



COVID-19 UPDATE REPORT

Jackson County Health Department — Jan. 4, 2023

Source	New Cases per 100k	COVID-19 Hospital Admissions	Community Level	Context
CDC	148.93	14.5 per 100k	Medium	Includes all of Jackson County

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

COVID-19 Case Rate



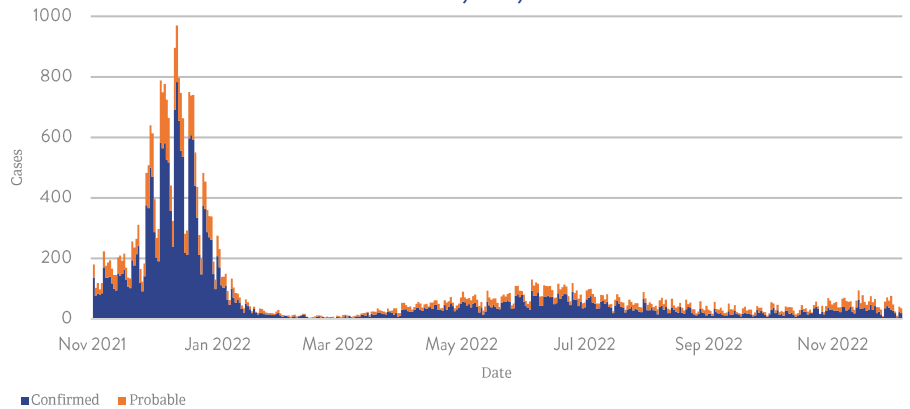
128.9

7-day case rate per 100,000

0.6%

increase from 4 weeks previous

COVID-19 CASES BY DAY, EJC, DEC. 2021 – JAN. 2023



Hospitalizations



24

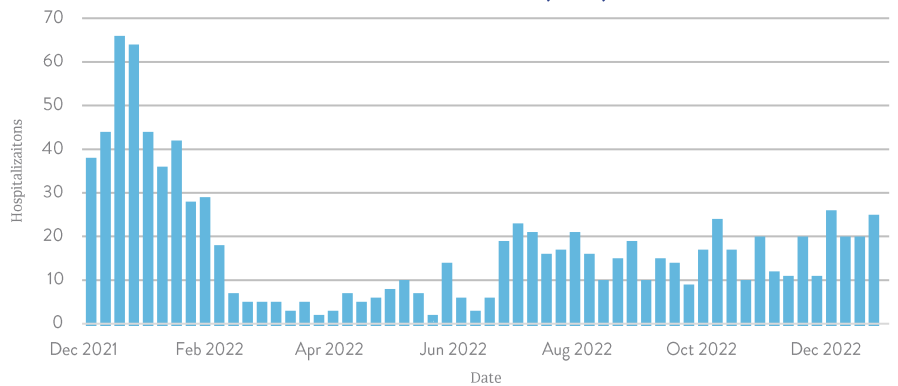
hospitalizations in past 7 days

200%

increase from 4 weeks previous

*MARC is no longer reporting this data. EpiTrax reporting of hospitalization will be used moving forward.

COVID-19 HOSPITALIZATIONS BY WEEK, EJC, DEC. 2021 - JAN. 2023



Eastern Jackson County Vaccinations

% First Dose Only	% Completed Vaccination	% Up-to-Date*	Doses Administered by JACOHD
63.71%	59.48%	7.97%	90,887

COVID-19 Deaths in Eastern Jackson County

Change in COVID-19 Deaths	% Overall COVID-19 Case Fatality	Total COVID-19 Deaths
+7	1.05%	867

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 **377 new cases**. The 7-day case rate **decreased** from 134.1 (week: 12/18) to 128.9 (week: 12/25).

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.

*Up-to-date vaccination: the percent of the EJC population aged 5+ that has received a bivalent booster. EJC vaccination records are current as of 10/31.

Per CDC totals for all of Jackson County, 14.3% of the 5+ population has received the 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

January 6, 2023 – January 12, 2023

01-06-2023 Friday

NO MEETINGS –

NO ANTI-CRIME, BUDGET, FINANCE & AUDIT,
HEALTH & ENVIRONMENT, INTER-GOVERNMENTAL
AFFAIRS, JUSTICE & LAW ENFORCEMENT, LAND USE,
PUBLIC WORKS, RULES OR 911 OVERSIGHT
COMMITTEE

01-09-2023 Monday

10:00 A.M.

**LEGISLATIVE MEETING -
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area**

01-10-2023 Tuesday

NO MEETINGS –

01-11-2023 Wednesday

NO MEETINGS –

01-12-2023 Thursday

NO MEETINGS –

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE authorizing the issuance of special obligation bonds (Justice with Dignity Project) Series 2022A of Jackson County, Missouri, and authorizing certain other documents and actions in connection therewith.

