



COVID-19 UPDATE REPORT

Jackson County Health Department — Mar. 1, 2023

Source	New Cases per 100k	COVID-19 Hospital Admissions	Community Level	Context
CDC	93.6	7.6 per 100k	Low	Includes all of Jackson County

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

COVID-19 Case Rate



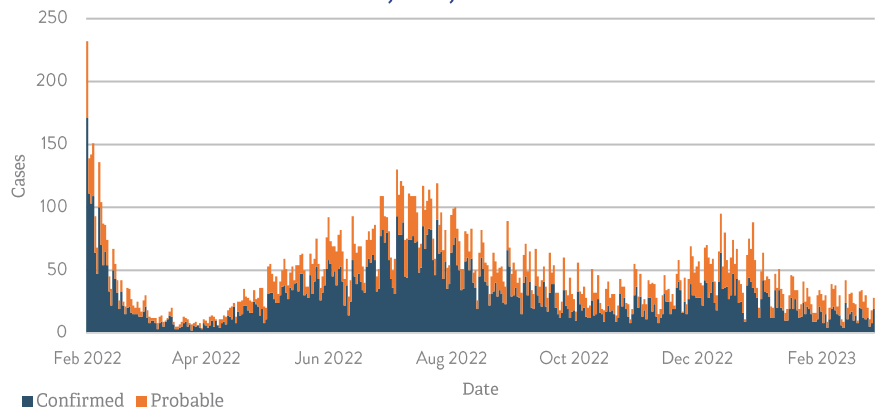
64.5

7-day case rate per 100,000

10.7%

decrease from 4 weeks previous

COVID-19 CASES, EJC, FEB. 2022– FEB. 2023



Hospitalizations



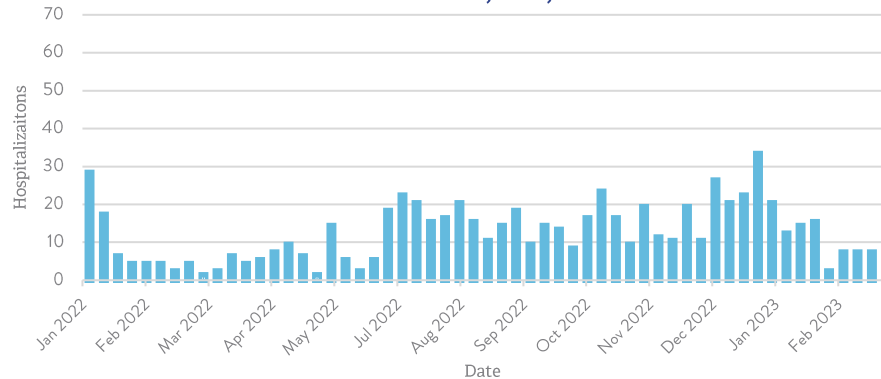
9

hospitalizations in past 7 days

40.0%

decrease from 4 weeks previous

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



Jackson County Vaccinations (CDC Data)

% First Dose Only*	% Completed Vaccination*	% Bivalent Booster*	Doses Administered by JACOHD
74.8%	60.9%	14.9%	91,121

COVID-19 Deaths in Eastern Jackson County

Change in COVID-19 Deaths	% Overall COVID-19 Case Fatality	Total COVID-19 Deaths
+0	1.07%	901

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 **333 new cases**. The 7-day case rate per 100k decreased from 66.66 (week: 2/12) to 60.03 (week: 2/19).

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 percent of total population in Jackson County (includes KC and Independence).

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

March 3, 2023 – March 9, 2023

- | | | |
|-------------------|-----------|---|
| 3-03-2023 Friday | | NO MEETINGS – |
| 3-06-2023 Monday | | NO MEETINGS – |
| 3-07-2023 Tuesday | | NO ANTI-CRIME, BUDGET, INTER-GOVERNMENTAL AFFAIRS, LAND USE, RULES, 911 OVERSIGHT, DIVERSITY, EQUITY, & INCLUSION, OR VETERANS COMMITTEE |
| | 2:25 P.M. | Justice & Law Enforcement Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| | 2:30 P.M. | Health & Environment Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| | 2:35 P.M. | Public Works Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| | 2:45 P.M. | Finance & Audit Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| | | The Finance and Audit Committee will have a public hearing on Ordinance #5718. |
| 3-07-2023 Tuesday | 4:00 P.M. | LEGISLATIVE MEETING -
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area |
| | | Closed Meeting per Resolution #21187 |

Posted: 3/1/2023 2:31 PM

3-08-2023 Wednesday

NO MEETINGS –

3-09-2023 Thursday 3:00 P.M.

Worker's Compensation Quarterly Meeting –
Hila "Dutch" Newman Legislative Conference Room,
415 East 12th Street, 2nd Floor, Kansas City

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

AN ORDINANCE repealing sections 8200. and 8205., Jackson County Code, 1984, relating to the Community Children's Services Fund, with an effective date.

ORDINANCE NO. 5722, March 7, 2023

INTRODUCED BY Jalen Anderson , County Legislator

WHEREAS, by Ordinance 4880, dated August 22, 2016, the Legislature did approve the submission to the qualified voters of Jackson County a question authorizing the establishment of a Community Children's Services Fund for the purpose of providing services to protect the well-being and safety of children and youth nineteen years of age or less and to strengthen families, to levy a countywide sales tax of one-eighth of one cent for a period of seven years; and,

WHEREAS, at the general election held on November 8, 2016, the qualified voters of Jackson County did approve this question; and,

WHEREAS, by Ordinance 4951, dated January 9, 2017, the Legislature approved the establishment of the Community Children's Services Fund and imposed the sales tax; and,

WHEREAS, by Ordinance 5637, dated July 18, 2022, the Legislature did approve the submission to the qualified voters of Jackson County a question authorizing an increase in the rate of this tax to one-fourth of one cent and eliminating the seven-year sunset provision; and,

WHEREAS, at the general election held on November 8, 2022, the qualified voters of Jackson County did approve this question;

WHEREAS, it is now appropriate that the County Code be amended to reflect the voter-authorized changes; now therefore

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause. Sections 8200. and 8205., Jackson County Code, 1984, are hereby repealed, and two new sections enacted, in lieu thereof, to be known as sections 8200. and 8205., to read as follows:

8200. Tax Imposed.

Pursuant to the provision of section 67.1775, RSMo, there is imposed in Jackson County a countywide sales tax at the rate of [one-eighth] one-fourth of one percent for the purpose of providing services to protect the well-being and safety of children and youth nineteen years of age or less and to strengthen families.

8205. Effective Date [and Sunset].

The tax imposed by this chapter shall be collected beginning April 1, [2017] 2023. [Collections shall cease March 31, 2024, unless the renewal of the tax is authorized by the voters of Jackson County prior to that date.]


Section B. Effective Date. This Ordinance shall be effective as of April 1, 2023.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5722 introduced on March 7, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5722.

Date

Frank White, Jr., County Executive

Request for Legislative Action

Ord. #5722
Sponsor: Jalen Anderson
Date: March 7, 2023

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5722
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	3/7/2023

Introduction
Action Items: ['Repeal']
Project/Title:
repealing sections 8200. and 8205., of the Jackson County Code, 1984, relating to the establishment of the Community Children's Services Fund, with an effective date.

Request Summary
By Ordinance 5637 dated July 18, 2022, the Legislature did approve the submission to the qualified voters of Jackson County a question authorizing an increase in the rate of this tax to one-fourth of one cent and eliminating the seven-year sunset provision; and,
The ballot question was adopted by the voters. This ordinance will amend the Children's Services Fund provisions in the County Code to reflect the new tax rate and the repeal of the sunset provision.

Contact Information			
Department:	County Counselor	Submitted Date:	2/28/2023
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

Request for Legislative Action

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

Request for Legislative Action

History

Submitted by County Counselor requestor: Katherine Henry on 2/28/2023. Comments:

Returned for more information by Department Approver Jay D. Haden on 2/28/2023 10:52:15 AM.
Comments: Add to the description: "The ballot question was adopted by the voters. This ordinance will amend the Children's Services Fund provisions in the County Code to reflect the new tax rate and the repeal of the sunset provision."

Submitted by Requestor Katherine Henry on 2/28/2023 10:58:09 AM. Comments:

Returned for more information by Department Approver Jay D. Haden on 2/28/2023 11:10:28 AM.
Comments: The language below should come after the language tat was already there.

Submitted by Requestor Katherine Henry on 2/28/2023 11:18:54 AM. Comments:

Approved by Department Approver Jay D. Haden on 2/28/2023 11:41:11 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 2/28/2023 12:47:28 PM.
Comments:

Approved by Compliance Office Approver Ikeela Alford on 2/28/2023 1:31:10 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 2/28/2023 1:55:22 PM. Comments:

Approved by Executive Office Approver Sylvania Stevenson on 2/28/2023 2:13:34 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 3/2/2023 1:43:11 PM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$8,377.00 from the undesignated fund balance of the 2023 Health Fund and authorizing the Director of Finance and Purchasing to issue a check to the Mid-America Regional Council in the amount of \$46,377.00 relating to the Local Emergency Planning Committee.

ORDINANCE NO. 5723, March 7, 2023

INTRODUCED BY Manuel Abarca IV, County Legislator

WHEREAS, by Resolution 20164, dated June 3, 2019, the Legislature did authorize an agreement with the Mid-America Regional Council (MARC) relating to the Local Emergency Planning Committee (LEPC) and the Missouri Emergency Planning Committee grant; and,

WHEREAS, the grant funds are awarded annually and support hazardous materials planning, training and other related activities for Jackson, Cass, Clay, Platte, and Ray Counties in Missouri; and,

WHEREAS, an appropriation is necessary to make these 2023 grant funds available to the LEPC; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2023 Health Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund 002-1524	45105 - MO Emerg. Response MERC	\$8,377	
002-9999	38210 - Undesignated Fund Balance		\$8,377
002-9999	38210 - Undesignated Fund Balance	\$8,377	
Household Hazardous Waste Program 002-1524	56798- Grant Match		\$8,377

and,

BE IT FURTHER ORDAINED that the Director of the Department of Finance and Purchasing be and hereby is authorized to issue a check in the amount of \$46,377.00 to MARC for the use of the LEPC.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5723 introduced on March 7, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5723.

Date

Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 002 9999 2810
ACCOUNT TITLE: Health Fund
Undesignated Fund Balance
NOT TO EXCEED: \$8,377.00

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 002 7902 56798
ACCOUNT TITLE: Health Fund
Household Hazardous Waste Program
Grant Match
NOT TO EXCEED: \$46,377.00

3/2/2023
Date


Chief Administrative Officer

Request for Legislative Action

Ord. #5723

Sponsor: Manuel Abarca IV

Date: March 7, 2023

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5723
Sponsor(s):	Manuel Abarca IV	Legislature Meeting Date:	3/7/2023

Introduction

Action Items: ['Authorize', 'Appropriate']

Project/Title:

Accepting and appropriating \$8,377 within the 2023 Health Fund and authorizing the Director of Finance and Purchasing to issue a check to the Mid-America Regional Council in the amount of \$46,376.68 related to the Local Emergency Planning Committee (LEPC).

Request Summary

Accepting and appropriating \$8,377 within the 2023 Health Fund and authorizing the Director of Finance and Purchasing to issue a check to the Mid-America Regional Council in the amount of \$46,376.68 related to the Local Emergency Planning Committee (LEPC). In the 2023 budget, \$38,000 was budgeted for revenue and the corresponding expense. Therefore, the difference needs to be appropriated in order to issue a check for the full amount of 46,376.68

These funds support hazardous materials planning, training and related activities.

Contact Information

Department:	Finance	Submitted Date:	2/17/2023
Name:	Sarah L. Matthes	Email:	SLMatthes@jacksongov.org
Title:	Grant Audit & Risk Manager	Phone:	816-881-3202

Budget Information

Amount authorized by this legislation this fiscal year:	\$8,377		
Amount previously authorized this fiscal year:	\$38,000		
Total amount authorized after this legislative action:	\$46,377		
Is it transferring fund?	No		
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
002 (Health Fund)	7902 (MARC)	56710 (Dues & Membership)	\$46,377

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5691	October 24, 2022
5412	September 28, 2020
5336	May 11, 2020
Prior Resolution	
Resolution:	Resolution date:
20164	June 3, 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	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information
<ul style="list-style-type: none"> Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab. There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered.

Request for Legislative Action

History

Submitted by Finance requestor: Sarah L. Matthes on 2/17/2023. Comments:

Approved by Department Approver Bob Cruetsinger on 2/17/2023 11:54:11 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 2/17/2023 12:39:56 PM.
Comments:

Returned for more information by Compliance Office Approver Jaime Guillen on 2/17/2023 1:39:07 PM.
Comments: MARC will need to renew their Certificate of Compliance. Email with instructions will follow.

Submitted by Requestor Sarah L. Matthes on 2/23/2023 7:58:34 AM. Comments: Fiscal Note attached. MARC is now in compliance.

Approved by Department Approver Bob Cruetsinger on 2/23/2023 8:37:16 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 2/23/2023 8:43:30 AM.
Comments:

Approved by Compliance Office Approver Ikeela Alford on 2/23/2023 9:46:37 AM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 2/23/2023 11:07:21 AM. Comments:

Approved by Executive Office Approver Sylvania Stevenson on 2/23/2023 11:27:50 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 3/2/2023 1:43:58 PM. Comments:

Fiscal Note:

Funds sufficient for this appropriation are available from the source indicated below.

Date:	February 23, 2023	ORD #	<u>5723</u>
		eRLA #	<u>801</u>
<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>From</u>	<u>To</u>
<u>002 Health Fund</u>			
1524 Non-Specific Department	45105 MO Emerg Response MERC	\$ 8,377	\$ -
9999 Non-Specific Department	38210 Undesignated Fund Balance		8,377
9999 Non-Specific Department	38210 Undesignated Fund Balance	8,377	
1524 Household Hazardous Waste Prog	56798 Grant Match		8,377
		<u>\$ 16,754</u>	<u>\$ 16,754</u>

Fiscal Note:

This expenditure was included in the Annual Budget

PC# _____

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
<u>002 Health Fund</u>		
7902 Household Hazardous Waste Prog	56798 Grant Match	\$ 46,377
		<u>\$ 46,377</u>

<p>APPROVED</p> <p><i>By Sarah Matthes at 7:57 am, Feb 23, 2023</i></p>
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Budget Office



Missouri Emergency Response Commission

2302 Militia Drive PO Box 3133
Jefferson City, Missouri 65102
573-526-9249

Jackson County Treasurer
415 E 12th Street
Kansas City, MO 64106

From: Lisa Jobe

Date: 12/1/2022

Subject: CEPF Funding Jackson County

Please be advised that your Application for Funding from the Chemical Emergency Preparedness Fund (CEPF) has been received and is being processed by the Missouri Emergency Response Commission. Check or EFT number 12062201325 in the amount of \$46376.68 for 2021-2022 year(s) that will need to be forwarded into the Local Emergency Planning Committee (LEPC) account. A copy of this letter has been sent to the treasurer receiving CEPF funds, as well as the LEPC/D you will be contacted should the Commission require additional information for final approval of your application.

Please be advised these funds are to be used only in accordance to the guidelines set forth by the Missouri Emergency Response Commission as follows:

1. Contingency planning for chemical releases
2. Exercising, evaluating and distributing plans
3. Providing training related to chemical emergency preparedness and prevention of chemical accidents
4. Identifying facilities required to report
5. Processing the information submitted by facilities and making it available to the public
6. Receiving and handling emergency notifications of chemical releases
7. Operating a Local Emergency Planning Committee/District
8. Providing public notice of chemical preparedness activities
9. Developing a chemical/hazardous material emergency plan
10. Conduct a commodity flow assessment

Please contact Sara Allen at 573-536-9112 if you have any questions regarding the above.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$65,111.00 from the undesignated fund balance of the 2023 Grant Fund in acceptance of additional grant funds awarded to the Family Court Division by the Missouri Department of Public Safety for the Jackson County Disproportionate Minority Contact Coordinator grant.

ORDINANCE NO. 5724, March 7, 2023

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, the Family Court Division has been awarded additional grant funds in the amount of \$65,111.80 for the Jackson County Disproportionate Minority Contact (DMC) Coordinator grant by the Missouri Department of Public Safety for the period of October 1, 2021, through September 30, 2023; and,

WHEREAS, the goal of this program is to provide a DMC Coordinator who will oversee the Jackson County DMC initiative to examine potential disproportionate minority disparities in the justice continuum and implement data-based prevention and system improvement strategies to reduce identified disparities in treatment of system-involved youth; and,

WHEREAS, the grant does not require local matching funds; and,

WHEREAS, an appropriation is necessary to place the additional grant funds in the proper spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be made from the undesignated fund balance of the 2022 Grant

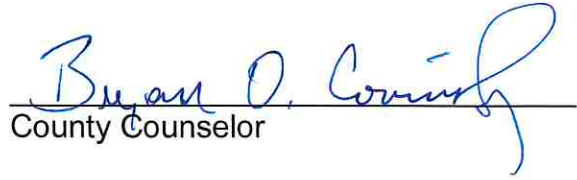
Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
010-9999	32810- Undesignated Fund Balance	\$65,111	
010-2155 Racial and Ethnic Disparity Mgr	55010- Regular Salaries		\$65,111

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5724 introduced on March 7, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

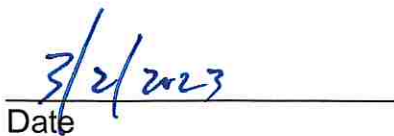
I hereby approve the attached Ordinance No. 5724.

Date

Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 010 9999 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$65,111.00


Date


Chief Administrative Officer

Request for Legislative Action

Ordinance No.: 5724
Sponsor: Megan L. Marshall
Date: March 7, 2023

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5724
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	3/7/2023

Introduction
Action Items: ['Appropriate']
Project/Title:
Racial and Equity Diversity Manager

Request Summary
<p>This is a request to extend the usage of funds previously appropriated for this project and to appropriate an additional \$65,111 from the undesignated 2023 Grant fund balance in acceptance of a one year extension with additional funds awarded to the Family Court Division by the Missouri Department of Public Safety. The project is named "Racial and Equity Disparity Manager". The goal of the program remains the same and is to fund a DMC Coordinator position who will oversee the Jackson County DMC initiative to examine potential disproportionate minority disparities in the justice continuum and implement data-based prevention and system improvement strategies to reduce identified disparities in treatment of system-involved youth. The project began October 1, 2021 and with the extension will continue through September 30, 2023. The grant project for the current grant period is \$65,111 and there is no match requirement.</p>

Contact Information			
Department:	Circuit Court	Submitted Date:	2/22/2023
Name:	Carl Bayless	Email:	carl.bayless@courts.mo.gov
Title:	Coordinator	Phone:	816-435-4775

Budget Information			
Amount authorized by this legislation this fiscal year:		\$65,111	
Amount previously authorized this fiscal year:		\$ 0	
Total amount authorized after this legislative action:		\$65,111	
Is it transferring fund?		Yes	
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$65,111

Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	2155 (Racial and Ethnic Disparity Manager)	55010 (Regular Salaries)	\$65,111

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5618	April 11, 2022
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: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information
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Request for Legislative Action

History

Submitted by Circuit Court requestor: Carl Bayless on 2/22/2023. Comments:

Approved by Department Approver Theresa Byrd on 2/22/2023 2:57:00 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 2/23/2023 9:16:57 AM.
Comments:

Approved by Compliance Office Approver Jaime Guillen on 2/23/2023 11:28:14 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 2/27/2023 11:37:46 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 2/27/2023 1:54:49 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 3/2/2023 1:44:51 PM. Comments:

Subaward Adjustments

Subaward Adjustment Details

Print to PDF | Negotiation | Edit Approval | Withdraw | Feedback

2020-Titlell-021-Racial and Ethnic Disparity (RED) Manager

Title II Formula Grant

Subaward Adjustment ID:	01	Submitted By:	
Subaward Adjustment Type:	Budget Revision	Submitted Date:	09/22/2022
Status:	Submitted		
Organization:	Jackson County Family Court		

Subaward Adjustment Approval

Level	Approved By	Approved Date	Approval	Comments
1	Michelle Parks	01/23/2023	Approved	

Justification

Justification*

Please explain the reason for the requested adjustment and include the effective date. State the need for the change and how the requested revision will further the objectives of the project.

We are requesting an extension of grant funding for the Racial and Ethnic Disparity (RED) Manager position for the 2022-2023 grant year. The budgeted amount covers the salary for the RED Program Manager, which will not change for the coming year.

The attached Racial and Ethnic Disparities Work Plan and the descriptions below outline the Court's initiatives and projects related to RED and the status of those projects. The activities for the coming year will continue and build on the accomplishments of the RED Program Manager in the current grant cycle.

Data Collection and Research

The Court's Research & Development Department recently conducted a racial equity evaluation of the Missouri Risk Assessment Instrument—our primary tool for making dispositional recommendations and decisions about whether to divert or formally file on a delinquency referral. This analysis compared assessment scores by race and examined interrater reliability as well as accuracy at predicting recidivism. It tested modifications to the assessment and reviewed current literature on racial equity in risk assessment. Research & Development staff discussed these findings with the RED Program Manager and talked about next steps, including considering changes to the assessment itself, improving training for officers on completing the assessment, and using this research to further the discussion of racial equity in assessments at the Court. In the next grant year, the RED Program Manager will work with the Research & Development Manager to bring the conversation about racial equity in assessments—as well as improvements to the actual assessment tool and current practices—to the staff who conduct the assessments and the administrators who make determinations about how the assessments are used.

Personnel Development

The Court's Training Department offers training opportunities for professional development in areas such as leadership and personal career growth for staff at all levels and in all departments. In the next year, they will continue to develop and make available training on diversity, bias, and cultural awareness as well as offer more opportunities for cross-departmental training and discussion. Multiple staff members of the Training Department are involved with the Court's DEIB (Diversity, Equity, Inclusion, and Belonging) Committee and have expressed their commitment to fostering these efforts through the Court's training opportunities.

The Human Resources Department is undergoing a review of its recruitment, hiring, and promotion practices with consideration to diversity, equity, inclusion, and belonging. In the next year, they will work to develop a strategy to assure consistency of these practices throughout the Family Court. Additionally, the DEIB Committee is in the process of establishing a multi-disciplinary, cross-functional

team to address employee concerns related to diversity and inclusion, such as acts of retaliation, macro- and micro-aggressions, and lack of accountability for those who display such behaviors. This team will work with Human Resources and Court administrators to review and revise policies and practices in ways that will reduce concerns about these issues.

Community Relations

In the past year, the Court selected a small delegation of Court staff and outside partners to participate in a committee called Shifting Power for Equitable Results (SPER). The group receives technical assistance from the Annie E. Casey Foundation and meets regularly to consult on issues of racial equity. One of their first projects is identifying ways to address racial disparities in referral rates for delinquent offenses. This has traditionally been outside the Court’s focus, but the SPER group is working to address it, in part by identifying community agencies and services that may offer diversion to prevent referrals when appropriate. The SPER committee is also working to establish a strategy to inform the community about racial and ethnic disparities and the Court’s efforts to counter them. The committee will continue meeting regularly during the next grant year.

The RED Program Manager participates in MJJA RED meetings and meetings of community groups such as COMBAT STRIVIN’, Urban Summit, and the UMKC Division of Diversity and Inclusion. Participation in these groups will continue in the next grant year.

Creating a Diverse, Equitable, and Inclusive Workplace

The Court’s Diversity, Equity, Inclusion, and Belonging (DEIB) Committee has been an active and visible presence in the Court for the past year. The Committee meets monthly with the goal of identifying ways to make the Court a more diverse, equitable, inclusive, and welcoming place to be—and to communicate with all staff about issues related to its mission. The committee promotes heritage and pride months, shares information about the Court’s diversity initiatives, discusses ways to highlight opportunities for career advancement, and produces a podcast that features conversations with Court staff about a wide variety of diversity-related issues. Episodes have included discussions on workplace trauma and grievance procedures, accessibility for individuals with disabilities, linguistic diversity and access in the Courts, and the language around supervision and hierarchies at work. Podcast staff are dedicated and excited to increase the frequency of episodes in the next year and expand the topics of conversation. The DEIB Committee also fosters workplace camaraderie and a culture of support and positivity by encouraging people to publicly and privately thank and celebrate their coworkers. Such activities will continue in the next grant year. Finally, the DEIB Committee has a proposal pending to conduct “courageous conversations” with small groups of staff—discussions that will promote open dialogue and cross-cultural awareness. Once the proposal is accepted, the committee will begin planning to facilitate these discussions.

Funding for this award is made available through Federal Award Number 15PJDP-21-GG-04729-TITL and 15PJDP-22-GG-04931-MUMU. Year 2 will cover the project period of October 1, 2022 through September 30, 2023 with funds made available through Federal Award Number 15PJDP-21-GG-04729-TITL.

Budget

Row	Current Budget	Revised Amount	Net Change
Personnel	\$65,111.80	\$130,223.60	\$65,111.80
Personnel Benefits	\$0.00	\$0.00	\$0.00
Personnel Overtime	\$0.00	\$0.00	\$0.00
Personnel Overtime Benefits	\$0.00	\$0.00	\$0.00
PRN Time	\$0.00	\$0.00	\$0.00
PRN Benefits	\$0.00	\$0.00	\$0.00
Volunteer Match	\$0.00	\$0.00	\$0.00
Travel/Training	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies/Operations	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Renovation/Construction	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals	\$65,111.80	\$130,223.60	\$65,111.80

Federal/State and Local Match Share

Row	Current Budget	Current Percent	Revised Amount	Revised Percent	Net Change
Total Federal/State Share	\$65,111.80	100.0%	\$130,223.60	100.0%	\$65,111.80
Total Local Match Share	\$0.00	0%	\$0.00	0%	\$0.00

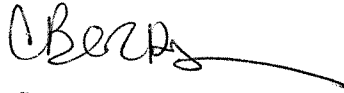
Confirmation

Your typed name as the applicant authorized official, in lieu of signature, represents your legally binding acceptance of the terms of this subaward adjustment and your statement of the veracity of the representations made in this subaward adjustment. You must include your title, full legal name, and the current date.

Authorized Official Name:* Theresa Byrd
Title:* Deputy Court Administrator
Date:* 09/22/2022

All terms and conditions of the original Subaward apply to this Subaward Adjustment Notice.

DPS Authorized Official/Designee
Signature:



Date:

1/23/23

Attachments

Description	File Name	File Size
Jackson County RED 2022-23 Work Plan	Jackson County RED 2022-23 Work Plan.docx	16 KB

**16TH CIRCUIT OF JACKSON COUNTY
 JACKSON COUNTY FAMILY COURT
 RACIAL AND ETHNIC DISPARITIES WORK PLAN
 SEPTEMBER 2022**

The following Work Plan is a working document that will be updated and maintained by the RED Manager and the RED Strategic Work Group of the Jackson County Family Court

1. Data Collection and Research

Activity	Responsible Party	Time Frame/Deadline	Status
Collection of data related to RED at each decision point of a youth's interaction with the Court	Assessment & Development Dept.	Ongoing	
Conduct deeper data dives into questions of disparities identified by RED Strategic Work Group	Assessment & Development Dept.	Ongoing (Annually)	
Review policies and make recommendations to RED when questions of possible disparities may be present.	Not yet assigned	2022-23	
Evaluate the Court's assessment tools for human centered language and hidden bias.	Assessment & Development Dept.	2022-23	

2. Personnel Development

Activity	Responsible Party	Time Frame/Deadline	Status
HR review and revise recruitment, hiring and promotion practices.	Human Resource and Training Department	2022	
Develop a strategy to assure consistency of these practices throughout the Family Court	Human Resource and Training Dept.	2022-23	
Review and make recommendations for revision of the EPPR to include goals for growth and advancement of Court employees	Not yet assigned	2022-23	

Offer ongoing opportunities for professional development in areas including leadership, diversity, bias and cultural awareness to all staffing levels	Human Resource and Training Dept.	2022-23	
Offer ongoing opportunities for professional development in cross departmental skills and knowledge	Human Resource and Training Dept.	2022-23	
Establish a multi-disciplinary, cross functional team to address concerns of actions of retaliation, macro and micro-aggression, lack of accountability	DEIB Committee	2022-23	In committee

3. Community Relations

Activity	Responsible Party	Time Frame/Deadline	Status
Convene a sub-committee of RED to address the need for FC representation in the community (law enforcement, schools and community based services)	SPER	2022-23	In process with Annie E. Casey Foundation
Establish a strategy to inform the community of RED and the Court efforts to counter RED	SPER	2022-23	
Identify community agencies/services that may offer diversion services to deter referrals when appropriate	SPER	2022-23	

4. Create a Diverse, Equitable and Inclusive Workplace

Activity	Responsible Party	Time Frame/Deadline	Status
Establish a sub-committee designed to build a work culture of diversity, equity, inclusion and belonging (DEIB)	DEIB Committee	Ongoing	Meets monthly
Design a commitment statement to be adopted by the Court of DEIB. Recommend a strategy to use the commitment statement to drive the culture of the Family Court.	DEIB Committee	2021-22	Completed
Establish and maintain a means of communication to all levels of court personnel on the activities, progress, and opportunities for involvement in RED	DEIB Committee	Ongoing	

Establish and highlight opportunities for women and staff of color to all staffing levels	DEIB Committee	Ongoing	
Conduct small groups of courageous conversations to promote open dialogue and cross cultural awareness	DEIB Committee	2022-23	Proposal pending

Grant Tracking

Grant: 2020-TitleII-021 - Racial and Ethnic Disparity (RED) Manager - 2022

Status: Underway
Program Area: Title II Formula Grant
Grantee Organization: Jackson County Family Court
Program Officer: Connie Berhorst
Budget Total: \$65,111.80

Versions

Version: Adding Year 2 to the budget. 09/27/2022
Created Date Michelle Parks
Created By

Personnel

Versions | Make Current Version | Return to Components | Add

If salary is requested for more than one individual, create a budget line for each person. If a raise is anticipated for an individual during the contract period, create multiple budget lines to reflect each increase.

Actual Gross Salary per Pay Period must be provided.

The Total Cost will automatically calculate as Salary per Pay Period x Number of Pay Periods x % Grant Funded Time.

Line Number:	Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost
1000	Teresa Smith	Racial and Ethnic Disparity Manager	Retained FT		\$2,504.30	52.0	100.0	\$130,223.60
								\$130,223.60

Personnel Justification

If personnel are NOT included in the budget, leave this section blank.

If personnel are included in the budget, provide justification for each position. If the position is new (Created), provide a description of the job responsibilities the individual will be expected to perform. If the position currently exists (Retained), provide a description of the job responsibilities, experience, and/or any certification the individual possesses.

*If a salary increase is included, address the type/reason (e.g. merit, COLA, etc.) for the increase, the percentage of increase, and the effective date of the increase. **This information is required in order for salary increases to be considered.***

If an increase and/or new line item is being requested, explain why it is being requested and how the agency has paid for this expense in the past.

Year 2 of funding: October 1, 2022 to September 30, 2023

The grant request is for a RED Manager in the 16th Judicial Circuit. The resume for the current RED Manager is included in supporting documentation. This demonstrates the individual's ability to perform the key job responsibilities, which are to:

1. Work with the Deputy Court Administrator, Family Court Directors and other staff to develop a comprehensive strategy for reducing racial inequities and managing/improving race relations between court staff and the public, between court staff and clients, and staff-to-staff.
2. Work in collaboration with the State DMC Coordinator and State Steering Committee Team.
3. Identify or develop resources for use at the community level to promote positive youth development.
4. Increase youth involvement in state and local level policy discussions and decision making.
5. Collect data and analyze to examine disparities and gaps that may lead to RED.
6. Utilize decision points data to generate solutions to identified disparities.
7. Planning and problem-solving for a specific population or youth and families in a way that is responsive to culture and context.
8. Attend RED trainings and identifying local needs for training.
9. Work with internal or external partners in developing a strategic plan for RED and monitor plan regularly.
10. Share quarterly resources and information with the State Steering Committee.
11. Develop and procure training for Family Court staff in the areas of cultural competence, implicit bias, fairness and racial equity, and race relations.

Personnel Benefits

Add

If an individual is eligible for multiple fringe benefits, create a budget line for each benefit. Repeat for each requested position.

Actual premium or rate must be provided.

Some fringe benefits may be combined into one line item, if based upon a percentage of salary (i.e. FICA/Medicare, Pension, and Workers Comp). You may combine lines **only if the category has the same rate for all employees.**

The Total Cost will automatically calculate as Salary/Premium x Percentage/# of Periods x % of Funding Requested.

Line Number:	Category	Item	Unit Cost	Percentage/# of Periods	% of Funding Requested	Total Cost
						\$0.00

Personnel Benefits Justification

If personnel benefits are **NOT** included in the budget, leave this section blank.

If personnel benefits are included in the budget, provide justification for each fringe benefit. If your agency anticipates a premium or rate change during the contract period, indicate the effective date and reason for the change.

If an increase and/or new line item is being requested, **explain why it is being requested and how the agency has paid for this expense in the past.**

Travel/Training

Add

Include any travel or training related costs for which funding is requested. A separate line item must be created for each expense and each cost must be requested as a separate line item.

Due to the uncertainty of shuttles, taxis, toll roads, and parking, a "Misc. Shuttles/Taxis/Tolls/Parking" line may be included to lump these variable expenses. However, the travel justification must thoroughly explain the "Miscellaneous" line.

The amount of mileage allowance shall not exceed \$0.37 per mile (State Rate). Agency travel policy will apply if it is more restrictive than the State Rate.

The Total Cost will automatically calculate as Unit Cost x Duration x Number.

Line Number:	Item	Category	Unit Cost	Duration	Number	Total Cost
						\$0.00

Travel/Training Justification

If travel/training expenses are **NOT** included in the budget, leave this section blank.

If travel/training is included in the budget, provide justification for each expense and why such is necessary to the success of the proposed project. If an increase and/or new line item is being requested, please **explain why it is being requested and how the agency has paid for this expense in the past.**

Equipment

Add

Equipment is defined as tangible property, having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. Equipment must be recorded and tracked in an Inventory Control Listing and tagged to reflect its source of funding, where possible. Items not meeting these guidelines should be listed in the Supplies/Operations budget category. Include any equipment costs for which funding is requested.

