE 1 – UNION RECOGNITION

Section 1. This Memorandum of Understanding is entered into pursuant to Resolution of the Jackson County Legislature 18481 and Recognition Case R2014-011 of the Missouri State Board of Mediation, between Jackson County, Missouri, hereinafter referred to as “Employer,” “County,” or “Office,” and the Communications Workers of America, AFL-CIO, Local No. 6360, hereinafter referred to as “Union.”

Section 2. The County hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours of work, and other conditions of employment for Bargaining Unit Members employed by the County specifically in the following job classifications: Probationary Communications Specialist, Communications Specialist, Communications Specialist II, Communications Specialist III. Sr. Communications Specialist and Lead Communications Specialist.

Section 3. The parties agree that there shall be no discrimination in employment or compensation practices against any Bargaining Unit Member because of race, creed, color, religion, national origin or ancestry, gender, age, disability, pregnancy status, sexual orientation, gender identity, marital status, familial status, veteran status, political activity or lack thereof, union membership or non-membership, or membership in any other protected class recognized under federal or Missouri law. The County and the Union agree that the provisions of this Memorandum of Understanding shall apply to Bargaining Unit Members without discrimination.

Section 4. The County shall advise the Union of any new job classification created within the Sheriff’s Office that is not reserved for sworn law enforcement personnel and provide the Union with a copy of any revision to the Sheriff’s Office’s pay schedules. The parties shall meet and confer for the purpose of determining whether any such new job classification is appropriate for inclusion in the Bargaining Unit and, if so determined, to further meet and confer for the purpose of reaching Memorandum of Understanding on rates of pay, hours of work, and other conditions of employment regarding the new classification(s).

Section 5. The Sheriff’s Office will introduce new hires within the Bargaining Unit to a Union Representative within the first fourteen (14) days of employment.

Section 6. If the Sheriff’s Office should choose to utilize part-time employees within the Bargaining Unit, the County agrees that it will meet and confer with the Union for the purpose of reaching a Memorandum of Understanding on appropriate rates of pay, hours of work, and other conditions of employment of any such part-time Bargaining Unit Members.

ARTICLE 2 – UNION REPRESENTATION

Section 1. **Union Representatives.** From among the Bargaining Unit Members, the Union may designate and the Sheriff’s Office shall recognize not more than four (4) representatives, not more than two (2) on the same shift, to serve as the Union’s agents in the representation of Bargaining Unit Members. The Sheriff’s Office shall not be required to recognize any Employee as a representative unless the Union has notified the Office in writing regarding the Employee’s name and representative designation.

Section 2. **Time Off from Duty for Union Business.** Union Representatives will be allowed time off from duty to conduct Union business, which may include preparation for labor negotiations with the County, attendance at labor negotiations with the County, attendance at scheduled meetings with County representatives to discuss labor issues, attendance at Union training sessions, conducting new Bargaining Unit Member Orientation, attendance at grievance proceedings, and attendance at meetings held in the course of formal disciplinary proceedings. Any request for leave to conduct Union business shall be made through Sheriff’s Office channels at least five (5) days in advance. Exceptions to this five-day notice requirement will be considered by the Sheriff’s Office for Union business that is of a non-routine, emergency nature that could not reasonably have been foreseen or scheduled five days in advance. Neither the Union nor its representatives will abuse leave sought pursuant to this section, and the Sheriff’s Office will not unreasonably deny proper requests. Leave granted for Union business pursuant to this section will be unpaid leave, for which an Employee may use accrued vacation, compensatory time, or floating holiday, unless the requested leave falls within the paid leave provisions of Section 3 below.

Section 3. **Paid Leave for Union Business.** The County will grant paid leave to one (1) Union Representative to attend meetings with Sheriff’s Office management personnel held in the course of formal disciplinary proceedings and grievance meetings. The County will grant paid leave to two (2) Union Representatives to attend labor negotiations with the County. All paid leave granted pursuant to this section will be at the straight time rate and will count as hours working in the computation of overtime.

ARTICLE 3 – MANAGEMENT RIGHTS

Unless otherwise specifically provided in this Memorandum of Understanding, the County, through the Sheriff and in accordance with state law and the County's charter and code, possesses the sole right to operate and manage the Sheriff's Office. Subject to all other terms of this Memorandum of Understanding, the County and the Sheriff possess and retain the right to:

- A. Determine the mission of the Sheriff's Office;
- B. Direct the work force;
- C. Hire, assign, promote, transfer, or lay off Bargaining Unit Members;
- D. Determine the methods, means, number of job classifications, job duties, equipment, and supplies needed to carry out the mission of the Sheriff's Office;
- E. Discipline, demote, or discharge for just cause;
- F. Establish or change existing methods, procedures, policies, orders or facilities;
- G. Take whatever other actions may, in its judgment, be necessary to carry out the mission of the Sheriff's Office.

It is the intent of the County and the Sheriff to meet and confer with the Union regarding matters which affect Bargaining Unit Members in accordance with the Missouri Constitution, state law, and the Jackson County Charter.

ARTICLE 4 – PROBATIONARY EMPLOYEES

New Employees shall be considered probationary Employees for the first six (6) months of their employment, unless the shorter promotion probationary period applies under the County's Personnel Rules. Upon completion of the probationary period, an Employee's seniority date will be measured from his or her date of hire as provided by Article 5, Seniority.

ARTICLE 5 – UNION SECURITY

Section 1. **Union Dues.** Union dues shall be deducted by the Employer bi-weekly from the paycheck of each Employee who voluntarily signs and remits to the Employer an authorization form approved by the Union and the Employer, a copy of which is attached hereto as Appendix A. The written authorization will stay in effect until the Bargaining Unit Member gives written notice to both the Union and the County of the termination of the authorization, which shall take effect no earlier than thirty (30) days from the date of said notice. The Union shall provide the County with written notice of any dues increase and the County will be afforded thirty (30) days lead time from the date of such written notice before it is obligated to deduct remit said increased dues. The Union agrees to submit for each Union Member a check-off form, which recites the provisions of this section.

Section 2. **Service/Representation Fee Calculation.** For so long as the Union maintains majority status, any Bargaining Unit Member who does not elect to pay Union dues pursuant to Section 1 of this Article, shall be liable to pay a service/representation fee. The service and representation fee shall be a percentage of the amount paid by Union Members for Union dues, based upon the amount reasonably calculated by the Union as appropriate for the performance of service and representation, but shall not include amounts utilized to finance the Union’s political and fraternal activities unrelated to collective bargaining or contract administration. The Union shall notify the Employer of this fee calculation on or about February 1 of each year under this Memorandum of Understanding. The Employer shall deduct the amount as determined by the Union the first full pay period in March and that amount will remain in effect for one year. The service and representation fee will be deducted from the salaries of those applicable Bargaining Unit Members as a condition of employment.