ORDINANCE NO. 5667, September 19, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, Jackson County operates pursuant to a County Home Rule Charter and is a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and,

WHEREAS, the County desires to finance, refinance, and reimburse the costs of certain capital improvements and is authorized under the provisions of the Constitution of Missouri and the County Charter to issue and sell special obligation bonds for the purpose of providing funds to finance, refinance, and reimburse the costs of certain capital improvements and to provide that the principal of and interest on such special obligation bonds shall be payable solely from the revenues derived from annual appropriations by the Legislature; and,

WHEREAS, the Legislature finds and determines that it is advantageous and in the best interests of the County that the County issue its Special Obligation Bonds (Justice With Dignity Project) Series 2022A (the "Bonds") for the purpose of (a) financing, refinancing and reimbursing a portion of the costs of acquiring, constructing, renovating, improving, furnishing and equipping a new detention center (the "Project"), (b) funding a capitalized interest fund, and (c) paying the costs of issuing the Bonds; and,

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the County and of its inhabitants that the Bonds be issued and secured in the form and manner as hereinafter provided to provide funds for such purposes and to provide that the principal of and interest on such special obligation bonds shall be payable solely from amounts appropriated on an annual basis by the Legislature; now therefore,

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

Section 1. **Approval of Issuance of the Bonds.** The Legislature hereby approves the issuance of the Bonds for the purpose of (a) financing, refinancing, and reimbursing a portion of the costs of acquiring, constructing, furnishing, and equipping the Project, (b) funding a capitalized interest fund, and (c) paying the costs of issuing the Bonds. The Bonds shall be issued and secured pursuant to the herein approved Indenture. The Bonds shall be dated, shall become due in the years and in the respective principal amounts and shall bear interest and be payable as provided in the herein described and approved Indenture.

The Bonds shall be sold to Morgan Stanley & Co. LLC, as representative of the underwriters (the "Underwriter"), at the prices and upon the terms and conditions set forth by a bond purchase agreement between the County and the Underwriter (the "Bond Purchase Agreement"); provided, however, that the Bonds shall be delivered in a principal

amount sufficient, after funding capitalized interest on the Bonds and paying costs related to the issuance of the Bonds, to provide an amount not exceeding \$200,000,000 for the construction of the Project, shall have a final maturity not later than 2058, shall have a weighted average maturity of not less than 15 years and not more than 30 years, shall bear interest at various interest rates not to exceed a true interest cost of 5.75%, shall be callable not later than 2032, and shall be sold to the Underwriter with an underwriter's discount not to exceed 0.50% of the principal amount of the Bonds. The signatures of the authorized officials of the County on the Indenture and the Bond Purchase Agreement shall constitute conclusive evidence of their approval and the County's approval thereof.

Section 2. **Limited Obligations.** The Bonds and the interest with respect thereto shall be limited obligations, payable solely out of the rents, revenues and receipts received by the Trustee, as described herein, from the County pursuant to the herein authorized Indenture. The Bonds and the interest with respect thereto shall not constitute a debt or liability of the County, the State of Missouri, or of any political subdivision thereof, and the Bonds shall not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 3. **Authorization of Documents.** The County is hereby authorized to execute the following documents (the "County Documents") in substantially the forms on file in the records of the Clerk of the County Legislature, with such changes therein as shall be approved by the officers of the County executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Indenture.

(b) Tax Compliance Agreement between the County and BOKF, N.A., as Trustee (the “Trustee”).

(e) Bond Purchase Agreement between the County and the Underwriter.

Section 4. **Execution of Documents.** The County is hereby authorized to enter into and the County Executive and Clerk of the County Legislature are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the County, the County Documents, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 5. **Preliminary and Final Official Statement.** The Preliminary Official Statement, in substantially the form on file in the records of the County, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The County Executive and Clerk of the County Legislature are hereby authorized to execute the final Official Statement as so supplemented, amended and completed. The use and public distribution of the Preliminary Official Statement is hereby

ratified and approved, and the use and public distribution of the final Official Statement by the Underwriter in connection with the reoffering of the Bonds is hereby authorized, all in accordance with and as further specified in the Bond Purchase Agreement.

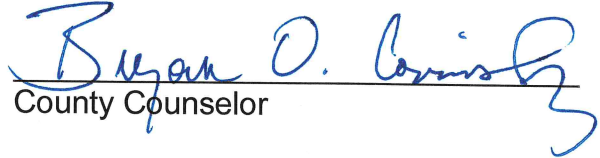
Section 6. **Further Authority.** The officers, agents, and employees of the County, including the County Executive and Clerk of the County Legislature, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the County with respect to the County Documents, to make alterations, changes, or additions in the foregoing agreements, statements, instruments, and other documents herein approved, authorized and confirmed that they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. **Effective Date.** This Ordinance shall take effect and be in full force immediately after its adoption in accordance with the Charter of the County.

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. 5667 introduced on September 19, 2022, was duly passed on _____, 2022 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. 5667.

Date

Frank White, Jr., County Executive

Request for Legislative Action

Ord. #5667

Sponsor: Tony Miller

Date: September 19, 2022

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5667
Sponsor(s):	Tony Miller	Legislature Meeting Date:	9/19/2022

Introduction
Action Items: ['Authorize']
Project/Title:
AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED OF \$202,390,000 PRINCIPAL AMUOUNT OF SPECIAL OBLIGATION BONDS (JUSTICE WITH DIGNITY PROJECT) SERIES 2022A, OF JACKSON COUNTY, MISSOURI, AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

Request Summary
Administrative staff and the County's Financial Advisor (Columbia Capital) are recommending that the County issue Special Obligation Bonds (Justice With Dignity Project), Series 2022A (the "Bonds") for the purpose of (a) financing the costs of acquiring, constructing, renovating, improving, furnishing and equipping a new detention center (the "Project"), (b) funding a capitalized interest fund, and (c) paying the costs of issuing the Bonds.