A separate line must be created for each equipment item. Like items can be included as one budget line, for example: 2 laptop computers may be listed as a single line item x 2.

Equipment costs should be reasonable and necessary to providing direct services to victims of crime. Any equipment requested should be prorated if used for purposes other than for providing direct services.

The Total Cost will automatically calculate as Unit Cost x Quantity x % of Funding Requested.

Line Number:	Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost
							\$0.00

Equipment Justification

None requested

Supplies/Operations

Add

Include any supplies or operation related costs for which funding is requested. Each expense must be listed as a separate line, with the exception of general office supplies. An approved list of "general office supplies" is available in the Notice of Funding Opportunity packet.

Supplies/Operations must be prorated based on the proposed budget vs. total agency budget. Membership dues, etc. cannot be requested (ineligible costs).

The Total Cost will automatically calculate as Unit Cost x Quantity x % of Funding Requested.

Line Number:	Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
						\$0.00

Supplies/Operations Justification

None requested

Contractual						Add
Line Number:	Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
						\$0.00

Total Budget

Total Project Cost: \$130,223.60

Contractual Justification

Include any contractual costs for which funding is requested.

A separate line item must be created for each expense and each cost must be requested as a separate line item.

The maximum amount that may be reimbursed for contractual expenses is \$81.25/hr or \$650 per day.

If contractual costs are NOT included in the budget, leave this section blank.

If contractual costs are included in the budget, provide justification for each expense. Address why the expense is necessary for the proposed project.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Last Edited By: Michelle Parks, 09/27/2022

Missouri Department of Public Safety

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IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a grant agreement with the City of Greenwood, Missouri, and the Mid-America Regional Council, as part of a Planning Sustainable Places project, at an actual cost to the County in the amount of \$5,000.00.

RESOLUTION NO. 21175, March 7, 2023

INTRODUCED BY Jeanie Lauer, County Legislator

WHEREAS, the County and the City of Greenwood, Missouri, have been awarded a grant by the Mid-America Regional Council (MARC) to study the best route for the contemplated Greenwood Connector that would connect the County's Rock Island Trail to the State of Missouri's KATY Trail; and,

WHEREAS, this project, under MARC's Planning Sustainable Places program, will also study downtown improvements for the City of Greenwood; and,

WHEREAS, the project budget is \$40,250.00, including \$30,250.00 in federal funds, with the remaining \$10,000.00 to be provided by equal local match contributions from the County and Greenwood; and,

WHEREAS, the grant management and consultant procurement process will be handled by MARC, while Jackson County and Greenwood will pay the local match and participate in project activities; and,

WHEREAS, the attached Agreement provides a suitable mechanism by which to implement the County's participation in the plan, at a cost to the County in the amount of \$5,000.00; now therefore,

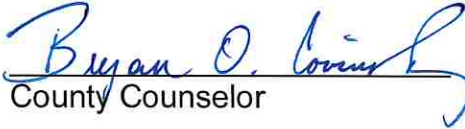
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the agreement for the County's participation in the Greenwood Connected Planning Sustainable Places Program, led by MARC; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments including final payment on the Agreement.

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. 21175 of March 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

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 003 3601 56798
ACCOUNT TITLE: Park Fund
Rock Island Rail Corridor Auth.
Grant Match
NOT TO EXCEED: \$5,000.00

3/2/2023
Date


Chief Administrative Officer

MID-AMERICA REGIONAL COUNCIL'S
PLANNING SUSTAINABLE PLACES PROGRAM

AGREEMENT

PARTIES: **Jackson County, Missouri**, hereinafter referred to as the “Sponsor”

 City of Greenwood, Missouri, hereinafter referred to as “City of Greenwood”

 Mid-America Regional Council, hereinafter referred to as “MARC”

PURPOSE: The Planning Sustainable Places (here in after known as “PSP”) program provides local governments with financial support to advance detailed planning and project development activities in support of *Connected KC 2050*'s activity centers and corridors framework. Funds received will be used to advance detailed local planning in support of Greenwood Connected as detailed in Exhibit A.

The program looks to facilitate the following objectives:

- Support the development and implementation of local activity center plans consistent with the Creating Sustainable Places principles, identified regional activity centers, and the land use policy direction outlined in *Connected KC 2050*.
- Support localized public engagement and community consensus building.
- Support the identification and conceptualization of transportation projects, land use strategies, and related sustainable development initiatives that help to realize and advance the objectives identified in the Creating Sustainable Places initiative, *Connected KC 2050*, and the MARC Board's adopted policy statement on regional land use direction.

EFFECTIVE The parties mutually agree to Articles I, II, and III in accordance with this Agreement effective the date signed by MARC's Executive Director or his/her designee until the [date] day of [month], 202[].

ARTICLE I

SPONSOR AGREES:

1. To fund their portion of the PSP program's required local match of \$5,000.00 with a one-time payment upon receipt of invoice for the local match;
2. That any change order or request for additional services must be submitted through MARC to the contracted consultant. If the resulting change order or request for additional services requires additional funding, payment shall be the responsibility of the Sponsor;
3. To provide a project manager and coordinate the consultant team;

4. To participate in the PSP program management and provide MARC all required technical assistance, data and any other necessary information needed to successfully manage and comply with federal requirements regarding the PSP project;
5. Agree to include designated MARC project liaison in study advisory committee; and
6. To provide a selection committee to review consultant vendor proposals, interview prospective consultant vendors, and make final selection of vendor.
7. To provide final approval of project deliverables.

ARTICLE II

CITY OF GREENWOOD AGREES:

1. To fund their portion of the PSP program's required local match of \$5,000.00 with a one-time payment upon receipt of invoice for the local match;
2. That any change order or request for additional services must be submitted through MARC to the contracted consultant. If the resulting change order or request for additional services requires additional funding, payment shall be the responsibility of the Sponsor;
3. To provide a project manager and coordinate the consultant team;
4. To participate in the PSP program management and provide MARC all required technical assistance, data and any other necessary information needed to successfully manage and comply with federal requirements regarding the PSP project;
5. Agree to include designated MARC project liaison in study advisory committee; and
6. To provide a selection committee to review consultant vendor proposals, interview prospective consultant vendors, and make final selection of vendor.
7. To provide final approval of project deliverables.

ARTICLE III

MARC AGREES:

1. To provide project liaison and project management;
2. To administer awarded Planning Sustainable Places federal funding of \$30,250.00, unless state or federal funding sources withdraw funding.
3. To coordinate and conduct consultant selection process to meet state and federal procurement requirements in the use of federal funds that includes but is not limited to debarment and Disadvantaged Business Enterprise (DBE) requirements;
4. To provide oversight of federal requirements that governs the use of federal funds in connection with the PSP program; and
5. To administer consultant invoicing and reimbursement process per state and federal guidelines.
6. To accept consultant deliverables only with Sponsor approval.

ARTICLE IV

ALL PARTIES MUTUALLY AGREE:

1. That this Agreement and all contracts entered into under provisions of this Agreement shall be binding upon Jackson County, Missouri, City of Greenwood, Missouri, and MARC; and

2. That no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

[Balance of page left blank]

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be signed by their authorized officers effective the date signed by MARC's Executive Director or his/her designee..

Mid-America Regional Council

David Warm
Executive Director

Date: _____

Jackson County, Missouri

[Sponsor Representative]
[Title]

Date: _____

Attest: _____

City of Greenwood, Missouri

[Sponsor Representative]
[Title]

Date: _____

Attest: _____

Exhibit A

[Include PSP Application Summary PDF]

MARC



MID-AMERICA REGIONAL COUNCIL

REQUEST FOR PROPOSALS For Consultant Services

Greenwood Connected

Planning Sustainable Places Program

**Requested by
The Mid-America Regional Council**

January 3, 2023

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REQUEST FOR PROPOSALS

A. PURPOSE AND INTRODUCTION

The Mid-America Regional Council (MARC) seeks consulting services to complete the Greenwood Connected plan for the City of Greenwood, Missouri.

The PSP Program provides local governments with financial support to advance detailed local planning and project development activities in support of *Creating Sustainable Places, Connected KC 2050's* Activity Centers and Corridors framework, and the Mid-America Regional Council's adopted policy statement on regional land use direction. This project is one of 15 across the region chosen for funding through the Planning Sustainable Places Program.

B. CREATING SUSTAINABLE PLACES INITIATIVE

In October 2010, a consortium of more than 60 regional partners, led by the Mid-America Regional Council, received a \$4.25 million planning grant from the U.S. Department of Housing and Urban Development to advance the implementation of the Regional Plan for Sustainable Development, [Creating Sustainable Places](#).

Creating Sustainable Places is not only a regional vision and plan to guide how we grow and develop, but a strategy for moving our communities from planning to action. This strategy includes the following steps:

- Organizing for Success – Building on the region's strong track record of collaboration to provide leadership, coordinate outreach and education activities, broaden public understanding of and involvement in sustainability issues, and strengthen stakeholder capacity to address them.
- Enhancing Decision Making – Developing new tools, policies and practices necessary to make sound investments and accelerate sustainable development.
- Demonstrating New Models – Applying these new tools to key corridors and activity centers through demonstration projects that can help transform the ways neighborhoods and communities grow and develop.

The 2013 Planning Sustainable Places Program (PSP) combined funds dedicated to the demonstration projects component of Creating Sustainable Places and the Livable Communities Surface Transportation/Bridge Program awards to provide local governments with financial support to advance detailed local planning and project development activities. The program received 37 applications and funded 18 projects.

The 2015, 2017, 2019 and 2021 Planning Sustainable Places Programs (PSP) were funded solely through the Livable Communities Surface Transportation Program and thus funding was only available to jurisdictions and other government entities within the eight county MARC metropolitan planning organization boundary. In 2015, the program received 27 applications and funded 13 projects. In 2017, the program received 36 applications and funded 25 projects. In 2019, the program received 24 applications and funded 12 projects. In 2021, the program received 30 applications and funded 14 projects.

The Creating Sustainable Places Initiative and the region's long-range plan, *Connected KC 2050 (CKC 2050)* outline a need to focus efforts on promoting concepts consistent with

sustainable communities and place a focus on advancing site specific and project specific activities in support of these objectives. Projects awarded funding will be consistent with those goals.

The 2023 Planning Sustainable Places program will continue to serve as a single local government assistance program intended to specifically respond to these goals and facilitate the following objectives:

Program Objectives:

- Support the development and implementation of local activity center plans consistent with Creating Sustainable Places principles, identified regional activity centers, and the land use policy direction outlined in *Connected KC 2050*.
- Support localized public engagement and community consensus building.
- Support the identification and conceptualization of land use strategies, transportation projects, and related sustainable development initiatives that help to realize and advance the objectives identified in the Creating Sustainable Places initiative, *Connected KC 2050*, and the MARC Board’s adopted policy statement on regional land use direction.
- Support the conceptualization, development, and implementation of Creating Sustainable Places projects.

Additional information about the [Planning Sustainable Places](#) program and the [Creating Sustainable Places](#) initiative can be found on the MARC website, www.marc.org.

The focus of this request for proposals (RFP) is to create a Sustainable Places Plan that addresses the following key priorities for the City of Greenwood, Missouri:

- **Determine Best Path of Trail for Greenwood Connector**
- **Downtown / Main Street Study**
 - **Allendale Lake Rd to 150 Bridge over Big Creek**
 - **Walkability / Pedestrian Improvements Focus**
- **Opportunity Analysis, Needs Assessment**

C. PROJECT BACKGROUND

There are two primary goals of the Greenwood Connected project. The first goal is to plan for and engage the community on the alignment of the Rock Island Trail through the City of Greenwood. The second goal is to plan a range of improvements for downtown Greenwood, including better walkability, economic vitality, placemaking, stormwater improvements, safety improvements, and more as determined by the study. The southern expansion of the Rock Island Trail creates an opportunity to dovetail these goals into one planning exercise and possibly one construction project. The City of Greenwood desires to create more connectivity between neighborhoods and Downtown Greenwood, including the Elementary School. In addition, missing sidewalks, lack of traffic control, limited parking, and lack of curb and gutter contribute to a less than ideal visitor experience. Improving Downtown Greenwood will create an opportunity for economic development in preparation for the expansion of the Rock Island Trail

into Greenwood. This project will be a direct partnership between Greenwood and Jackson County.

D. SCOPE OF SERVICES

Project Overview

This project is a partnership between the City of Greenwood and Jackson County. The Greenwood Connected Plan has two primary goals. First, the community should be engaged to determine the alignment of the Rock Island Trail through the City of Greenwood. Second, this engagement effort should also assist in planning a range of improvements to downtown Greenwood.

Context and Plan Review

The consultant should review relevant plans and studies to prepare the Greenwood connected plan, including the City of Greenwood Comprehensive Plan, Greenwood Stormwater Study, Rock Island Trail Creating Sustainable Places Study, Main Street Traffic Study, Osawatomie's Oz Commons Plan, Louisburg Master Trail Plan, Great American Rail-Trail Economic Impact Study, and the GAP Economic Study.

Deliverables: existing plan review

Public Engagement and Stakeholder Coordination

A robust and equitable public engagement process is required to meet the needs of Greenwood and the requirements of the Planning Sustainable Places program. Vital stakeholders for this project include Greenwood residents, local businesses, houses of worship, Greenwood Elementary School, the Planning Commission, and the Parks and Recreation Board.

The public should be engaged to determine the route alignment for the Rock Island Trail and potential downtown improvements. This work should include at least one public forum for residents to review potential recommendations. The consultant and project staff will work together to determine the best public engagement and stakeholder strategy for the project.

Deliverables: stakeholder engagement plan, public engagement plan, meeting schedule, meeting materials, presentation of final plan to Greenwood Board of Alderman.

Infrastructure Planning

The Greenwood Connected Plan will identify possible alignment routes for the Rock Island Trail. Additionally, it will provide prioritized recommendations for downtown Greenwood that would increase walkability and economic vitality including sidewalk improvements, roadway safety improvements, and parking optimization. These recommendations should be driven by resident input but grounded in best planning and engineering practices. Additionally, the infrastructure recommendations should be coordinated with the ARPA funded stormwater study to maximize the improvements achieved by both plans.

Deliverables: conceptual designs for Rock Island Trail alignment and downtown improvements

Greenwood Connected

Greenwood Connected will plan improvements to downtown Greenwood and alignment of the Rock Island Trail to improve walkability, economic vitality, and tourism in Greenwood. This plan will be presented to and adopted by the Greenwood Board of Alderman.

Deliverables: final Greenwood Connected Plan

E. STUDY SCHEDULE

Milestone	Date
RFP Released	January 3, 2023
Pre-Bid Workshop	January 11, 2023, 10 am CST
Questions Due	January 18, 2023, noon CST
Q&A Posted	January 20, 2023, EOB
Proposals Due	January 27, 2023, 3 pm CST
Review of Proposals	January 30 – February 8, 2023
Interviews	Week of February 27, 2023
Negotiate Scope	March 6 – 10, 2023
MARC Board Authorization	March 27, 2023
Execute Contract	March 28 – April 7, 2023
Notice to Proceed	Within two weeks after receipt of signed contract
Kickoff / Visioning / Scoping Meeting	May 1-12
Field Visit	Late May
Public Meeting #1	Early June
Public Meeting #2 (if possible, with budget)	Late June
Final Recommendations	July

F. PROPOSAL SUBMITTAL REQUIREMENTS

To be eligible for consideration, **one electronic** copy of the response to the RFP must be received by the Mid-America Regional Council no later than 3:00 pm CDT, on **January 27, 2023**. Late submittals will not be considered and will be returned to submitter unopened. The font should not be smaller than 12 point. Covers, cover letter (single page max) and table of contents are not included in the 6-page limit. Further details regarding page counts follow:

Item	Page Requirements
1. Proposed Project Approach	Six single letter sized pages total for items 1 and 2. Two to three pages of the six must detail the public engagement process.
2. Proposed Public Engagement Strategies	
3. Qualifications	Item 3 not included in the page count for items 1 and 2. Three single sided pages or their equivalent max for narrative of qualifications. Three additional single pages total for resumes. Listing of relevant work within last 5 years not to exceed three pages.
4. Disadvantaged Business Enterprise (DBE) Goal	Not included in proposal page count.
5. Affirmative Action Checklist	Not included in proposal page count.
6. Certificate Regarding Debarment	Not included in proposal page count.

If mailing a flash drive or CD/DVD, the envelope should be addressed to:

Mid-America Regional Council
Attn: Beth Dawson
600 Broadway, Suite 200
Kansas City, MO 64105
Fax: 816-421-7758

If emailing your submission, please email to Beth Dawson at bdawson@marc.org. If you email the file it is your responsibility to ensure that the proposal has been received and not blocked by a spam filter or rejected due to file size. To confirm receipt of the file, contact Beth Dawson at bdawson@marc.org or 816.701.8325 prior to 3:00 pm CST, on **Friday, January 27, 2023**.

Questions should be directed to Beth Dawson at bdawson@marc.org and 816-701-8325. DO NOT CONTACT THE CITY OF GREENWOOD, MISSOURI REGARDING THIS REQUEST FOR QUALIFICATIONS, YOU WILL BE DIRECTED TO BETH DAWSON.

All questions must be received by noon CST on January 18, 2023. All questions will be posted to a Question and Answer page on the MARC website by close of business on January 20, 2023. A link to that page will be posted on the RFP page, <https://www.marc.org/about-marc/funding-and-rfps>.

The following items must be addressed in all proposals:

1. **PROPOSED PROJECT APPROACH:** Responses should include a proposed approach to the project that includes the proposer's understanding of the project's objectives and local context, tentative schedule for project completion, a description of your approach to each of the tasks listed in Section D, description of all project deliverables and tentative public engagement process. Please provide your staff capacity for meeting the project requirements. Identify the key team members who are likely to be assigned to this contract if your proposal is selected along with a description of their roles and responsibilities. State approximate date your business/firm is available to begin work on the Project. Provide a list of subcontractors to be included on the consultant team, along with a brief description of their qualifications and services they are likely to perform.
2. **PROPOSED PUBLIC ENGAGEMENT STRATEGIES:** Responses should include a proposed approach to public outreach and engagement including process, meetings, tools and techniques to be utilized for engaging the community and key stakeholders in this project.
3. **QUALIFICATIONS:** Proposals should indicate general and specific qualifications of the proposer in disciplines appropriate to this project and specifically convey the role of the proposer in each case cited. An emphasis and priority in evaluation will be placed on firms with qualifications and experience that have resulted in successful implementation of comparable projects. A brief narrative (three pages maximum) may also be included regarding the firm's capabilities to carry out this project, including special assets, areas of expertise, analytical tools, data sources, etc. to which the firm may have access.

Proposals shall also include:

- a. A listing and summary of similar projects undertaken within the last five (5) years, by proposing firm and/or its subcontractors, showing contract amounts, description of work performed, client contact persons, phone numbers, and e-mail addresses (3 single pages maximum);

- b. Resumes of key professional staff who will be assigned to this project (3 single pages maximum);
 - c. Description of the existing and anticipated workload of individuals assigned to this project during the period of this study. Any reassignment of designated key staff shall not occur without mutual consultation and the consent of the Mid-America Regional Council and the City of Greenwood, Missouri.
 - d. References. (3 – 4 including contact name, phone number and email address)
4. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL:** Studies funded in part by USDOT are required to follow 49 CFR part 26 Disadvantage Business Enterprise Program (DBE). The proposed study has a minimum DBE goal of 22%. Please state what percentage of the project will be completed by DBE.
 5. **AFFIRMATIVE ACTION CHECKLIST:** If applicable, proposers must complete and enclose with their proposal company’s Affirmative Action Plan (see Attachment B Affirmative Action Checklist). Required for all contractors, primary or sub, who have 50 or more employees. If you have 49 or less employees, then please note this requirement doesn’t apply to your firm.
 6. **CERTIFICATION REGARDING DEBARMENT:** Each proposer is required to certify by signing the “Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion” (Attachment C). “Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion” is a certification that the proposer is not on the U.S. Comptroller General’s Consolidated Lists of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions. Required of primary only.
 7. **CERTIFICATION REGARDING LOBBYING:** See Attachment D. Required for primary only.

G. SELECTION PROCEDURE

The review committee shall adhere, as closely as possible, to the following review schedule. The sponsor reserves the sole right to change this review schedule to meet the needs of the review committee.

Milestone	Date
RFP Released	January 3, 2023
Pre-Bid Workshop	January 11, 2023, 10 am CST
Questions Due	January 18, 2023, noon CST
Q&A Posted	January 20, 2023, EOB
Proposals Due	January 27, 2023, 3 pm CST
Review of Proposals	January 30 – February 8, 2023
Interviews	Week of February 27, 2023
Negotiate Scope	March 6 – 10, 2023
MARC Board Authorization	March 27, 2023
Execute Contract	March 28 – April 7, 2023
Notice to Proceed	Within two weeks after receipt of signed contract

Review will be conducted by a committee made up of representatives from Mid-America Regional Council and representatives selected by the City of Greenwood, Missouri. Interviews will take place with short-listed firms.

H. PROPOSAL EVALUATION CRITERIA

The proposals submitted by each Contractor, Firm, or Contractor Team, will be evaluated by the selection committee according to the following criteria:

- Experience on similar projects [30%];
- Approach to community engagement [30%];
- Project understanding [15%];
- Project approach and solutions to critical issues [15%];
- Experience and availability of key personnel [10%];

I. PRE-PROPOSAL MEETING AND QUESTION SUBMITTAL

MARC will host a hybrid pre-proposal meeting for all interested consultant teams to ask questions and gain clarity around any elements or requirements of this RFP.

When: Wednesday, January 11, 2023, at 10 am
Where: Mid America Regional Council, Board Room
600 Broadway, Ste. 200
Kansas City, Mo. 64105

[insert link for webinar registration]

All questions/requests for clarifications must be submitted in writing to MARC by **January 18 2023 at noon CST.**

Please submit questions in writing to **Beth Dawson** at bdawson@marc.org.

MARC will post all questions, answers and clarifications to <https://www.marc.org/about-marc/funding-and-rfps>.

J. CONTRACT AWARD

From the firms expressing interest, a committee will review the submittals and rank the firms. Short listed firms will be notified to schedule an interview.

The remaining firms will be notified by letter after the agreement is approved by the Board.

Awarding of the final contract is subject to the acceptance of the grant by the MARC Board and a signed funding agreement between the City of Greenwood, Missouri and MARC.

K. PROJECT BUDGET

The award of this contract will be based on a **qualifications-based selection process** that may include in-person interviews followed by the successful negotiation of costs and fees. The selected firm should be prepared to provide cost and fee information within two days of their notification of selection for negotiation. If the City cannot come to an agreement with the first

choice firm on costs and fees, then the City may choose to terminate those negotiations and begin negotiations with the second firm on the scoring list or terminate all negotiations and issue another RFP for these services at a later date. The budget maximum is \$40,250.

L. PERIOD OF PERFORMANCE: End date of August 15, 2023.

Both the project budget and the period of performance are subject to change based on the availability of funds or other unforeseen events or activities.

ATTACHMENT A
SUMMARY OF ATTACHMENTS

1. Complete the AFFIRMATIVE ACTION CHECKLIST Attachment B.

2. Complete the CERTIFICATION REGARDING LOBBYING Attachment C.

3. Complete the CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION Attachment D.

ATTACHMENT B

AFFIRMATIVE ACTION CHECKLIST

Federal regulations require that any firm of 50 or more employees soliciting an assisted federally funded contract must have an affirmative action program. If applicable, please provide a brief response to the following items that would typically be covered in any such program. You may provide a copy of your program and reference appropriate pages.

1. Date plan was adopted
2. Name of Affirmative Action Officer
3. Statement of commitment to affirmative action by the chief executive officer
4. Designation of an affirmative action officer, of assignment of specific responsibilities and to whom the officer reports.
5. Outreach recruitment
6. Job analysis and restructuring to meet affirmative action goals
7. Validation and revision of examinations, educational requirements, and any other screening requirements.
8. Upgrading and training programs
9. Internal complaint procedure
10. Initiating and insuring supervisory compliance with affirmative action program
11. Survey and analysis of entire staff by department and job classification and progress report system
12. Recruitment and promotion plans (including goals and time tables)

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This Certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The Regulations are published as Part II of the June 1985, Federal Register (pages 33, 036-33, 043)

Read instructions for Certification below prior to completing this certification.

1. The prospective proposer certifies, by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
2. Where the prospective proposer is unable to certify to any of the statements in this certification, such prospective proposer shall attach an explanation to this proposal.

Date Signed – Authorized Representative

Title of Authorized Representative

Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

1. By signing and submitting this agreement, the proposer is providing the certification as set below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT D

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersign, to any person influencing or attempting to influence an officer or employee of a federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

. If any funds other than Federal appropriated funds have been paid or will be paid to any person for attempting to influence an officer or employee of any federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal or Federally assisted contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

. The undersigned shall require that the language of this certification be included in the award documents of all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 32, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Name of Entity)

(Name and Title of Authorized Official)

(Signature of above Official)

(Date)

Workflow Status **AN ERROR OCCURRED IN THE GENERATION OF THIS eRLA.**

Status

Approved

RLA ID#: 763

Introduction

Action items *

Authorize Appropriate Award Amend Courtesy Transfer Repeal

Preparing a Request for Legislative Action (RLA)

The RLA should clearly communicate the department's request to the organization, administration, elected officials and the public.

- What legislative action is being requested?
- What does this authorize the County to do?
- What is the benefit to the County? What is the benefit to the public?
- What is the funding source(s)? Does it require a transfer?
- Does this involve a contract? If so, has it been reviewed by the County Counselors Office?
- Is this a request to purchase goods or services? If so, have you completed the purchasing process with the Purchasing Office?
The following documents may be required to be attached to this request:
 - Recommendation Memo from the Department
 - Pricing
 - Pertinent pages of the Invitation to Bid or Request for Proposals
 - Pertinent pages of other government contract
 - Pertinent pages of a contract or agreement

All applicable questions must be answered prior to submitting this form.

Request

Project/Title *

Authorize the County Executive to enter into a Planning Sustainable Places Grant Agreement with Mid America Regional Council and Greenwood Missouri for the purposes of planning a future trail connection and downtown area improvements for Greenwood.

Request summary: *

We are requesting the Legislature authorize the County Executive to enter into a Planning Sustainable Places Grant Agreement with Mid America Regional Council (MARC) and Greenwood Missouri. Jackson County and Greenwood were awarded a Planning Sustainable Places Planning Grant from MARC to study the best route of trail for the Greenwood Connector, a contemplated trail from Jackson County's Rock Island Trail to the Katy Trail system in Pleasant Hill, and to study downtown area improvements for the City of Greenwood. The project budget is \$40,250, including \$30,250 of federal funds with a \$10,000 local match being split between Jackson County and Greenwood. The grant management and consultant procurement process will be handled by MARC, while Jackson County and Greenwood will pay the local match and participate in planning and other project activities. Public engagement will be central to the project and will strongly inform the final project recommendations.

Contact Information

Department: *

Parks + Rec

Submitted Date:

Dec 20, 2022

Name: *

Email: *

Matt Davis

mdavis@jacksongov.org

Title:

Rock Island Program Manager

Phone: *

816-403-4849

Attachments

[2023 PSP RFP_Greenwood.docx](#)
[DRAFT_2023_Greenwood_Connected Agreement.docx](#)
[eRLA 763 Fiscal Note.pdf](#)
[Greenwood Connector Map 2022.pdf](#)

Budget Information

Enter whole dollar amounts only.

Amount authorized by this legislation this fiscal year:

\$

5,000

Amount previously authorized this fiscal year:

\$

Total amount authorized after this legislative action:

\$

5,000

Is it transferring fund?

No

▼ Single Source Funding:

Fund:

003 (Park Fund)

Department: *

3601 (Rock Island Rail Corridor Auth.)

Line Item Account: *

56798 (Grant Match)

Amount: *

\$

5,000

Prior Legislation

▼ Prior Ordinances

Ordinance:

5609

Ordinance date:

Mar 23, 2022

▼ Prior Resolution

Resolution:

19783

Resolution date:

Mar 19, 2018

Resolution:

21017

Resolution date:

Jun 21, 2021

Completed by Purchasing Department:

Does this RLA include the purchase or lease of supplies, materials, equipment or services?

Yes

No

Completed by Compliance Review Office:

Certificate of Compliance

Not Applicable

No

The certificate verifies that the vendor has met all County requirements for the following:

- All Jackson County MO taxes are paid to date
- All Jackson County MO Affirmative Action requirements have been met

Minority, Women and Veteran Owned Business Program

Goals Reviewed

Goals have been set

Goals are waived - Insufficient MBE or WBE firms available

Not Applicable

Contract is with another government agency

Contract is for real property

Emergency contract

For purposes of borrowing money/bonds/other notes

Less than \$50000

Sole Source

Other

Prevailing Wage

Approval of a Term and Supply contract which may include construction project(s) over \$75000

Not Applicable

Fiscal Information - Completed by Finance and/or Budget Office

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered.

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.

This legislative action does not impact the County financially and does not require Finance/Budget approval.

Funds sufficient for this expenditure will be/were appropriated by

Ordinance #

Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

Completed by County Counselor's Office:

Action Requested:

Ordinance Resolution Professional Services Contract Executive Orders

Res/Ord No.:

Sponsor(s):

Legislature meeting date:

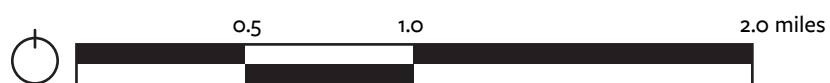
Process confidentially?

No

History

Comments

Submitted by Parks + Rec requestor: Matt Davis on 12/20/2022. Comments: Approved by Department Approver Michele Newman on 12/29/2022 9:54:03 AM. Comments: Not applicable by Purchasing Office Approver Barbara J. Casamento on 12/29/2022 10:28:55 AM. Comments: Approved by Compliance Office Approver Jaime Guillen on 12/29/2022 10:57:48 AM. Comments: Approved by Budget Office Approver Sarah L. Matthes on 2/15/2023 11:52:25 AM. Comments: Fiscal Note Attached Approved by Executive Office Approver Sylvia Stevenson on 2/16/2023 1:20:08 PM. Comments: Returned for more information by Counselor's Office Approver Katherine Henry on 2/20/2023 3:57:51 PM. Comments: Appropriation not needed. Submitted by Requestor Matt Davis on 2/21/2023 9:14:32 AM. Comments: Removed Appropriate from the title and body as the funds were included in the 2023 Budget. Thank you. Approved by Department Approver Susan I. Kinnaman on 2/21/2023 11:20:11 AM. Comments: Not applicable by Purchasing Office Approver Barbara J. Casamento on 2/21/2023 12:08:07 PM. Comments: Approved by Compliance Office Approver Jaime Guillen on 2/21/2023 12:32:49 PM. Comments: Approved by Budget Office Approver Sarah L. Matthes on 2/21/2023 1:01:59 PM. Comments: Approved by Executive Office Approver Sylvia Stevenson on 2/23/2023 10:39:52 AM. Comments: Approved by Counselor's Office Approver Jamesia Manning on 3/2/2023 1:31:24 PM. Comments:



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION declaring certain County-owned vehicles property as surplus and authorizing their disposal pursuant to chapter 11 of the Jackson County Code.

RESOLUTION NO. 21176, March 7, 2023

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, by Resolution 20770, dated September 27, 2021, the Legislature did authorize the leasing of fleet vehicles for use countywide from Enterprise Fleet Management of Merriam, KS; and,

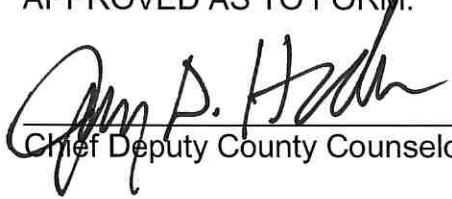
WHEREAS, section 1131.2 of the County Code authorizes the Director of Finance and Purchasing to contract with the lessor of fleet vehicles for the sale of surplus County-owned vehicles; and,

WHEREAS, the Director of Finance and Purchasing recommends that property by listed on the attached declaration and transfer form be declared surplus and unusable and disposed of via sale by Enterprise or transferred to other departments pursuant to chapter 11 of the Jackson County Code, and specifically section 1131.2; now therefore,

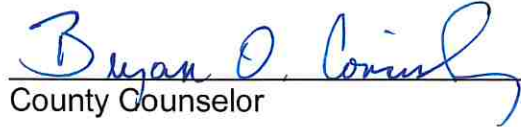
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the property within the various County departments further described and itemized in the attached declaration forms be and hereby is declared surplus, and that the Director of Finance and Purchasing be and hereby is authorized to transfer the various items to other departments or to Enterprise Fleet Management for sale, as provided in section 1131.2 of the Jackson County Code, 1984.

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. 21176 of March 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



SURPLUS/TRANSFER DECLARATION FORM

JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

SURPLUS

TRANSFER

Date of Surplus:		Date Transfer Received: 2/20/23
Department Name:	Department Code:	Department Transferring Asset: Public Works
Point of Contact:	Phone Number:	Department Receiving Asset: Parks + Rec
Please Check: Select only one <input type="checkbox"/> Surplus <input checked="" type="checkbox"/> Transfer		Receiving Department Contact: Monica Lichti
		Receiving Department Phone Number: 816.503.4844

Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
		Vehicle	O	2017	Ford Escape	1FMCU9GD2HUC04068			
		Vehicle	O	2018	Ford Explorer	1FMCU9GD1JUB16358			
		Vehicle	O	2017	Ford Escape	1FMCU9GD8HUC54537			
		Vehicle	O	2014	Chevrolet Impala	2G1WB5E30E1144866			
		Vehicle	O	2017	Ford Escape	1FMCU0F74HUC97974			
		Vehicle	O	2018	Ford Explorer	1FMCU9GD3JUB16359			

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.
 ** Refer to Asset Subclass Listing.