Section 3. **Indemnification.** The Union agrees that it will indemnify and hold the Employer harmless from all suits, actions, claims, and/or proceedings, including the defense thereof, brought by a Bargaining Unit Member arising out of any deductions from wages made by the Employer pursuant to this article. This indemnification shall not include payment for the Employer’s legal representation. However, if requested, the Union shall provide its legal counsel to the Employer or its agents, at no cost, to defend them in any such suit, action, claim, and/or proceeding arising out of the deductions made pursuant to this article.

Section 4. **Deductions.** The Employer shall deduct the Union dues and service and representation fee, whichever is applicable, bi-weekly from the paycheck of each Employee who so requests and shall remit the appropriate amounts so deducted to the Union treasurer promptly, but no later than ten (10) days after the Employer receives said funds. The Employer

shall also provide to the Union a list of the names of individuals authorizing dues. Dues deduction authorizations shall be irrevocable for one (1) year or the expiration of this Memorandum of Understanding, whichever comes first. After the period of one (1) year, and prior to the expiration of the Memorandum of Understanding, Employees may revoke their dues authorization by giving written notice, with a copy to both the Union and the County, during the period beginning fifteen (15) calendar days prior to each anniversary date of the current Memorandum of Understanding.

Section 5. Dues During Leaves of Absence. When a Bargaining Unit Member is granted an unpaid leave of absence, any authorization for deduction of dues or a service and representation fee shall be automatically suspended effective at the beginning of the next full pay period following the commencement of the leave. The authorization shall become effective again commencing at the beginning of the next full pay period following the Member's return to paid status.

Section 6. Reports to Union. The County agrees to furnish the Union, on a monthly basis, and in a format agreeable to the Union, a report containing the following information about each Employee who has filed a dues deduction authorization or is subject to service and representation fee deduction: name, mailing address, job classification, hourly rate, dues deduction amount, period of dues collection, date of entry into County employment, and date of entry into the Bargaining Unit. The County will provide an explanation if no dues were collected in any month. The County will also provide the name, address, and telephone number of the County employee who is the best contact person for information regarding the remittance. The Union assumes all liability in the use of this information and agrees to indemnify the County in the event a claim is made against the County arising out of the use of this information.

ARTICLE 6 – SENIORITY

Section 1. **General.** Seniority shall be based on continuous length of service in the Communications Specialist classifications without a break or interruption, provided that any suspension for disciplinary purposes, absence on authorized leave with pay, absence on authorized leave without pay, or budgetary layoff for ninety (90) calendar days or less, shall not constitute a break or interruption of service within the meaning of this section. Seniority will commence from the date a Bargaining Unit Member enters the classification. When two or more Bargaining Unit Members in the same classification was appointed on the same date, their seniority standing shall be by date of hire by the County; if date of hire is the same, then seniority shall be determined by a lottery established by the County and conducted by the County with a Union Representative present. Seniority as determined by this section shall govern shift and vacation bidding.

Section 2. **Budgetary Layoff.** In the event of a budgetary layoff, seniority will be considered only if qualifications needed for the work to be assigned, performance evaluations and work records are equal as determined by the Sheriff. Any claim that a decision made by the Sheriff was arbitrary, capricious or discriminatory shall be subject to the grievance procedure. Laid off Bargaining Unit Members will be recalled to duty in reverse order of their layoffs, provided that any recalled Employee must meet the job's current qualifications. The recall list shall remain in effect one year from layoff.

Section 3. **Roster.** A roster of Bargaining Unit Members arranged in order of seniority by classification and a roster of Employees arranged in order of total service with the Sheriff's Office shall be maintained and made available for examination by Bargaining Unit Members with a copy provided to the Union (Local 6360) within thirty (30) days of any changes. The roster shall be revised and updated at the end of each year and a copy of the same shall be transmitted to the Union.

Section 4. **Accrual of Benefits.** For purposes of determining the amount or length of any benefit to which an Employee is entitled, the County's Personnel Rules and Jackson County Code shall be used for determining length of service.

Section 5. **Bidding for Shift Assignments.** On or before October 1 of each year, the Sheriff's Office shall post a listing of positions and shift assignments that are available within the Bargaining Unit. Bargaining Unit Members may bid on available positions and shift assignments beginning on October 1 and ending on October 15 of each year. The Sheriff's Office will post the results of the shift bidding process on or before October 25 of each year, which shall include a final schedule showing both shift and regular days off for each Member of the Bargaining Unit. The final schedule shall become effective on the first day of the first full pay period in the next calendar year.

ARTICLE 7 – DISCIPLINE

Section 1. **Just Cause.** No Bargaining Unit Member shall be suspended, demoted, discharged, or otherwise disciplined except for just cause. The County may not begin the investigatory/disciplinary process concerning the action or inaction of a bargaining unit member more than thirty days after the County knew or reasonably should have known of the action or inaction in question.

Section 2. **Written Notice.** Subject to the provisions of Section 3 below, the Sheriff's Office shall give a Bargaining Unit Member and the appropriate Union Representative (as determined by the Union and identified in writing to the County) at least five (5) days advanced written notice prior to the effective date of any suspension, demotion, or discharge.

Section 3. **Immediate Removal.** Nothing in this Article shall prevent the Sheriff's Office from immediately removing a Bargaining Unit Member from the workplace and/or assignment (with or without pay), pending final disposition of the matter pursuant to this Memorandum of Understanding and the County Code and Personnel Rules.

Section 4. **Subject to Grievance Procedure.** The question of whether just cause exists for any disciplinary action shall be subject to the provisions of Article 14 of this Memorandum of Understanding relating to Grievance and Arbitration procedures.

ARTICLE 8 – JOB CLASSIFICATION

The County shall have full discretion to establish, modify, abolish, or redefine job classifications, in accordance with the County Personnel Policies and Procedures. The County shall also set and define job descriptions and job requirements for job classifications. The Union shall be notified,

in writing, any changes in these descriptions or requirements at least sixty (60) days prior to the effective date of any change and afforded an opportunity to meet and confer with the County regarding any changes. Any change in a Bargaining Unit Member's job classification shall not result in a loss of pay for the affected Employee(s).

ARTICLE 9 – LEGAL REPRESENTATION

Civil Action. As determined by the County Counselor pursuant to Chapter 16 of the County Code, the County agrees to provide, at its expense and selection, legal counsel to Bargaining Unit Members in connection with any civil action brought against them arising out of the performance of their duties.

ARTICLE 10 – VACATIONS

Section 1. General. All Bargaining Unit Members shall receive vacation leave credit for time actually worked, including the initial probationary period.

Section 2. Schedule of Vacation Accrual. Full-time Bargaining Unit Members accrue annual vacation leave credit in accordance with the following schedule:

Less than sixty (60) months	80 Hours
Sixty (60) to one hundred twenty (120) months	120 Hours
One hundred twenty (120) to one hundred eighty (180) months	160 Hours
One hundred eighty (180) months and over	200 Hours

Section 3. Accumulation of Vacation Leave.