Contact Information			
Department:	Finance	Submitted Date:	9/13/2022
Name:	John M. Gordon	Email:	JGordon@jacksongov.org
Title:	Treasurer	Phone:	816-881-1320

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:
5388	August 10, 2020
5561	November 8, 2021
5621	April 25, 2022
Prior Resolution	
Resolution:	Resolution date:
20626	February 22, 2021
20823	November 23, 2021
20332	December 9, 2019
20747	August 30, 2021
20721	July 12, 2021
20739	August 23, 2021
20889	February 28, 2022
20958	May 23, 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	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE: 45.00%	Scope of Service - Municipal Advisor
WBE: .00%	No goal assigned
VBE: .00%	No goal assigned
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

Request for Legislative Action

Finance/Budget approval.

History

Submitted by Finance requestor: John M. Gordon on 9/13/2022. Comments:

Approved by Department Approver Bob Crutsinger on 9/13/2022 1:33:22 PM. Comments:

Approved by Purchasing Office Approver Craig A. Reich on 9/13/2022 2:36:38 PM. Comments:

Returned for more information by Compliance Office Approver Katie M. Bartle on 9/13/2022 3:45:08 PM. Comments: Please include the name of the financial advisor vendor in the Request Summary.

Submitted by Requestor John M. Gordon on 9/13/2022 3:58:23 PM. Comments:

Approved by Department Approver Bob Crutsinger on 9/13/2022 4:06:32 PM. Comments:

Approved by Purchasing Office Approver Craig A. Reich on 9/13/2022 4:15:20 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 9/14/2022 11:11:03 AM. Comments:

Not applicable by Budget Office Approver Mark Lang on 9/14/2022 4:44:27 PM. Comments:

Approved by Executive Office Approver Troy Schulte on 9/14/2022 5:00:10 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 9/15/2022 10:53:45 AM. Comments:



**OFFICE OF THE COUNTY AUDITOR
JACKSON COUNTY, MISSOURI**

(816) 881-3302
Fax (816) 881-3340
www.jacksongov.org

COMPLIANCE REVIEW OFFICE
cro@jacksongov.org
415 E 12th Street, 2nd Floor
Kansas City, Missouri 64106

MEMORANDUM

DATE: September 13, 2022

SUBJECT: eRLA 651 Special Obligation Bond Issuance
58-21 Financial Advisor Services

Prime Contractor: Columbia Capital Management, LLC
Merriam, KS

Goal Status:

Goal Type	Assigned Percentage	Accepted Percentage	Percentage Paid to Date
MBE Independent Public Advisors, LLC	9.5%	45%	N/A – No payments made to date on this contract
WBE	0%	0%	0%
VBE	0%	0%	0%

Summary:

9.5% MBE goals were assigned to 58-21 Financial Advisory Services on the portion relating to municipal advisor services ONLY. No WBE or VBE goals were assigned. Goals do not apply to the issuance of bonds pursuant to Section 617.5 of the Jackson County Code.

RECEIVED
By Katie Bartle at 12:33 pm, Aug 12, 2022



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

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

**JACKSON COUNTY, MISSOURI
CONTRACTOR UTILIZATION PLAN**

Bid/RFP/RFQ Number: 58-21
Bid/RFP/RFQ Title: Financial Advisory Services
Contracting Department: Administration/Finance
Respondent: Columbia Capital Management, LLC

I, Jeff White, of lawful age and upon my oath state as follows:

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

The goals set by Jackson County, Missouri are:

9.5 % MBE 0 % WBE 0 % VBE

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

45 % MBE _____ % WBE _____ % VBE

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

Please note:

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

*****INTERNAL USE ONLY*****

CUP RECEIVED: _____ CUP APPROVED: KMB 8/12/22

GFE RECEIVED: _____ GFE APPROVED: _____


CUP REVISED: _____ REVISION APPROVED: _____

APPROVED GOALS: 45% MBE 0% WBE 0% VBE

RES/ORD: PS Contract 2022-016 AMT AWARDED: _____

NOTES: Vendor to be paid from bond issuance. No specific contract value is set. KMB

MBE SUBCONTRACTORS

	Description	Bidder Response	
A.	MBE Firm:	 Independent Public Advisors, LLC	INTERNAL USE ONLY Certifying Agency: <input checked="" type="checkbox"/> KCMO State of MO Approved: Y N Sub A Contract Value: \$
	Address line 1:	1201 NW Briarcliff Parkway, Suite 200 KC, MO 64116	
	Address line 2-include County:	Clay County	
	Telephone Number:	816-521-6844	
	President/Owner:	Tionna Pooler	
	Email Address:	tionna@ipamuni.com	
	Certifying Agency	City of Kansas City	
	Expiration Date of Certification:	March 9, 2022	
	Scopes of Work Utilized:	Municipal Advisor	
	Percentage of Contract Awarded:	45%	
B.	MBE Firm:		INTERNAL USE ONLY Certifying Agency: KCMO State of MO Approved: Y N Sub B Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
C.	MBE Firm:		INTERNAL USE ONLY Certifying Agency: KCMO State of MO Approved: Y N Sub C Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
		TOTAL MBE VALUE	\$