1. User Department send to Finance Department
2. Purchasing Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM
JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

SURPLUS

TRANSFER

Date of Surplus:		Date Transfer Received: 2/20/23
Department Name:	Department Code:	Department Transferring Asset: Environmental Health
Point of Contact:	Phone Number:	Department Receiving Asset: Parks + Rec
Please Check: Select only one <input type="checkbox"/> Surplus <input checked="" type="checkbox"/> Transfer		Receiving Department Contact: Monica Lichti
		Receiving Department Phone Number: 816.503.4844

Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
		Vehicle	O	2012	Chevrolet Equinox	2GNALBEK5C6377654			
		Vehicle	O	2014	Chevrolet Equinox	2GNALAEK6E1134378			

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.
 ** Refer to Asset Subclass Listing.

- 1. User Department send to Finance Department
- 2. Purchasing Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM
JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

SURPLUS

TRANSFER

Date of Surplus:		Date Transfer Received:	
Department Name: Public Works		Department Transferring Asset:	
Department Code:		Department Receiving Asset:	
Point of Contact: Matt Willier		Receiving Department Contact:	
Phone Number:		Receiving Department Phone Number:	
<i>Please Check:</i> Select only one <input checked="" type="checkbox"/> Surplus <input type="checkbox"/> Transfer			

Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
		Vehicle	S/T	2012	Ford Explorer	1FM5K8B86DGA46829			
		Vehicle	S/T	2005	Ford F150	1FTRX14WX5FB13050			

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.
 ** Refer to Asset Subclass Listing.

1. User Department send to Finance Department
2. Purchasing Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM
JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

SURPLUS

TRANSFER

Date of Surplus:		Date Transfer Received:	
Department Name: Sheriff	Department Code:	Department Transferring Asset:	
Point of Contact: Craig Braden	Phone Number:	Department Receiving Asset:	
Please Check: Select only one <input checked="" type="checkbox"/> Surplus <input type="checkbox"/> Transfer		Receiving Department Contact:	
		Receiving Department Phone Number:	

Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
		Vehicle - totaled by insurance	O	2014	Dodge Charger	2C3CDXKT9EH371537			

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.
 ** Refer to Asset Subclass Listing.

1. User Department send to Finance Department
2. Purchasing Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM

JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

SURPLUS

TRANSFER

Date of Surplus:		Date Transfer Received:	
Department Name: Parks + Rec	Department Code:	Department Transferring Asset:	
Point of Contact: Monica Lichti	Phone Number: 816.503.4844	Department Receiving Asset:	
Please Check: Select only one <input checked="" type="checkbox"/> Surplus <input type="checkbox"/> Transfer		Receiving Department Contact:	
		Receiving Department Phone Number:	

Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
		Vehicle	S/T	2006	Ford Explorer XLS	1FMEU72E56UB73800		9/14/2006	\$21,070
		Vehicle	S/T	2007	Ford Explorer	1FM2U73E27UB67843		6/25/2007	\$22,459
		Vehicle	S/T	2013	Ford Explorer	1FM5K8AR7DGC40490		4/26/2013	\$26,026
		Vehicle	S/T	2013	Ford Explorer	1FM5K8AR9DGC40491		4/1/2013	\$26,026
		Vehicle	S/T	2013	Ford Explorer	1FM5K8AR0DGC40489		4/26/2013	\$26,026
		Vehicle	S/T	2005	Ford Explorer	1FMZU72K45ZA75866		6/28/2005	\$21,630
		Vehicle	S/T	2007	Ford Crown Victoria	2FAHP71W97X146652		4/23/2021	
		Vehicle	S/T	2003	Ford Crown Victoria	2FAFP71W73X222127		11/19/2010	
		Vehicle	S/T	1997	Jeep Cherokee	1J4FJ675XVL602888		7/24/1997	
		Vehicle	S/T	2013	Ford Escape	1FMCU9HX7DUB09587			
		Vehicle	S/T	1998	Plymouth Voyager	2P4GP243XWR797443		6/22/1998	
		Vehicle	S/T	1999	Plymouth Voyager	2P4GP2435XR336300		3/18/1999	
		Vehicle	S/T	1997	Ford F150	1FTDF18W7VKD38781		6/6/1997	
		Vehicle	S/T	2006	Ford F150	1FTRX14W56KD82207		6/5/2006	
		Vehicle	S/T	2006	Ford Crown Victoria	2FAHP71W06X103820			
		Vehicle	S/T	1995	Ford F150	1FTEF15N5SNB22082		4/27/1995	

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.

** Refer to Asset Subclass Listing.

1. User Department send to Finance Department
2. Purchasing Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM
JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

SURPLUS

TRANSFER

Date of Surplus:		Date Transfer Received:	
Department Name: Parks + Rec		Department Transferring Asset:	
Department Code:		Department Receiving Asset:	
Point of Contact: Monica Lichti		Receiving Department Contact:	
Phone Number: 816.503.4844		Receiving Department Phone Number:	
Please Check: Select only one <input checked="" type="checkbox"/> Surplus <input type="checkbox"/> Transfer			

Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
		Vehicle	S/T	2008	Ford Crown Victoria	2FAHP71V38X142542		10/9/2012	
		Vehicle	S/T	2000	Ford Windstar	2FMZA5043YBB73019		3/16/2000	\$19,662
		Vehicle	S/T	2000	Ford E350	1FBNE31L4YHB71949		6/9/2000	\$20,590

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.
 ** Refer to Asset Subclass Listing.

1. User Department send to Finance Department
2. Purchasing Department send to Finance Department

Request for Legislative Action

Res. #21176
Sponsor: Megan L. Marshall
Date: March 7, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21176
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	3/7/2023

Introduction
Action Items: ['Authorize']
Project/Title:
Declaring certain county-owned vehicles as surplus and authorizing their disposal pursuant to Chapter 11 of the Jackson County Code. Also transferring certain county-owned vehicles between departments.

Request Summary
Requesting certain County-owned vehicles be declared surplus, and the disposal of that property by Enterprise Fleet Management be authorized. The Director of Finance and Purchasing recommends the unusable personal property attached be declared surplus and unusable and disposed of pursuant to Chapter 11, Section 1131.2 of the Jackson County Code. Also requesting the transfer of certain county-owned vehicles between departments. Due to supply chain issues, several vehicles are being transferred within internal departments. Enterprise has not been able to obtain all the requested vehicles, therefore, vehicles that are not being used by certain departments are being transferred to those departments still awaiting new vehicles.

Contact Information			
Department:	Finance	Submitted Date:	2/20/2023
Name:	Sarah L. Matthes	Email:	SLMatthes@jacksongov.org
Title:	Grant Audit & Risk Manager	Phone:	816-881-3202

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:
21119	December 5, 2022
20770	September 27, 2021

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 Finance requestor: Sarah L. Matthes on 2/20/2023. Comments:

Approved by Department Approver Bob Cruetsinger on 2/20/2023 3:32:53 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 2/22/2023 8:55:14 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 2/22/2023 9:03:28 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 2/23/2023 8:25:27 AM. Comments:

Approved by Executive Office Approver Sylvania Stevenson on 2/23/2023 10:21:21 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 3/2/2023 1:32:29 PM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Parks + Rec to execute a Memorandum of Understanding with the Cave Spring Association for the daily management, operation, maintenance, programming, and improvement of the William M. Klein Park, also known as the Cave Spring Park and Historic Site, at an actual cost to the County in the amount of \$30,000.00.

RESOLUTION NO. 21177, March 7, 2023

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Director of Parks + Rec recommends the execution of the attached Memorandum of Understanding (MOU) with the Cave Spring Association to provide for the daily management, operation, maintenance, programming, and improvement of the William M. Klein Park, also known as the Cave Spring Park and Historic Site; and,

WHEREAS, the Cave Spring Association is a non-profit organization that has managed the Cave Spring Park and Historic Site since 1981 through a series of agreements with the County; and,

WHEREAS, the attached MOU further outlines and clarifies the responsibilities of the Association and the County; and,

WHEREAS, this MOU creates no employment relationship between Cave Spring Association and the County; and,

WHEREAS, the execution of the attached MOU is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Parks + Rec be and hereby is authorized to execute, on the behalf of the County, the attached MOU with the Cave Spring Association; and,

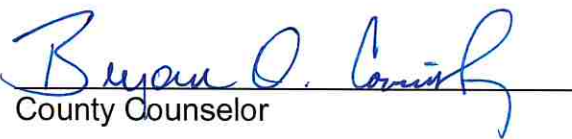
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments including final payment on the MOU.

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. 21177 of March 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

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 003 1601 56789
ACCOUNT TITLE: Park Fund
Director of Parks
Outside Agency Funding
NOT TO EXCEED: \$30,000.00

3/2/2023

Date



Chief Administrative Officer

Memorandum of Understanding
for the
Maintenance, Operation, and Improvement
of the
William M. Klein Park, also known as Cave Spring Park and Historic Site,
Between the Cave Spring Association and Jackson County Parks + Rec

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 2023, by and between JACKSON COUNTY, MISSOURI, (County), through its Parks + Rec Department, and the Cave Spring Association (Association), a Missouri not-for-profit corporation.

WHEREAS, the County owns approximately 37.46 acres of property, including the Interpretive Center and Pavilion, and the Association owns approximately .66 acres of property, which are collectively known as William M. Klein Park, also known as Cave Spring Park and Historic Site (Property); further described in **Attachment A**, attached hereto and incorporated herein by reference; and

WHEREAS, the County and the Cave Spring Association previously entered into a Cooperative Agreement on September 21, 1981; and,

WHEREAS, Association has assisted in the development of the Property as a park, including construction of the indoor Interpretive Center which contains historical and natural resource information and exhibits; and,

WHEREAS, the County and Association recognize the recreational, natural resource, educational and historical value of the Property, and wish to manage all lands that make up the Property exclusively to preserve and promote these attributes; and,

WHEREAS, the County and the Association wish to outline responsibilities through this new Memorandum for mutual public benefit for the maintenance, operation and improvement of the Property; and,

WHEREAS, the Director of Jackson County Parks + Rec is authorized and empowered by the County to execute Memorandums of Understanding (Agreement) on behalf of the County;

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

Sec. 1. Association Rights and Responsibilities of Access. Association shall be authorized to enter onto the Property and shall perform the following activities:

1. Maintenance. Association shall be responsible for all daily maintenance of Property, including but not limited to daily cleaning of the buildings and grounds, removing trash and debris from Property, clearing obstructions such as downed trees and limbs, and general building maintenance, as the Association is reasonably able to perform, to keep all facilities in a good and safe condition. Association shall notify County of any required maintenance it is unable to perform.
 - a. Inspections of Property shall be conducted as requested by the County, no less than annually, by representatives of both parties.
 - b. Association shall seek donations, secure grants, and raise funds for any needed capital repair or replacement needs on Property.
 - c. Association may hire its own employees or subcontract work to volunteer groups for the maintenance and improvement of the Property, subject to the terms and conditions herein. Association shall conduct background checks for employees, and keep the County

informed of all paid staff employed by the Association. Association shall be responsible for all employee and volunteer recruitment, training, supervision, management, and salaries.

- d. County reserves the right to access any portion of the Property and address any issue that requires immediate attention, in the sole discretion of the County, without advance notification to Association. County shall notify Association of any issues addressed by County.
2. Operations and Programming. Association shall provide for all daily operations of the Property including providing all utility services, opening and closing of facilities, educational programming, and special events. Association shall limit programs and activities to those providing public recreational, natural resource, educational, and historical benefit. No other use of the Property is permitted unless expressly provided for herein. Generally, Property shall remain open to the public for general use during program activities, unless permission is otherwise granted by County for major events.
- a. Operating Hours. Generally, Property shall be open to the public year-round with operating hours from dawn to dusk.
 - b. Staffing. Association may hire staff, instructors, lecturers, or program leaders to perform maintenance activities and offer programs and events at the Property. Association shall be responsible for all background checks, recruitment, training, supervision, and management of persons performing duties and services.
 - c. Program Scheduling. Association shall have the responsibility to schedule, cancel, postpone, or terminate any user program or activity on the Property. In the event of inclement weather, or other conditions in which the scheduled activity is reasonably likely to cause damage to the Property or danger to patrons, Association shall reschedule or cancel event. Association will notify County when any annual or significant one-time program schedule changes have occurred.
 - d. Sponsorships. Association may secure sponsors for special events or projects on the Property. Sponsors shall be permitted to display appropriate advertising during special events with the approval of the County. All sponsor advertising shall be removed at conclusion of each special event.
 - e. Advertising. Association may allow paid commercial advertising on the Property with the express written approval of the County. Advertising displays shall be limited to interior of Property and on Association's video display board at the corner of Gregory and Blue Ridge Boulevard. County shall have the right to approval all advertising and signs and displays. No paid advertising displays shall be placed along perimeter of property. No political advertising of any kind may be displayed on Property. All revenues from any paid advertising on the Property shall be retained by the Association, and be utilized strictly for the ongoing maintenance, improvement, and programming at the Property.
 - f. Facility Rentals. Association may allow for groups or parties to rent facilities at Property, such as the outdoor shelter or indoor meeting room. All rental policies and fees shall be subject to review and approval by County.
 - g. Subleases. Association may operate or enter into leases for the operation of concessions within the Property for the convenience of visitors. The Association may also enter into leases with private individuals or corporations for the purposes of adding value to the recreational, natural resource, educational and historical experiences of visitors. Said leases shall be secured at the discretion of the Association, subject to approval by County.

Should Association dissolve during the term of this Agreement, the County will consult with any lessees and determine the role for said lessees to continue to operate and provide services within the Property, considering the community benefit that may be provided by ongoing use of the Property by lessees through new agreements with the County.

- h. Admission Fees. Association may charge an admission fee or a group user's fee in an amount that it is consistent with other admission fees charged for similar programs. All fees and charges shall be subject to review and approval by County. All revenue derived from admissions, or any other sources generated on the Property, shall be retained by the Association and be utilized by the Association exclusively for the ongoing maintenance, improvement, and programming at the Property.
 - i. Other Revenues and Expenditures, External. Should Association, following all applicable Association bylaws, laws and statutes governing their non-profit status, solicit, raise, earn, or receive any revenue for any other purpose other than for those purposes and obligations as outlined herein for the Property, Association shall note such revenue as "Other External Revenues" on their annual budget and financial reports, along with any such corresponding expenditures not associated with this MOU and the Property. This documentation is intended to allow the Association to continue to have one organizational budget and financial statement for all Association interests.
3. Improvements. Association may, at its sole expense, design and construct infrastructure improvements for recreational use by the public. Improvements may include trails, picnic areas, playgrounds, interpretive areas and facilities, educational exhibits, and other recreational amenities.

Prior to construction of any improvements on the Property, Association shall submit a written layout and design plans of all proposed improvements, including engineering drawings for any infrastructure, including, but not limited to, buildings, playgrounds, bridges, decks, retaining walls, or fencing, to the Parks + Rec Director for approval. No Work may proceed until plans have been approved by the Director, in writing. Construction of all improvements shall conform to the conditions set forth in **Attachment B**.

- a. After approval of plans and design by the Director, Association shall obtain the Director's written approval for any modifications to improvement plans.
- b. Following completion of all work, Association shall be solely responsible for the daily and capital maintenance and repairs of all improvements made.
- c. Association shall ensure that all volunteers, employees and/or contractors utilized to fulfill any of Association's obligations hereunder shall also comply with the terms of this Memorandum, the conditions set forth in **Attachment B**, and the Jackson County Code of Ordinances Chapters 10 and 19 related to the employment and payment of prevailing wages of contractors for construction work on County property to the extent required under the law.
- d. Upon completion, all improvements upon County owned lands shall become property of the County, and improvements upon Association owned lands shall become the property of the Association, unless otherwise agreed to in writing by both parties.
- e. The requirements of Section 1, Paragraph 3 shall not apply to small projects that do not involve infrastructure construction or modifications, such as the placement of park benches, bird houses, or other small volunteer or scout projects.

Sec. 2. County Responsibilities. County shall perform the following duties at the discretion of the County, subject to appropriation.

- a. Turf Care. County shall mow and trim turf areas at entrance to Property, around parking areas, around buildings and other structures, and along adjacent road-right-of-way.
- b. Snow Removal. County shall remove snow from Property roadway entrance, parking areas, and sidewalks leading to shelter and main building entrance as may be needed.
- c. Signage. County shall approve all signage prior to public display and may provide and install selected signs on Property.
- d. Capital Repairs. Unless otherwise stated herein, County shall provide for the capital maintenance of Property infrastructure, subject to Association fundraising, County appropriation, and other available funding.
- e. County shall provide weekly trash removal. Trash to be picked up must be either in the barrels located adjacent to the parking lot and/or in bags at the curb of the parking lot.
- f. County will assist with large tree removal and maintenance as needed.

Sec. 3. Title. Title to the lands owned by the County shall at all times remain with the County. Title to lands owned by the Association shall at all times remain with the Association. This Agreement conveys no property rights, grants no exclusive license, and in no way restricts the general public's privilege of using the Property for recreational purposes.

Sec. 4. Term. Unless terminated by either party in conformity with the termination provisions contained herein, the term of this Agreement shall be five (5) years from date of execution.

Sec. 5. Modification and Termination.

- a. This Agreement may be modified or amended with the written consent of both parties. Verbal representations and extra-contractual writings shall not be construed or relied upon as modifications, amendments or waivers of any term of this Agreement.
- b. This Agreement may be terminated for cause with a 90-day written notice by either party. The terminating party shall give a right-to-cure in writing to the terminated party to give them the opportunity to rectify or correct the reason for the termination notice.

This Agreement may be terminated for any reason by either party with a 180-day written notice by either party, with no right-to-cure. Upon such termination, Association shall remove all personal items from Property, unless such removal requirement is waived in writing by the County.

Sec. 6. Indemnification. Association agrees to indemnify and hold harmless County from any and all damage, loss, or liability of any kind whatsoever, occasioned by or because of any act or omission, negligence, or wrongdoing of Association or any of its agents, representatives, assignees, or employees in the execution of this Agreement, and Association, at its own cost and expense, will defend and protect County against any and all such claims and demands.

Sec. 7. Insurance. Association shall procure and maintain in effect throughout the duration of this Agreement general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate (both general and products-completed operations), written on an "occurrence" basis, for any claims, damages liability, losses, costs and expenses, court costs and reasonable attorney fees incurred by the County for enforcement of this section and for any accidents, injuries, including death, damage to property, or other claims arising as a result of or in connection with the performance by Association and its volunteers, employees, agents or subcontractors, under this Agreement. The County, its officers'

employees, and agents shall be named as additional insureds under such policy. Association shall also carry a \$1,000,000 umbrella policy. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Insured Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, an aggregate limit of \$2,000,000.
- d. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to County, ten (10) days in the event of nonpayment of premium. Upon signing of this Agreement, Contractor shall provide to County a certificate of insurance showing all required endorsements and additional insureds.

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

Regardless of any approval by County, it is the responsibility of Association to see the required insurance coverage is in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Association's failure to assure the required insurance in effect, County may order Association to immediately stop all activities.

Sec. 8. Annual Operations Report. By January 31st of each year, Association shall provide a written Annual Operations Report to County summarizing activities on the Property for the previous year, including the following. Reports may be submitted to the County via email to an agreed upon address.

- a. Summary of all maintenance activities performed;
- b. Roster of all paid staff employed by the Association with their position titles and hours worked per week;
- c. List of all capital improvements completed, to include location in the park, cost, date of completion, and description of the improvement;
- d. Programs/events offered, and total public participation at all programs and events;
- e. Total volunteer service hours performed and type of work completed by volunteers;
- f. Annual Report shall also include a summary of the future anticipated programs and projects Association plans to offer for the coming year.

Sec. 9. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, electronically, or facsimile to the following. All notices mailed by regular U.S. mail are effective three (3) days after mailing.

JACKSON COUNTY PARKS+REC

C/O: Director of Parks + Rec
22807 Woods Chapel Road
Blue Springs, Missouri 64015
(816) 503-4821 Fax (816) 795-1234

Cave Spring Association

C/O President
8701 East Gregory Boulevard
Kansas City, MO 64133
(816) 659-1945

Sec. 10. Assignability or Subcontracting. Association shall not subcontract, assign or transfer any part or all of Association's obligations under this Agreement without County's prior written approval. If Association shall subcontract, assign, or transfer any part of Association's interests or obligations under this Agreement without the prior written approval of County, it shall constitute a material breach of this Agreement.

Sec. 11. Independent Contractor. Association is an independent contractor with respect to all services performed under this Agreement. Association accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by Association on work performed under the terms of this Agreement. Association shall defend, indemnify and save harmless County from any claims or liability for such contributions or taxes. Nothing contained in this Agreement or any act of County, or Association, shall be deemed or construed to create any third-party beneficiary or principal and agent relationship with County. Association is not County's agent and Association has no authority to take any action or execute any documents on behalf of County.

Sec. 12. Financial Responsibility. Association shall be solely responsible for all costs associated with daily maintenance, operation, staffing and programming of the Property during the term of this Agreement and any extensions thereof.

a. Payments by County to Association. Subject to appropriation, the County agrees to pay Association the total amount of \$30,000 for fiscal year 2023, in one installment upon execution of this Agreement, and an additional \$30,000 per year for the remaining four years of the agreement, subject to the performance of all terms and conditions by the Association.

b. Conditions for Payments. Funding for 2023, and any future years, shall be subject to annual budget approval by County.

To be eligible for any payments, Association shall submit a written proposal setting out in detail the intended use of the County's funding, including the target population to be served. Association's proposal must be received by January 31st for requested funding in any calendar year. Any funds provided by the County shall only be utilized for Association expenses to maintain the Property and provide staffing, programming and insurance.

Any future payments by County shall be made within the first quarter of each year, provided all requirements for payment have been satisfied by the Association. No future payments shall be made under this Agreement unless Association shall have submitted to the Parks + Rec Department an Annual Financial Report by January 31st of each year, including:

- i. Association's IRS Form 990 from the previous fiscal year;
- ii. Statement of Association's total budget for its most recent fiscal year; and
- iii. Detailed explanation and documentation of actual past expenditures of the County's funds (pertains to final payments and payments on contracts for future years). If Association has previously received funding from the County, to be eligible for future payments, Association must submit either an audited financial statement for Association's most-recent fiscal or calendar year, or a certified public accountant's program audit of the County's funds.

No payment shall be made if Association is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

c. Equal Opportunity. Association shall maintain policies of employment as follows to be eligible for funding from County.

- i. Association and Association's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Association shall take affirmative action as set forth to ensure that applicants for employment and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay

or other forms of compensation; and selection for training, including apprenticeship. Association agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- ii. Association and Association's subcontractor(s) shall, in all solicitation 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, age, disability, or national origin.

d. Hiring Practices. Pursuant to §285.530.1, RSMo, and in order to remain eligible for County funding, Association assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Association shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with any services.

e. Audit. The parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Association pertaining to this Agreement. Further, Association agrees to establish and adopt such accounting standards and forms as recommended by the County prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document expenditure of these funds may be changed from time to time by the County.

Sec. 13. Hold Harmless. Association shall hold harmless County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by Association and its selected volunteers, employees, agents, or subcontractors, or caused by others for whom they or Association are liable, regardless of whether or not caused in part by any act or omission, including negligence, of County, its agencies, officials, officers, or employees.

Sec. 14. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri. Any action in regard to the Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within Jackson County, Missouri, and in no other. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 15. Compliance with Laws. Association shall comply with all federal, state and local laws, ordinances and regulations, including Missouri Prevailing Wage laws applicable to any improvements to Property. Association shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of obligations under this Agreement. All references to "Code" shall mean County's Code of Ordinances, including any amendments thereto or recodification thereof.

Sec. 16. Waiver. Waiver of any provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, or of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

Sec. 17. Rights and Remedies Cumulative and Not Exclusive. All rights and remedies granted to County herein and any other rights and remedies which County may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that County may have exercised any remedy

without terminating this Agreement shall not impair County's rights thereafter to terminate or to exercise any other remedy herein granted or to which County may be otherwise entitled.

Sec. 18. Merger. This Agreement, including any referenced Attachments, constitutes the entire agreement between County and Association with respect to this subject matter, and supersedes all prior agreements between County and Association, and any such prior agreement shall be void and of no further force or effect as of the date of this Agreement.

Sec. 19. Severability of Provisions. Except as specifically provided herein, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 20. Representations and Warranties. County and Association each certify that it has the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties, by their authorized representatives, have caused this Agreement to be executed as of the date first written above.

Cave Spring Association

I certify that I am authorized to execute this Memorandum of Understanding on behalf of **Association**:

Signature, President

Printed Name

Date: _____

ATTEST:

JACKSON COUNTY

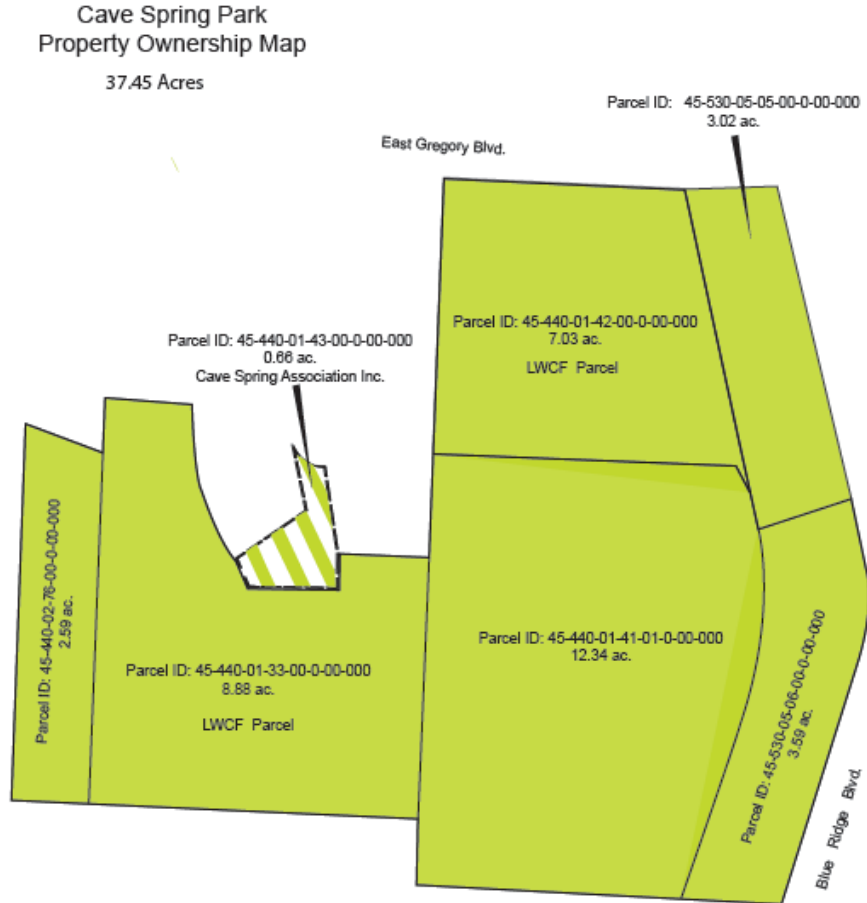
Michele Newman, Director, Jackson County Parks + Rec

Date: _____

ATTEST: _____

ATTACHMENT A

Cave Spring Park Property Ownership Map
(as of the date of execution; solid color: County; striped color: Association)



ATTACHMENT B

SCOPE OF DUTIES AND SERVICES TO BE PROVIDED BY ASSOCIATION FOR ANY PROPOSED PROPERTY CAPITAL IMPROVEMENTS

1. Design/Work Plan. Provide a design and plan of Work to County (Director of Parks + Rec) for proposed improvements, for the Director's approval. The design and Work Plan shall:
 - a. Show all infrastructure components for construction of non-natural materials such as buildings, playgrounds, dams, bridges, decking, and fencing, etc...
 - b. Comply with applicable local construction codes.
 - c. Minimize impact on natural areas to the extent feasible and utilize best management practices to control storm water flow and prevent erosion, including full-bench-cut construction for hillsides.
 - d. Provide a Missouri professional engineer signed and sealed drawings for any structural components.
 - e. For any projects proposed to utilize a combination of paid prevailing wage contractors and volunteer labor, provide a list of all volunteer workman proposed to be engaged in the construction of all improvements and the specific tasks they will perform. Any volunteer work shall be documented in accordance with the Missouri Prevailing Wage law, sections 290.210 et seq., RSMo.
 - f. For construction services to be performed by paid contractors or employees, provide a list of all workers and the specific tasks they perform. All paid contractors shall be compensated per Missouri Prevailing Wage laws and Jackson County Code Chapters 10 and 19 to the extent required under the law.
 - g. Provide an estimated anticipated schedule for all construction activities including when work will commence, when work will take place on Premises, and anticipated completion date(s).

2. Construction.
 - a. Through the use of paid contractors and/or Association's volunteers, Association will construct the improvements in conformity with the design as approved by the County.
 - b. Association will provide all labor, tools, and materials necessary for the construction of related improvements, temporary signage and safety features, except as otherwise stated in this Agreement.
 - c. Association will not utilize herbicides or other chemicals without prior written approval from the Director. Use and storage of explosives shall not be allowed.
 - d. Association will train, supervise, and insure, and is solely responsible for the contractors, employees and/or volunteers utilized and their safety. Association will comply with all federal, state and local safety requirements in connection with the performance of the Agreement, including the provisions of the Federal Occupational Safety and Health Act of 1970 ("OSHA") and to the rules and regulations promulgated pursuant to this Act. All work conducted by and for Association shall be entirely at Association's own risk. Volunteer hours shall be reported annually to County.
 - e. In the event excavation is conducted in connection with improvements, Association assumes the risk associated therewith, and will take all reasonable and necessary safety precautions, including but not limited to installation of protective coverings on or fencing around open and unattended excavations. Coverings shall be sufficient to sustain the weight of any persons and/or objects placed upon them, fixed to the ground so they cannot be moved, have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury, and be accompanied by advance warning devices as necessary. Fencing around open excavations shall be installed such that it surrounds the entire area under excavation so as to prevent entry by any persons, be a minimum

of 42" in height and be constructed in such a manner that it is adequately secured and will remain upright at all times under normal site conditions. All protective coverings and/or fences on excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavily trafficked areas shall be inspected more often as necessary. All excavations shall be restored to the level of the adjacent surfaces as soon as practicable. No excavations may be made in, upon, under, through or adjoining any area other than the Premises identified in Attachment A.

- f. Association shall be responsible for and in charge of the site and the installation of the Work thereon from the time work on the site commences until final approval by County. If installation requires, Association shall notify all utilities, municipal departments, adjacent property management, and others affected by their operations and shall properly coordinate and expedite their work in such a manner as to cause the least amount of conflict and interference between their operation and those of any other contractor or agency. Notification shall be made sufficiently ahead of time to provide proper rerouting of traffic and erecting of signs before the work is to begin. Any and all damages or claims resulting from the improper or insufficient notification of the affected utility agency and others shall be the responsibility of Association.

3. Inspection of Installation and Materials.

- a. During installation of the Work, the County shall have the right to inspect the Work thereon to determine whether or not the Work is being installed in accordance with the County approved plans. If, at any time during the progress of such installation, it is determined that such improvements are not being installed in accordance with the County approved plans, upon receipt of written notice thereof from County, Association shall make such alterations as may be required to cause such improvements to conform to the specifications.
- b. All material of whatever nature, required in the performance of the Work embraced in this Agreement, shall be furnished by Association and shall be subject to the inspection and/or test by County or its authorized representative before being placed in the Work. All rejected or unsuitable materials shall be removed at once from the site of the Work.
- c. As soon as practical after completion, the entire work will be examined thoroughly by the County. Association will be notified when the examination is to be made so that a representative may be present. If the inspection reveals any defective or unsatisfactory work, it shall be remedied by Association as County may require before final acceptance. The cost of all such repairs and replacements shall be borne by Association.

4. Maintenance.

Following completion of construction, Association shall maintain all improvements, including removing litter, trash, limbs, and other obstructions from improved areas, and repair and replacing other infrastructure as needed for the continuous and safe enjoyment of patrons.

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$30,000.00 which is hereby authorized.

Date

Director of Finance and Purchasing
Account No. 003 1601 56789

Request for Legislative Action

Res. #21177
Sponsor: Charlie Franklin
Date: March 7, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21177
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	3/7/2023

Introduction
Action Items: ['Authorize']
Project/Title:
A Resolution authorizing the Director of Parks + Rec to execute a Memorandum of Understanding with the Cave Spring Association for the operation, maintenance and programming of Cave Spring Park.

Request Summary
Jackson County has partnered with the Cave Spring Association since 1981 for the operation, maintenance, and programming of William M. Klein Park, also known as Cave Spring Park and Historic Site. The Association and their volunteers provide for all daily programming of the park, offering a variety of historic and nature based educational programs, and general maintenance of the interpretive center. The park is open from dawn to dusk seven days a week. Parks + Rec assists the Association with general grounds maintenance, including mowing, trash removal and snow removal. The County's financial support of the Association allows them to hire part time staff and provide insurance for the property.

Contact Information			
Department:	Parks + Rec	Submitted Date:	1/31/2023
Name:	Brian P. Nowotny	Email:	bpnowotny@jacksongov.org
Title:	Deputy Director Park Operations	Phone:	816-503-4803

Budget Information			
Amount authorized by this legislation this fiscal year:			\$30,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$30,000
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
003 (Park Fund)	1601 (Director of Parks)	56789 (Outside Agency Funding)	\$30,000

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20388	March 30, 2020
20686	May 24, 2021

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	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information
•

Request for Legislative Action

Submitted by Parks + Rec requestor: Brian P. Nowotny on 1/31/2023. Comments:

Approved by Department Approver Susan I. Kinnaman on 1/31/2023 2:05:39 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 1/31/2023 2:30:34 PM. Comments: The 2023 budget has not been approved and uploaded yet. Please hold this ERLA until we have a budget

Submitted by Requestor Brian P. Nowotny on 2/21/2023 8:35:48 AM. Comments: Budget Approved

Approved by Department Approver Susan I. Kinnaman on 2/21/2023 8:49:19 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 2/21/2023 12:06:55 PM. Comments:

Returned for more information by Compliance Office Approver Jaime Guillen on 2/21/2023 12:24:58 PM. Comments: Cave Springs is not in compliance. Instructions for vendor will be emailed to department.