- A. Bargaining Unit Members may accumulate vacation leave credit in an amount equal to one-and-one half (1-1/2) times the annual credit, up to a maximum of two hundred forty (240) hours.
- B. No vacation leave accrual in excess of the amounts prescribed in the above paragraphs will be allowed.
- C. Bargaining Unit Members will be allowed to use vacation leave prior to any other leave to avoid truncated losses of vacation leave.

Section 4. Vacation Scheduling.

- A. Normally, vacations will be scheduled at least thirty (30) days in advance. However, Employees will be allowed to utilize vacation for unanticipated emergency situations, manpower permitting. Once a vacation is scheduled and approved, it is the Employer's responsibility to cover the shift of the Employee who will be on vacation. However, the Employer shall maintain the right to cancel scheduled vacations in emergency conditions that require the Employee's attendance at work in accordance with the mission of the Sheriff's Office.

- B. Vacation leave may not be taken by a Bargaining Unit Member until the Member has worked six (6) months.

- C. A Bargaining Unit Member shall not be charged with leave for an observed holiday occurring during a scheduled vacation.

- D. If a Bargaining Unit Member transfers from one division to another within the Sheriff's Office, scheduled vacation shall not be altered because of such transfer.

ARTICLE 11 – BULLETIN BOARD

The Sheriff's Office shall furnish space for a Union bulletin board at the work site. Only an authorized Union Representative may post or remove Union notices from the Union bulletin board.

ARTICLE 12 – LEAVES OF ABSENCE

Section 1. **Family and Medical Leave Act (FMLA).** The County shall comply with the Family and Medical Leave Act (FMLA). Employees shall be entitled to take leave with pay in conjunction with FMLA in accordance with the County’s Personnel Policies and Procedures.

Section 2. **Bereavement Leave.** In the case of death within the immediate family, defined as spouse, domestic partner, child, stepchildren, adopted children, parent, parent in-law, step parent, sister, half-sister, step sister, sister in-law, son in-law, grandparent, grandchildren, and any other person that resides with the Employee or for whom the Bargaining Unit Member is the primary care taker or has durable power of attorney. The affected Employee shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial services. This leave will not be charged against the Bargaining Unit Member’s accumulated sick or vacation time. Leave taken in such cases should not exceed a period of three (3) working days; provided that, if the services are to be conducted outside of a four hundred (400) mile radius, such Bargaining Unit Member may, be entitled to remain absent from duty with pay in order to attend such services for a period not exceeding five (5) working days. A Bargaining Unit Member will be allowed to use vacation leave for any other deaths the Member desires to observe, subject to the scheduling needs of the Sheriff’s Office.

Section 3. **Extended Medical Leave.** When all sick leave and vacation benefits are exhausted by a Bargaining Unit Member, leave time shall convert to leave-without-pay status for the remainder of the approved leave of absence. In order to maintain a position in the Sheriff’s Office while on extended medical leave, such Bargaining Unit Member must present a statement from a physician, dentist or health care provider to the Sheriff, through the chain of command, certifying the Bargaining Unit Member is unable to perform job duties. A physician’s statement shall be updated as the Sheriff deems necessary.

Extended medical leave beyond that required by the FMLA may be granted at the sole discretion of the Sheriff pursuant to the County’s Personnel Policies. Failure on the part of the Bargaining Unit Member to report at the end of this extended leave period shall be considered as a resignation.

Section 4. Injury Leave.

1. **Medical Treatment.** It is the purpose of this section to recognize that the County is responsible for those medical services that represent medical practices intended to restore the Member to the same or as close as possible to their same physical and/or mental condition that existed prior to a job-connected injury. If medical treatment is required due to the on the job injury, it shall be authorized by the County's designated workers' compensation physician. All visits shall be compensated at the Bargaining Unit Member's appropriate rate of pay.

2. **Worker's Compensation.** A Bargaining Unit Member will be granted leave for any absence from the workplace due to an injury which occurred while the Member was performing his/her job and such leave shall not be deducted from the Bargaining Unit Member's accrued leave. During this period, the Bargaining Unit Member will be paid pursuant to the appropriate State Worker's Compensation Law. In the event the injury requires the Bargaining Unit Member to be absent beyond what the State Worker's Compensation Law pays, the Bargaining Unit Member may use any accrued leave time.

Section 5. Leave of Absence Without Pay. A Bargaining Unit Member on vacation or sick leave status must request a leave of absence without pay prior to exhausting all paid leave. The Sheriff is authorized to grant an unpaid leave of absence not to exceed one hundred eighty (180) days. The County Executive may grant a Bargaining Unit Member a leave of absence without pay upon written request. Failure on the part of the Employee to report to work at the end of an approved leave without pay may be considered a resignation.

Section 6. Jury Duty Leave. A Bargaining Unit Member will receive leave with pay for regularly scheduled hours when required to serve on a jury. The Bargaining Unit Member must provide notice of required jury duty to their supervisor, as soon as practicable. If released early from jury duty, the Bargaining Unit Member is required to report back to work. Standard compensation by the Court for such jury duty will be deducted from the Employee's next paycheck. The Bargaining Unit Member may retain any allowance for parking, mileage, or meal expenses provided by the Court. No Bargaining Unit Member shall be required to work a shift that starts on a calendar day on which a Member performed jury duty, nor shall a Bargaining Unit Member be required to work a shift that ends on the same calendar day on which the Member is scheduled to perform jury duty.

Section 7. **Floating Holiday.** Each Bargaining Unit Member who has completed his or her probationary period shall be entitled to one floating holiday, not to exceed eight (8) hours, per calendar year, to be taken on a day selected by the Member. The Member must obtain prior approval from his or her supervisor before taking the holiday, which will be liberally granted so long as efficiency of the Sheriff's Office can be maintained. A floating holiday not used during the calendar year is lost. The full eight (8) hours of the floating holiday must be taken at one time. A Member has no right to separation payout of an unused floating holiday. Each Bargaining Unit Member may also take four (4) hours vacation in connection with a floating holiday so as to avoid any loss of actual pay for the pay period.

ARTICLE 13 – HOURS OF WORK

Section 1. **General.** The regular workweek shall begin at 12:01 a.m. on Saturday and end on the following Friday at midnight. The County will pay all Bargaining Unit Members every two (2) weeks.

The standard workday for all Bargaining Unit Members shall be a twelve (12) hour shift, except that two (2) days in each two (2) week pay period shall be a four (4) hour shift, constituting a total of eighty (80) hours every two (2) weeks for regular hours of work. The regular work period for purposes of calculating overtime for Bargaining Unit Members shall be eighty (80) hours every two (2) weeks corresponding with the pay periods rather than a weekly calculation.

For all assignments, the County and the Sheriff retain the right to change the work day or work week and change the above work schedules. The Sheriff agrees to meet and confer with the Union prior to making a permanent change to the above work schedule to include implementation of rotating shifts, except that conferring with the Union shall not be required regarding any change in work schedules in response to a bona fide emergency, as determined by the Sheriff. The Union shall meet and confer within fourteen (14) days of a request. The Sheriff's determination that a situation constitutes a bona fide emergency shall be subject to the grievance procedure.