Add Additional Pages as Necessary

ACKNOWLEDGMENT

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

Good Faith Effort:

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

Contractor Modification Form:

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

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

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

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

Respondent Primary Contact: Jeff White
Title: Managing Member **Email:** jwhite@columbiacapital.com
Date: 1/07/2022 **Phone:** 913-312-8077

Subscribed and sworn to before me this 7th day of January, 2022

My Commission Expires: 2/18/2022
Stacey Lynn Walter

Notary Public
(Attach corporate seal if applicable)



For questions on this form please contact:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE to adopt the annual budget and set forth appropriations for the various spending agencies and the principal subdivisions thereof, for the fiscal year ending December 31, 2023.

ORDINANCE NO. 5701, November 28, 2022

INTRODUCED BY Theresa Cass Galvin, County Legislator

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following amounts are appropriated for the fiscal year ending December 31, 2023, for the spending agencies included within the categories designated below:

<u>APPROPRIATIONS</u>	<u>Recommended</u>
<u>General Fund - 001</u>	
County Administration	\$ 8,779,766
County Operations	48,931,657
County Public Safety	46,789,342
Courts	38,577,834
Facilities Management	11,746,987
Total	<u>154,825,586</u>
<u>Health Fund - 002</u>	
County Administration	3,250,000
County Operations	5,314,467
County Public Health	14,162,507
County Public Safety	6,470,000
Courts	366,051
Facilities Management	443,276
Total	<u>30,006,301</u>
<u>Park Fund - 003</u>	
County Operations	4,414,685
Parks + Rec	14,895,171
Total	<u>19,309,856</u>
<u>Special Road & Bride Fund – 004</u>	
County Operations	13,748,775
County Public Safety	699,707
Facilities Management	266,650
Total	<u>14,715,132</u>

Sewer Fund – 005

County Public Health		45,360
	Total	45,360

Convention & Sports Complex Fund – 007

County Operations		6,500,000
	Total	6,500,000

Anti-Crime Sales Tax Fund - 008

County Public Safety		30,960,353
Courts		4,221,866
	Total	35,182,219

Rock Island Railroad Capital Project Fund - 011

Parks + Rec		333,463
	Total	333,463

County Improvement Fund – 013

County Operations		1,715,000
Courts		100,000
Facilities Management		5,435,000
Parks + Rec		3,146,000
	Total	10,396,000

Sports Complex Sales Tax - Capital Project Fund - 019

County Operations		31,007,138
	Total	31,007,138

Prosecuting Attorney Training Fund - 026

County Public Safety		7,500
	Total	7,500

Law Enforcement Training Fund - 028

County Public Safety		50,000
Parks + Rec		5,000
	Total	55,000

Delinquent Sales Tax Fund - 030

County Public Safety		179,251
	Total	179,251

E-911 System Fund - 031

County Operations		6,936,896
County Public Safety		190,930
	Total	7,127,826

Inmate Security Fund - 036

County Public Safety		208,224
	Total	208,224

Domestic Abuse Fund - 041

County Administration		125,000
	Total	<u>125,000</u>

Recorder's Technology Fund - 042

County Operations		164,475
	Total	<u>164,475</u>

Homeless Assistance Fund - 043

County Administration		411,851
	Total	<u>411,851</u>

Recorder's Fee Fund - 044

County Operations		250,912
	Total	<u>250,912</u>

Assessment Fund - 045

County Administration		166,000
County Operations		11,700,199
	Total	<u>11,866,199</u>

Sheriff's Revolving Fund - 048

County Public Safety		406,137
	Total	<u>406,137</u>

American Rescue Plan Fund - 050

County Public Health		24,270,668
Facilities Management		50,450,000
	Total	<u>74,720,668</u>

Obligations to US Gov't Fund - 070

County Operations		642,695
	Total	<u>642,695</u>

Sports Complex Sales Tax Debt Service Fund - 072

County Operations		63,318,000
	Total	<u>63,318,000</u>

Special Obligation Bond Debt Service Fund - 073

County Operations		11,916,832
	Total	<u>11,916,832</u>

Park Enterprise Fund - 300

County Operations		1,134,469
Parks + Rec		7,277,174
	Total	<u>8,411,643</u>

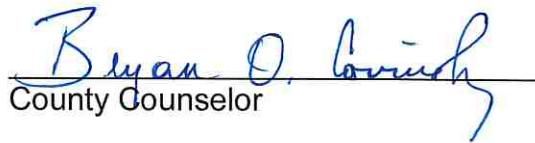
Total Appropriations **\$ 482,133,268**

Said funds are appropriated to each agency in accordance with the 2023 "Estimated Revenues, Recommended Appropriations, and Fund Balances - Fiscal Year 2023" as set out in the County Executive's 2023 Proposed Budget for Jackson County, in the detail and for the purposes contained and set forth therein, which is submitted to and approved by the Legislature and incorporated herein.