Submitted by Requestor Brian P. Nowotny on 2/22/2023 10:52:38 AM. Comments: compliance documents submitted

Approved by Department Approver Susan I. Kinnaman on 2/22/2023 11:47:04 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 2/22/2023 1:49:12 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 2/22/2023 1:57:21 PM. Comments: 2023 Certificate of Compliance issued

Approved by Budget Office Approver David B. Moyer on 2/24/2023 8:44:26 AM. Comments: Fiscal note is attached.

Approved by Executive Office Approver Sylvya Stevenson on 2/24/2023 10:38:45 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 3/2/2023 1:34:13 PM. Comments: March 2, 2023

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for annual software maintenance for use by the Recorder of Deeds Department to Aumentum Technologies of Niagara Falls, NY, at an actual cost to the County in the amount of \$87,980.00, as a sole source purchase.

RESOLUTION NO. 21178, March 7, 2023

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, the Recorder of Deeds Department has a continuing need for the maintenance of its records management computer software; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, 1984, the Directors of the Finance and Purchasing and Recorder of Deeds Departments have determined that this maintenance can be obtained from only one source, the manufacturing vendor, as the software requiring maintenance is of a proprietary nature; and,

WHEREAS, the Directors of the Finance and Purchasing and Recorder of Deeds Departments recommend the award of a contract for the needed maintenance to Aumentum Technologies of Niagara Falls, NY, at an actual cost to the County in the amount of \$87,980.00, as a sole source purchase; 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 Recorder of Deeds, and that the Director of Finance of Purchasing be, and is hereby, 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.

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. 21178 of March 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

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 042 1801 56662
ACCOUNT TITLE: Recorder's Technology Fund
Records
Software Maintenance
NOT TO EXCEED: \$87,980.00

3/2/2023
Date


Chief Administrative Officer

Request for Legislative Action

Res. #21178

Sponsor: Megan L. Marshall

Date: March 7, 2023

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21178
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	3/7/2023

Introduction

Action Items: ['Authorize']

Project/Title:

Authorize the purchase of annual software maintenance agreement for the use by the Recorder of Deeds office from Aumentum (Manatron) of Niagara Falls, NY at a total cost to the County of \$87,980.00 as a sole source purchase.

Request Summary

The Recorder of Deeds Office requires a Maintenance Agreement on their Records Management Software Systems. Aumentum is considered a Sole Source as they are the original developer and owner of the software and would provide maintenance and upgrades on the software.

Pursuant to Section 1030.1 of the Jackson County Code, the Recorder of Deeds Office and the Purchasing Department recommend the purchase of the Annual Software Maintenance Agreement for use by the Recorder of Deeds Office from Aumentum (manatron) Software of Niagara Falls, NY in the amount of \$87,980.00 as a Sole Source purchase.

Contact Information

Department:	Recorder of Deeds	Submitted Date:	2/17/2023
Name:	Amber Anderson	Email:	AAnderson@jacksongov.org
Title:	Office Administrator	Phone:	816-881-4484

Budget Information

Amount authorized by this legislation this fiscal year:	\$87,980		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$87,980		
Is it transferring fund?	No		
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
042 (Recorder's Technology Fund)	1801 (Records)	56662 (Software Maintenance)	\$87,980

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5298	December 2, 2019
5090	April 16, 2018
Prior Resolution	
Resolution:	Resolution date:
20954	May 16, 2022
20711	July 6, 2021
20484	September 14, 2020

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:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
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	
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Request for Legislative Action

History

Submitted by Recorder of Deeds requestor: Amber Anderson on 2/17/2023. Comments:

Approved by Department Approver Diana M. Smith on 2/17/2023 2:35:51 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 2/17/2023 3:03:52 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 2/17/2023 3:35:15 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 2/24/2023 8:45:41 AM. Comments: Fiscal note is attached.

Approved by Executive Office Approver Sylvya Stevenson on 2/24/2023 10:40:37 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 3/2/2023 1:35:20 PM. Comments:



JACKSON COUNTY

Collection Department – Kansas City

415 East 12th Street, Suite 100
Kansas City, Missouri 64106
www.jacksongov.org

(816) 881-3232
Fax: (816) 881-3142

Memo

To: Craig Reich, Purchasing Senior Buyer

From: Karey Schulze, Collections Office Administrator

cc: Barbara Casamento, Purchasing Administrator
Whitney S. Miller, Director of Collections

Date: 02/20/23

Re: Aumentum (Thomas Reuters – Manatron) annual software maintenance

I am entering an e-RLA for 2023 software maintenance for Aumentum (Thomson Reuters – Manatron) software used by the Department of Collection. Please see the attached invoice for breakdown of \$384,774.00 charge. Funding has been budgeted for 2023 in fund/account: 045-1403-56662-23. Also attached is the signed affidavit from Aumentum for 2023 as well as their Certificate of Compliance for 2023.

Invoice No. MANMN0002887
Date 10/27/2022
Due Date 1/1/2023
Customer No. 2545000-REC
Page 1 of 1



Bill To

JACKSON COUNTY RECORDER
 AMBER ANDERSON
 415 E 12TH ST RM 104
 KANSAS CITY, MO 64106-2706
 United States

Ship To

JACKSON COUNTY RECORDER
 415 E 12TH ST RM 104
 KANSAS CITY, MO 64106-2706
 United States

Contract/Project Number	Purchase Order	Payment Terms	Currency
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Start of Maint Period HARRIS-US\$

Item No	Description	Quantity	Unit Price	Amount
REC-RECORDER-S	Recorder System Spt: January 2023 to December 2023	1.00	74,718.00	74,718.00
REC-LEAD TOOLS-S	Lead Tools SW Spt (42) *Included* OCR/35 Document Imaging and 42 read Write Plug ins: January 2023 to	1.00	0.00	0.00
REC-ERECORDING-S	eRecording Support: January 2023 to December 2023	1.00	13,262.00	13,262.00

Remit To:
 Manatron, Inc.
 ("Aumentum Technologies")
 PO Box 74008484
 Chicago, IL 60674-8484

Subtotal	87,980.00
Misc	0.00
Taxes	0.00
Freight	0.00
Total	87,980.00



Invoice Questions? Please call or email Shirley Ma at 343-804-9863 or xma@harriscomputer.com

Thank you for your business!

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for annual software maintenance for use by the Collection Department to Aumentum Technologies of Niagara Falls, NY, at an actual cost to the County in the amount of \$384,774.00, as a sole source purchase.

RESOLUTION NO. 21179, March 7, 2023

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, the Collection Department has a continuing need for the maintenance of its tax collection computer software; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, 1984, the Director of Finance and Purchasing has determined that this maintenance can be obtained from only one source, the manufacturing vendor, as the software requiring maintenance is of a proprietary nature; and,

WHEREAS, the Directors of Finance and Purchasing and Collection recommend the award of a contract for the needed maintenance to Aumentum, Inc., d/b/a Aumentum Technologies (formerly Thomson Reuters) of Niagara Falls, IL, at an actual cost to the County in the amount of \$384,774.00, as a sole source purchase; now therefore,

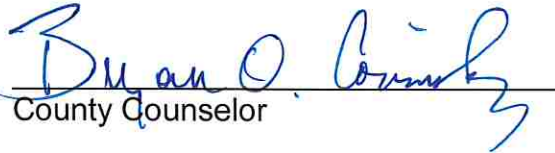
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Directors of Finance and Purchasing and Collection and that the Director of Finance and Purchasing be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment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

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. 21179 of March 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

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 045 1403 56662
ACCOUNT TITLE: Assessment Fund
Collections
Software Maintenance
NOT TO EXCEED: \$384,774.00

3/2/2023
Date


Chief Administrative Officer

Request for Legislative Action

Resolution No.: 21179
Sponsor: Megan L. Marshall
Date: March 7, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21179
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	3/7/2023

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing the Purchase of Annual Software Maintenance Agreement pursuant to Jackson County Chapter 10, 1030.1, Sole Source, for use by the Collection Department from Aumentum of Niagara Falls, NY (Thomson Reuters-Manatron) at a total cost to the County of \$384,774.00. This purchase is a Sole Source due to proprietary software maintenance.

Request Summary
The Annual Software Maintenance Agreement for the Collection Department is expiring and needs to be renewed for 2023. The maintenance agreement supports critical applications necessary for County business. The software for the Annual Software Maintenance Agreement is considered a Sole Source purchase, as the maintenance can only be provided by the developer of the software.

Contact Information			
Department:	Collections	Submitted Date:	2/20/2023
Name:	Karey A. Schulze	Email:	KSchulze@jacksongov.org
Title:	Office Administrator	Phone:	816-881-3038

Budget Information			
Amount authorized by this legislation this fiscal year:	\$384,774		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$384,774		
Is it transferring fund?	No		
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
045 (Assessment Fund)	1403 (Collections)	56662 (Software Maintenance)	\$384,774

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20869	February 14, 2022
20711	July 6, 2021

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:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
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
•

Request for Legislative Action

History

Submitted by Collections requestor: Karey A. Schulze on 2/20/2023. Comments:

Returned for more information by Department Approver Karey A. Schulze on 2/21/2023 9:17:53 AM.
Comments: corr amt fr 3847740

Submitted by Requestor Karey A. Schulze on 2/21/2023 9:22:02 AM. Comments: corr to 384774

Approved by Department Approver Whitney S. Miller on 2/22/2023 9:26:16 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 2/22/2023 9:47:50 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 2/22/2023 10:03:17 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 2/24/2023 8:46:50 AM. Comments: Fiscal note is attached.

Approved by Executive Office Approver Sylvania Stevenson on 2/24/2023 10:45:30 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 3/2/2023 1:36:22 PM. Comments:



JACKSON COUNTY

Collection Department – Kansas City

415 East 12th Street, Suite 100
Kansas City, Missouri 64106
www.jacksongov.org

(816) 881-3232
Fax: (816) 881-3142

Memo

To: Craig Reich, Purchasing Senior Buyer

From: Karey Schulze, Collections Office Administrator

cc: Barbara Casamento, Purchasing Administrator
Whitney S. Miller, Director of Collections

Date: 02/20/23

Re: Aumentum (Thomas Reuters – Manatron) annual software maintenance

I am entering an e-RLA for 2023 software maintenance for Aumentum (Thomson Reuters – Manatron) software used by the Department of Collection. Please see the attached invoice for breakdown of \$384,774.00 charge. Funding has been budgeted for 2023 in fund/account: 045-1403-56662-23. Also attached is the signed affidavit from Aumentum for 2023 as well as their Certificate of Compliance for 2023.

Invoice No. MANMN0002822
Date 10/27/2022
Due Date 1/1/2023
Customer No. 2545055
Page 1 of 1



Bill To

JACKSON COUNTY IT DEPT
 KAREY SCHULZ
 415 E 12TH ST, FLOOR 1M
 KANSAS CITY, MO 64106-2706
 United States

Ship To

JACKSON COUNTY IT DEPT
 415 E 12TH ST, FLOOR 1M
 KANSAS CITY, MO 64106-2706
 United States

Contract/Project Number	Purchase Order	Payment Terms	Currency	
	JAN-DEC23	Start of Maint Period	HARRIS-US\$	
Item No	Description	Quantity	Unit Price	Amount
ASCEND-ASSMT-S	Ascend Assmt Admin Support: January 2023 to December 2023	1.00	351,446.00	351,446.00
ASCEND-PAYMENT-S	Ascend Payment Server Support: January 2023 to December 2023	1.00	4,805.00	4,805.00
ASCEND-STATEMENT-S	Ascend Statement Server Support: January 2023 to December 2023	1.00	4,805.00	4,805.00
ASCEND-WEBINQ-S	Ascend Web Inquiry Support: January 2023 to December 2023	1.00	7,771.00	7,771.00
NEWERA-S	New Era Spt for Ascend Client: January 2023 to December 2023	1.00	15,947.00	15,947.00
ASCEND-TREASURY-S	Ascend Treasury Mgmt Spt *INCLUDED*: January 2023 to December 2023	1.00	0.00	0.00

Remit To:
 Manatron, Inc.
 ("Aumentum Technologies")
 PO Box 74008484
 Chicago, IL 60674-8484

Subtotal	384,774.00
Misc	0.00
Taxes	0.00
Freight	0.00
Total	384,774.00



Invoice Questions? Please call or email Renee Fuller at 866-471-2900 ext.277737 or
 ar_aumentum@harriscomputer.com

Thank you for your business!

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:

Aumentum Technologies
2429 Military Rd 300
Niagara Falls, NY 14304
2023 Certificate: 20230209VC679

Issued: 2023-02-09

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.

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

AFFIDAVIT

STATE OF Michigan)
) SS.
COUNTY OF Kalamazoo)

Renee Fuller of the city of Kalamazoo
County of Kalamazoo State of Michigan being duly sworn on her or his oath, deposes and says,

1. That I am the Senior Accounting Clerk (Title of Affiant) of Manatron, 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, 2022 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.

Manatron, Inc. (Name of Bidder)

By: Renee Fuller (Signature of Affiant)

Senior Accounting Clerk (Title of Affiant)

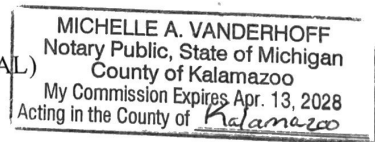
Subscribed and sworn to before me this 9th day of February, 2023

Michelle A. Vanderhoff

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

State of Michigan

My Commission Expires: 4/13/2028



AFFIDAVIT

STATE OF Michigan)
) SS.
COUNTY OF Kalamazoo)

Renee Fuller of the city of Kalamazoo
County of Kalamazoo State of Michigan being duly sworn on her or his oath, deposes and says,

1. That I am the Senior Accounting Clerk (Title of Affiant) of Manatron, 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, 2022 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.

Manatron, Inc. (Name of Bidder)

By: Renee Fuller (Signature of Affiant)

Senior Accounting Clerk (Title of Affiant)

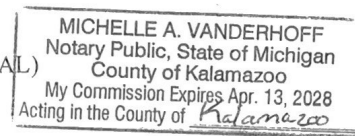
Subscribed and sworn to before me this 9th day of February, 2023

Michelle A. Vanderhoff

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

State of Michigan

My Commission Expires: 4/13/2028



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute Cooperative Agreements with certain agencies that provide services and assistance to victims of domestic violence, at an aggregate cost to the County not to exceed \$125,000.00.

RESOLUTION NO. 21180, March 7, 2023

INTRODUCED BY Manuel Abarca IV, County Legislator

WHEREAS, pursuant to section 8700., Jackson County Code (1984), the Board of Domestic Violence Shelters was established to administer the distribution of certain fees collected pursuant to state statutes and the Code; and,

WHEREAS, Hope House, Rose Brooks, and Synergy domestic violence shelters are not-for-profit organizations providing assistance to victims of domestic violence; and,

WHEREAS, the Board met December 13, 2022, and recommended an allocation of \$125,000.00 of the projected 2023 budget revenues to be awarded as follows:

<u>Agency</u>	<u>Amount</u>
Hope House	\$50,000.00
Rose Brooks	\$50,000.00
Synergy	\$25,000.00

and,

WHEREAS, the Board recommends that the County Executive be authorized to execute cooperative agreements with the specified agencies, in the respective amounts indicated, at an aggregate cost to the County not to exceed \$125,000.00; and,

WHEREAS, it is in the best interests of the public health, safety, and welfare of the citizens of Jackson County to provide assistance to the victims of domestic violence through the funding of these shelters; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive is authorized to execute Cooperative Agreements, in a form to be approved by the County Counselor, with Hope House, Rose Brooks, and Synergy domestic violence shelters in the amounts indicated, at a total cost to the County not to exceed \$125,000.00; and,

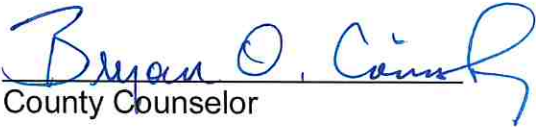
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the Agreements.

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. 21180 of March 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

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 041 7101 56789
ACCOUNT TITLE: Domestic Abuse Fund
Domestic Violence Assistance
Outside Agency Funding
NOT TO EXCEED: \$125,000.00



Date



Chief Administrative Officer

Request for Legislative Action

Res. #21180
Sponsor: Manuel Abarca IV
Date: March 7, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21180
Sponsor(s):	Manuel Abarca IV	Legislature Meeting Date:	3/7/2023

Introduction
Action Items: ['Authorize']
Project/Title:
A resolution authorizing the County Executive to execute a Cooperative Agreement with Hope House, Rose Brooks, and Synergy domestic violence shelters in order to provide assistance to victims of domestic violence, at an aggregate cost to the County not to exceed \$125,000.

Request Summary
<p>Pursuant to section 8700, Jackson County Code, the Board of Domestic Violence Shelters was established to administer the distribution of fees collected pursuant to state statutes and Code. The fees that support the domestic violence shelters come from \$5 on each marriage license and \$2 on each civil court filing.</p> <p>The Board of Domestic Violence Shelters met on December 13, 2022 and voted to recommend an allocation of \$125,000 of the projected 2023 budget to be awarded as follows:</p> <p>Synergy - \$25,000 Rose Brooks - \$50,000 Hope House- \$50,000</p> <p>The Purchasing Department issued Requests for Qualifications No. 95-22 for Domestic Violence Services and received responses from Synergy, Rose Brooks, and Hope House on 9/13/2022.</p>

Contact Information			
Department:	County Executive Office	Submitted Date:	2/21/2023
Name:	Ashley Burke	Email:	aburke1275@gmail.com
Title:		Phone:	816-651-4152

Budget Information	
Amount authorized by this legislation this fiscal year:	\$125,000
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$125,000
Is it transferring fund?	No
Single Source Funding:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
041 (Domestic Abuse Fund)	7101 (Domestic Violence Assistance)	56789 (Outside Agency Funding)	\$125,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
10975	February 22, 2016
19215	July 18, 2016
19384	February 6, 2017
19741	February 26, 2018
20064	December 3, 2018
20111	March 18, 2019
20189	June 24, 2019
20345	January 13, 2020
20613	February 1, 2021
20884	February 22, 2022

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:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
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	

Request for Legislative Action

Not Applicable	
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Fiscal Information

-

History

Submitted by County Executive Office requestor: Ashley Burke on 2/21/2023. Comments:

Approved by Department Approver Sylvya Stevenson on 2/21/2023 11:52:19 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 2/21/2023 1:51:39 PM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 2/21/2023 2:01:43 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 2/24/2023 8:50:50 AM. Comments: Fiscal note is attached.

Approved by Executive Office Approver Sylvya Stevenson on 2/24/2023 11:03:52 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 3/2/2023 1:37:15 PM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a contract with the Jackson County Board of Services for the Developmentally Disabled to provide for partial funding of various programs of the Parks + Rec Department's Special Population Services Division.

RESOLUTION NO. 21181, March 7, 2023

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Parks + Rec Department has applied to the Jackson County Board of Services for the Developmentally Disabled – EITAS, for funding assistance for the Department's Special Population Services Division in 2023; and,

WHEREAS, the Board has agreed to provide a maximum sum of \$200,000.00 pursuant to the attached Recreational Services Contract to assist the Division with its programming, which is based on how learned social, physical, athletic, and developmental skills transfer into the individual's every day and vocational life; and,

WHEREAS, execution of this contract with the Board is in the best interest of the health, safety, and welfare of the citizens of the County; now therefore,

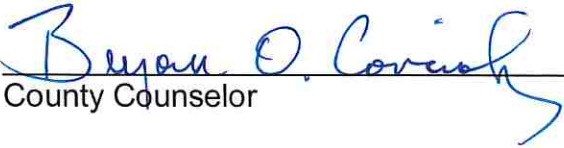
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached contract with the Jackson County Board of Services for the Developmentally Disabled.

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. 21181 of March 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

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into as of this 1st day of January 2023 between Developmental Disability Services of Jackson County - eitas ("Covered Entity") and Jackson County Parks + Rec Special Populations ("Business Associate").

WHEREAS, the parties to this Agreement have a relationship ("Engagement") wherein Business Associate provides services to Covered Entity that require Covered Entity to disclose certain information to Business Associate, some of which may constitute Protected Health Information;

WHEREAS, as a result, Covered Entity and Business Associate acknowledge that each party has certain obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, including those provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), and the regulations implementing the requirements to maintain privacy and security of Protected Health Information found at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA Regulations"); and

WHEREAS, the parties intend this Agreement to satisfy and reflect compliance with those obligations.

NOW THEREFORE, in consideration of the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Unless otherwise provided in this Agreement, capitalized terms and phrases that are used herein shall have the same meanings as set forth in the HIPAA Regulations, implementing the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), which definitions are incorporated into this Agreement by reference.

2. Permitted Use and Disclosure of PHI. Business Associate shall only Use or Disclose Protected Health Information ("PHI") received from, or created or received on behalf of, Covered Entity consistent with the "minimum necessary" requirements applicable to covered entities set forth in 45 C.F.R. § 164.514(d) and only:

- a) As Required By Law or as permitted or required by this Agreement or Business Associate's services arrangement with Covered Entity (the "Engagement"), but not, pursuant to 45 C.F.R. § 164.502(a)(3), in such a manner that would violate 45 C.F.R. Part 164 if done by Covered Entity;
- b) In circumstances in which PHI has been de-identified in accordance with 45 C.F.R. § 164.514(a)-(c);
- c) To provide Data Aggregation services related to the Health Care Operations of Covered Entity, to the extent that such services are included within the Engagement; and

- d) For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the Person to whom the information is disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purposes for which it was disclosed to the Person, and the Person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

3. Obligations and Activities of Business Associate. Pursuant to 45 C.F.R. §§ 164.504 & 164.314, Business Associate shall:

- a) Implement policies, procedures and safeguards to comply with Subpart E of 45 C.F.R. Part 164 and use appropriate Administrative, Physical, and Technical Safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent Use or Disclosure of PHI other than as provided by this Agreement;
- b) As soon as reasonably practical, but not later than three (3) business days following discovery thereof, report to Covered Entity any Security Incident or Use or Disclosure of PHI not specifically permitted or required by this Agreement of which Business Associate becomes aware, including any Breach of Unsecured PHI as required by 45 C.F.R. § 164.410, and cooperate with Covered Entity in assessing and mitigating any harmful effects resulting therefrom. Notwithstanding anything to the contrary in the Engagement, Covered Entity reserves the right to obtain reimbursement from Business Associate for Covered Entity's costs in preparing and providing notifications, including, but not limited to, credit monitoring services, and/or other costs incurred by Covered Entity deemed reasonably necessary by Covered Entity to notify its members of a Breach by Business Associate or its subcontractor;
- c) In accordance with 45 C.F.R. §§ 164.308(b)(2) & 164.502(e)(1)(ii), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree, pursuant to a written contract, to the same requirements, restrictions, and conditions that apply to Business Associate with respect to such information;
- d) Within ten (10) business days following a request from Covered Entity, make PHI in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524;
- e) Make any amendments to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526 and take any other measures necessary to satisfy Covered Entity's obligations thereunder;
- f) Maintain and make available to Covered Entity, within ten (10) business days

following a request therefor, the information required to provide an accounting of disclosures necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;

- g) To the extent Business Associate is to carry out one or more of Covered Entity's obligations with respect to the privacy or security of PHI, comply with the applicable HIPAA Regulations in the performance of such obligations; and
- h) Pursuant to 45 C.F.R. §§ 160.310(c) & 164.502(a)(4)(i), make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received on behalf of, Covered Entity available to the Secretary of Health and Human Services.

4. Term and Termination.

- a) **Term.** The term of this Agreement shall be effective as of the effective date of the Engagement, or as of the date Business Associate first receives or creates PHI from or on behalf of Covered Entity, whichever occurs first, and, unless sooner terminated as provided herein, shall continue in effect until the termination of the Engagement.
- b) **Termination.** Pursuant to 45 C.F.R. § 164.504(e)(2)(iii), Covered Entity may at any time terminate this Agreement if Covered Entity determines, in its sole discretion, that Business Associate has violated a material term of this Agreement or any of its required obligations under the HIPAA Regulations.
- c) **Obligations Upon Termination.** Upon the termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from, or created or received on behalf of, Covered Entity that Business Associate (or its agents or Subcontractors) maintains in any form and retain no copies thereof.
- d) **Survival.** This Section 4 shall survive the termination of this Agreement.

5. Miscellaneous.

- a) **Regulatory References.** Any reference in this Agreement to a section of the HIPAA Regulations means the section as in effect or as amended.
- b) **Relationship of Parties.** Business Associate is an independent contractor and not an employee or agent of Covered Entity. The parties agree and acknowledge that Covered Entity does not have control over, nor the authority to direct, the operational activities or conduct of Business Associate.
- c) **Construction and Amendment.** The parties agree to amend this Agreement from time to time as is necessary for compliance with the HIPAA Regulations and any other applicable law. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Regulations. In the event one or more of the

provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall be unaffected. This Agreement supersedes all prior agreements and understandings between the parties relating to the subject matter hereof and may only be modified in writing.

- d) **Waiver.** A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- e) **Documentation.** Business Associate shall maintain all information and documentation relating to the Engagement and this Agreement for such periods as required by the HIPAA Regulations.
- f) **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, its agents, and its Subcontractors available to Covered Entity, at no cost, to testify as witnesses or otherwise in the event of litigation or administrative proceeding against Covered Entity or its directors, officers, or employees based upon a claimed violation of HIPAA or the Health Information Technology for Economic and Clinical Health Act, except in circumstances in which Business Associate is named as an adverse party.
- g) **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, any rights, remedies, or obligations upon any person other than the parties hereto and their respective successors or assigns.
- h) **Notices and Reporting.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed delivered at the time it is hand-delivered or deposited in the U.S. Mail, postage prepaid, certified, or registered mail, return receipt requested, and addressed to the recipient's address as set forth below. Changes to such addresses may be made by written notice as provided in this Section.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed as of the date set forth above.

Covered Entity:

By: *George McNamee*

Print Name: _____

Title: _____

Address: _____

Business Associate:

By: _____

Print Name: _____

Title: _____

Address: _____

Recreational Services Contract

This Recreational Services Contract (the “Contract”) is made by Developmental Disability Services of Jackson County – Eitas, a governmental body (“Eitas”) organized pursuant to Chapter 205 of the Revised Statutes of Missouri (as amended from time to time, the “Statutes”), and the nonprofit corporation (“Provider”) identified on the Specific Terms of Recreational Services Contract that constitutes the Addendum to this Contract (the “Addendum”). The parties acknowledge and agree as set forth herein.

1. Acknowledgements

Provider has submitted a proposal to Eitas regarding the provision by Provider of Recreational Services to “Eligible Persons” (as defined in Section 7(a) of this Contract), which services are designed to enable Eligible Persons and other persons with disabilities to progress toward typical living and to develop their capacity, performance, and relationship with other persons (the “Proposal”).

Eitas is willing to provide financial assistance to Provider, in accordance with and subject to the terms and conditions of this Contract, to support the provision of these services.

2. Representations and Warranties

a) Provider represents warrants and expressly agrees to and with Eitas that:

(i) Provider’s name, office address and other identifying information as set forth on the Addendum are true and correct;

(ii) Provider is a Missouri nonprofit corporation and a “public benefit” corporation as such term is used in Chapter 355 of the Statutes, and Provider has the corporate power and authority necessary for it to enter into this Contract and provide the “services” (as defined in Section 3(d) of this Contract);

(iii) Provider is recognized by the Internal Revenue Service as an organization that is tax-exempt under Section 501(a) of the Internal Revenue Code of 1986 (the "Code") because it is described in Section 501(C)(3) of the Code, and Provider is not a private foundation under Section 509 of the Code;

(iv) Provider's actions in entering into this Contract and performing the services are consistent with Provider's tax-exempt purposes;

(v) Provider is accredited by a national accreditation agency or an appropriate state or local regulatory agency as agreed to by Eitas in advance of the accreditation process;

(vi) Provider has all licenses and permits necessary to provide the services; and

(vii) All information that Provider has provided to Eitas either prior to or contemporaneously with the signing of this Contract, including the documents furnished by Provider to Eitas as described in the Addendum, is true and correct.

(b) Provider shall promptly provide written notice to Eitas' Agency Relations Supervisor each time that any of the representations, warranties, and agreements made in Section 2(a) ceases to be completely true and correct.

3. Services Provided Under Contract

(a) The parties agree that Provider shall perform the services described in the Proposal, but subject in all respects to the terms and conditions of this Contract.

(b) Without limiting the generality of the foregoing provisions regarding the services that are to be performed by Provider, Provider shall provide individualized programs for Eligible Persons and other persons with disabilities that are designed to enable such persons to progress toward typical living and to develop their capacity, performance, and relationships with other persons.

(c) Also, without limiting the generality of the foregoing provisions regarding the services that are to be provided by Provider, Provider shall perform each of the tasks, if any, described in the Addendum prior to the end of the time period that is applicable to such task, if any, as set forth in the Addendum; provided if no such time period is indicated, Provider shall complete such task during such time period as agreed to by Eitas and Provider from time to time.

(d) Whenever input or approval of Eitas is required or should be obtained in connection with the performance of any services or tasks to be performed by Provider under Sections 3(a), 3(b) or 3(c) (collectively the "Services"), the input or approval of Eitas shall only be considered to have been obtained or given if input or approval is obtained from or given by Eitas' Executive Director or Agency Relations staff in writing.

(e) The Services will be provided primarily at Provider's facilities listed in the Addendum and in the community. The Provider may not, without Eitas' prior written consent, subcontract with others to perform the Services. If subcontractors are used, a letter stating the names of the agencies being used as subcontractors and the stated purpose for their use must be sent to Eitas with this signed contract. Permission to use subcontractors will not be unduly withheld by Eitas.

4. Time Period for Provision of Services – Term

(a) Provider shall provide the Services during each month of the fiscal year set forth on the Addendum (such months, collectively, the "Term").

(b) All of the representations and warranties made by Provider in this Contract shall be true and correct during the Term. All obligations of Provider under this Contract shall be in effect during the Term. Provider's obligations under this Contract shall continue in effect following the end of the Term to the extent necessary to effectuate the express provisions of this Contract (*e.g.*, Provider's obligation under Section 6(e) of this Contract to provide to Eitas a list of all persons served in its Recreational Services).

5. **Compensation: Expenses**

(a) As full payment for the performance of the Services, and as full consideration for the other representations, warranties, and agreements made by Provider herein, Eitas will pay Provider a specific amount of compensation with respect to each Eligible Person served by Provider; provided, the amount of compensation paid by Eitas to Provider under this Contract with respect to the Term shall not exceed a specified maximum amount. The amount of compensation to be paid under this Contract, during the Term is set forth on the Addendum. Eitas will not separately reimburse Provider for any out-of-pocket expenditures incurred by Provider.

(b) Provider shall, within 15 days following the end of each month during the Term, deliver to Eitas' Accounting Department an invoice for compensation due under this Contract for the preceding month. Invoices received after the 15th day of the following month will not be paid. Each such invoice shall provide information about the Services provided under this Contract for the preceding month that is sufficient for Eitas to confirm the amount of compensation owed by Eitas to Provider for such month, and each such invoice shall be signed by an appropriate official of Provider and shall be certified by Provider to Eitas as being true and correct. Eitas and Provider shall agree upon a standard form invoice to be used by Provider ("Standard Invoice"). Without limiting the generality of the foregoing sentence, each invoice delivered by Provider to Eitas shall use the invoice template provided by Eitas and shall:

(i) Include a list of the names of all Eligible Persons who were served by Provider during the prior month that shows the days served for each such Eligible Persons, and

(ii) Include notification of any transfers of an Eligible Person from Provider's Recreational Services to any other Eitas-funded Recreational Services.

(c) Eitas shall pay each Standard Invoice that satisfies the requirements of Section 5(b) within 30 days after it receives such invoice from Provider; provided, no further payments shall be made by Eitas to Provider after the maximum amount of

compensation that may be paid under this Contract (either for the Term or for any month during the Term) as referred to in Section 5(a) has been paid.

(d) The following provisions of this Section 5(d) shall apply notwithstanding the provisions of Sections 5(a) through 5(c).

(i) In the case of any Standard Invoice that does not satisfy the requirements of Section 5(b), Eitas may notify Provider of the deficiencies and refuse to pay such invoice until Provider submits a new invoice that satisfies such requirements or otherwise corrects the deficiencies to Eitas' satisfaction.

In the case of mathematical or other similar errors in the invoices submitted by Provider to Eitas, Eitas may correct such errors and pay to Provider the corrected amounts. In the case of other errors in the invoices submitted by Provider to Eitas, Eitas may if it so desires make any appropriate inquiries of Provider regarding the subject matter of the errors and, after consideration of the errors and any information provided by Provider in response to any such inquiries, may correct such errors and pay to Provider the corrected amounts.

(ii) If the Services are not provided to the reasonable satisfaction of Eitas, then Eitas shall not owe Provider the compensation that is described in Sections 5(a) through 5(c).

(e) If Eitas determines that compensation provided by Eitas is funding the participation in Provider's services of persons other than Eligible Persons, in breach of the provisions of Section 7(b), then Eitas may reduce the amount of any payment made by it to Provider to cure this breach and notify Provider of its action in a timely manner.

In addition, Eitas may reduce the amount of any payment made by it to Provider in payment of an invoice by the amount of any overpayment made by Eitas in payment of a prior invoice (taking into account any adjustments in the amount of the prior invoice made by Eitas under the provisions of this Contract, including adjustments made after such invoice has been paid).

6. Accountability

(a) Provider shall use the compensation paid to it by Eitas to provide the Services, and Provider shall account to Eitas for Provider's use of such compensation.

(b) Provider shall provide to Eitas' Agency Relations Supervisor, within 90 days after the end of Provider's fiscal year, a copy of: Provider's audited financial statements for such year and the report of Provider's independent certified public accounting firm regarding its opinion of Provider's financial position based upon its audit of such financial statements; and a management letter provided by such independent certified accounting firm.