Section 2. Overtime. Except as necessary to meet minimum staffing requirement and as necessary to address bona fide emergencies as determined by the Sheriff, no Bargaining Unit Member shall be compelled to work more than two (2) hours of overtime beyond their normal work tour in any workday. Any Bargaining Unit Member called in to cover mandatory overtime on a scheduled day off shall not be required to work more than twelve (12) hours on that day. The Sheriff's determination that a situation constitutes a bona fide emergency shall be subject to the grievance procedure set out in Article 14 of this Memorandum of Understanding. If, at any time during the pendency of this Memorandum of Understanding, the Union reaches a conclusion that the Employer's utilization of overtime has become excessive, the parties agree to meet and confer for the purpose of reaching a solution to the overtime issue.

Section 3. Meal Periods and Breaks. Bargaining Unit Members shall be entitled to one paid half hour meal break during each twelve-hour shift. Meal periods will not be taken during the first or last hour of work. A Bargaining Unit Member will be subject to calls during the meal period, provided meals are allowed in the dispatch center or in an area immediately adjacent to the dispatch center. Each Bargaining Unit Member shall be entitled to two (2) paid fifteen (15) minute breaks during each twelve-hour shift and one paid fifteen (15) minute break during each four-hour shift. Bargaining Unit Members shall not be allowed to accumulate break time from one shift to the next.

Section 4. Holidays. Holidays shall be governed by the Jackson County Personnel Rules, section 9.1, except as specifically provided in this Memorandum of Understanding. Holiday Pay shall be an employee's actual rate of pay not to exceed ten hours of pay. An employee who works on the actual holiday (as opposed to a County-designated holiday) of New Year's Day Truman's Birthday, Juneteenth, Independence Day, Veterans' Day, Thanksgiving, or Christmas shall receive Holiday Pay and shall also receive two times his or her regular rate of pay for all hours actually worked. The same premium pay shall also apply to hours worked on Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Labor Day, and the Friday after Thanksgiving. This provision shall remain in effect for the duration of this Memorandum of Understanding, without regard to any future modifications to the County's Personnel Rules. If any additional holiday is granted to County employees under Personnel Rule 9.1, bargaining unit members shall be entitled to that holiday as well. The Parties recognize that, under said Rule 9.1, the County Executive may substitute the day before or after Christmas for Presidents' Day as a County holiday. In that event, no holiday pay shall be payable on Presidents' Day, but holiday pay will be payable for work on the substituted County holiday.

Section 5. Sick Leave. Sick leave may be accumulated, without limitation, at the rate of 96 hours per year. Pursuant to the County Personnel Rules, sick leave may be used for the following:

- Illness of Bargaining Unit Member
- Illness of Family Member
- Health Care Provider Appointment of Bargaining Unit or Family Member

A Bargaining Unit Member will notify the on-duty Supervisor at least one hour prior to the beginning of the work shift for which he or she wishes to use sick leave, unless for a good reason such notice cannot be given. Sick leave usage for known medical appointments should be scheduled with, and approved by the Supervisor at least three days in advance of the leave if at all possible. Requests for sick leave usage to attend physician’s appointments will not be unreasonably denied.

In accordance with the County’s Personnel Rules, the Sheriff’s Office may in its discretion require any Bargaining Unit Member to furnish to his or her Supervisor a medical form from a duly licensed physician, dentist, or health provider.

Section 6. Sick Leave During Vacation. A Bargaining Unit Member may use accumulated sick leave credit for illness or injury while on authorized vacation leave, provided such use of sick leave credit would be warranted if the Bargaining Unit Member were not on vacation leave. In addition, the Employer may require that a medical form from a duly licensed physician, dentist, or health care provider is furnished. Such form shall state that the Bargaining Unit Member was incapacitated to a degree which would have prevented performance of normal duties.

Section 7. Retirement or Separation. Upon separation from County employment, a Bargaining Unit Member is entitled to sick leave payout as follows:

<u>Full Years of Service</u>	<u>Percentage of Unused Sick Leave</u>
1 Year	5%
2 Years	10%
3 Years	15%
4 Years	20%

5 Years or more

25%

There shall be no limitation on the amount of sick leave credit which a Bargaining Unit Member may accumulate.

ARTICLE 14 – GRIEVANCE/ARBITRATION PROCEDURE

For the purposes of this Article, a grievance is defined as all disciplinary matters and all matters related to the interpretation and application of this Memorandum of Understanding submitted by an affected grievant, Bargaining Unit Member and/or on behalf of the Communications Workers of America. As outlined below, all disciplinary matters involving termination, suspensions of more than four days, and demotion shall be subject to arbitration. Any Bargaining Unit Member may file a grievance, but the Union will retain ultimate authority to determine whether eligible grievances are processed to arbitration. If a grievance affects more than one Member of the Bargaining Unit, the Union may file a grievance on behalf of all affected Members of the Bargaining Unit.

The parties shall make sincere and determined efforts to settle meritorious grievances as the voluntary steps of the grievance procedure and to keep the procedure free from non-meritorious grievances.

Section 1. Grievance Procedure.

Step 1. The matter shall first be taken up orally between the Bargaining Unit Member and Supervisor involved. A Union Representative may be present during any step of the grievance procedure.

Step 2. If the grievance is not adjusted orally, it must be submitted in writing to the Bargaining Unit Member's division commander within twenty-one (21) calendar days after the occurrence giving rise to the grievance or after becoming known or it shall be considered as closed. The division commander shall reply in writing within twenty-one (21) calendar days.

Step 3. In case the matter cannot be settled under Step 2, the matter will then be considered by a Union Representative and the appropriate Undersheriff or his designee. Requests for consideration by the Undersheriff must be submitted in writing within twenty-one (21) calendar days of the decision in Step 2, or the grievance shall be closed. The Undersheriff's decision shall be made in writing within fifteen (15) calendar days after submission, or the grievant shall prevail.

Step 4. In the case the matter cannot be settled under Step 3 or in matters of termination, the matter will then be considered by the Sheriff. Requests for consideration by the Sheriff must be in writing within twenty-one (21) calendar days of the decision of the Undersheriff or the grievance shall be closed. The Sheriff's decision shall be made in writing within fifteen (15) calendar days after submission to him/her, or the grievant shall prevail.

Step 5. In the event a satisfactory solution cannot be reached between the parties through the procedure set forth above for discipline cases, the Union may request arbitration or a Merit System Commission hearing as provided below:

(a) In disciplinary matters where the discipline imposed is a suspension of four (4) days or less, the Bargaining Unit Member's only administrative remedy will be to seek a hearing before the Merit System Commission, provided that the option of proceeding before the Merit System Commission was preserved by the Bargaining Unit Member's filing of a notice of appeal with the Commission, as provided in County Personnel Rule 15.8, after the Member receives notice of the discipline taken as provided in this Memorandum of Understanding.