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. 5701 introduced on November 28, 2022, was duly passed on _____, 2022 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. 5701.

Date

Frank White, Jr.
County Executive

Request for Legislative Action

Ord. #5701

Sponsor: Theresa Cass Galvin

Date: November 28, 2022

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5701
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	11/28/2022

Introduction
Action Items: ['Authorize', 'Appropriate']
Project/Title:
To adopt the annual budget and set forth appropriations for the various spending agencies and the principal subdivisions thereof, for the fiscal spending year ending December 31, 2023.

Request Summary
To adopt the annual budget and set forth appropriations for the various spending agencies and the principal subdivisions thereof, for the fiscal spending year ending December 31, 2023. The attachment illustrates the recommended appropriations by fund for 2023.

Contact Information			
Department:	Finance	Submitted Date:	11/18/2022
Name:	Mark Lang	Email:	MLang@jacksongov.org
Title:	Budget Administrator	Phone:	816-881-3851

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

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5570	November 22, 2021
Prior Resolution	

Request for Legislative Action

Resolution:	Resolution date:
5461	November 23, 2020

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: Mark Lang on 11/18/2022. Comments:

Returned for more information by Department Approver Bob Crutsinger on 11/18/2022 11:45:48 AM. Comments: Return per our conversation.

Submitted by Requestor Mark Lang on 11/18/2022 11:54:09 AM. Comments: Prior Ordinance number has been corrected.

Approved by Department Approver Bob Crutsinger on 11/18/2022 12:02:31 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 11/18/2022 1:25:13 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 11/18/2022 1:56:48 PM. Comments:

Approved by Budget Office Approver Mark Lang on 11/18/2022 2:13:53 PM. Comments:

Approved by Executive Office Approver Sylvania Stevenson on 11/18/2022 3:34:49 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 11/22/2022 11:28:15 AM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE setting the 2023 Jackson County, Missouri tentative tax levy.

ORDINANCE NO. 5702, November 28, 2022

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, chapter 5, section 539.00 of the Jackson County Code requires the County Legislature to adopt a tentative tax levy sufficient to provide for appropriations in the County budget; and,

WHEREAS, the proposed 2023 annual County budget would require the following tax levies on each hundred dollars of assessed valuation for the fiscal year 2023:

<u>FUND</u>	<u>LEVY</u>
General Fund	0.2485
Health Fund	0.2642
Park Fund	0.1330
Special Road & Bridge Fund	<u>0.2471</u>
TOTAL ALL FUNDS	<u>\$0.8911</u>

and,

WHEREAS, pursuant to authorization granted by sections 67.500 through .545, RSMo, the qualified voters in Jackson County on November 6, 1979, approved Jackson County Proposition #1 which imposed a county-wide sales tax of one-half of one percent and required that the total county property tax levy be reduced by 70% of the total amount of the sales tax revenues in the tax year; and,

WHEREAS, section 67.505, RSMo, requires that after the County has determined its budget, the total property tax levy must be reduced in an amount sufficient to decrease the total property taxes it will collect by an amount equal to 70% of the sales tax revenue in the same tax year; and,

WHEREAS, section 67.500 defines “sales tax revenue collected” as the amount of sales tax revenue received by a county during the first six calendar months of any year multiplied by two, which is not to be confused with budgeted revenues; and,

WHEREAS, the tentative estimate of the sales tax revenues in 2023, after economic activity taxes are remitted, is \$58,348,376.20; and,

WHEREAS, this tentative estimate is subject to revision based upon actual sales tax revenues during the first six months of 2023 and the permanent levy to be adopted in September 2023 will reflect actual sales tax revenues during the first six months of 2023; now therefore,

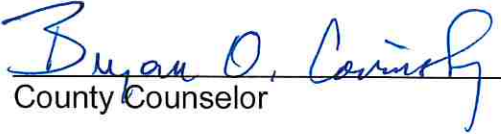
BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that, based upon tentative estimates of the sales tax revenues in 2023 and based upon the appropriations in the 2023 annual County budget, the following amounts on each one hundred dollars of assessed valuation be set as the Jackson County tentative tax levy for the fiscal year 2023 on real and personal property within Jackson County, Missouri:

<u>FUND</u>	<u>LEVY</u>
General Fund	0.2485
Health Fund	0.1701
Park Fund	0.1153
Special Road & Bridge Fund	<u>0.0771</u>
TOTAL ALL FUNDS	<u>\$0.6110</u>

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. 5702 introduced on November 28, 2022, was duly passed on _____, 2022 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. 5702.

Date

Frank White, Jr., County Executive

Request for Legislative Action

Ord. #5702
 Sponsor: Charlie Franklin
 Date: November 28, 2022

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5702
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	11/28/2022

Introduction
Action Items: ['Authorize']
Project/Title:
An ordinance setting the 2023 Jackson County, Missouri tentative tax levy.