Provider shall provide to Eitas' Agency Relations Supervisor, within 45 days after the end of each other calendar quarter during the Term, a copy of Provider's unaudited financial statements for such quarter, including a statement of financial position, a statement of revenues and expenditures, a statement of changes in cash flows, and a statement showing changes in equity.

(c) Provider will present to Eitas' Agency Relations Supervisor within 10 days of completion a copy of an annual program evaluation report for any accreditation or licensure entity used in the assessment of the effectiveness of services provided to Eligible Persons.

(d) Outcomes Measurement System: As part of its funding contingencies, Eitas requires Provider to implement an agency wide Outcomes Measurement System for Eligible Persons served based upon the Missouri Quality Outcomes. The Provider shall work cooperatively with Eitas' Agency Relations Supervisor in the development, review, evaluation and reporting of these Outcomes. Outcomes submitted to online form provided by Eitas staff quarterly.

Provider shall afford access to Eitas' Agency Relations staff to the premises where persons are served, identified individuals, pertinent records and to the guardian or parent where indicated pursuant to the development, review, evaluation and reporting on successful implementation of the Outcomes Measurement System.

In addition, Provider is to ensure that all staff are trained in and understand the Missouri Quality Outcomes and their significance in working successfully with individuals with intellectual and developmental disabilities.

Provider shall deliver to Eitas' Agency Relations Supervisor within 15 days of the end of the Provider's fiscal year a report detailing the results of their Missouri Quality Outcomes plan.

(e) Provider shall deliver to Eitas' Agency Relations Supervisor within 31 days after June 30 and December 31 during the Term for the six-month periods ended on such dates, respectively, a list of all Eligible Persons served in its programs to include:

- (i) Full name;
- (ii) Date of Birth;
- (iii) Address (including county and zip code);
- (iv) Disability;
- (v) Percentage of persons served who are Eligible Persons.

(f) Provider shall deliver to Eitas' Agency Relations Supervisor by June 30 and December 31 during the Term for the six-month periods ended on such dates, respectively, a list of all persons who are on the waitlist for services by Provider. Information for each person on the waitlist shall include:

- (i) Full name;
- (ii) Date of Birth;

(iii) Address (*including county and zip code*);

(iv) Disability;

(v) Date individual was added to the waitlist.

(g) Provider shall permit Eitas' Agency Relations staff, Service Coordination staff, and other designated staff to have access to Provider's facilities at any time during business hours and from time to time.

Without limitation, Eitas' representatives shall be given an opportunity, at any time and from time to time upon request, to observe Eligible Persons as they participate in Provider's programs.

(h) Provider shall permit Eitas' Agency Relations staff or other designated representatives to inspect at any reasonable time Provider's financial books and records, and any other records that are related in any way to Provider's compliance with the terms of this Contract, and Provider shall permit Eitas' representative to make copies of any such books and records.

Notwithstanding the preceding sentence, it is expressly agreed that Provider will not provide any information to Eitas if and to the extent that providing such information would violate the provisions of the Health Insurance Portability and Accountability Act, (HIPAA). Provider shall maintain the confidentiality of all nonpublic information regarding Eligible Persons and other persons with disabilities that comes into its possession as a result of providing the Services.

(i) In the event that Eitas representatives (this includes the Eitas Executive Director, Agency Relations, or the Eitas Facility and Maintenance Coordinator) become aware of problems or observe situations that are detrimental to Eitas funded persons, Eitas will provide a written report to Provider detailing the issues.

A written response including an action plan and persons responsible for resolution shall be presented to Eitas' Agency Relations Supervisor within an agreed upon timeframe.

Failure to address problems and issues brought to the attention of Provider may result in withholding or suspension of Eitas funding. Problems or situations determined to be detrimental by Support Coordinators shall be handled as prescribed by the Department of Mental Health (“DMH”), Developmental Disability Division (“DDD”) procedures and policies.

A copy of any critical improvement plans or operational improvement plans required by DMH – DDD or other authorities shall be given to Eitas’ Agency Relations Supervisor for review, who may suspend payments to Provider based upon the seriousness of the problems detailed in the plan until such problems are satisfactorily resolved.

7. Provider’s Operations

(a) The term “Eligible Persons” for purposes of this Contract includes any person who is a resident of Jackson County, Missouri and has a primary diagnosis of a developmental disability. For purposes of the preceding sentence, a developmental disability means either or both of:

(i) A disability which is attributable to an intellectual disability, cerebral palsy, autism, epilepsy, a learning disability related to a brain dysfunction or similar condition found by comprehensive evaluation to be closely related to such conditions, or to require services similar to that required for an intellectual disability which originated before age 22 and which can be expected to continue indefinitely; and

(ii) A developmental disability as defined from time to time in Section 630.005 of the Statutes. Persons with a primary diagnosis of a mental illness shall not be deemed eligible for Eitas funding.

(iii) Determinations of who is a resident of Jackson County, Missouri and an Eligible Person shall, in situations in which there is doubt, and for all purposes of this Contract, be made by Eitas.

(b) The only participants in Provider's Recreational Services that will be funded by Eitas and may be served by Provider under this Contract are Eligible Persons. However, Provider may serve other persons who have disabilities in these programs.

(c) Provider shall provide to Eitas' Agency Relations Supervisor, when requested, a copy of all policies and procedures manuals, and all supplements and amendments thereto, adopted by Provider after this Contract is made, in each case promptly after adoption.

(d) Provider will comply with all local, state, and federal law. Provider will not discriminate against any Eligible Person on the basis of age, sex, religion, race or ethnicity, disability, sexual orientation, or financial status. Provider shall maintain in effect an affirmative action policy, a sexual harassment policy, and a drugs and alcohol policy that are acceptable to Eitas and, in the case of the drugs and alcohol policy, satisfies all applicable standards for such policies applicable to drivers established by any transit authority with jurisdiction over Provider. Provider will not use or permit the use of Eitas-owned facilities for religious purposes.

(e) Provider shall submit to Eitas' Executive Director and Agency Relations staff written notice of:

(i) The death of an Eligible Person;

(ii) A serious accident involving an Eligible Person;

(iii) A life-threatening illness of an Eligible Person;

(iv) The making of any formal allegations of mistreatment of Eligible Person; and

(v) Notice of any investigation including but not limited to misuse of funds of an Eligible Person, abuse, neglect,

death, or other investigation initiated by the DMH, The DESE or any accreditation or regulatory or other investigatory body with similar status, in each case with 24 hours after the Provider becomes aware of the occurrence of such event. Provider shall complete Eitas' approved online Event Report form which goes directly to the Eitas Executive Director and Agency Relations Staff.

In addition, Provider shall furnish Eitas' Executive Director and the Agency Relations staff copies of:

- (i) Any and all reports issued by an investigatory agency promptly but to not exceed five work days of receipt concerning their respective findings;
- (ii) Any corrective action plan or quality improvement plan or recommendations issued to Provider as a result of an investigation; and
- (iii) Any other Provider response to an investigation.

Provider also agrees to keep the Eitas' Executive Director and the Agency Relations staff informed as to the course of any investigation and take active steps to secure any documents and/or reports related to an investigation. Provider shall notify Eitas' Executive Director and Agency Relations staff within 24 hours of the occurrence of any event that impacts or might impact adversely on Provider's ability to comply fully with the terms and conditions of this contract.

(f) In order for an individual to be classified as an Eligible Person, such person must have on file with the Provider an evaluation by the Kansas City Regional Office, or by Eitas' authorized staff, that documents such classification. In this regard, Provider shall maintain individual records that include documentation and that specifically include:

- (i) Identification data;
- (ii) The name and address of the personal representative;

- (iii) Pertinent history, diagnosis of disability, rehabilitation goals, and prognosis;
- (iv) Reports from referring sources;
- (v) Reports of service referrals;
- (vi) Necessary reports from outside consultation, and from laboratory, radiology, orthotic, and prosthetic services;
- (vii) Designation of a supports manager for the person (a written policy identifying who is responsible for the supports management of given groups will satisfy this requirement);
- (viii) Evidence of the person's participation in the decision-making process regarding his or her supports (which may occur during an initial evaluation and planning in the selection of specific service methods during the service process in dealing with feedback, and in decisions regarding treatment effectiveness, outcomes, and future plans);
- (ix) The individual's total program plan;
- (x) Reports of person-centered meetings;
- (xi) The individual's total support plan;
- (xii) Treatment plans for each service;
- (xiii) Signed and dated service and progress reports from such service;
- (xiv) Correspondence pertinent to the person being served;
- (xv) In cases in which information and/or photographs have been released or used, signed and dated authorizations from the person served or the parent or guardian or other personal

representative as appropriate approving such release or use;

(xvi) Discharge reports; and

(xvii) Follow-up reports.

(g) In the event that Provider is considering expulsion of an Eitas funded person from services, Eitas Agency Relations staff must be notified before any action is taken for consultation and assistance in handling the issues with the person to try to avoid expulsion and pursue acceptable options.

8. Accreditation/Licensure

(a) Provider shall maintain at all times accreditation by a national accreditation agency or a licensing or certifying state or local regulatory agency approved by Eitas prior to the accreditation process.

(b) Provider shall provide to Eitas' Agency Relations Supervisor on an annual basis, and more frequently if requested by Eitas, proof of accreditation or licensure or certification as required by Section 8(a) and all related reports provided to Provider by accreditation agencies or state or local regulatory agencies. Provider shall further provide to Eitas' Executive Director and the Agency Relations staff copies of:

(i) All information provided by Provider to accreditation agencies or state or local regulatory agencies in connection with obtaining or renewing accreditation or license or certificates;

(ii) All plans of correction or other similar documents issued to or prepared by Provider in connection with the accreditation or licensure or certification process, and

(iii) Any or all changes in the Provider's accreditation or licensure or certification status, in all cases within five days after such documents become available.

In addition, Provider will promptly notify Eitas' Executive Director of all interviews, investigatory meetings or other similar meetings with representatives of accreditation agencies or state or local regulatory agencies as soon as such meetings are scheduled, and Provider shall invite Eitas' Executive Director and the Agency Relations staff to attend any such meetings.

9. **Attributions**

All publications, reports, and other documentation issued or published by Provider that relate to the Services shall include a statement to the effect that such Services were provided in part with funds provided by Eitas to Provider.

Provider agrees to work with Eitas in good faith to assure that such attributions, if any, include the use of Eitas' logo, if requested by Eitas, and otherwise, are acceptable to Eitas.

10. **Insurance**

(a) During the Term, Provider (Jackson County) shall maintain a Self-Insured Policy throughout the time of this contract.

Such policy or policies shall also provide public liability insurance covering both malpractice and errors and omissions. Such policies must provide contractual coverage and include employees, Board members, and volunteers of Eitas as additional insured.

Coverage must apply to medications. Sexual molestation and physical abuse must be included at least for defense coverage.

(b) Provider shall cause Eitas to be named as an additional insured under Provider's liability insurance policy or policies, with minimum limits as specified in Sections 10(a) and 10(b). Such policies shall provide that they may not be canceled or altered without at least 30 days' prior written notice to Eitas.

(c) Provider shall furnish Eitas with certificates of insurance or other acceptable evidence that the insurance policies required by Sections 10(a) and 10(b) are in effect each time that there is any change in any such policy.

11. Contact with Eligible Persons

(a) Notwithstanding that Provider is an independent contractor and not a partner or agent of Eitas; the parties agree that Eitas has an interest in Provider's interaction with Eligible Persons. In this regard the following provisions shall apply.

(b) Provider represents and warrants to Eitas that neither it nor any of its owners, directors, officers, employees or agents has ever engaged in any conduct that constituted abuse, neglect, or endangerment or similar conduct of an Eligible Person.

(c) Provider further represents and warrants to Eitas that its owners, directors, officers, employees, and agents who come into contact with Eligible Persons in the course of Provider's performance under this Contract will have been carefully chosen including the use of background checks conducted by a qualified independent third party, so as to minimize any risk of harm to Eligible Persons occurring in the course of such contact.

12. Authorization

Provider represents and warrants to Eitas that the individual who signs this Contract on behalf of Provider is authorized to do so and such individual by signing this Contract individually so represents and warrants.

13. Indemnification

Both during and after the termination of this Contract Provider shall protect, save, and keep Eitas, and each of its directors, officers, employees, and other representatives, harmless from and indemnify them against any and all claims, demands, actions, damages, losses, costs, judgments, penalties, expenses, and liabilities of any kind or nature (including attorney's fees and disbursements) that arise out of or in connection with Provider's performance under this Contract or any breach by Provider of any representation, warranty or agreement made by Provider herein. The provisions set forth in this Section 13 shall survive the termination of this Contract.

14. Relationship of Parties

(a) The parties acknowledge their mutual understanding that the relationship created hereby is an independent contractor relationship and that nothing contained herein shall create (or be represented by the parties as having created) the relationship of partners, principal and agent, employer and employee, or any association other than contracting parties under this Contract.

Eitas shall not have the right to control Provider as to the specific means or manner in which Provider discharges its duties hereunder and Provider shall not have the power or authority to bind or obligate Eitas in any manner whatsoever.

Nothing in this Contract shall prevent Provider from performing services for any other person or engaging in other endeavors, to the extent that such performance or engagement does not interfere with the services that Provider has agreed to perform for Eitas.

Furthermore, the parties expressly acknowledge and agree that neither Provider nor its employees is entitled to any benefits provided by Eitas to its employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacation, sick leave or other leave, retirement plans, and health plans, and that Eitas has no obligation to provide worker's compensation coverage for Provider.

(b) It is understood and agreed that since Provider is an independent contractor, it will be Provider's responsibility to provide workers' compensation for its employees who perform services for Provider pursuant to this Contract and to make required FICA, FUTA, income tax withholding, or other payments related to such employees and to provide Eitas with suitable evidence of the same whenever requested.

In the event of any claims brought or threatened by any party against Eitas relating to the status, acts, or omissions of Provider or its personnel, Provider agrees to cooperate in all reasonable respects, including supporting the assertions of independent contractor status made in this Contract.

15. **Termination**

The following provisions shall govern the termination of this Contract:

(a) This Contract may be terminated by Eitas prior to the end of the Term upon 10 days prior written notice to Provider in the event that:

(i) In the sole judgment of Eitas Provider has failed to perform the Services in a satisfactory manner; or

(ii) Provider breaches any provision of this Contract; provided, however, that Eitas must first give written notice to the Provider containing details of the breach and allowing the Provider reasonable opportunity to cure the same. If the deficiencies are not cured within an agreed upon time period, Eitas will notify Provider in writing that the contract is terminated on a specific date;

(iii) In the sole judgment of Eitas, the funding available to Eitas during the term is significantly less than had been anticipated by Eitas at the time the Contract was made and the reduction in funding causes continued performance under the Contract by Eitas to be fiscally imprudent.

(b) This Contract may be terminated by Provider prior to the end of the Term upon 10 days written notice to Eitas in the event Eitas breaches any provision of this Contract.

(c) The termination of this Contract shall not affect any rights or obligations that arose prior to such termination.

(d) Without limiting the generality of the foregoing, upon the termination of this Contract Eitas' obligations to pay compensation to Provider shall cease, except that Eitas shall make payments to Provider in accordance with the provisions of Sections 5(a) through 5(e) (including in particular the provisions of Section 5(d) for work done prior to termination).

Also without limiting the generality of the foregoing, upon the termination of this Contract Provider's accountability obligations set forth in Sections 6(b) through 6(d) shall continue in effect.

16. Notices and Documentation

Any notices or documentation required or permitted to be given under this Contract shall be in writing and considered given when delivered personally or sent by facsimile or email, upon receipt of electronic confirmation of delivery, or five days after it is mailed by registered or certified mail (return receipt requested), to a party at its respective address listed below, or to such other address as either party may designate by notice to the other.

If to Eitas: Developmental Disability Services of Jackson County – eitas
 attn: Agency Relations
 8511 Hillcrest
 Kansas City, MO 64138

If to Provider: Name and address set forth in the Addendum

17. Miscellaneous

(a) This Contract shall be governed by Missouri law.

(b) This Contract and all exhibits and attachments constitutes the parties entire agreement and supersedes all prior agreements, understandings, and proposals (whether oral or written) concerning the matters specified herein.

(c) No waiver or modification of any of the terms or conditions hereof shall be valid or binding unless in writing and signed by the parties. No waiver by either party hereto of any breach of

the Contract shall be deemed a waiver of any further breach or in any way affect any other terms or conditions hereof.

(d) This Contract shall be binding upon and inure to the benefit of Eitas and Provider and their respective successors. Provider acknowledges that the Services to be performed under this Contract are of a personal nature, and therefore agrees that this Contract shall not be assigned by Provider (other than its right to receive monies), to any other person or entity without the prior written consent of Eitas. Any assignment in violation of this provision shall be null and void.

(e) There are no third-party beneficiaries of this Contract. No third party shall have any rights or claims with respect to or against either of the parties to this Contract under or by reason of the provisions of this Contract.

(f) Any variations in the foregoing provisions applicable to this Contract are set forth in the Addendum.

The parties have executed this Contract to evidence their intent that it be a binding contract.

Developmental Disability Services of Jackson County – Eitas

By: Jorgi McNamara
Jorgi McNamara, Executive Director

Date: February 14, 2023

Agency Name

By: _____

Printed Name:

Date: _____, 20____

-

Addendum

Specific Terms of Recreational Services Contract

Provider Information: (First Paragraph and Section 2(a)(i) of Contract)

Name of Provider: Jackson County Parks + Rec

Address of Provider: 22807 Woods Chapel Road, Blue Springs MO 64015

Telephone: 816-503-4872

Documents: Provided by Provider to Eitas Prior to or contemporaneously with Signing of Contract (Section 2(a) (vii) of Contract)

The following documents have been provided by Provider to Eitas prior to or contemporaneously with the execution of the Contract:

- Certificates of insurance evidencing the policies required by Section 10 of the Contract
- A listing of all training routinely required for all staff

Services: (Section 3(c) of Contract)

Specific tasks to be performed by Provider are addressed in the Proposal dated September 6, 2022 and approved by the Eitas Board of Directors on November 15, 2022 as required by Section 3(b) of this Contract.

Contingency items that must be performed are:

1. Eitas is committed to funding programs that promote choice, opportunity, independence, and inclusion for citizens of Jackson County who have I/DD. In an effort to move to more inclusive services and supports within programs it is required that the JCP+R Special Populations Program work with the Agency Relations Department at eitas to develop a plan for future requested funding that includes opportunities for all people to participate in fully inclusive settings with community members.
2. If Provider has requested to use Eitas funding to purchase specific items, hire specific staff positions or use funding in directed ways, Eitas may require proof that those funds were used as the Provider's request stated.
3. New persons employed by the Provider must be approved as eligible prior to any request for funds for that individual. Determination of a person as an Eligible Person for Eitas funding shall be determined solely by Eitas Intake Staff.

Location of Facilities: (Section 3(e) of Contract)

Names(s) and addresses of Provider's facilities:

22807 Woods Chapel Road

Blue Springs, MO 64015

Fiscal Year: (Section 4 of Contract)

Fiscal Year: January 1, 2023 to December 31, 2023

Compensation:

Jackson County Parks + Rec will be reimbursed up to a maximum \$200,000.00 to utilize during implementation of the JCP+R Activities for those with IDD in Jackson County. Reimbursement will be made following the presentation of receipts for the expenses submitted and verification of the activities attended by eitas eligible adults.

Projected number of persons served: 377

Maximum compensation to Provider Location for Term: \$200,000

Maximum Total Compensation to Provider for all services for Term: \$200,000

Name and Address of Provider for Notice Purposes: (Section 16 of Contract)

Jackson County Parks + Rec
22807 Woods Chapel Road
Blue Springs, MO 64015
Attn: Tina Spallo

Variations in Contract Provisions: (Section 17(f) of Contract)

None

Request for Legislative Action

Res. #21181
Sponsor: Charlie Franklin
Date: March 7, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21181
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	3/7/2023

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing the County Executive to execute a contract with Developmental Disability Services of Jackson County-EITAS.

Request Summary
Resolution authorizing the County Executive to execute a contract with Developmental Disability Services of Jackson County-EITAS, accepting partial funding of various programs of the Parks + Rec Department's Special Population Services Division for 2023. The EITAS Board has agreed to provide up to \$200,000 for these services for the term of this contract, January 1, 2023-December 31, 2023.

Contact Information			
Department:	Parks + Rec	Submitted Date:	2/21/2023
Name:	Tina Spallo	Email:	TSpallo@jacksongov.org
Title:	Superintendent of Recreation	Phone:	816-503-4872

Budget Information			
Amount authorized by this legislation this fiscal year:	\$200,000		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$200,000		
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:
20873	February 14, 2022

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: Contract is with another government agency	
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

History

Submitted by Parks + Rec requestor: Tina Spallo on 2/21/2023. Comments:

Approved by Department Approver Susan I. Kinnaman on 2/21/2023 11:20:37 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 2/21/2023 12:08:47 PM.
Comments:

Approved by Compliance Office Approver Jaime Guillen on 2/21/2023 12:39:43 PM. Comments:

Approved by Budget Office Approver Mark Lang on 2/27/2023 11:07:57 AM. Comments: County is receiving money for this.

Approved by Executive Office Approver Sylvya Stevenson on 2/27/2023 11:44:00 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 3/2/2023 1:38:25 PM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the leasing of golf cars for use by the Parks + Rec Department to M & M Golf Cars of Lee's Summit, MO, at an actual cost to the County in the amount of \$3,500.00

RESOLUTION NO. 21182, March 7, 2023

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Parks + Rec Department has a need to lease golf cars for use at the three campgrounds for the upcoming spring and summer seasons and for other events as needed; and,

WHEREAS, pursuant to section 1030.5 of the Jackson County Code, the Director of Finance and Purchasing recommends the approval of the attached Special Event Lease Agreement with M & M Golf Cars of Lee's Summit, MO, at an actual cost to the County in the amount of \$3,500.00; and,

WHEREAS, the recommended lease contains provisions that require legislative approval; now therefore,

BE IT RESOLVED that the Director of Finance and Purchasing be and is hereby, authorized to execute for the County the attached lease agreement with M & M Golf Cars; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the lease.

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. 21182 of March 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

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 300 1652 58203
ACCOUNT TITLE: Park Enterprise Fund
Registration and Permits
Golf Cart Lease
NOT TO EXCEED: \$3,500.00



Date



Chief Administrative Officer

Special Event Lease Agreement - 1 Month to Year

Lease agreement between M & M Golf Cars, L.L.C. of Mexico, Lees Summit, O Fallon, Missouri, Bettendorf, Iowa and Andover, Kansas (LESSOR) and *MO 64015 Jackson County Parks 22801 Woods Chapel Rd Blue Springs 5* (LESSEE).

Lessor agrees to furnish golf cars to the above named Lessee on *4/01 - 9/30 Longview 4/01 - 10/31 Blue Springs & Jacampo*

#Of Cars	Price per Car	#Of Months	Extension
#Of Trucks <i>3</i>	Price per Truck <i>\$175</i>	#Of Months <i>20</i>	Extension <i>\$3500</i>
#Of 4-Pass	Price per 4-Pass	#Of Months	Extension
#Of 6-Pass	Price per 6-Pass	#Of Months	Extension
#Of A.D.A.	Price per ADA	#Of Months	Extension
#Of Amb.	Price per Amb	#Of Months	Extension
#Of Loads	Price per Load	#Of Months	Extension
			Trail Fees
			Sales Tax
			TOTAL <i>\$3500</i>

Lessee agrees to: *(3) Clubcar Golf Cars with belts, windshields & lights*

In consideration of the rental of the above vehicle to me, I agree to return the said vehicle immediately following the completion of the event in as good condition as I received same, normal wear being expected.

I further agree to pay for any damages that are sustained by the said vehicle while the same is in my possession.

I further agree to pay for any damages to the facilities or grounds caused by my use of said vehicle.

I further agree to hold M & M Golf Cars, L.L.C. harmless and to defend it from any and all claims for damages of any nature, whether to myself or to others that may arise from or through the use of said vehicle.

I represent that I am familiar with the operation and use of said vehicle and that I have read the instructions appearing hereon and the instructions appearing on the vehicle. I further represent that I can operate and control the same in accordance with said instructions.

I further agree that in case of complete rainout, and cars have been delivered to lessee's location, Lessee shall pay to Lessor \$ _____.

I further agree to render Lessor harmless if mechanical failure to our equipment prevents delivery.

I further agree to pay for said vehicle as quoted above when cars are delivered.

I further agree that when I sublet the vehicle, that the party or parties that are subletting are familiar with the operation and use of said vehicle and that they have read the instructions appearing hereon and the instructions appearing on the vehicle. I further represent that they can operate and control the same in accordance with said instructions.

I further agree that all operators of the said vehicle will be of age eighteen or older.

~~Lessee certificate of insurance is required covering liability, property damage and physical damage on vehicle. List M & M Golf Cars, LLC as additional named insured and Loss Payee.~~

All rental vehicles must be returned to designated rental area for pickup at the end of rental period or an additional rental will be charged.

With complete agreement to the above, the following signatures will make this agreement binding of both parties and need not be witnessed.

Lessor M & M Golf Cars, L.L.C. By *[Signature]* Date *2/01/23*

Lessee X By X Date X

Please advise arrival time required _____ AM/PM on _____.

This lease agreement will be voided if one copy is not returned, signed and dated by _____, and a deposit of \$ _____ to hold vehicles in your name, balance due on delivery of cars \$ _____.

County is self insured

Request for Legislative Action

Res. #21182

Sponsor: Charlie Franklin

Date: March 7, 2023

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21182
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	3/7/2023

Introduction

Action Items: ['Award']

Project/Title:

Awarding a contract for the leasing of golf cars for use by Parks + Rec to M & M Golf Cars in the amount of \$3,500.

Request Summary

Jackson County Parks + Rec leases 3 golf cars for use by the Blue Springs, Jacomo and Longview Campgrounds for the 2023 season. The company has submitted a Special Event Lease Agreement that needs approval by the Legislature due to an indemnification clause stated in the agreement. The total cost of 1 car for April 1 - Sept 30 and 2 cars for April 1 - Oct 31 will be \$3,500. The dollar amount of the agreement is within section 1030.5 of the Jackson County Code.

Contact Information

Department:	Parks + Rec	Submitted Date:	2/22/2023
Name:	Dianne L. Kimzey	Email:	DKimzey@jacksongov.org
Title:	Deputy Director of Enterprise Operations	Phone:	816-503-4825

Budget Information

Amount authorized by this legislation this fiscal year:	\$3,500		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$3,500		
Is it transferring fund?	No		
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
300 (Park Enterprise Fund)	1652 (Registration and Permits)	58203 (Golf Cart Lease)	\$3,500

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20897	March 14, 2022

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Other
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information
•

Request for Legislative Action

History

Submitted by Parks + Rec requestor: Dianne L. Kimzey on 2/22/2023. Comments:

Approved by Department Approver Susan I. Kinnaman on 2/22/2023 2:36:42 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 2/23/2023 9:55:11 AM. Comments:

Returned for more information by Compliance Office Approver Ikeela Alford on 2/23/2023 11:15:09 AM. Comments: Vendor is not in compliance. Instructions for vendor will be emailed to department.

Submitted by Requestor Dianne L. Kimzey on 2/23/2023 11:36:28 AM. Comments:

Approved by Department Approver Susan I. Kinnaman on 2/23/2023 12:49:51 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 2/23/2023 2:14:44 PM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 2/23/2023 2:18:48 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 2/27/2023 11:36:33 AM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 2/27/2023 12:01:10 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 3/2/2023 1:39:20 PM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a permanent utility easement in favor of the Kansas City, Missouri Water Department across certain County-owned property for a fee payable to the County.

RESOLUTION NO. 21183, March 7, 2023

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, City of Kansas City, Missouri, has requested that the County grant to the City Water Department a permanent waterline utility easement and a temporary construction easement across certain County-owned property located between Raytown Road and the Truman Sports Complex; and,

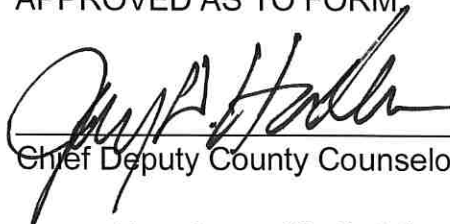
WHEREAS, the Parks + Rec Department has determined that the permanent sewer utility easement will have no adverse effect on County property or operations; and,

WHEREAS, the City of Kansas City will pay the County the sum of \$16,867.94 for the easement, pursuant to chapter 50 of the County Code's provisions regarding easements; now therefore,

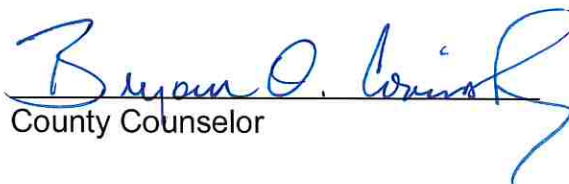
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, the permanent utility easement is hereby approved and that the County Executive is hereby authorized to execute the easement on behalf of the County.

Effective Date: This resolution shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached resolution, Resolution No. 21183 introduced on March 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 Res. #21183
 Sponsor: Charlie Franklin
 Date: March 7, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21183
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	3/7/2023

Introduction
Action Items: ['Authorize']
Project/Title:
A Resolution authorizing the County Executive to execute a permanent utility easement, in favor of the Kansas City, Missouri Water Department on Jackson County Property for a fee payable to the County.

Request Summary
<p>We are requesting that the County Executive be authorized to execute an easement with the Kansas City, Missouri Water Department, for a permanent sewer utility easement and a temporary construction easement. The permanent easement is 6,854.7 square feet. Kansas City has agreed to pay the .20/square foot easement fee of \$1,370.94, the Administrative fee of \$2000, and the Tree Replacement fee of \$13,497.00 for a total of \$16,867.94, pursuant to Chapter 50 rules regarding easements. The easements are located on Jackson County owned property between Raytown Road and the Truman Sports Complex at approximately 4600 Raytown Road, Kansas City, Missouri 64129. This project is part of the KCMO Smart Sewer Program, aimed at improving outdated combined stormwater and wastewater sewer systems.</p>

Contact Information			
Department:	Parks + Rec	Submitted Date:	2/24/2023
Name:	Matt Davis	Email:	mdavis@jacksongov.org
Title:	Rock Island Program Manager	Phone:	816-403-4849

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:

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

History

Submitted by Parks + Rec requestor: Matt Davis on 2/24/2023. Comments: I am unsure if there is any budget relevant action that needs to be taken with this request. We do not intend to put the funds into a budget, so I did not think appropriation was necessary.

Approved by Department Approver Susan I. Kinnaman on 2/24/2023 3:22:32 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 2/24/2023 4:42:50 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 2/24/2023 7:56:55 PM. Comments:

Approved by Budget Office Approver Mark Lang on 2/27/2023 11:09:10 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 2/27/2023 1:55:43 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 3/2/2023 1:40:04 PM. Comments:



JACKSON COUNTY
Parks + Rec

22807 Woods Chapel Road
Blue Springs, Missouri 64015
MakeYourDayHere.com

Michele Newman, Director
(816) 503-4800
Fax: (816) 795-1234

Mr. Richard Snedegar
Acquisition and Survey Group manager
Permitting and Development
Kansas City Water
1001 Harrison St.
Kansas City, MO 64106

Mr. Snedegar,

I'm writing in response to your letter dated February 1, 2023 requesting easements on land owned by Jackson County, Missouri. We have reviewed your request and related documentation and are happy to inform you that your easement request is approved. To complete the easement process I will submit a request to the Jackson County Legislature seeking approval and execution of the easement documents. Upon execution, the City of Kansas City may submit payment for the easements and associated fees. A detailed breakout of fees can be found below. Once payment has been made, the easements will be recorded.

Administrative Fee: \$2000

Temporary Easement: Administrative Fee + Tree Removal Fee

Permanent Easement (Government Entity): 6,854.7 square feet X \$.20 = \$1,370.94

Tree Replacement Fee: \$13,497.00

Total Fee: \$16,867.94

I will notify you once the documents are sent for execution and payment may be submitted. In the meantime, please let me know if you have any questions.

Thank You,

A handwritten signature in black ink, appearing to read 'Matt Davis'.

Matt Davis
Rock Island Program Manager
Jackson County Parks + Rec



Frank White Jr., County Executive

City-wide sewer rehabilitation within waterways
Project No. 81000756
Tract No. 36
Jackson County, Missouri
415 E. 12th
Kansas City, Missouri
64106

SEWER LINE EASEMENT

THIS EASEMENT is made this _____ day of _____, 2023, by and between **County of Jackson, Missouri**, a governmental entity organized and existing under the laws of the State of Missouri a Corporation organized and existing under the laws of the State of Missouri, **Grantor**, and the City of Kansas City, Missouri, a Municipal Corporation of Jackson County, Missouri, with a mailing address of 4800 E 63rd Street, Kansas City, MO 64130, **Grantee**.

WITNESSETH, that the **Grantor**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a permanent exclusive easement for the construction, operation, maintenance, repair, replacement and removal of sewer pipe lines, and appurtenances thereto, including the right and privilege at any time and from time to time to enter upon said easement, over, under, through, across, in and upon the following described lands in Jackson County, Missouri, hereinafter referred to as the "Easement Area", to-wit:

See Attached Exhibit "A" for Legal

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of all sewer lines, underground pipe, and all necessary appurtenances on the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of lines.

Should **GRANTEE'S** activities in Easement Area cause any disturbance of surface of Easement Area, **GRANTEE** shall restore all said surfaces to prior condition. **GRANTEE**, its successors and assigns, shall not interfere in any way with **GRANTOR'S** ongoing use and enjoyment of the surface of the Easement Area. **GRANTEE** shall notify **GRANTOR** before work is done within Easement Area, which may impact **GRANTOR'S** use of the surface area.