(b) In disciplinary cases involving suspension of five (5) days or more and/or termination, the grievant shall have the option of selecting arbitration or a hearing before the Merit System Commission, but not both, and provided that the option of proceeding before the Merit System Commission was preserved by the Bargaining Unit Member's filing of a notice of appeal with the Commission, as provided in County Personnel Rule 15.8, after the Member receives notice of the discipline taken as provided in this Memorandum of Understanding. Should the Bargaining Unit Member elect arbitration, the Bargaining Unit Member will withdraw his or her Merit System Commission appeal. Disciplinary grievances involving suspensions of five (5) days or more and/or termination in which the grievant chooses to proceed to arbitration shall be processed in arbitration as outlined below:

- (1) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within thirty (30) calendar days following the decision of Step 4 above. The notice shall set forth the articles or sections of this Memorandum which are claimed to require modification or referral of the decision previously made. If notice of intent to arbitrate is not delivered within thirty (30) calendar days, the grievance shall be deemed closed.
- (2) Within twenty-one (21) calendar days after the above notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the American Arbitration Association (AAA)

and the parties will alternately and independently strike arbitrators from a list with the last remaining arbitrator being selected. If the party upon whom a properly executed AAA request is served fails to execute and send such request within twenty-one (21) calendar days of service thereof, then the grievance shall be found in favor of the other party.

- (3) A Bargaining Unit Member shall not be paid for the time spent in attending arbitration proceedings other than as a witness.
- (4) The jurisdiction and authority of the arbitrator shall be governed by the following:
 - (a) The arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the ability to make such binding orders as are necessary to enable him or her to act effectively. The arbitrator shall observe the rules of evidence.
 - (b) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
 - (c) In the resolution of disputes between the parties of this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this Memorandum and the facts and evidence presented by the parties in the presence of each other.
 - (d) The arbitrator shall have no authority to substitute his or her judgment for that of the management of the County or Sheriff's Office, nor shall he or she have authority to usurp, detract from, modify, or exercise any management right of the County or Sheriff's Office.
 - (e) The arbitrator shall have the discretion to rescind or decrease the discipline imposed, if the evidence so warrants.
- (5) The cost of the arbitrator shall be shared equally by the County and the Union.
- (6) Decisions of the arbitrator are subject to review by the Sheriff, who may modify the arbitrator's decision when the Sheriff believes the findings of fact and decision of the arbitrator are clearly contrary to the overwhelming weight of the evidence viewed in its entirety. Any ruling

by the Sheriff to modify a decision of an arbitrator must be submitted to the parties, in writing, within fifteen (15) calendar days of the arbitrator's decision and must specify the facts and evidence which support such modification. The final written decision of the Sheriff shall be subject to judicial review in the 16th Circuit Court of Missouri if filed by the Union within thirty (30) calendar days of the Sheriff's final decision. The court shall have the authority to overturn the Sheriff's decision if it is not supported by the evidence. If the Sheriff fails to issue such a written decision, the decision of the arbitrator shall be final and binding.

- (7) Either party shall have the right to file an action in the 16th Judicial Circuit Court of Jackson County to set aside an arbitration award in accordance with applicable law.

Section 2. Time Limits. The time limits set forth in this Article are binding, unless waived by mutual Memorandum of Understanding of the parties. Either party may request an extension of the time limits, which will not be unreasonably denied. Failure by the Sheriff to respond within the time limits set forth above shall result in the grievance moving to the next step. Failure of the Union or Bargaining Unit Member to comply with the time limits or procedure set forth herein shall result in the grievance being closed.

ARTICLE 15 – RETIREMENT

The parties recognize that the Employer has a County-funded pension plan for County employees. The Employer will continue to properly fund this plan according to the terms thereof. Employees covered under this Memorandum are included within the provisions of the plan and shall be provided a copy of the plan. The Employer shall not terminate its pension plan unless it notifies the Union at least 90 days prior to such termination and meets and discusses with the Union before making any final changes. If changes to the Employer's pension plan are officially proposed by the Employer, the parties agree to meet and confer regarding the effects of any such proposed changes.

A vested Bargaining Unit Member, who sustains an injury during the performance of his/her work duties, which renders the Bargaining Unit Member unable to perform the essential job functions, and who otherwise meets the pension plan's benefits eligibility requirements, shall

qualify for an unreduced pension based on the present formula, or as otherwise provided by the County.

The County Executive and Sheriff agree to request the Pension Board explore extending disability retirement to non-vested, non-probationary Bargaining Unit Members injured while performing their work duties.

ARTICLE 16 – OVERTIME PAYMENT

Section 1. **Minimum.** Any Bargaining Unit Member who is called back to duty outside his or her regular scheduled working hours will receive a minimum of four (4) hours pay at the Bargaining Unit Member’s appropriate rate of pay, or pay for one and one half (1 ½) times the hours actually worked, whichever is greater. This shall include court time. However, if the Bargaining Unit Member is called in less than four (4) hours immediately prior to and connected to the start of his or her regular shift, the Bargaining Unit Member shall be entitled only to pay equal to time and one half for hours actually worked prior to the start of the scheduled shift.

Section 2. **Compensatory Time.** With approval of the Sheriff and at a Bargaining Unit Member’s request, a Bargaining Unit Member may accumulate compensatory time in lieu of overtime with a credit up to a maximum of ninety (90) hours. Holiday leave, approved vacation, and approved compensatory time shall count as hours worked for the purpose of computing overtime hours. Job related illness or injury leave, funeral leave, and sick leave shall not count as hours worked for the purposes of computing overtime.

ARTICLE 17 – SAVINGS CLAUSE

The parties intend for this Memorandum to be consistent with applicable state and federal law and the County Charter and is not intended to supersede any such laws. The parties agree this Memorandum shall be enforceable upon adoption, ratification and signature by all necessary parties. If any provision of this Memorandum is subsequently declared, by a court of competent jurisdiction, to be in violation of a state or federal law, or the County Charter or subsequently enacted state or federal legislation or the County Charter as amended by the voters of Jackson County, such provision will be invalid and unenforceable. All other provisions of this Memorandum will remain in full force and effect. With regard to any stricken provision, the parties will promptly meet and attempt to negotiate a replacement provision.

ARTICLE 18 – COMPENSATION

Section 1. For the years 2023, 2024, and 2025 see Article 21, sections 2 and 3 of this Memorandum of Understanding.

Section 2. **Shift Differential.** Bargaining unit members who are assigned to a shift that begins on or after 6:00 pm or ends on or before 6:00 am of any day actually worked shall receive a shift differential of \$1.50 per hour for each hour actually worked on such a shift.