Request Summary												
This ordinance seeks legislative approval for the tentative property tax levies and should be passed in conjunction with the 2023 recommended budget.												
Based on the estimates and appropriations in the 2023 recommended budget, the following amounts on each one hundred dollars of assessed valuation be set as the Jackson County tentative tax levy for the fiscal year 2023 on real and personal property within Jackson County, Missouri:												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;"><u>LEVY</u></td> <td></td> </tr> <tr> <td style="padding-left: 20px;">General</td> <td style="text-align: right;">\$0.2485</td> </tr> <tr> <td style="padding-left: 20px;">Health</td> <td style="text-align: right;">\$0.1701</td> </tr> <tr> <td style="padding-left: 20px;">Park</td> <td style="text-align: right;">\$0.1153</td> </tr> <tr> <td style="padding-left: 20px;">Special Road and Bridge</td> <td style="text-align: right;"><u>\$0.0771</u></td> </tr> <tr> <td style="padding-left: 20px;">TOTAL</td> <td style="text-align: right;">\$0.6110</td> </tr> </table>	<u>LEVY</u>		General	\$0.2485	Health	\$0.1701	Park	\$0.1153	Special Road and Bridge	<u>\$0.0771</u>	TOTAL	\$0.6110
<u>LEVY</u>												
General	\$0.2485											
Health	\$0.1701											
Park	\$0.1153											
Special Road and Bridge	<u>\$0.0771</u>											
TOTAL	\$0.6110											

Contact Information			
Department:	Finance	Submitted Date:	11/7/2022
Name:	John M. Gordon	Email:	JGordon@jacksongov.org
Title:	Treasurer	Phone:	816-881-1320

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:
5571	November 22, 2021
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 Finance requestor: John M. Gordon on 11/7/2022. Comments:

Returned for more information by Department Approver Bob Crutsinger on 11/7/2022 1:58:24 PM.
Comments: Returned per our conversation

Submitted by Requestor John M. Gordon on 11/7/2022 2:05:27 PM. Comments: added additional language to the request summary

Approved by Department Approver Bob Crutsinger on 11/7/2022 2:15:59 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 11/7/2022 2:25:49 PM.
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 11/8/2022 12:19:38 PM. Comments:

Not applicable by Budget Office Approver Mark Lang on 11/9/2022 3:40:50 PM. Comments:

Approved by Executive Office Approver Troy Schulte on 11/9/2022 3:49:16 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 11/22/2022 11:27:23 AM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$2,400.00 from the undesignated fund balance of the 2022 Grant Fund and authorizing the Director of Parks + Rec to execute a Cost-Share Agreement with the Missouri Department of Conservation for land management and invasive species removal services on County parkland.

ORDINANCE NO. 5703, November 28, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department applied for a grant and received a notice of award in the amount of \$2,400.00 under the Missouri Department of Conservation's Community Conservation Cost Share Program; and,

WHEREAS, the grant funds will be used to remove invasive plant species through controlled burns at Blue Springs Lake; and,

WHEREAS, this grant is subject to a 50% local match; and,

WHEREAS, the attached Agreement provides a suitable mechanism by which to implement the County's participation in the plan; and,

WHEREAS, an outside vendor will be utilized to complete the work in connection with this grant; and,

WHEREAS, an appropriation is necessary to place the grant funds needed for this program in the proper spending account; now therefore,

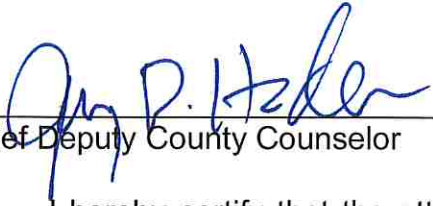
BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Controlled Burn MDC 010-1665	45626 – Increase Revenues	\$2,400	
Non-Specific Department 010-9999	32810 – Undesignated Fund Balance		\$2,400
Non-Specific Department 010-9999	32810- Undesignated Fund Balance	\$2,400	
Controlled Burn MDC 010-1665	56790- Other Contractual Services		\$2,400

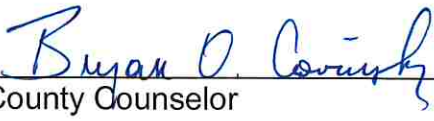
BE IT FURTHER ORDAINED that the Director of Parks + Rec be and hereby is authorized to execute the attached agreement for the County's participation in the Missouri Department of Conservation's Community Conservation Cost-Share Program.

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. 5703 introduced on November 28, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

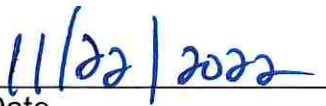
I hereby approve the attached Ordinance No. 5703.