The **GRANTOR** herein agrees for itself and its heirs, successors or assigns, that the tract of land over which the Easement is being granted shall be kept free from buildings or any other structures or obstructions (except grass, shrubs, fences, sidewalks, roadways, pavement or curbs) that would interfere with the **GRANTEE** in excavating upon said permanent easement for the purposes of laying, constructing, operating, maintaining or repairing sewer infrastructure and all appurtenances incidental thereto. The **GRANTOR** herein also agrees for itself and for its heirs, successors, or assigns, that the earth cover will not be increased without the written approval of the **GRANTEE'S** Director of Water Services.

GRANTEE agrees to relocate any pipe, lines and/or appurtenances thereto, within the Easement Area, at the request of **GRANTOR**, should **GRANTOR** require Easement Area for future improvements by **GRANTOR**, in the sole discretion of **GRANTOR**.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easements to the Grantee herein.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo 2016, hereby waives any right to request vacation of the easement herein granted.

THIS GRANT and easement shall at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Kansas City, Missouri, a Municipal Corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor, a political subdivision of the State of Missouri, has caused this instrument to be signed by its County Executive, and attested by its County Clerk, has caused these presents to be signed, this _____ day of _____, 2023.

JACKSON COUNTY

APPROVED AS TO FORM: JACKSON COUNTY, MISSOURI

By: _____
Bryan O. Covinsky, County Counselor

Frank White, Jr., County Executive

ATTEST:

EXHIBIT A

KCMO Project No. 81000756
Site 36
JACKSON COUNTY MISSOURI
4501 Raytown Road
Kansas City, Mo
PARCEL NO. 32-410-02-01-00-0-00-000


PERMANENT SEWER EASEMENT

All that part of a tract of land located in the East half of the Northeast Quarter of Section 30 Township 49, Range 32, Kansas City, Jackson County, Missouri being more particularly described as follow:

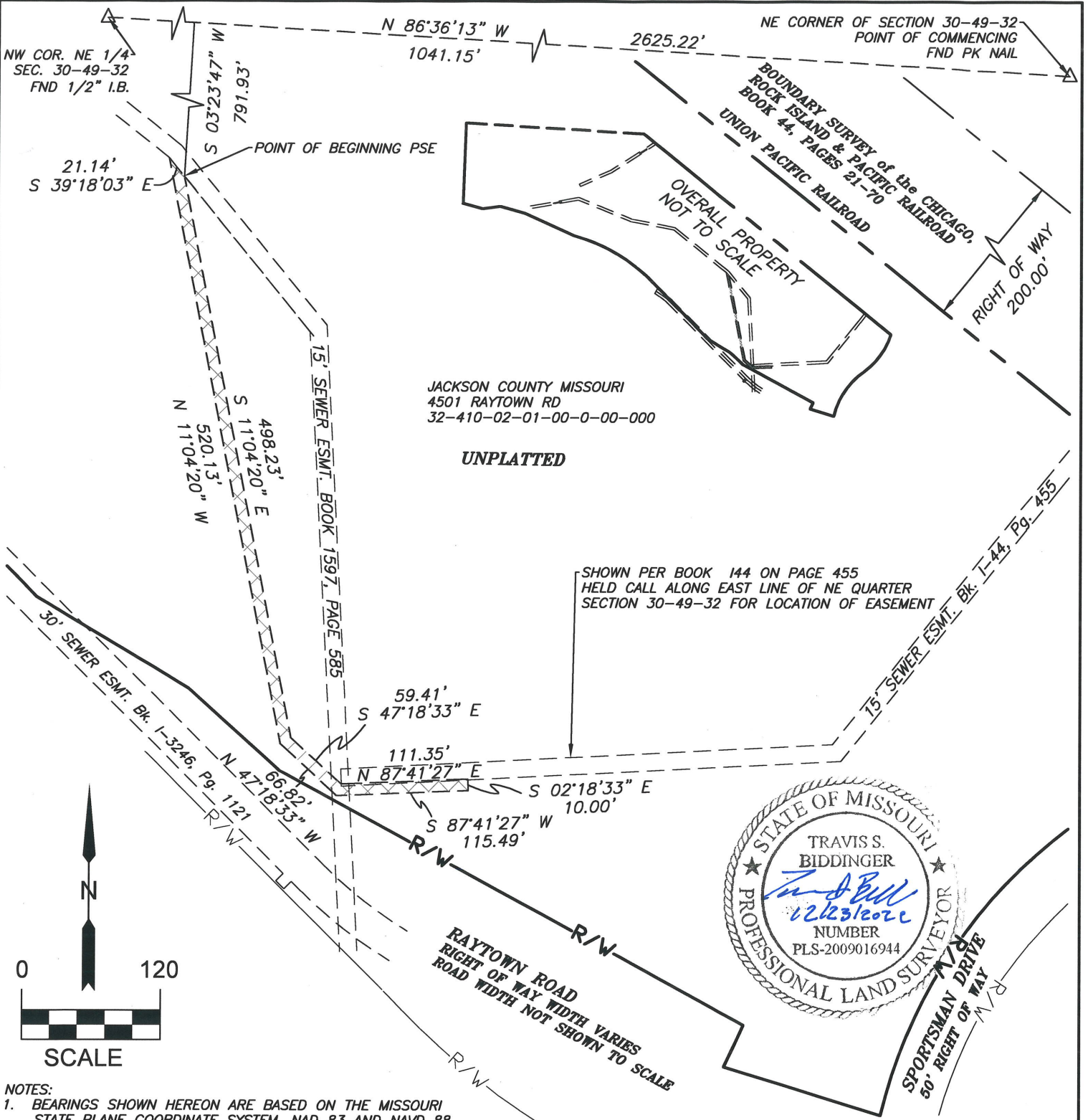
(Note: The bearings shown on the following description are based on Grid North, Missouri State Plane Coordinate System of 1983.)

Commencing at the Northeast corner of the Northeast Quarter; thence North 86°36'13" West, along the North line of said Quarter, a distance of 1041.15 feet; thence South 03°23'47" West, departing said North line, a distance of 791.93 feet, to a point on the Southerly line of an existing 15 foot wide sewer easement as shown in Book 1597 on Page 585 at the Jackson County, Missouri recorder of deeds and point also being the POINT OF BEGINNING; thence South 11°04'20" East, departing said existing easement, a distance of 498.23 feet; thence South 47°18'33" East, a distance of 59.41 feet; thence North 87°41'27" East, a distance of 111.35; thence South 02°18'33" East, a distance of 10.00 feet; thence South 87°41'27" West, a distance of 115.49 feet; thence North 47°18'33" West, a distance of 66.82 feet; thence North 11°04'20" West, a distance of 520.13 feet, to a point the Southerly line of said existing easement; thence South 39°18'03" East, along said existing easement, a distance of 21.14 feet, to the POINT OF BEGINNING, containing 6,854.7 square feet, more or less.

Subject to all easements and restrictions of record.


Travis S. Biddinger
Mo. PLS No. 2009016944

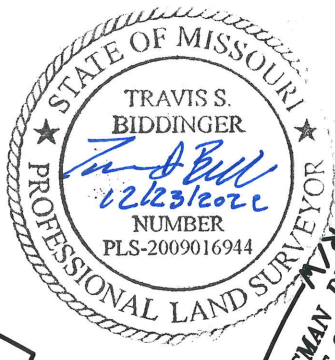




JACKSON COUNTY MISSOURI
 4501 RAYTOWN RD
 32-410-02-01-00-0-00-000

UNPLATTED

SHOWN PER BOOK 144 ON PAGE 455
 HELD CALL ALONG EAST LINE OF NE QUARTER
 SECTION 30-49-32 FOR LOCATION OF EASEMENT



- NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 83 AND NAVD 88.
 2. PROPERTY INFORMATION SHOWN HEREON TAKEN FROM INFORMATIONAL REPORT ORDER NO. 22059620 AS PREPARED BY COFFELT LAND TITLE INC. WITH AN EFFECTIVE DATE OF 9/7/2022.
 3. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.

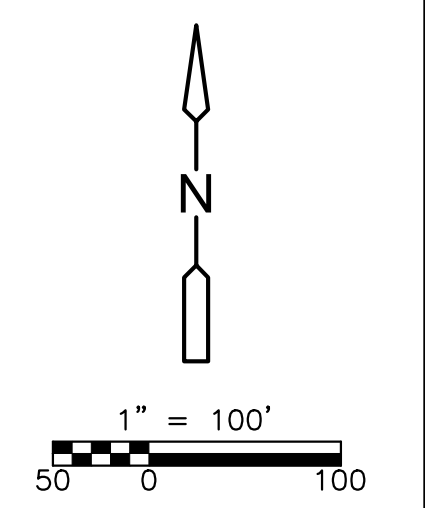
AREAS - SITE 36	
TOTAL TRACT	38.1 AC
PERM. SEWER EASEMENT	6,854.7 SF
TEMP. CONSTRUCTION EASEMENT	_____ SF

- LEGEND:
- DENOTES PERMANENT SANITARY SEWER EASEMENT
 - DENOTES TEMPORARY CONSTRUCTION EASEMENT
 - DENOTES PROPERTY LINE



CITY OF KANSAS CITY, CLAY COUNTY, MISSOURI
 KANSAS CITY WATERWAYS SEWER REHABILITATION
 PROJECT NO. 81000756, Site 36
 JACKSON COUNTY, MISSOURI
 PARCEL NO. 32-410-02-01-00-0-00-000
 DATE: 12/22/2022
 TREKK PROJ. 17-058

XREFS: [CEP]100ST, Phase-3_CDMS_2234_CEP303ST_mstmp-EEW, mstmp-EEW-sjg, Images []
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REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: E. WELLEN
 DRAWN BY: S. ZEILER
 SHEET CHK'D BY: E. WELLEN
 CROSS CHK'D BY: J. STANTON
 APPROVED BY: E. WELLEN
 DATE: OCTOBER 2022

CDM Smith
KISSICK CONSTRUCTION
 8080 Ward Parkway, Suite 100
 Kansas City, MO 64114
 Tel: (816) 444-8270
 MO COA No. 001431
 KANSAS CITY, MISSOURI

CITY OF KANSAS CITY, MISSOURI
 SMART SEWER
 CITY-WIDE SEWER INFRASTRUCTURE
 REHABILITATION WITHIN WATER WAYS RENEWAL NO. 1

SITE 36
OVERALL EASEMENT SITE PLAN

KANSAS CITY PROJECT NUMBER: 8100756
 PROFESSIONAL ENGINEER SEAL
 ERICA ELISE WELLEN
 MISSOURI P.E. NO. PE-2021008207
 PROJECT NO. 259047-242839
 FILE NAME: ESMTSTPL_SITE-36
 SHEET NO.
SITE 36



KC Water • 4800 East 63rd Street • Kansas City, Missouri 64130 • 816-513-0568

DATE: February 1, 2023

TO: Troy Schulte
County Administrator

FROM: Richard Snedegar, Acquisition & Survey Group Manager

SUBJECT: KCMO SmartSewer Program-City-Wide Sewer Infrastructure Rehabilitation within
Waterways, Project No. 81000756, Site 36

The Smart Sewer Program (SSP) is undertaking a Design-Build project to reduce excessive inflow and infiltration by rehabilitating sewer infrastructure, including manholes and sewer pipes buried beneath or immediately adjacent to, or exposed in natural waterway channels. The sewer infrastructure is experiencing excessive inflow and infiltration due to the age of the infrastructure, close proximity to the streams, and damage from exposure.

Rehabilitation of sewer infrastructure will also include elements of stream stabilization, bank stabilization, sewer CIPP lining, manhole armament, realignment of sewers and manholes, and encasement of exposed sewer pipes to stabilize sewer infrastructure to protect against stream migration and hydrodynamic forces.

There are multiple sites that are being rehabilitated this project year within the City limits of Kansas City, Missouri. Site 36 is located Northwest of the intersection of Raytown Road and Sportsman Drive at 4601 Raytown Road and being Jackson County parcel identification number 32-410-02-01-00-0-00-000. There is a 33-inch sewer main that crosses the property with several manholes impacted by infiltration from a creek crossing the property. A portion of the existing main will be taken out of service and a new 36-inch main will be constructed. There will be some stream stabilization along a portion of the project as well.

We are requesting the attached temporary and permanent easements to facilitate construction and future maintenance. We understand and agree to the acquisition agreement attached.

Regards,

A handwritten signature in blue ink, appearing to read 'Richard Snedegar', is written over a light blue circular watermark.

Richard Snedegar
Senior Acquisition Specialist
KC Water

**City-wide sewer rehabilitation within waterways
Project No. 81000756
Tract No. 36
Jackson County, Missouri
415 E. 12th
Kansas City, Missouri
64106**

**TEMPORARY EASEMENT
FOR
WASTE WATER AND APPURTENANCES**

Let it be known **County of Jackson, Missouri**, a governmental entity organized and existing under the laws of the State of Missouri a Corporation organized and existing under the laws of the State of Missouri, **Grantor**, on this ____ day of _____, 20__, for and in consideration of \$1.00, the receipt of which is acknowledged, does grant, remise, release and unto **Kansas City**, a Missouri Municipal Corporation, whose mailing address is:

**Water Services Department
Systems Engineering
c/o Right-of-way Agent
4800 E. 63rd Street
Kansas City, MO 64130**

and hereafter called the **GRANTEE**, a **TEMPORARY EASEMENT** for the operation and movement of equipment, and the movement of a working force, in connection with the location, construction, reconstruction, maintenance, operation and repair of a Waste Water main and any appurtenances thereto, over under and through the following described tract of land situated in Kansas City, Jackson County, Missouri, to-wit:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

The **GRANTEE**, its agents, employees or independent contractors shall have the right to go upon the above described tracts of land, for the purpose of constructing, maintaining, and

repairing the Sewer main improvements and appurtenances thereto, and shall upon completion of such construction, maintenance or repair, cause the land of the **GRANTOR** to be restored to substantially the same condition that existed prior to the **GRANTEE'S** entry upon it.

These easements shall not be construed to prohibit the **GRANTOR** from developing any adjoining property or from the laying out, establishing and constructing of pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted, and it has good and lawful right to convey said easement to the **GRANTEE** herein. This temporary easement expires two years from the signature date of this document.

SIGNATURE PAGE TO FOLLOW

JACKSON COUNTY

APPROVED AS TO FORM: JACKSON COUNTY, MISSOURI

By: _____
Bryan O. Covinsky, County Counselor
County Executive

Frank White, Jr.,

ATTEST:

By: _____
Mary Jo Spino, Clerk of the County Legislature

COUNTY ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 20__, before me, a Notary Public, personally appeared Frank White Jr., to me personally known, who, being by me duly sworn, did say that he is the County Executive of Jackson County, Missouri, and that he executed the above and foregoing instrument on behalf of said Jackson County, Missouri, and acknowledged the execution of same as the free and voluntary act and deed of Jackson County, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

EXHIBIT A

**KCMO Project No. 81000756
Site 36
JACKSON COUNTY MISSOURI
4501 Raytown Road
Kansas City, Mo
PARCEL NO. 32-410-02-01-00-0-00-000**

TEMPORARY CONSTRUCTION EASEMENT #1

All that part of a tract of land located in the East half of the Northeast Quarter of Section 30 Township 49, Range 32, Kansas City, Jackson County, Missouri being more particularly described as follow:

(Note: The bearings shown on the following description are based on Grid North, Missouri State Plane Coordinate System of 1983.)

Commencing at the Northeast corner of the Northeast Quarter; thence North 86°36'13" West, along the North line of said Quarter, a distance of 1012.48 feet; thence South 03°23'47" West, departing said North line, a distance of 823.01 feet, to a point on the Southerly line of an existing 15 foot wide sewer easement as shown in Book 1597 on Page 585 at the Jackson County, Missouri recorder of deeds, said point being hereinafter referred to as POINT "A" and also being the POINT OF BEGINNING; thence South 11°04'20" East, departing said existing easement, a distance of 454.43 feet; thence South 47°18'33" East, a distance of 44.58 feet; thence North 87°41'27" East, a distance of 103.06; thence South 02°18'33" East, a distance of 20.00 feet; thence South 87°41'27" West, a distance of 111.35 feet; thence North 47°18'33" West, a distance of 59.41 feet; thence North 11°04'20" West, a distance of 498.23 feet, to a point the Southerly line of said existing easement; thence South 39°18'03" East, along said existing easement, a distance of 42.28 feet, to the POINT OF BEGINNING, containing 12,713.9 square feet, more or less.

AND ALSO:

TEMPORARY CONSTRUCTION EASEMENT #2

COMMENCING at aforesaid POINT "A"; thence North 39°18'03" West, along the Southerly line of said existing easement, a distance of 63.42 feet, to the POINT OF BEGINNING; thence South 11°04'20" East, departing said existing easement, a distance of 520.13 feet; thence South 47°18'33" East, a distance of 66.82 feet; thence North 87°41'27" East, a distance of 115.49 feet; thence South 02°18'33" East, 20.00 feet; thence South 87°41'27" West, a distance of 91.11 feet, this point and subsequent calls being on the Northerly right of way line of RAYTOWN ROAD, as now established; thence North 61°28'57" West, a distance of 85.41 feet; thence North 48°01'54" West, a distance of 24.50 feet; thence North 11°04'20" West, departing said right of way line, a distance of 547.03 feet, to a point on the Southerly line of said existing easement; thence South 51°26'03" East, along said existing easement, a distance of 30.88 feet, to the POINT OF BEGINNING, containing 13,754.6 square feet, more or less.

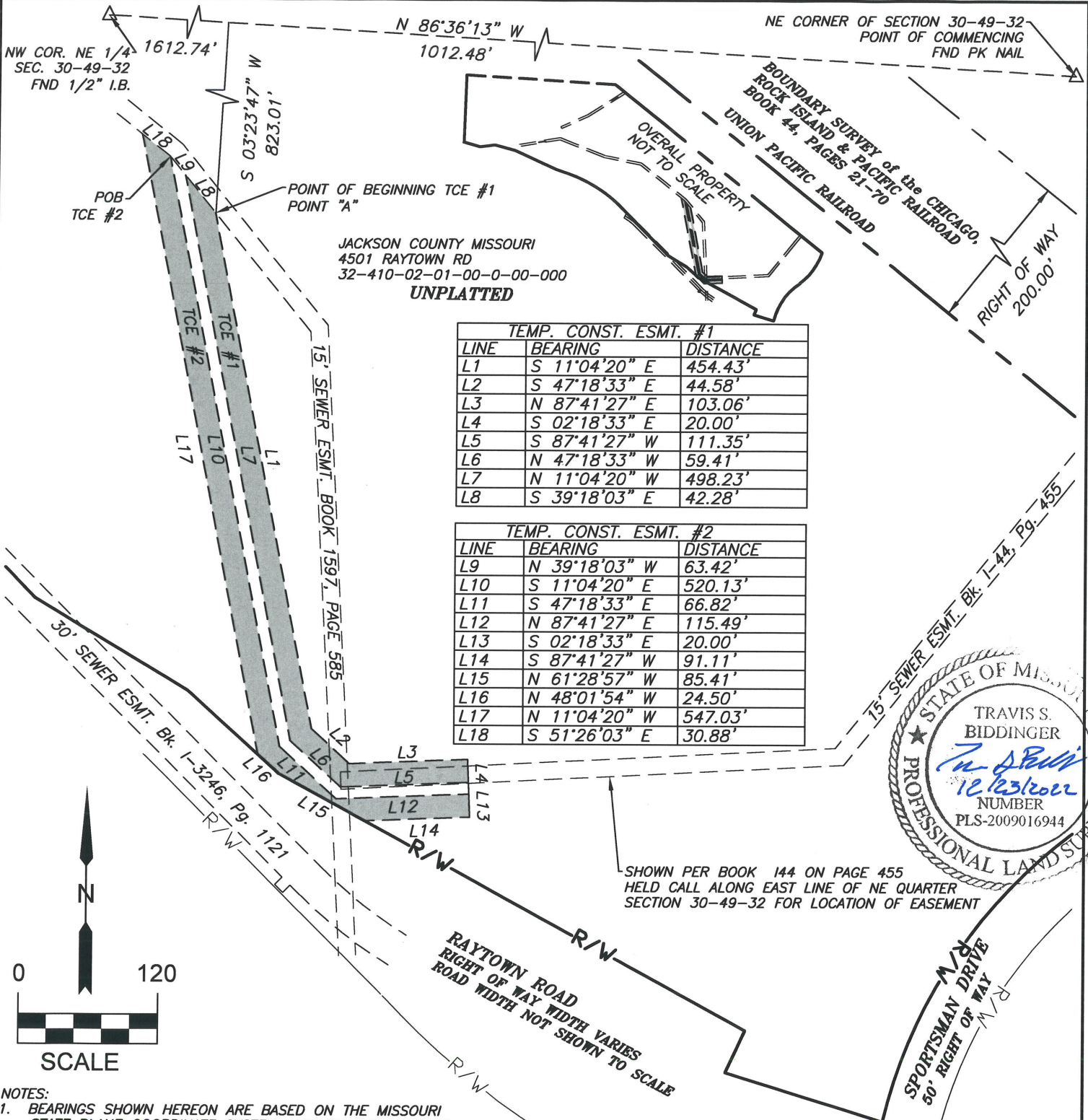
Subject to all easements and restrictions of record.

Travis S. Biddinger

Travis S. Biddinger

Mo. PLS No. 2009016944





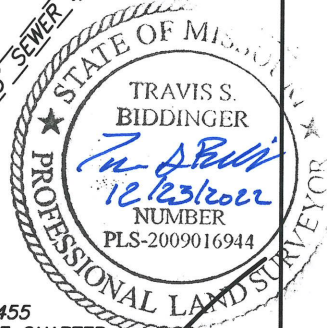
JACKSON COUNTY MISSOURI
 4501 RAYTOWN RD
 32-410-02-01-00-0-00-000
UNPLATTED

TEMP. CONST. ESMT. #1

LINE	BEARING	DISTANCE
L1	S 11°04'20" E	454.43'
L2	S 47°18'33" E	44.58'
L3	N 87°41'27" E	103.06'
L4	S 02°18'33" E	20.00'
L5	S 87°41'27" W	111.35'
L6	N 47°18'33" W	59.41'
L7	N 11°04'20" W	498.23'
L8	S 39°18'03" E	42.28'

TEMP. CONST. ESMT. #2

LINE	BEARING	DISTANCE
L9	N 39°18'03" W	63.42'
L10	S 11°04'20" E	520.13'
L11	S 47°18'33" E	66.82'
L12	N 87°41'27" E	115.49'
L13	S 02°18'33" E	20.00'
L14	S 87°41'27" W	91.11'
L15	N 61°28'57" W	85.41'
L16	N 48°01'54" W	24.50'
L17	N 11°04'20" W	547.03'
L18	S 51°26'03" E	30.88'



SHOWN PER BOOK 144 ON PAGE 455
 HELD CALL ALONG EAST LINE OF NE QUARTER
 SECTION 30-49-32 FOR LOCATION OF EASEMENT

- NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 83 AND NAVD 88.
 2. PROPERTY INFORMATION SHOWN HEREON TAKEN FROM INFORMATIONAL REPORT ORDER NO. 22059620 AS PREPARED BY COFFELT LAND TITLE INC. WITH AN EFFECTIVE DATE OF 9/7/2022.
 3. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.

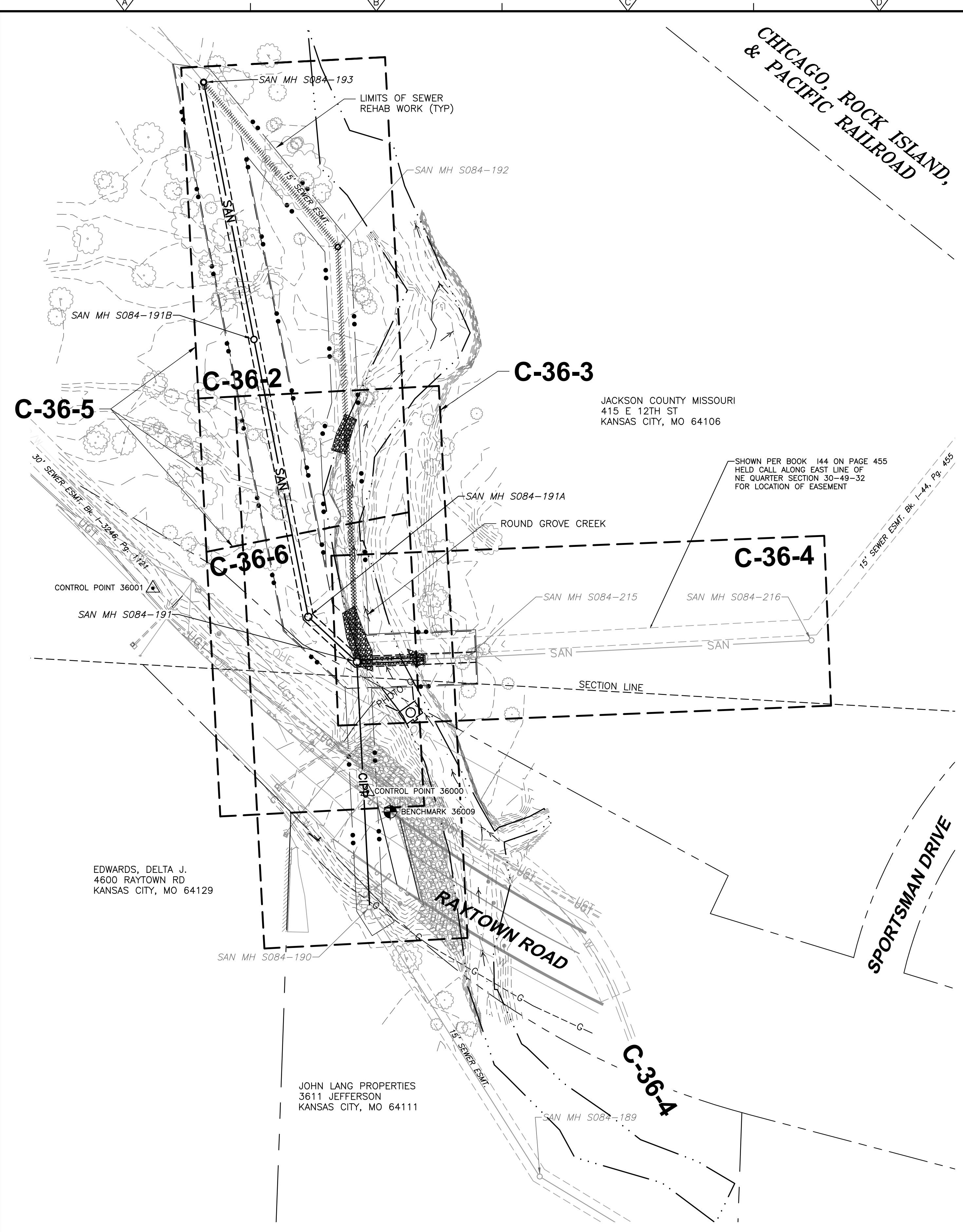
AREAS - SITE 36

TOTAL TRACT	38.1	AC
PERM. SEWER EASEMENT		SF
TEMP. CONSTRUCTION EASEMENT	26,468.5	SF

- LEGEND:
- DENOTES PERMANENT SANITARY SEWER EASEMENT
 - DENOTES TEMPORARY CONSTRUCTION EASEMENT
 - DENOTES PROPERTY LINE

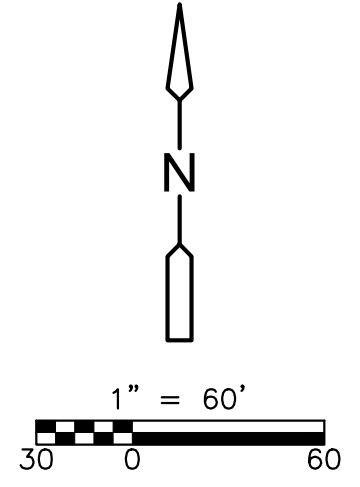


CITY OF KANSAS CITY, CLAY COUNTY, MISSOURI
 KANSAS CITY WATERWAYS SEWER REHABILITATION
 PROJECT NO. 81000756, Site 36
 JACKSON COUNTY, MISSOURI
 PARCEL NO. 32-410-02-01-00-0-00-000
 DATE: 12/22/2022
 TREKK PROJ. 17-058



SITE 36 - MH S084-191 LOOKING NORTH

PHOTO G
NTS



HORIZONTAL AND VERTICAL CONTROL

CP 36000 SET 5/8" IRON BAR W/ ALUMINUM CAP STAMPED TREKK, LOCATED AT THE NORTHEAST CORNER OF RAYTOWN RD. BRIDGE OVER ROUND GROVE CREEK.
 RM-1 SOUTH 28.65' TO NE CORNER OF WALL @ NE CORNER OF BRIDGE
 RM-2 WSW 3.90' TO BACK OF CURB AT END OF BRIDGE
 RM-3 NORTH 71.58' TO TOP NUT OF FIRE HYDRANT
 NORTHING 1046874.202 / EASTING 2793355.108 / ELEVATION 788.71
 CP 36001 SET 5/8" IRON BAR W/ ALUMINUM CAP STAMPED TREKK, LOCATED ON EAST SIDE OF RAYTOWN ROAD & ACROSS FROM NORTH END OF PROPERTY ADDRESS #4600 ON WEST SIDE OF ROAD.
 RM-1 SW 31.07' TO NE CORNER OF GUARDRAIL END CAP
 RM-2 SE 37.70' TO NW FACE OF UTILITY POLE
 RM-3 NORTH 67.41' TO SOUTH FACE OF LIGHT POLE
 NORTHING 1047068.241 / EASTING 2793150.131 / ELEVATION 781.19
 BENCHMARK 36009
 CHISELED SQUARE
 NORTHING 1046855.195 / EASTING 2793376.608 / ELEVATION 792.58

NOTES

- PROPERTY LINES, OWNERS, AND ADDRESSES SHOWN HEREON WERE OBTAINED FROM TITLE WORK.
- EXISTING EASEMENTS SHOWN HEREON ARE ONLY THOSE EASEMENTS OBTAINED FROM TITLE WORK. ANY NEW AND TEMPORARY CONSTRUCTION EASEMENTS ARE TO BE NEGOTIATED FOR PURCHASE WITH THE CITY.
- THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.
- UTILITIES AS PORTRAYED ON THIS DRAWING ARE APPROXIMATE IN LOCATION AND MAY NOT BE COMPLETE. CONSULTANT AND/OR CONTRACTOR TO FIELD VERIFY BEFORE ANY EXCAVATION. THIS SURVEYOR MAKES NO GUARANTEE AS TO ACCURACY OR COMPLETENESS OF SAID LOCATES.

SITE 36 REHABILITATION NOTES

- ABANDON/REMOVE EXST SEWER BETWEEN EXST MH S084-191 TO MH S084-193.
- ENCASE SEWER SEGMENT UNDER THE WATERWAY BETWEEN EXST MH S084-191 TO MH S084-215.
- INSTALL CIPP LINING IN EXST:
33" RCP FROM MH S084-190 TO MH S084-191 (234 LF)
- INSTALL NEW MH:
MH S084-191A BETWEEN EXST MH S084-191 AND NEW MH S084-191B
MH S084-191B BETWEEN NEW MH S084-191A AND EXST MH S084-193
- INSTALL 63 LF 36" PVC FROM EXST MH S084-191 TO NEW MH S084-191A.
- INSTALL 270 LF 36" PVC FROM NEW MH S084-191A TO NEW MH S084-191B.
- INSTALL 250 LF 36" PVC FROM NEW MH S084-191B TO NEW MH S084-193.
- REPLACE:
EXST MH S084-193 WITH NEW MH.
EXST MH S084-191 WITH NEW MH.

ACCESS

- USE THE FOLLOWING ADDRESS TO LOCATE THE SITE:
4609 RAYTOWN RD
KANSAS CITY, MO 64129
- KISSICK CLEARED AND FLAGGED A PATH TO MH S084-193 FROM MH S084-191 IN OCTOBER 2020.