ARTICLE 19 – AFFECTED BENEFITS

All applicable provisions of the Jackson County Personnel Rules continue to apply to Bargaining Unit Members and other benefits which are offered to all County Employees shall be offered to Bargaining Unit Members. In addition, any and all benefits provided under this Memorandum of Understanding to a spouse or as a spousal benefit shall also be provided to domestic partners, as defined in Section 902.17 of the Jackson County Code, irrespective of gender.

In the event that the County wishes to modify existing Personnel Rules, it shall notify the Union at least sixty (60) days in advance. Upon request from the Union, the parties shall meet to discuss such proposed changes. In the event that, after sixty (60) days, the parties have not agreed on the proposed changes, the County may implement such changes, subject to the Union's right to challenge the changes under the grievance procedure as outlined in this Memorandum of Understanding.

ARTICLE 20 – SAFETY AND HEALTH

Section 1. **Adherence to Safety Rules.** In order to have a safe place to work, the County agrees to comply with all laws and ordinances applicable to its operations concerning safety of the Bargaining Unit Members covered by this Memorandum of Understanding. The Union and all Bargaining Unit Members shall comply with all safety rules and regulations established by the County during hours of their employment.

Section 2. **Unsafe Working Conditions.** If a Bargaining Unit Member has justifiable reason to believe that his or her safety and health is in danger due to an alleged unsafe working condition, or alleged unsafe equipment, the Bargaining Unit Member shall inform his or her immediate Supervisor who shall have the responsibility to determine what action should be taken.

ARTICLE 21 – DURATION

Section 1. **Term of the Memorandum of Understanding.** This Memorandum of Understanding shall become effective as of January 1, 2023, and shall remain in full force and effect until December 31, 2026. It shall be automatically renewed thereafter and remain in effect from year to year, unless either party notifies the other, in writing, ninety days prior to the annual expiration date, of a desire to modify the Memorandum of Understanding.

Section 2. **2023 Re-Opener.** The parties agree to meet within two weeks of March 1, 2023, and confer regarding potential salary increases and/or other wage-related payments to be awarded during the County’s 2023 calendar year. Additionally, if additional funds for bargaining unit member salary increases become available in the County budget at any time during any calendar year under this Memorandum of Understanding, the parties agree to meet and confer for the purpose of reaching agreement concerning the allocation of such funds.

Section 3. **Future Years’ Wage Re-Opener.** The Union shall have the right to re-open this Memorandum of Understanding for purposes of meeting and conferring regarding wages by providing written notice to the County of its intent to do so on or before August 1 of any year under this Memorandum of Understanding after 2023.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM ON THE DATE WRITTEN BELOW.

Attest:

Approved As To Form:

Mary Jo Spino, Clerk of Legislature

County Counselor

Jackson County, Missouri

By: _____ Date: _____
Frank White, Jr., County Executive

By: _____ Date: _____
Darryl Forte', Sheriff

Communications Workers of America, AFL-CIO

By: _____ Date: _____

Payroll Deduction Authorization
For Union Dues

(Last Name)	(First Name)	(Middle Initial)	
(Street Address)	(City)	(State)	(Zip)
(Soc. Sec. #)	(Phone Number)	(Job Title)	

Authorization for Payroll Deductions
of Union Dues Payable to
Communications Workers of America

I hereby authorize the County of Jackson, Missouri to deduct from my pay each month beginning in the month of _____, 20__, regular monthly Union Dues and one initiation Fee in the amount certified by the Secretary-Treasurer of the Communications Workers of America. I further authorize the County of Jackson, Missouri to forward all sums deducted to the Secretary-Treasurer of the Communications Workers of America.

If after all other authorized or required deductions and my pay is insufficient to permit the deduction of said Dues from my pay, it is understood that said Dues will be deducted from my pay in a succeeding period in which my pay is sufficient therefore.

Deductions under this authorization shall not be made while I am on leave of absence, but such deduction shall resume with the first regular dues deduction period following my return to active duty and if my leave of absence was not greater than one month, dues not deducted during the absence will also be deducted in the first regular Dues Deduction period following my return to duty.

This deduction may be cancelled by the County of Jackson, Missouri upon my transfer to a position not included in this Bargaining Unit.

It is understood that the County of Jackson, Missouri assumes no responsibility in connection with this authorization except that of forwarding monies to the Secretary-Treasurer of the Union.

Union Dues are not deductible as charitable contributions for Federal Income Tax purposes. Dues, however, may be deductible in limited circumstances, subject to various restrictions imposed by the Internal Revenue Code.

Dated _____
Signed _____

Request for Legislative Action

Res. #21155
Sponsor: Venessa Huskey
Date: February 7, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21155
Sponsor(s):	Venessa Huskey	Legislature Meeting Date:	2/7/2023

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing the County Executive and the Jackson County Sheriff to executed a Memorandum of Understanding with the Communications Workers of America Local 6360.

Request Summary
Resolution 20122 dated March 25, 2019 authorized a three-year Memorandum of Understanding (MOU) between the County and the Communications Workers of America Local 6360 regarding the terms and conditions of employment for the dispatchers in the Sheriff's Office. The parties have reached agreement on a successor MOU to be effective until December 31, 2026

Contact Information			
Department:	County Counselor	Submitted Date:	1/31/2023
Name:	Katherine Henry	Email:	khenry@jacksongov.org
Title:	Litigation Paralegal	Phone:	816-881-3356

Budget Information			
Amount authorized by this legislation this fiscal year:	\$ 0		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$		
Is it transferring fund?	No		
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	

Request for Legislative Action

Resolution:	Resolution date:
20122	March 25, 2019

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Not spending money	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
•	

Request for Legislative Action

History

Submitted by County Counselor requestor: Katherine Henry on 1/31/2023. Comments:

Approved by Department Approver Jay D. Haden on 1/31/2023 2:39:13 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 1/31/2023 4:01:52 PM.
Comments:

Approved by Compliance Office Approver Jaime Guillen on 1/31/2023 4:49:15 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 2/1/2023 8:16:41 AM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 2/1/2023 9:54:17 AM. Comments: County Counselors have MOU but not attached to this eRLA.

Approved by Counselor's Office Approver Jamesia Manning on 2/2/2023 10:24:18 AM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION congratulating the Kansas City Chiefs on winning the American Football Conference Championship and securing a spot in Super Bowl LVII.

RESOLUTION NO. 21156, February 7, 2023

INTRODUCED BY Manuel Abarca IV, DaRon McGee, and Vanessa Huskey, County Legislators

WHEREAS, the Legislature recognizes the impressive performance of the Kansas City Chiefs in winning the American Football Conference (AFC) Championship and securing a spot in Super Bowl LVII; and,

WHEREAS, the Chiefs' victory over the Cincinnati Bengals in the AFC Championship was a thrilling and historic moment for the team and its fans; and,

WHEREAS, the bromance between Travis Kelce and Patrick Mahomes II has captured the hearts of Kansas City fans and added to the excitement of the Chiefs' journey to the Super Bowl; and,

WHEREAS, Kansas City fans collected five Buy One, Get One Free #BigMacSacks last Monday thanks to Joe Burrow's gracious takedowns; and,

WHEREAS, we understand that the Bengals may have suffered critical injuries to their pride but have reason to believe that there is space available at the Big Cat Rescue for recovery; and,

WHEREAS, the Legislature wishes to show its support for the Chiefs as they face the Philadelphia Eagles in the big game; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature wishes the Kansas City Chiefs all the best on their quest for a Super Bowl victory and proudly supports them as they represent our city and county on the biggest stage in football.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21156 of February 7, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION congratulating Craig Braden on the occasion of his retirement on February 10, 2023, after thirty-four years of service, most recently at the Jackson County Sheriff's Office.