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: \$2,400.00



Date



Chief Administrative Officer

COST SHARE REQUEST / AGREEMENT


AGREEMENT BETWEEN MO DEPT. OF CONSERVATION (MDC), _____ AND:

Landowner/Cooperator Name:
Jackson County Parks and Recreation

Address
22807 Woods Chapel Road

City: **Blue Springs** State: **Missouri** Zip: **64015** Phone(s): **816-365-6441**

County: **Jackson Co** Township: _____ Range: _____ Section: _____



Practice / Components (Program)	Project Number (ex. MDC 200.B.1)	Units Planned (acres, feet, etc.)	Cost Share Rate	Maintenance (years)	Partner Funding Requested	MDC Funding Requested	Units Completed (acres, feet, etc.)	Partner Funding Earned	MDC Funding Earned
Prescribed Fire	900.A.3	50 acres	50%		\$ 2,400.00	\$2,400.00		\$ 2,400.00	\$2,400.00
Contract prescribed fire on 50 urban wild acres including glade restoration at Blue Springs Park									
TOTALS					\$ 2,400.00	#####		\$ 2,400.00	

* Attach Plan (if program requires)

Non-Focus Area [] Tier 1-4 Priority Geography [X] Tier 1 Priority Geography With RCT approval [] Geography Name: 16 MOST POPULOUS COUNTIES

List landowner's objectives: Wildlife Forestry/Woodland Wetland/Aquatic Prairie/Glade Recreation Other

I REQUEST COST SHARE ASSISTANCE TO INSTALL THE ABOVE DESCRIBED PRACTICE(S). IF FUNDED, I AGREE TO MAINTAIN THE PRACTICES FOR THE SPECIFIED MAINTENANCE LENGTH FOR EACH PRACTICE LISTED ABOVE, AND I AGREE TO REFUND ALL OR PART OF THE COST SHARE ASSISTANCE PAID TO ME IF, BEFORE THE EXPIRATION OF THE SPECIFIED PRACTICE LIFESPAN, I (a) FAIL TO SATISFACTORILY MAINTAIN THE PRACTICE, (b) DESTROY THE APPROVED PRACTICE, OR (c) VOLUNTARILY RELINQUISH CONTROL OR TITLE TO THE LAND ON WHICH THE APPROVED PRACTICE HAS BEEN ESTABLISHED AND THE NEW OWNER AND/OR OPERATOR OF THE LAND DOES NOT MAINTAIN THE PRACTICE FOR THE REMAINDER OF ITS LIFESPAN, WHETHER OR NOT NEW OWNER AGREES TO MAINTAIN THE PRACTICE. I FURTHER UNDERSTAND THAT FAILURE TO COMPLY WITH THIS AGREEMENT MAY MAKE ME INELIGIBLE FOR PARTICIPATION IN FUTURE MDC COST SHARE PROGRAMS. FAILED PRACTICES DUE TO CAUSES BEYOND THE LANDOWNER'S CONTROL (E.G. DROUGHT, FLOOD, ETC.) AS DETERMINED BY THE RESOURCE PLANNER, ARE CONSIDERED "NO-FAULT" TERMINATED. PENDING AVAILABLE FUNDING, LANDOWNER IS ELIGIBLE TO RE-ESTABLISH FAILED PRACTICE AS A NEW PRACTICE, WITH ALL DOCUMENTATION AND TIMELINES REINITIATED. I CERTIFY THAT THE FUNDS REQUESTED ABOVE DO NOT DUPLICATE (although they may be used in conjunction or "piggybacked" with) FUNDS PROVIDED BY OTHER STATE OR FEDERAL COST SHARE PRACTICES AND THAT MULTIPLE PROGRAM ENROLLMENT ON THE SAME ACRE(S) WILL BE FOR COMPLIMENTARY PURPOSES. IN SIGNING THIS FORM (SPOUSES SHOULD CO-SIGN), I (WE) ATTEST AND CONFIRM SOLE LEGAL OWNERSHIP OF THE PROPERTY WHERE THESE PRACTICES WILL BE IMPLEMENTED, OR CAN LEGALLY REPRESENT THE OWNERSHIP (MDC POA FORM REQUIRED) FOR THE PURPOSE OF ENTERING INTO THIS CONTRACT TO IMPLEMENT THESE PRACTICES AND ACCEPT PAYMENT ON BEHALF OF ALL OWNERS

- HERITAGE REVIEW HAS BEEN COMPLETED Monarch Planting Native Forage New Customer MDC Employee

LANDOWNER(S) SIGNATURE _____ DATE _____

_____ DATE _____

_____ DATE _____

PARTNER REVIEW (if applicable) _____ DATE _____

_____ DATE _____

ALLOCATION APPROVED (MDC) _____ DATE _____

_____ DATE _____

PRACTICE(S) COMPLETED (MDC) _____ DATE _____

_____ DATE _____

Region: Kansas City	Approved By: (Print Name) Steve Hoel
Amount of Payment: \$0.00	Signature: _____
WPI number: _____ Acct. Number: _____	Title: CPLC Unit Supervisor
Object Code Number: 3403	Date: _____
Appropriation: Expense	

Community Conservation LCAP Cost/Share Project Proposal

Project Title and Partners:

Title: Blue Springs Glade Prescribed Fire

Location: Blue Springs Park, Blue Springs, MO in Jackson County.

MDC project leader: Joe DeBold

Primary partner organization and contact: Jackson County Parks – Natural Resources
Don O’Keefe (816) 365-6441

Budget summary:

Total MDC Request: \$2,400

Partner match: \$2,400

Total Project Cost: \$4,800

Note: Included in the Partner Matching funds, Jackson County Parks will assist the contractor during the burn with their natural resources staff and equipment as needed.

Project Details:

Need and objectives: Prescribed fire contractor and assistance from Jackson County Parks – Natural Resources staff.