XREFS: C:\EP\10351_Phase-3_CDMS_2234_CEP\30351_mstmp-EEW.mstmp-EEW.sjg Images: [S084-191 to S084-192_V2]
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REV. NO.	DATE	DRWN	CHKD	REMARKS
2	12/22	BSZ	EEW	REISSUED DRAWING - ADDED NEW PERMANENT & TEMP. EASMT'S LINES
1	11/22	BSZ	EEW	REISSUED DRAWING - ADDED PROPERTY, SECTION, & EASMT'S LINES

DESIGNED BY: E. WELLEN
 DRAWN BY: S. ZEILLER
 SHEET CHK'D BY: E. WELLEN
 CROSS CHK'D BY: J. STANTON
 APPROVED BY: E. WELLEN
 DATE: OCTOBER 2022

8080 Ward Parkway, Suite 100
 Kansas City, MO 64114
 Tel: (816) 444-8270
 MO COA No. 001431
 KANSAS CITY, MISSOURI

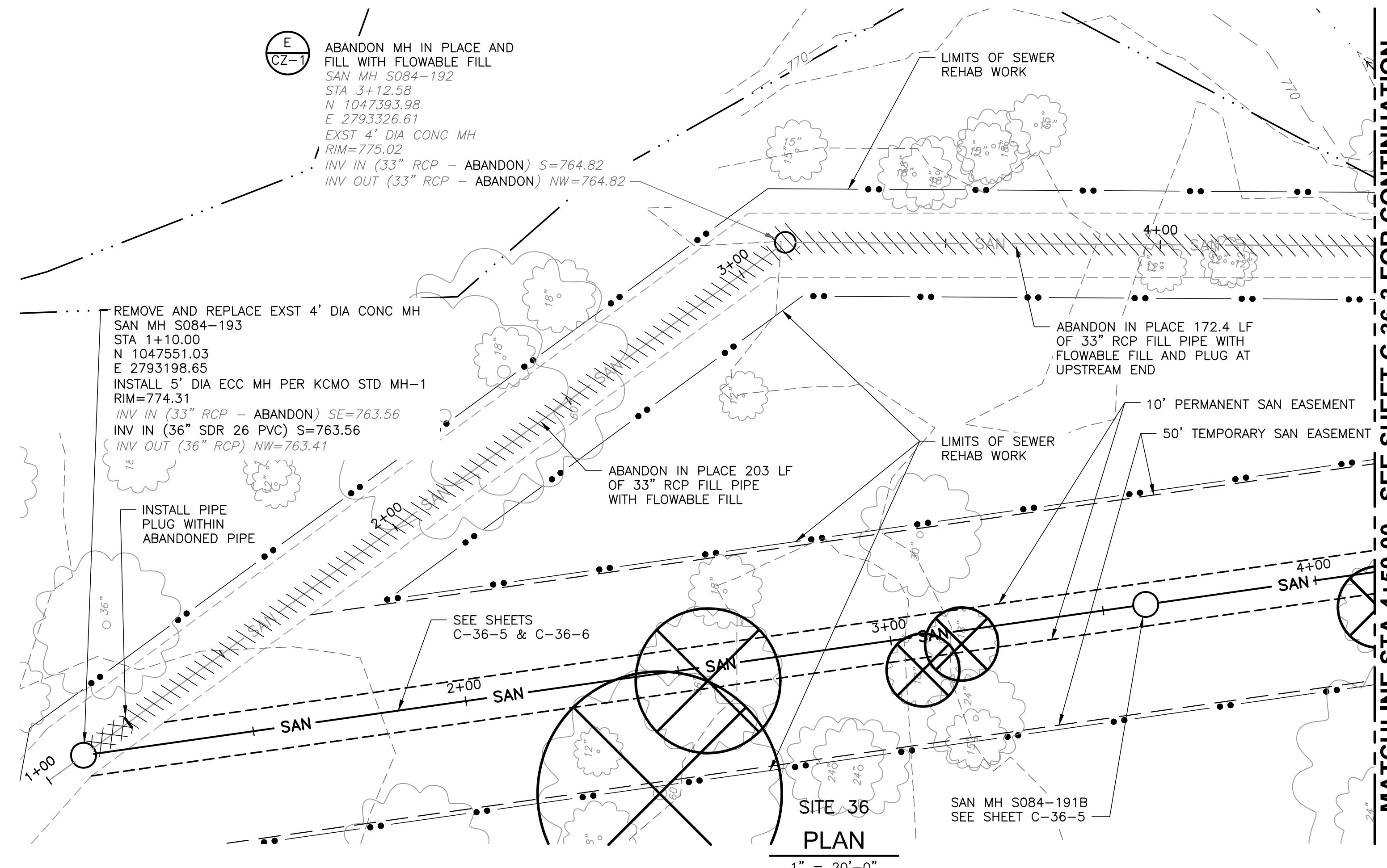
CITY OF KANSAS CITY, MISSOURI
 SMART SEWER
 CITY-WIDE SEWER INFRASTRUCTURE
 REHABILITATION WITHIN WATER WAYS RENEWAL NO. 1

SITE 36
OVERALL SITE PLAN
C-36-1
 ISSUED FOR CONSTRUCTION

KANSAS CITY PROJECT
 NUMBER: 8100756
 PROFESSIONAL ENGINEER SEAL

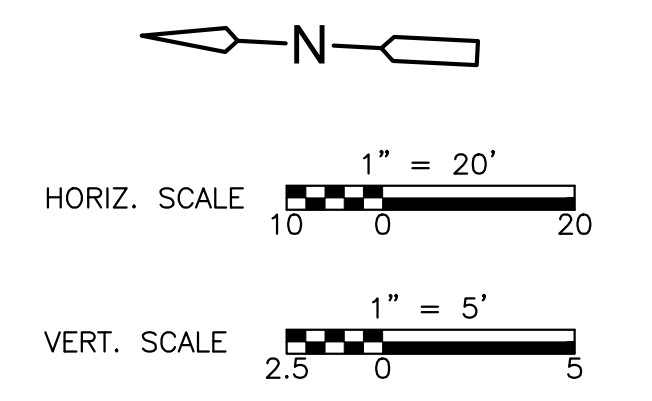
 ERICA ELISE WELLEN
 MISSOURI P.E. NO. PE-202108207

PROJECT NO. 259047-242839
 FILE NAME: C024STPL_SITE-36
 SHEET NO.
C-36-1

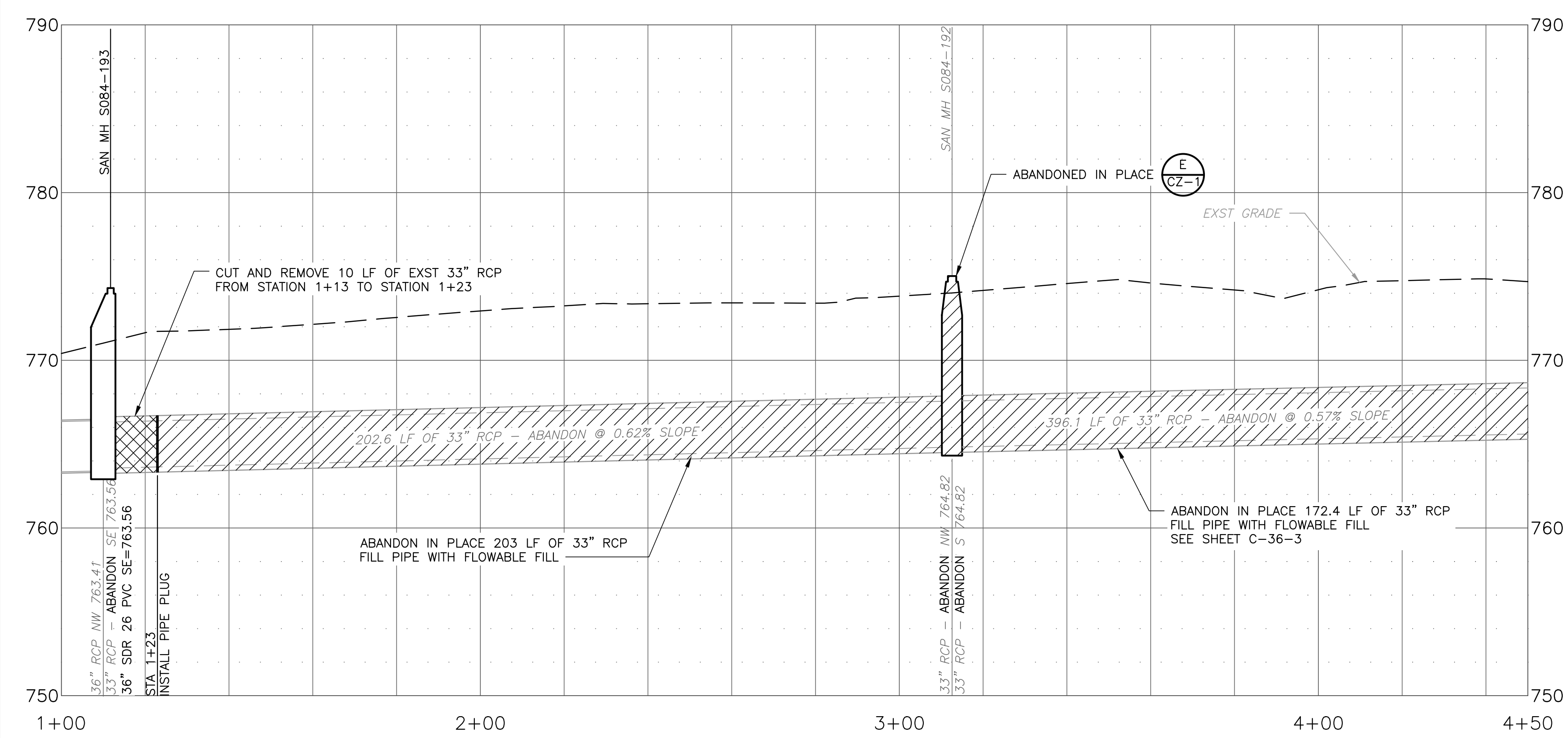


MATCHLINE STA 4+50.00 - SEE SHEET C-36-3 FOR CONTINUATION

SITE 36
PLAN
1" = 20'-0"



- NOTES**
1. PROPERTY LINE, OWNERS, AND ADDRESSES SHOWN HEREON WERE OBTAINED FROM TITLE WORK.
 2. EXISTING EASEMENTS SHOWN HEREON ARE ONLY THOSE EASEMENTS OBTAINED FROM TITLE WORK. ANY NEW AND TEMPORARY CONSTRUCTION EASEMENTS ARE TO BE NEGOTIATED FOR PURCHASE WITH THE CITY.
 3. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.
 4. SEE SHEET C-36-1 FOR VERTICAL AND HORIZONTAL CONTROL INFORMATION.
 5. CONTRACTOR SHALL FILL PIPES TO AVOID AIR BINDING OF FLOWABLE FILL IN ABANDONED SEWER SEGMENT.



REV. NO.	DATE	DRWN	CHKD	REMARKS
2	12/22	BSZ	EEW	REISSUED DRAWING - ADDED NEW PERMANENT & TEMP. EASMT'S LINES
1	11/22	BSZ	EEW	REISSUED DRAWING - ADDED PROPERTY, SECTION, & EASMT'S LINES

DESIGNED BY: E. WELLEN
 DRAWN BY: S. ZEILER
 SHEET CHK'D BY: E. WELLEN
 CROSS CHK'D BY: J. STANTON
 APPROVED BY: E. WELLEN
 DATE: OCTOBER 2022

CDM Smith
KISSICK CONSTRUCTION
 8080 Ward Parkway, Suite 100
 Kansas City, MO 64114
 Tel: (816) 444-8270
 MO COA No. 001431

CITY OF KANSAS CITY, MISSOURI
 SMART SEWER
 CITY-WIDE SEWER INFRASTRUCTURE
 REHABILITATION WITHIN WATER WAYS RENEWAL NO. 1

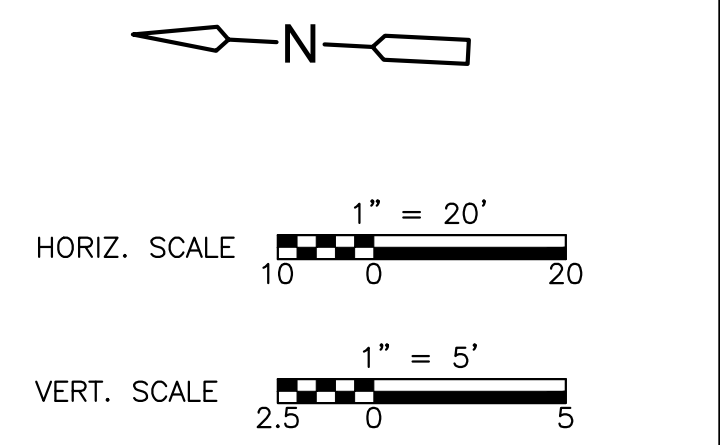
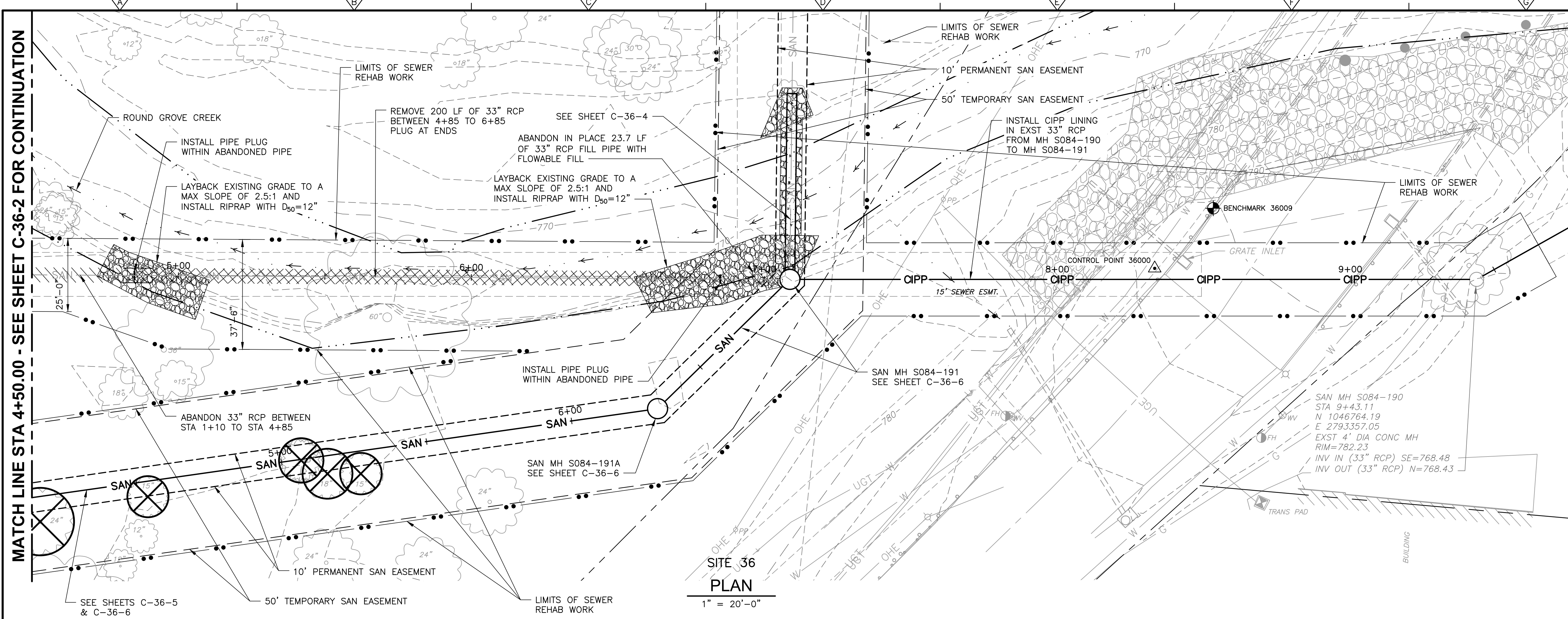
SITE 36
PLAN AND PROFILE I

KANSAS CITY PROJECT
 NUMBER: 8100756

PROFESSIONAL ENGINEER SEAL
 ERICA ELISE WELLEN
 NUMBER: PE-2021088207
 12/9/22

PROJECT NO. 259047-242839
 FILE NAME: C025STPL_SITE-30
 SHEET NO.
C-36-2

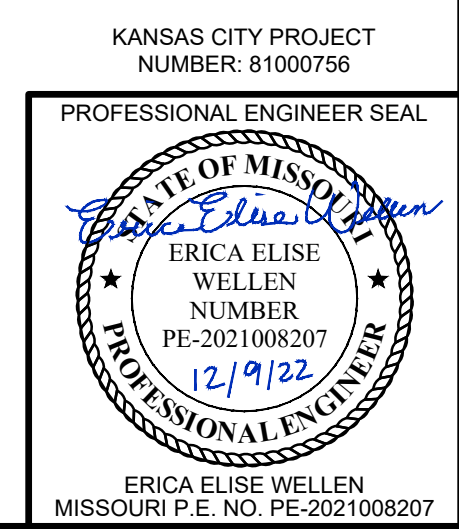
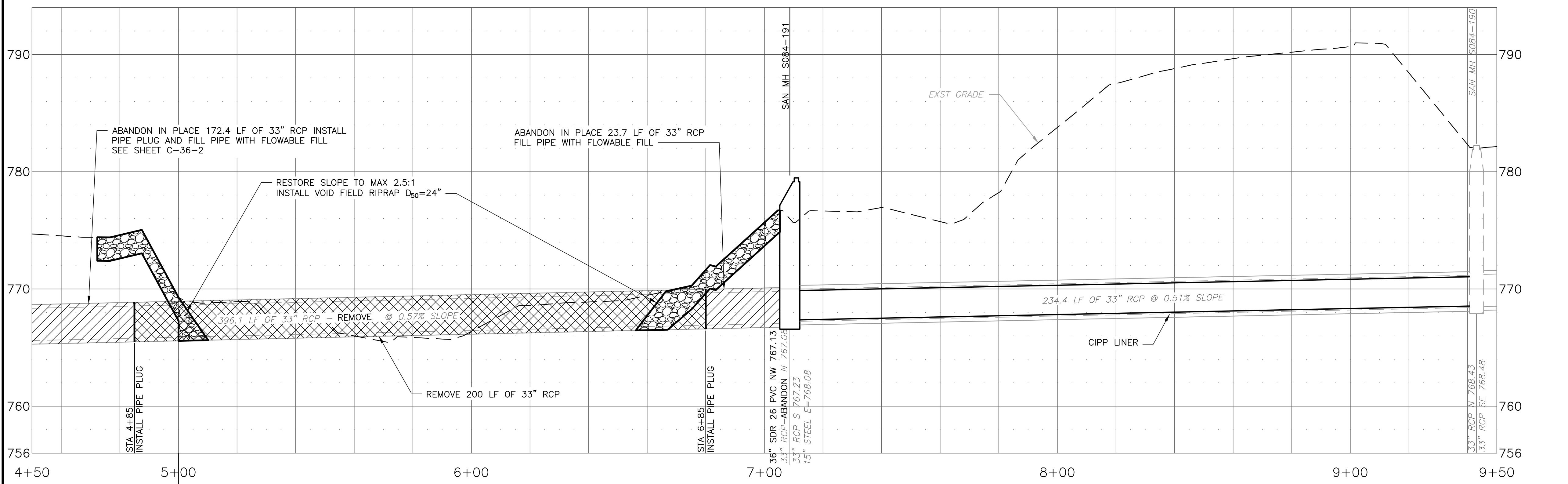
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 3. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.
 4. SEE SHEET C-36-1 FOR VERTICAL AND HORIZONTAL CONTROL INFORMATION.
 5. FOR CIPP LINER THICKNESS AND OTHER PERTINENT INFORMATION, SEE CIPP SUMMARY TABLE ON SHEET G-5.
 6. CONTRACTOR SHALL FILL PIPES TO AVOID AIR BINDING OF FLOWABLE FILL IN ABANDONED SEWER SEGMENT.

MATCH LINE STA 4+50.00 - SEE SHEET C-36-2 FOR CONTINUATION

**SITE 36
PLAN**
1" = 20'-0"



REV. NO.	DATE	DRWN	CHKD	REMARKS
2	12/22	BSZ	EEW	REISSUED DRAWING - ADDED NEW PERMANENT & TEMP. EASMT'S LINES
1	11/22	BSZ	EEW	REISSUED DRAWING - ADDED PROPERTY, SECTION, & EASMT'S LINES

DESIGNED BY: E. WELLEN
 DRAWN BY: S. ZEILER
 SHEET CHK'D BY: E. WELLEN
 CROSS CHK'D BY: J. STANTON
 APPROVED BY: E. WELLEN
 DATE: OCTOBER 2022

CDM Smith
 Kansas City, MO 64114
 Tel: (816) 444-8270
 MO COA No. 001431

KISSICK CONSTRUCTION
 KANSAS CITY, MISSOURI

CITY OF KANSAS CITY, MISSOURI
 SMART SEWER
 CITY-WIDE SEWER INFRASTRUCTURE
 REHABILITATION WITHIN WATER WAYS RENEWAL NO. 1

**SITE 36
PLAN AND PROFILE II**

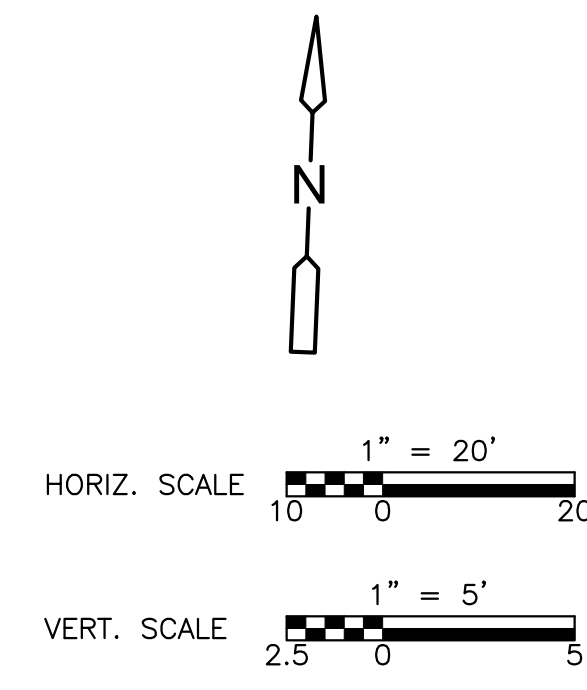
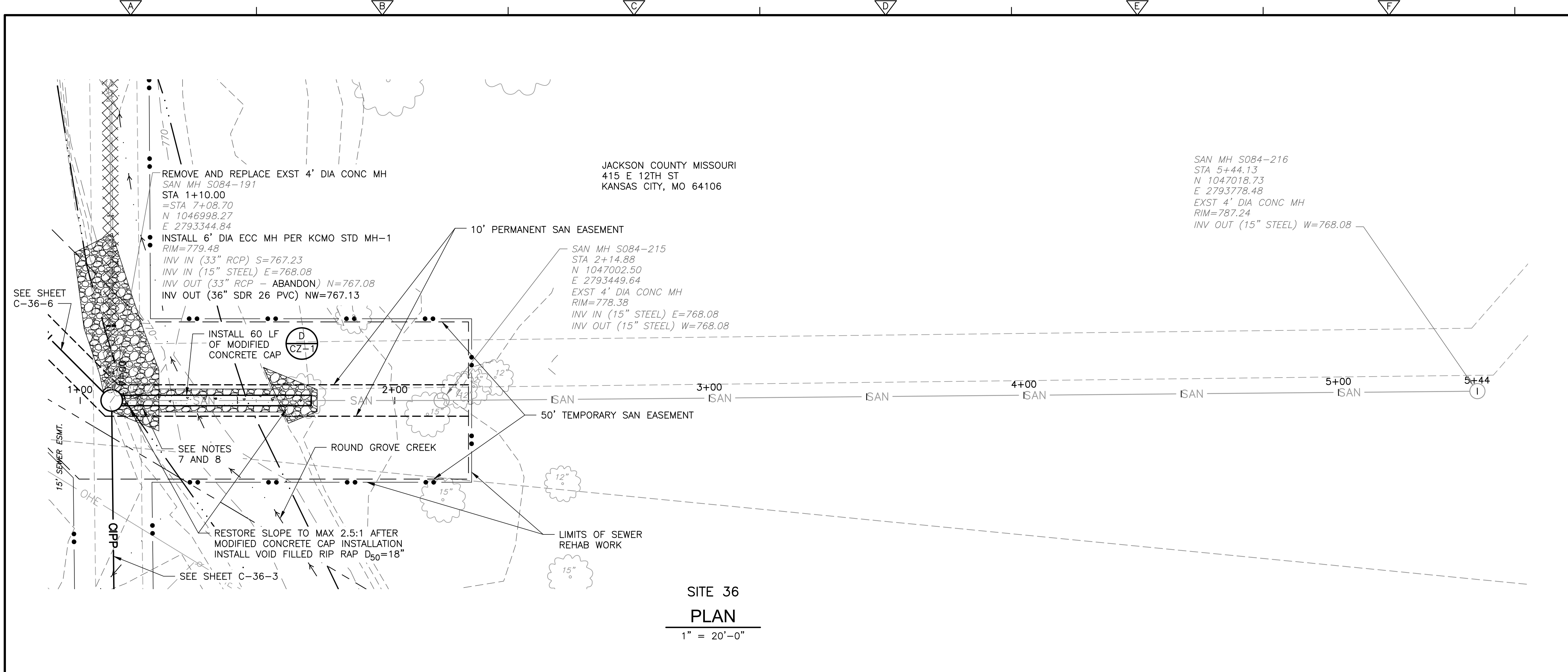
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 NUMBER: 8100756

PROJECT NO. 259047-242839
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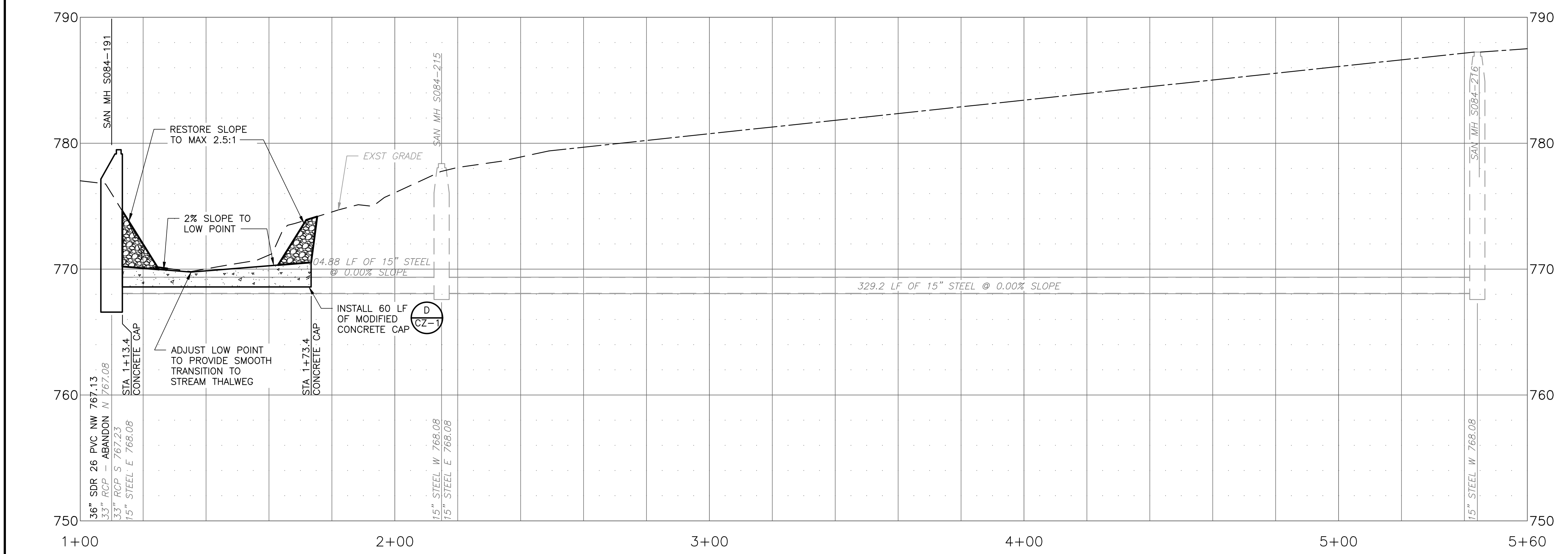
SHEET NO.
C-36-3

ISSUED FOR CONSTRUCTION

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 - THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.
 - SEE SHEET C-36-1 FOR VERTICAL AND HORIZONTAL CONTROL INFORMATION.
 - FOR CIPP LINER THICKNESS AND OTHER PERTINENT INFORMATION, SEE CIPP SUMMARY TABLE ON SHEET G-5.
 - ENGINEER TO FIELD VERIFY RIPRAP EXTENTS ONCE INSTALLED.
 - FIBER REINFORCEMENT CAN BE USED IN LIEU OF REBAR SHOWN IN STANDARD DETAIL. THE FIBER REINFORCEMENT DESIGN SHALL PROVIDE EQUIVALENT STRENGTH TO THE REBAR. CONTRACTOR TO PROVIDE CONCRETE MIX DESIGN SUBMITTAL FOR APPROVAL PRIOR TO INSTALLATION.
 - THE TOP OF CONCRETE ENCASUREMENT SHALL NOT EXCEED THE EXISTING FLOW LINE OF THE STREAM. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ELEVATION CONFLICTS PRIOR TO INSTALLATION.



REV. NO.	DATE	DRWN	CHKD	REMARKS
2	12/22	BSZ	EEW	REISSUED DRAWING - ADDED NEW PERMANENT & TEMP. EASMT'S LINES
1	11/22	BSZ	EEW	REISSUED DRAWING - ADDED PROPERTY, SECTION, & EASMT'S LINES

DESIGNED BY: E. WELLEN
DRAWN BY: S. ZEILER
SHEET CHK'D BY: E. WELLEN
CROSS CHK'D BY: J. STANTON
APPROVED BY: E. WELLEN
DATE: OCTOBER 2022

CDM Smith
8080 Ward Parkway, Suite 100
Kansas City, MO 64114
Tel: (816) 444-8270
MO COA No. 001431

KISSICK CONSTRUCTION
KANSAS CITY, MISSOURI

CITY OF KANSAS CITY, MISSOURI
SMART SEWER
CITY-WIDE SEWER INFRASTRUCTURE
REHABILITATION WITHIN WATER WAYS RENEWAL NO. 1

**SITE 36
PLAN AND PROFILE III**

SHEET NO.
C-36-4

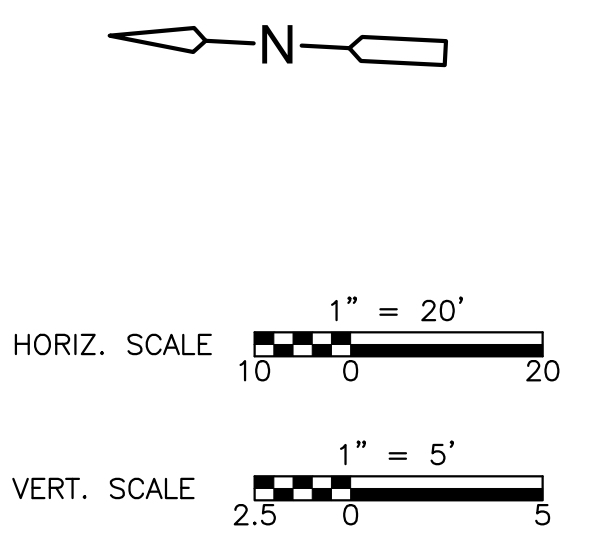
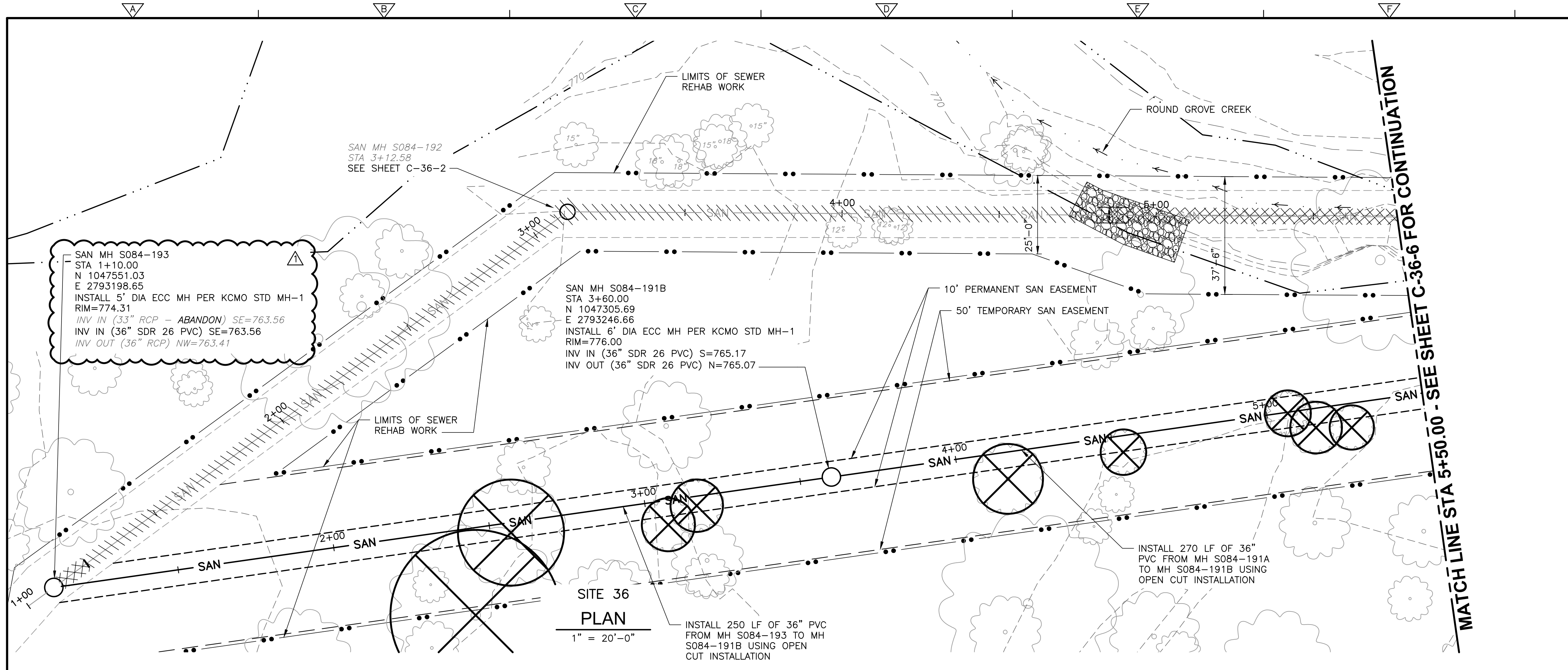
KANSAS CITY PROJECT
NUMBER: 8100756

PROFESSIONAL ENGINEER SEAL
ERICA ELISE WELLEN
WELLEN
NUMBER
PE-2021088307
12/9/22
PROFESSIONAL ENGINEER

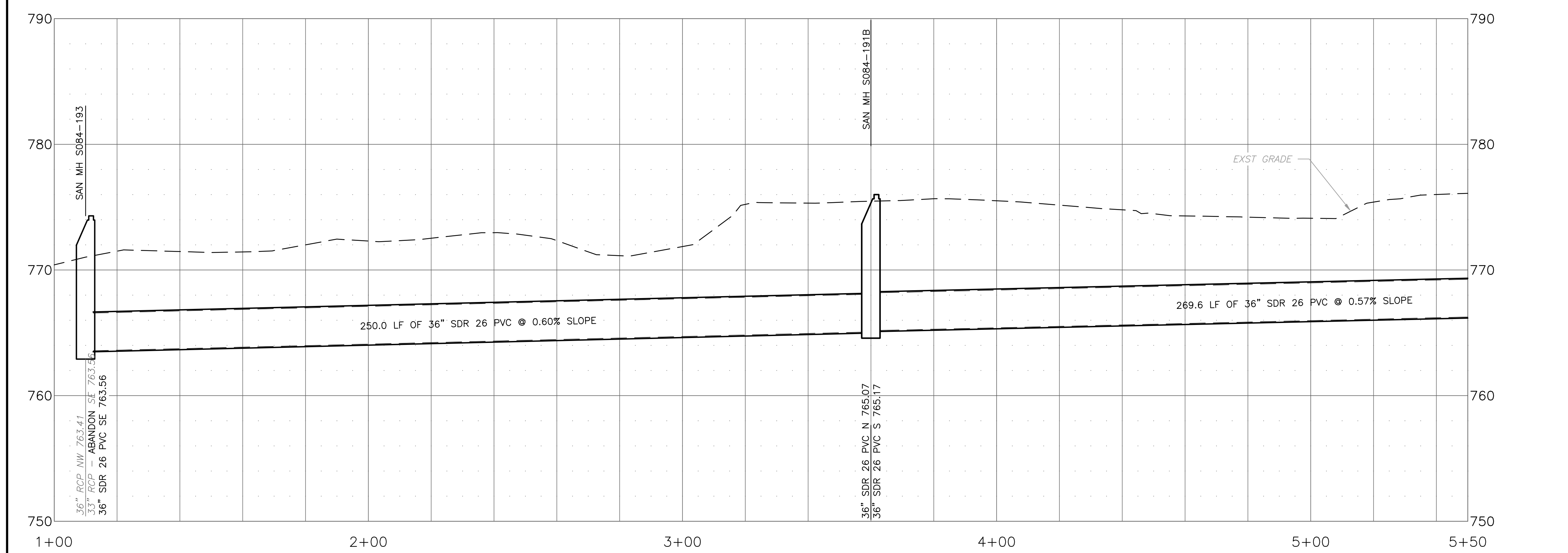
ERICA ELISE WELLEN
MISSOURI P.E. NO. PE-2021088207

PROJECT NO. 259047-242839
FILE NAME: C025TPL_SITE-36

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 3. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.
 4. SEE SHEET C-36-1 FOR VERTICAL AND HORIZONTAL CONTROL INFORMATION.