RESOLUTION NO. 21157, February 7, 2023

INTRODUCED BY Venessa Huskey, County Legislator

WHEREAS, Craig Braden joined the Jackson County Department of Corrections in 1988 as a corrections officer; and,

WHEREAS, Craig's significant career accomplishments include serving as a transportation officer and acting supervisor and being named Employee of the Month for the Jackson County Detention Center and becoming fleet manager for the Jackson County Sheriff's Office; and,

WHEREAS, Craig coached, taught, and trained numerous corrections officers in transportation techniques and procedures for the safe and secure movement of inmates to court and for transfer to state and federal custody; and,

WHEREAS, during his years of service, Craig had a significant impact on the operations of the Sheriff's Office and the Department of Corrections, saving thousands of dollars in resources; and,

WHEREAS, Craig received the Public Employees Recognition Award in May 2015 for Excellence in Public Service; and,

WHEREAS, Craig has always been appreciated for his professionalism, high ethical standards, and integrity; and,

WHEREAS, Craig's daily presence will be deeply missed by his colleagues who have benefited from his knowledge, effective problem solving, and positive support; now therefore,

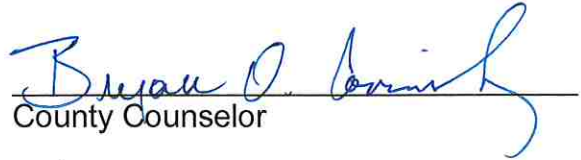
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby congratulates Craig Braden on the occasion of his retirement and extends best wishes in all of his future endeavors.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21157 of February 7, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Request for Legislative Action

Resolution No.: 21157
Sponsor: Venessa Huskey
Date: February 7, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21157
Sponsor(s):	Venessa Huskey	Legislature Meeting Date:	2/7/2023

Introduction
Action Items: ['Courtesy']
Project/Title:
Requesting a Resolution congratulating Craig Braden on the occasion of his retirement after thirty-four years of service to Jackson County.

Request Summary
<p>We are requesting a Resolution congratulating Craig Braden on the occasion of his retirement, February 10, 2023, after thirty-four years of service to Jackson County, most recently at the Jackson County Sheriff's Office.</p> <p>Mr. Braden joined Jackson County in 1988 as a Corrections Officer after serving as a Military Police Officer in the United States Army for three years.</p> <p>Among Braden's greatest achievements are serving as a transportation officer, acting supervisor, awarded Employee of the Month twice, Public Employees Recognition Award, and becoming the Fleet Manager for the Jackson County Sheriff's Office.</p> <p>Braden coached, taught, and trained numerous corrections officers in transportation techniques and procedures for the safe and secure movement of inmates to court and transfer to state and federal custody.</p> <p>As the Fleet Manager for the Sheriff's Office, Braden's knowledge and experience has saved thousands of dollars in resources and time.</p> <p>Braden will be remembered for his professionalism, integrity, and high ethical standards.</p>

Contact Information			
Department:	Sheriff	Submitted Date:	1/24/2023
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Budget Information	
Amount authorized by this legislation this fiscal year:	\$ 0

Request for Legislative Action

Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$
Is it transferring fund?	No
Single Source Funding:	
Fund:	Department:
Line Item Account:	Amount:
	!Unexpected End of Formula

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Not spending money	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> • This legislative action does not impact the County financially and does not require Finance/Budget approval. 	

Request for Legislative Action

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History

Submitted by Sheriff requestor: Elizabeth A. Money on 1/24/2023. Comments:

Approved by Department Approver Michael L. Montgomery on 1/24/2023 1:18:17 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 1/27/2023 10:25:28 AM.
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 1/27/2023 10:48:08 AM. Comments:

Not applicable by Budget Office Approver Mark Lang on 1/27/2023 11:06:59 AM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 1/30/2023 9:40:26 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 2/2/2023 10:28:38 AM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION recognizing the important contributions of African Americans to our community in observance of Black History Month.

RESOLUTION NO. 21158, February 7, 2023

INTRODUCED BY DaRon McGee, Venessa Huskey, Megan L. Marshall, and Donna Peyton, County Legislators

WHEREAS, Black History Month is observed annually in the United States to celebrate the rich history, culture, and contributions of African Americans to our nation; and,

WHEREAS, this year's theme is "Black Resistance," which recognizes the long and ongoing history of African American resistance to systemic oppression, injustice, and racism; and,

WHEREAS, African Americans have faced numerous challenges throughout history but have always risen to the occasion with strength, resilience, and determination, inspiring generations to come; and,

WHEREAS, the Black Resistance theme is particularly relevant in the wake of recent events that have brought to light the persistent issues of racial inequality and social justice in our society; and,

WHEREAS, it is important to acknowledge and celebrate the countless acts of resistance that African Americans have demonstrated throughout history and continue to

demonstrate today in their fight for equality, justice, and freedom; now therefore,

BE IT RESOLVED by the Legislature of Jackson County, Missouri, that the Legislature does hereby recognize and celebrate the theme of “Black Resistance” for Black History Month and acknowledges the significant contributions and sacrifices of African Americans in their pursuit of equality and justice; and,

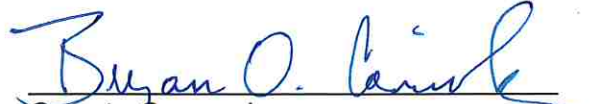
BE IT FURTHER RESOLVED that the Legislature reaffirms its commitment to promoting understanding, unity, and inclusiveness, and to working towards a society free of discrimination and racism.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21158 of February 7, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

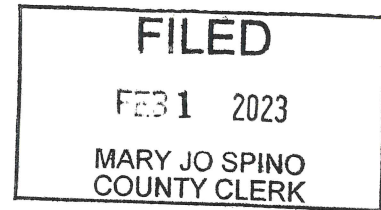


FRANK WHITE, JR.
Jackson County Executive

EXECUTIVE ORDER NO. 23-07

**TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE**

**FROM: FRANK WHITE, JR.
JACKSON COUNTY EXECUTIVE**



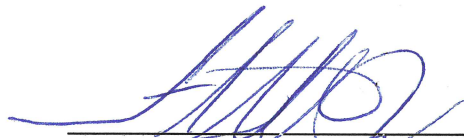
DATE: February 1, 2023

**RE: APPOINTMENT TO THE JACKSON COUNTY BOARD OF
EQUALIZATION AND DESIGNATION OF CHAIR**

I hereby make the following appointment to the Jackson County Board of Equalization:

Lauren Allen is appointed to fill the vacancy occasioned by the expiration of the term of John B. Boyd, for a new term to expire December 31, 2025. A copy of Ms. Allen's resume' is attached.

Further, I designate V. Edwin Stoll, current member, to serve as Chair of the Board of Equalization.



Frank White, Jr., County Executive

Date: 2/1/2023



LAUREN ALLEN

J.D., LL.M

allen.lauren@live.com
Kansas City, MO, 64110
Linkedin.com/in/lauren-allen

CHIEF LEGAL COUNSEL

"DELIVERING EXCELLENT LEGAL SERVICE AND SMOOTH INTERNAL OPERATIONS IN GOVERNMENT AND CORPORATE LAW ENVIRONMENTS"

Performance-driven professional with extensive experience managing legal operations and delivering high-quality results in a fast-paced and dynamic environment. Reviews global level products, features, and initiatives to offer practical legal risk mitigation suggestions across multiple verticals. Provides expert advice on commercial transactions and legal affairs. Resolves litigation and business controversies through research, top-level case analysis and effective client advocacy advancement. Committed to creating and ensuring compliance with law and policies while collaborating with fellow industry experts and professionals to optimize an organization's processes. Exceptionally skilled in developing comprehensive legal strategies and negotiating claims to boost organizational business development and implement legally defensible protocols and procedures.

Project Management	Regulatory Affairs	Legal & Business Consultation	Legal Risk Mitigation
Data Protection	Budgeting & Forecasting	Contract Interpretation	Legal Analysis & Research
Transactional Practice	Strategic Planning	Commercial/Corporate Law	Conflict Resolution

PROFESSIONAL EXPERIENCE

Housing Authority of Kansas City, MO | Kansas City, MO
General Counsel (2021 to Present)

2020 to Present

Advise and represent the HAKC in legal matters, including commercial transactions, NDAs, SOWs, construction development, real estate purchases, compliance/governance issues, licensing agreements, contract negotiations/drafting, and litigation management. Perform daily supervision of legal department teams, including recruitment, promotion, and discipline. Utilize effective contract management skills to handle all outside counsel contracts.

- ◆ Develop and execute the paid legal internship program for second and third-year law school students.
- ◆ Initiate and implement policy changes at the local, state, and national levels.
- ◆ Guest Speaker at National Association of Housing and Redevelopment Officials Conference (NAHRO); Missouri National Association of Housing and Redevelopment Officials (MONAHRO); NAHRO Congressional Contact for Public Housing Authorities in Missouri.

Legal Counsel (2020 to 2021)

Ensured security interest of Housing Authority by offering legal advice while counseling stakeholders, board members, and leadership regarding policy changes. Facilitated Employment and Labor processes by creating and implementing an efficient onboarding Process for recruiting employees.

- ◆ Executed defensible litigation and business processes to save agency \$200k+ in legal fees in two years.
- ◆ Increased operational efficiency by designing and executing internal policies and procedures; implemented changes to comply with policy amendments and contract standardization.
- ◆ Updated and executed policies of ACOP/ADMIN Plan to carry out housing program in accordance with federal law and regulations.

United Lex Corporation | Overland Park, KS
Legal Consultant | other roles: Staff Attorney | Litigation Manager

2016 to 2020

Drafted, negotiated, and managed multi-million-dollar contracts and commercial service agreements with multi-national corporations in the commercial market. Offered legal services, such as enlisting digital contracts, supervising transactions, assuring compliance management, protecting data, and accessing clients' internal legal departments.

- ◆ Served Fortune 50 clients by reviewing numerous documents from 5K to 2M+.

- ✦ Administered a \$20M+ budget while optimizing workflows and workforce to meet service level agreements.
- ✦ Led 84 attorneys in multi-state areas to complete major projects using strategic staff management skills.
- ✦ Maximized productivity and minimized error rate to less than 2% average by training attorneys on new workflow processes, including a system of checks and balances.

Maryland Legal Aid DCSHC | Annapolis, MD
Staff Attorney

2014 to 2015

Enhanced awareness in public by responding to telephone and in-person queries, advising on completing and filing claims, and drafting motions to reach positive resolutions. Recommended suitable options to pro-se litigants in District Court cases for presenting self-representation.

- ✦ Developed an expertise in common civil matters related to landlord and tenant disputes, small claims, protection orders, and replevin/detinue, debt, and consumer protections.

House of Ruth - Maryland | Baltimore, MD
Staff Attorney

2014 to 2014

Represented and litigated on behalf of domestic violence victims in District and Circuit Court to receive protective, peace, custody, and divorce decrees orders while coaching and assigning duties to Attorney Fellow(s).

- ✦ Carried out staff attorney operations, including maintaining cases, interviewing victims, developing fact summaries and other documents, revising evidence, and initiating negotiations with respondents.

ADDITIONAL EXPERIENCE

American University | Expert Meeting Coordinator at Academy on Human Rights & Humanitarian Law | Washington D.C.
 Delaware Department of Justice | Asst Attorney General & Law Clerk | Wilmington, DE
 University of Georgia | Family Violence Clinic Student | Athens, GA
 Chatham County Juvenile Court | Guardian Ad Litem & Law Clerk | Savannah, GA

EDUCATION

Juris Doctor (J.D.) | The University of Georgia School of Law | Athens, GA
Master of Laws (LL.M) (Law & Government/Gender & Law) | American University | Washington, D.C
Education Abroad | Oxford University | Oxford, England
Bachelor of Arts, English, Minor: Philosophy | Philander Smith College | Little Rock, AR

PROFESSIONAL MEMBERSHIPS

WorldCC Certifications, Contract and Commercial Management
Maryland State Bar Association – MSBA, Maryland State Bar
Missouri State Bar Association, Missouri State Bar
Kansas City Missouri Bar Association, KCMBA
Jackson County Bar Association, JCBA

AWARDS & RECOGNITION

In-House Counsel Awards, Rising Star • Issued by Missouri Lawyers Media (2020)
Honors Magna Cum Laude • Presidential Scholar

CIVIC ENGAGEMENT/BOARD PARTICIPATION

Member, Delta Sigma Theta Sorority, Inc., (Present) • Board Member, Board of Trustees of City Trusts, (Present) • Board Member, St. James United Methodist Church (Present) • Board Member, Delta Educational and Economic Development (Present) • Board Member, Missouri National Association of Housing and Redevelopment Officials (Present) • Advisory Member, Black Female Attorneys Network • Frmr Member, ACLU Legal Committee • Frmr Chairperson of the Board, Planet Play KC, •

TECHNICAL PROFICIENCIES

Microsoft Office | Westlaw | Lexis | Elite