REV. NO.	DATE	DRWN	CHKD	REMARKS
2	12/22	BSZ	EEW	REISSUED DRAWING - ADDED NEW PERMANENT & TEMP. EASMT'S LINES
1	11/22	BSZ	EEW	REVISED SAN MH S084-193 SIZE

DESIGNED BY: E. WELLEN
 DRAWN BY: S. ZEILER
 SHEET CHK'D BY: E. WELLEN
 CROSS CHK'D BY: J. STANTON
 APPROVED BY: E. WELLEN
 DATE: OCTOBER 2022

CDM Smith
 8080 Ward Parkway, Suite 100
 Kansas City, MO 64114
 Tel: (816) 444-8270
 MO COA No. 001431

KISSICK CONSTRUCTION
 KANSAS CITY, MISSOURI

CITY OF KANSAS CITY, MISSOURI
 SMART SEWER
 CITY-WIDE SEWER INFRASTRUCTURE
 REHABILITATION WITHIN WATER WAYS RENEWAL NO. 1

**SITE 36
 PLAN AND PROFILE IV**

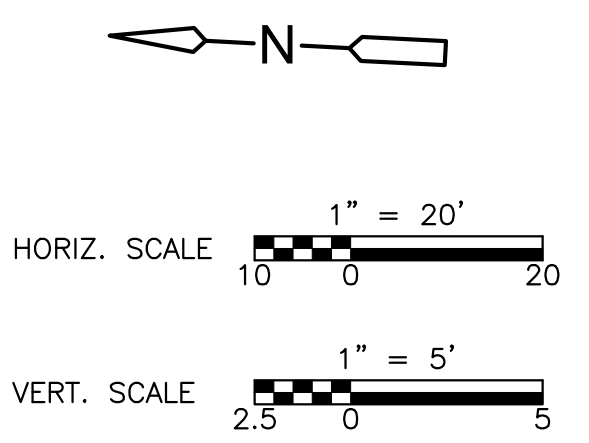
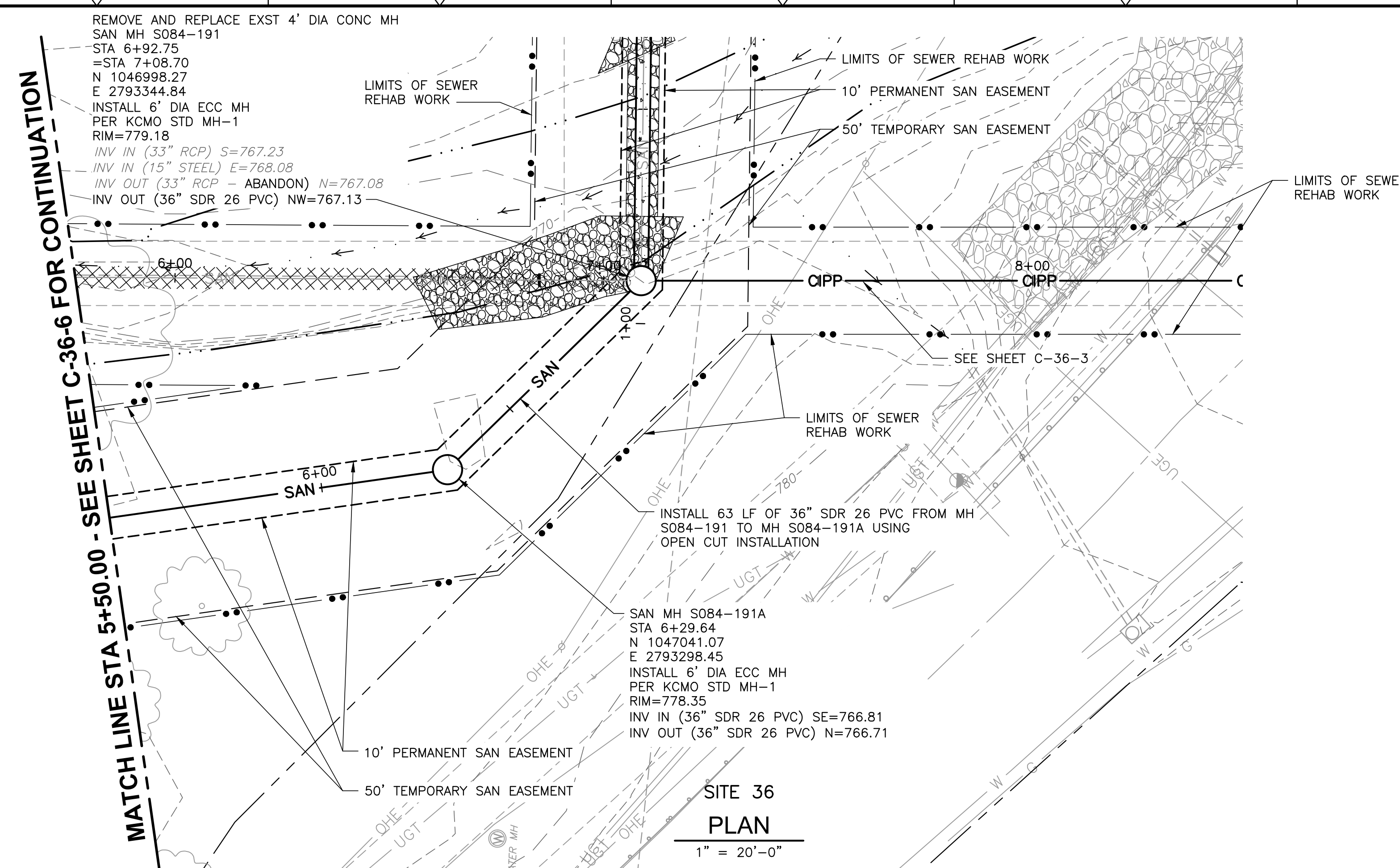
KANSAS CITY PROJECT
 NUMBER: 8100756

PROFESSIONAL ENGINEER SEAL
 ERICA ELISE WELLEN
 NUMBER: PE-2021008207
 12/9/22

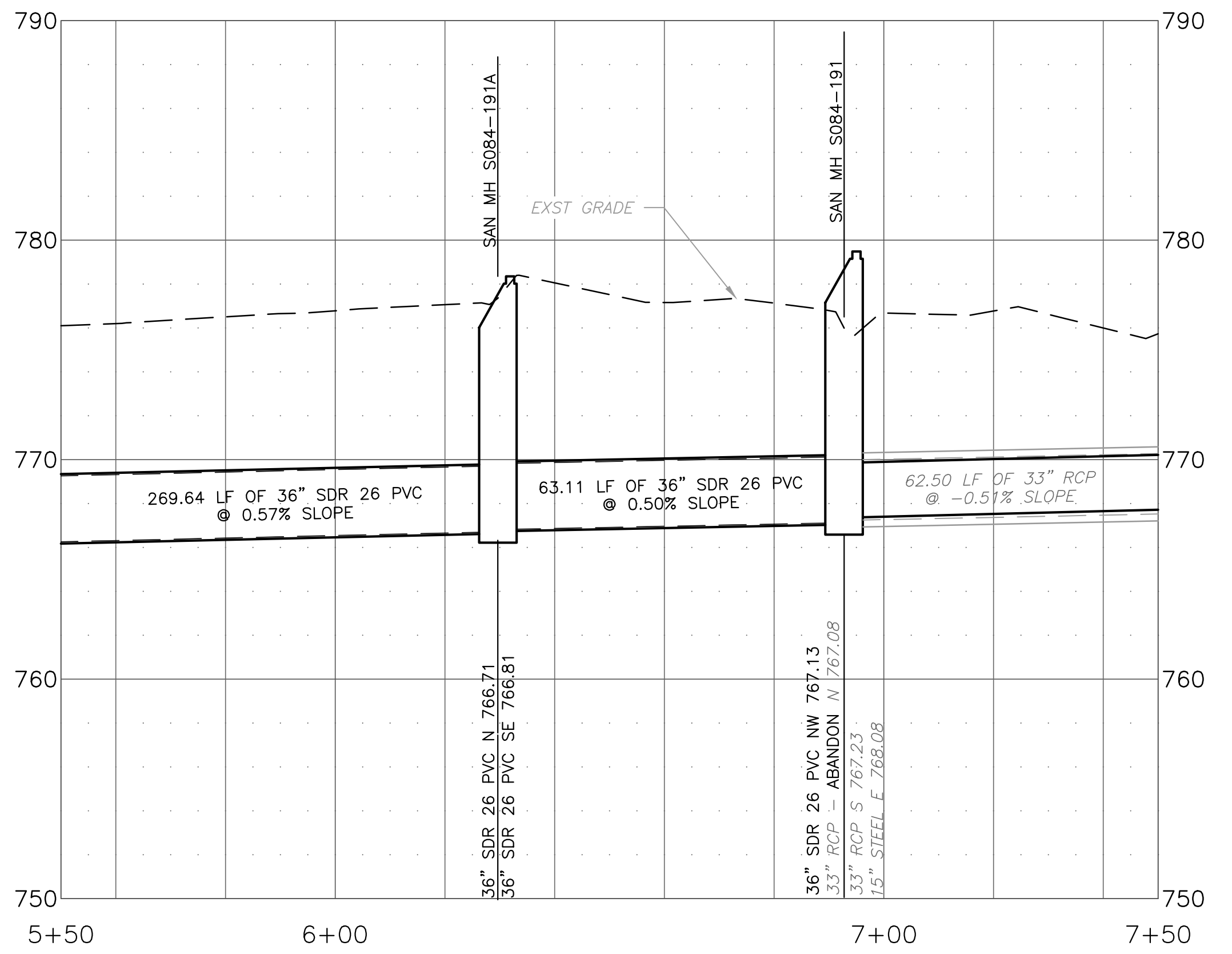
PROJECT NO. 259047-242839
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SHEET NO.
C-36-5

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 - FOR CIPP LINER THICKNESS AND OTHER PERTINENT INFORMATION, SEE CIPP SUMMARY TABLE ON SHEET G-5.



REV. NO.	DATE	DRWN	CHKD	REMARKS
2	12/22	BSZ	EEW	REISSUED DRAWING -- ADDED NEW PERMANENT & TEMP. EASMT'S LINES
1	11/22	BSZ	EEW	REISSUED DRAWING -- ADDED PROPERTY, SECTION, & EASMT'S LINES

DESIGNED BY: E. WELLEN
 DRAWN BY: S. ZEILER
 SHEET CHK'D BY: E. WELLEN
 CROSS CHK'D BY: J. STANTON
 APPROVED BY: E. WELLEN
 DATE: OCTOBER 2022

CDM Smith
 Kansas City, MO 64114
 Tel: (816) 444-8270
 MO COA No. 001431

KISSICK CONSTRUCTION
 KANSAS CITY, MISSOURI

CITY OF KANSAS CITY, MISSOURI
 SMART SEWER
 CITY-WIDE SEWER INFRASTRUCTURE
 REHABILITATION WITHIN WATER WAYS RENEWAL NO. 1

**SITE 36
 PLAN AND PROFILE V**

KANSAS CITY PROJECT
 NUMBER: 8100756

PROFESSIONAL ENGINEER SEAL
 ERICA ELISE WELLEN
 NUMBER
 PE-202108307
 12/9/22
 ERICA ELISE WELLEN
 MISSOURI P.E. NO. PE-202108307

PROJECT NO. 259047-242839
 FILE NAME: C024STPL_SITE-36

SHEET NO.
C-36-6

ISSUED FOR CONSTRUCTION

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IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for annual software maintenance for use by the Sheriff's Office and Department of Corrections to Lexipol, LLC, of Frisco, TX, at an actual cost to the County in the amount of \$50,542.00, as a sole source purchase.

RESOLUTION NO. 21184, March 7, 2023

INTRODUCED BY Venessa Huskey, County Legislator

WHEREAS, the Sheriff's Office and Department of Corrections have a continuing need for Lexipol customizable software to manage, track, and update their policies, procedures, and training; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing and Sheriff recommend the award of a contract for annual maintenance of this software to Lexipol, LLC, of Frisco, TX, at an actual cost to the County in the actual amount of \$50,542.00, as a sole source purchase; and,

WHEREAS, award as a sole source is recommended because the software is of a proprietary nature and the needed maintenance can only be provided by Lexipol the vendor that developed the software; 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 Sheriff, and that the Director be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

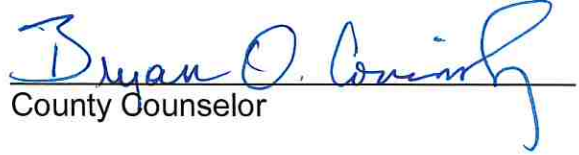
BE IT FURTHER RESOLVED that the Director be and hereby is authorized to make all payments, including final payment on the contract.

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. 21184 of March 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

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 001 4201 56663
ACCOUNT TITLE: General Fund
Sheriff's Office
Software As A Service
NOT TO EXCEED: \$21,382.00

ACCOUNT NUMBER: 001 2701 56663
ACCOUNT TITLE: General Fund
Corrections
Software As A Service
NOT TO EXCEED: \$29,160.00

3/2/2023
Date


Chief Administrative Officer

Request for Legislative Action

Resolution No.: 21184
Sponsor: Venessa Huskey
Date: March 7, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21184
Sponsor(s):	Venessa Huskey	Legislature Meeting Date:	3/7/2023

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing the purchase of an annual software subscription service from Lexipol, LLC, of Frisco, Texas, in the amount of \$50,542.

Request Summary
<p>The annual Lexipol, LLC, policy management software subscription needs to be renewed for the contract term 2/1/2023 to 1/31/2024 at an actual cost to the County in the amount of \$50,542. Note: The GrantFinder subscription term is 1/1/2023 to 12/31/2023. Lexipol, LLC, is considered a Sole Source vendor as they are the original developer and owner of the software service used by the Sheriff's Office and Department of Corrections for Law Enforcement and Corrections Policy Manuals and Daily Training Bulletins.</p> <p>The renewal is necessary to continue our use of this valuable resource. We are requesting authorization to purchase the subscription renewal pursuant to Section 1030.1 Sole Source of Chapter 10 of the Jackson County Code.</p> <p>The invoices will be paid from the following line items:</p> <p>Invoice INVLEX14496 \$29,160 001-2701-56663 General Fund – Corrections – Software as a Service. Invoice INVLEX14521 \$20,887 001-4201-56663 General Fund - Sheriff's Office – Software as a Service. Invoice INVPR113160 \$495 001-4201-56663 General Fund – Sheriff's Office – Software as a Service.</p>

Contact Information			
Department:	Sheriff	Submitted Date:	2/24/2023
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:	\$50,542
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$50,542
Is it transferring fund?	No

Request for Legislative Action

Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	2701 (Corrections)	56663 (Software As A Service)	\$29,160
001 (General Fund)	4201 (Sheriff)	56663 (Software As A Service)	\$21,382

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20894	March 7, 2022
20587	December 14, 2020

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:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
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
•

Request for Legislative Action

History

Submitted by Sheriff requestor: Elizabeth A. Money on 2/24/2023. Comments:

Approved by Department Approver Ronald A. Fletcher on 2/24/2023 1:09:43 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 2/24/2023 1:34:52 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 2/24/2023 1:43:38 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 2/27/2023 11:38:56 AM. Comments:

Approved by Executive Office Approver Sylvania Stevenson on 2/27/2023 1:57:19 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 3/2/2023 1:40:46 PM. Comments:



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

INTER-OFFICE MEMO

To: Purchasing Department
From: Sgt. Jeffery Carpenter #10
Re: Lexipol, LLC, Sole Source Provider
Date: February 13, 2023

This memorandum is to request Sole Source designation for Lexipol, LLC, for the Law Enforcement and Corrections Policy Manuals and Daily Training Bulletins software service utilized by the Sheriff's Office and Department of Corrections. The renewal of this service is necessary to continue our use of this valuable resource.

Lexipol, LLC, furnishes state-specific policy management software that is a customizable package to manage, track and update our policies, procedures, and trainings. The service is designed to guide our agency in providing up to date, legally defensible policy and training content to our personnel. The software purchase was approved by Resolution 20587 on December 14, 2020 and has been in use by the Sheriff's Office and Department of Corrections since early 2021.

Sgt. Carpenter #10
02/13



POLICE1) CORRECTIONS1)
FIRE RESCUE1) EMS1) GOV1)

Invoice

Date 1/26/2023
Invoice # INVLEX14496
Terms Net 30
Due Date 2/25/2023
PO #

Bill To
 Jackson County Sheriff's Office
 4001 NE Lakewood Ct
 Lees Summit MO 64064
 United States

End User
 Jackson County Sheriff's Office (MO)

Contract Term
 2/1/2023 to 1/31/2024

Item
Annual Corrections Supplemental Manual(s) Annual Corrections Policy Manual & Daily Training Bulletins

Your invoice includes a 20 % discount.

Invoice Total 29,159.32
Amount Due \$29,159.32

Contact Information:
 Phone: 844-312-9500
 Email: receivables@lexipol.com

ACH Payments to:
 Lexipol LLC
 Routing# 031207607
 Account# 8026454197
 PNC Bank, N.A.
 249 Fifth Avenue
 Pittsburgh, PA 15222
 Payment Notice to receivables@lexipol.com

Please Make Checks Payable to:
 Lexipol LLC
 2611 Internet Blvd, Suite 100
 Frisco, Tx 75034-9085



POLICE1) CORRECTIONS1)
FIRE RESCUE1) EMS1) GOV1)

Invoice

Date 1/1/2023
Invoice # INVLEX14521
Terms Net 30
Due Date 1/31/2023
PO #

Bill To
 Jackson County Sheriff's Office
 4001 NE Lakewood Ct
 Lees Summit MO 64064
 United States

End User
 Jackson County Sheriff's Office (MO)

Contract Term
 2/1/2023 to 1/31/2024

Item
Annual Law Enforcement Policy Manual & Daily Training Bulletins Annual Law Enforcement Supplemental Manual(s)

Your invoice includes a 20 % discount.

Invoice Total 20,886.12
Amount Due \$20,886.12

Contact Information:
 Phone: 844-312-9500
 Email: receivables@lexipol.com

ACH Payments to:
 Lexipol LLC
 Routing# 031207607
 Account# 8026454197
 PNC Bank, N.A.
 249 Fifth Avenue
 Pittsburgh, PA 15222
 Payment Notice to receivables@lexipol.com

Please Make Checks Payable to:
 Lexipol LLC
 2611 Internet Blvd, Suite 100
 Frisco, Tx 75034-9085



POLICE1) CORRECTIONS1)
FIRE RESCUE1) EMS1) GOV1)

Invoice

Date 12/28/2022
Invoice # INVPR113160
Terms Net 30
Due Date 1/27/2023
PO #

Bill To

Jackson County Sheriff's Office
 4001 NE Lakewood Ct
 Lees Summit MO 64064
 United States

End User

Jackson County Sheriff's Office (MO)

Contract Term

4/1/2022 to 12/31/2023

2 of 2 Invoices
 Dates: 1/1/23 - 12/31/23

Description	Qty	Rate	Amount
LE/C Public Safety GrantFinder Subscription	1	495.00	495.00

Invoice Total 495.00
Amount Due \$495.00

Contact Information:
 Phone: 844-312-9500
 Email: receivables@lexipol.com

ACH Payments to:
 Routing# 031207607
 Account# 8026458657
 PNC Bank, N.A.
 249 Fifth Avenue
 Pittsburgh, PA 15222

Please Make Checks Payable to:
 Lexipol
 2611 Internet Blvd, Suite 100
 Frisco, Tx 75034-9085

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$220,000.00 within the 2023 Health Fund to cover the contracted locum tenens services of Dr. Tracy Dyer.

RESOLUTION NO. 21185, March 7, 2023

INTRODUCED BY Manuel Abarca IV, County Legislator

WHEREAS, the Interim Chief Medical Examiner has requested a transfer within the Medical Examiner’s Office’s budget to cover locum tenens services provided by Dr. Tracy Dyer, a Board-Certified Forensic Pathologist; and,

WHEREAS, this transfer is necessary to cover increased caseload and personnel shortages and to maintain National Association of Medical Examiner’s accreditation requirements; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2023 Health Fund:

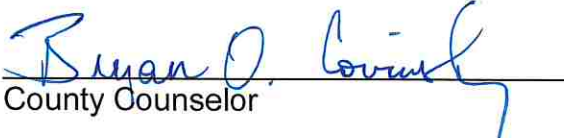
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund			
Medical Examiner			
002-2001	55010- Regular Salaries	\$220,000	
002-2001	56060- Medical and Dental Services		\$220,000

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. 21185 of March 7, 2023, as 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

Funds sufficient for this transfer are available from the source below.

ACCOUNT NUMBER: 002 2001 55010
ACCOUNT TITLE: Health Fund
Medical Examiner
Regular Salaries
NOT TO EXCEED: \$220,000.00

3/2/2023
Date


Chief Administrative Officer

Request for Legislative Action

Res. #21185
Sponsor: Manuel Abarca IV
Date: March 7, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21185
Sponsor(s):	Manuel Abarca IV	Legislature Meeting Date:	3/7/2023

Introduction
Action Items: ['Transfer']
Project/Title:
A resolution transferring \$220,000 within the 2023 Medical Examiner's fund to cover contracted locum services of Dr. Tracy Dyer.

Request Summary
Requesting transfer within the Medical Examiner's budget, to cover locum services provided by Dr. Tracy Dyer of Board Certified Forensic Pathologist coverage during increased case load and personnel shortage, and to maintain National Association of Medical Examiner's (NAME) accreditation requirements.

Contact Information			
Department:	Medical Examiner	Submitted Date:	2/24/2023
Name:	Kandi L. Brooke	Email:	KBrooke@jacksongov.org
Title:	Office Administrator	Phone:	816-881-6600

Budget Information			
Amount authorized by this legislation this fiscal year:			\$220,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$220,000
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
002 (Health Fund)	2001 (Medical Examiner)	55010 (Regular Salaries)	\$220,000
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
002 (Health Fund)	2001 (Medical Examiner)	56060 (Medical & Dental Services)	\$220,000

Request for Legislative Action

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

Request for Legislative Action

History

Submitted by Medical Examiner requestor: Kandi L. Brooke on 2/24/2023. Comments:

Returned for more information by Department Approver Lindsey Haldiman on 2/27/2023 8:55:01 AM.
Comments: Please change amount to be transferred to contract.

Submitted by Requestor Kandi L. Brooke on 2/27/2023 9:34:52 AM. Comments: Corrected.

Approved by Department Approver Lindsey Haldiman on 2/27/2023 9:39:21 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 2/27/2023 10:04:55 AM.
Comments:

Approved by Compliance Office Approver Ikeela Alford on 2/27/2023 10:18:27 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 2/27/2023 11:39:45 AM. Comments:

Approved by Executive Office Approver Sylvania Stevenson on 2/27/2023 2:03:50 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 3/2/2023 1:41:36 PM. Comments:

Fiscal Note:

Funds sufficient for this transfer are available from the sources indicated below.

PC# _____

Date: March 1, 2023

RES # 21185
eRLA ID #: 818

Org Code/Description	Object Code/Description	From	To
002 Health Fund			
2001 Medical Examiner	55010 Regular Salaries	\$ 220,000	\$ -
2001 Medical Examiner	56060 Medical & Dental Services		220,000
		<u>\$ 220,000</u>	<u>\$ 220,000</u>

David Moyer
Budget Office

**AGREEMENT BETWEEN
TRACY DYER, M.D. AND JACKSON COUNTY FOR
MEDICAL SERVICES**

THIS AGREEMENT, by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the State of Missouri, (hereinafter referred to as "the County,") and **Tracy Dyer, M.D.**, (hereafter referred to as "Provider"), 610 Blair Blvd Dallas, TX 75223, is made and entered into this 29th day of December, 2022.

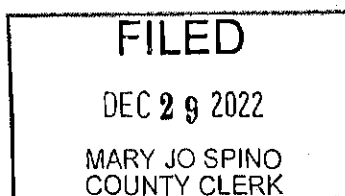
WITNESSETH:

WHEREAS, the County has determined that it is in the best interest of its citizens to contract for the services of a forensic pathologist to relieve the County's Office of the Medical Examiner due to the excess caseload and at such times as otherwise needed, at the direction of the Chief Medical Examiner; and

WHEREAS, Provider has the knowledge and expertise to carry out these duties and is ready, willing and able to provide such services; and

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Provider shall provide pathologist services necessary to the operation of the Jackson County Medical Examiner's Office during the time of increased workload, and at such other times as needed at the Chief Medical Examiner's direction.
2. The County shall pay Provider at the rate of \$3,000 per calendar day for services performed under this Agreement in a total amount not to exceed \$ 220,000 for the term of this Agreement.



3. Provider shall be entitled to reimbursement for lodging, food, and travel, relating to scheduled days of service. Reimbursement for lodging and meals is limited to the rates specified for federal employees on the USGSA website.

4. The parties understand that the maximum amount to be expended under this Agreement for professional fees and expenses is \$ 220,000. Provider shall invoice the County for her fees on a monthly basis and said invoices shall be paid by the County promptly upon receipt.

5. If follow-up services, such as court testimony, are required by the County as a result of Provider's performance of its duties under this Agreement, she shall make herself available for such services, at a fee to be negotiated between Provider and the requesting party.

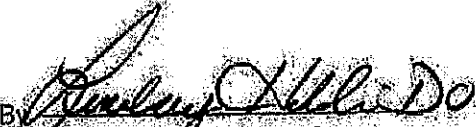
6. It is agreed that Provider shall secure adequate professional liability insurance in the amount required to maintain a valid Missouri medical license. Provider agrees to give County notice of any malpractice liability claim made or litigation instituted against Provider which directly, indirectly, or otherwise in any way affects or might affect the County.


7. This Agreement may be terminated by either party hereto by giving a thirty (30) day notice in writing to the other party of its intent to cancel.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

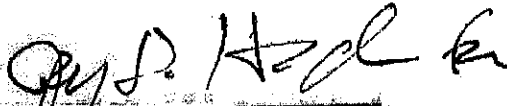
JACKSON COUNTY, MO

TRACY DYER, M.D.

By 
Lindsey J. Heidman, D.O.
Interim Chief Medical Examiner

By 
Federal I.D. No. 545705036

APPROVED AS TO FORM:

By 
Brian O. Covinsky
County Counselor

REVENUE CERTIFICATE

Funds are subject to appropriation in the County's 2023 annual budget.

12-29-2022
Date


Director of Finance and Purchasing

*Pending adoption
of FY 2023 budget*

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION congratulating Nilda Serrano on the occasion of her retirement on March 8, 2023, after twenty-three years of service, most recently at the Jackson County Sheriff's Office, Detention Center.

RESOLUTION NO. 21186, March 7, 2023

INTRODUCED BY Venessa Huskey, County Legislator

WHEREAS, Nilda Serrano joined the Jackson County Department of Corrections in 1992, where her desire to grow and be challenged resulted in her holding numerous positions at the Detention Center; and,

WHEREAS, Nilda's significant career accomplishments include serving as a Recreation and inmate worker supervisor, lieutenant, and captain, and currently as a supervisor in the Records Unit; and,

WHEREAS, Nilda has coached, taught, and trained many employees in her various leadership positions; and,

WHEREAS, Nilda was named the Most Valuable Player in the Records Unit in 2022; and,

WHEREAS, Nilda has always been appreciated for her professionalism, high ethical standards, and integrity; and,

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

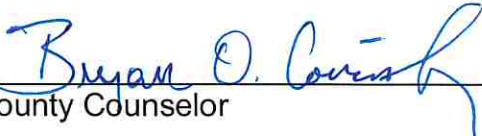
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby congratulates Nilda Serrano on the occasion of her retirement and extends best wishes in all of her future endeavors.

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. 21186 of March 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

Res. #21186
Sponsor: Venessa Huskey
Date: March 7, 2023

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21186
Sponsor(s):	Venessa Huskey	Legislature Meeting Date:	3/7/2023

Introduction

Action Items: ['Courtesy']

Project/Title:

We are requesting a Courtesy Resolution in honor of Nilda Serrano for her retirement after twenty-three years and five months of service at the Jackson County Sheriff's Office Detention Center. Nilda's official retirement date is March 8, 2023.

If possible, we would like this to be added to the agenda Tuesday, March 7, 2023 or the closest date to her official retirement.

Request Summary

We are requesting a Resolution congratulating Nilda Serrano on her retirement after twenty-three years and five months of service at the Jackson County Sheriff's Office, Detention Center.

Nilda Serrano began her journey with the Detention Center in 1992. Her desire to grow and be challenged is reflected in the numerous positions she held at the Detention Center. Serrano was the Recreation and Inmate Worker Supervisor, a Lieutenant, a Captain and currently a Supervisor in the Records Unit.

Nilda Serrano coached, taught, and trained many employees and was most recently awarded the MVP of the Records Unit in 2022. Nilda's daily presence will be deeply missed by her colleagues who wish her the very best in her future endeavors.

Nilda Serrano's official retirement date is March 8, 2023.

Contact Information

Department:	Corrections	Submitted Date:	2/7/2023
Name:	Deloris M. Wells	Email:	DWells@jacksongov.org
Title:	Deputy Director of Administration	Phone:	816-881-4210

Budget Information

Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0

Request for Legislative Action

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

Fiscal Information

Request for Legislative Action

History

Submitted by Corrections requestor: Deloris M. Wells on 2/7/2023. Comments:

Approved by Department Approver Diana L. Knapp on 2/7/2023 10:41:16 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 2/7/2023 10:52:28 AM.
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 2/7/2023 11:06:29 AM. Comments:

Not applicable by Budget Office Approver David B. Moyer on 2/7/2023 11:22:54 AM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 2/7/2023 2:56:45 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 3/2/2023 1:42:19 PM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Tuesday, March 7, 2023, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 21187, March 7, 2023

INTRODUCED BY DaRon McGee, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Tuesday, March 7, 2023, during the regularly scheduled meeting of the Legislature; and,

WHEREAS, public notice of such closed meeting has been given by inclusion of this Resolution on the published agenda for said meeting; and,


WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, and/or litigation; and,

WHEREAS, such closed meeting is allowable under section 610.021(1) of the Revised Statutes of Missouri; now therefore,


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Tuesday, March 7, 2023, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

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. 21187 of March 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 celebrating the 125th anniversary of the Kansas City Public Library's Westport Branch.

RESOLUTION NO. 21188, March 7, 2023

INTRODUCED BY Manuel Abarca IV, County Legislator

WHEREAS, in the late 1800s, the Westport community recognized the importance of having a library for the public and led a campaign to establish a library; and,

WHEREAS, Arthur M. Allen, a former Jackson County presiding judge, and his associates pushed a bill through the Missouri General Assembly to provide funds for the construction of such a library; and,

WHEREAS, a plot of land was purchased for \$1,800, and construction of the library began in 1896; and,

WHEREAS, the library opened its doors on February 22, 1898, becoming the first branch of the Kansas City Public Library system; and,

WHEREAS, the Westport Branch is celebrating its 125th anniversary, marking it as the oldest library facility in Kansas City, a significant milestone in the history of the Westport area; and,

WHEREAS, the Westport Branch has served as a cornerstone of the Westport neighborhood, anchoring the historic trading post and becoming a treasure of the community; and,

WHEREAS, the Legislature acknowledges and recognizes the Westport Branch's prominent historical significance in this area of the County as one of the oldest buildings left in Westport; and,

WHEREAS, preservation, education, and celebration, could not be done without the work of organizations like the Historic Kansas City Foundation; and,

WHEREAS, the Westport Branch survived a period of uncertainty in the mid- to late-1980s and underwent extensive renovation in 1998, maintaining its historic significance and continuing to serve as a vital resource to the community; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature recognizes the 125th anniversary of the Westport Branch of the Kansas City Public Library and congratulates the library on its longstanding history of service and dedication to the community; and,

BE IT FURTHER RESOLVED that the Legislature extends its appreciation to the library staff for its tireless efforts in preserving the history and resources of the Westport Branch and congratulates the staff on this significant milestone; and,

BE IT FURTHER RESOLVED that the Legislature encourages all residents of Jackson County to celebrate the Westport Branch's quasquicentennial anniversary and participate in the activities and events planned throughout the week.

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. 21188 of March 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