Project area and habitat type: 50 acres mixed with forest, grassland, and glade. Invasive species present including bush honeysuckle, eastern red cedar, Johnson grass, and sericea lespedeza.

Expected benefits: Converting land back to native species, revitalization, and restoration of the natural glade, and benefiting the localized natural community.

Approach/methodology:

- 1) Select contractor based on availability, estimate, and insurance/liability.
- 2) Contractor will conduct prescribed fire with assistance from Jackson County Parks provided Jackson County is able to fund.
- 3) Jackson County Parks – Natural Resources staff will follow-up on a periodic basis with chainsaw/cut-stump treatment, spraying, and other invasive species removal within the burn unit after the fire is concluded.

BURN UNIT – outlined in RED (Glade outlined in center of burn unit RED)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Outdoor Underwriters, Inc. 140 Stoneridge Drive Suite 230 Columbia SC 29210	CONTACT NAME: PHONE (A/C No. Ext): (866) 961-4101	FAX (A/C. No.):	
	E-MAIL ADDRESS:		
INSURED Blackwell Creek Forestry 14435 LIV 251 Chillicothe, MO 64601 Phone - 660-973-2714	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Certain Underwriters @ Lloyds		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		02FR22B0479	6/1/2022	6/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 1,000,000
							FORESTERS SPECIAL	\$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

Jackson County Parks & Recreation
 22807 Woods Chapel Rd.
 Blue Spring, Mo. 64015

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



JACKSON COUNTY, MISSOURI
PURCHASING DEPARTMENT
 415 EAST 12TH STREET
 KANSAS CITY, MISSOURI 64106-2706
 (816) 881-3267
 FAX: (816) 881-3268

PURCHASE ORDER	
This number must appear on all packing slips, shipping documents, packages and invoices.	
PO - 1624 - 50576	
Page Number 1 of 1	Purchasing Order Date 09/23/2022

SHIP TO JACOMO ADMINISTRATION OFFICE
 JACKSON CO PARKS & RECREATION
 22807 WOODS CHAPEL ROAD
 BLUE SPRINGS, MO 64015
 AMARSHEL@JACKSONGOV.ORG, MO 64015

VENDOR PHILIP M SNEED
 14435 LIV 251
 CHILLICOTHE, MO 64601

FEDERAL TAX EXEMPT NO. 43-91-0217K
 STATE SALES TAX EXEMPT SEC. 30 (10)
 ARTICLE 3, MISSOURI CONSTITUTION
 MISSOURI TAX I.D. 12495671

DELIVERY DATE: 09/29/2022
 DELIVERY HOURS - MON TO FRI 8:00 AM - 4:00 PM

BUYER / PHONE NUMBER		ACCOUNT CODES		REQUESTED BY		
Katelyn Edgar 816-881-3292				NORRIS KAY		
BID #		F.O.B.	DELIVERY	REQ #		
		DESTINATION	INSIDE DELIVERY REQUIRED	RE-0321158090034201302-000		
Line No.	Quantity	Unit	Item Description		Unit Price	Amount
1	0.00		SERVICES, GROUNDSKEEPING Prescribed burn @ Blue Springs glade POC: Belinda Bass 816-365-2980 003-1624-56790-999-9999-9999-22 This Purchase Order is issued under Section 1030.5 of Chapter 10 of the Jackson County Code.			3,484.00
					TOTAL	3,484.00

I CERTIFY THAT THERE IS A BALANCE OTHERWISE UNENCUMBERED TO THE CREDIT OF THE APPROPRIATION TO WHICH THIS REQUEST IS CHARGEABLE, AND A CASH BALANCE OTHERWISE UNENCUMBERED IN THE TREASURY TO THE CREDIT OF THE FUND FROM WHICH PAYMENT IS TO BE MADE, EACH SUFFICIENT TO MEET THE OBLIGATORY HEREBY AUTHORIZED.

Please Render Invoice To:

JACOMO ADMINISTRATION OFFICE
 JACKSON CO PARKS & RECREATION
 22807 WOODS CHAPEL ROAD
 BLUE SPRINGS, MO 64015
 AMARSHEL@JACKSONGOV.ORG

Contact: ANDREA MARSHEL
 Phone: 816-503-4828

DIRECTOR OF FINANCE / PURCHASING



14435 LIV 251
Chillicothe, MO 64601
660-973-2714

Proposal

Date	Estimate #
8/29/2022	22-030

Name / Address
Jackson County Parks & Recreation 22807 Woods Chapel Road Blue Springs, MO 64015

www.blackwellcreekforestry.com

Project
Rx Burn 21

Description	Qty	Rate	Total
Prescribed Burning - Woodland (est. 52 ac)		3,484.00	3,484.00
Please call if you have questions		Total	\$3,484.00

Request for Legislative Action

Ord. #5703
Sponsor: Tony Miller
Date: November 28, 2022

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5703
Sponsor(s):	Tony Miller	Legislature Meeting Date:	11/28/2022

Introduction

Action Items: ['Authorize']

Project/Title:

An Resolution authorizing the Director of Parks + Rec to execute a Cost Share Agreement with the Missouri Department of Conservation in the amount of up to \$2,400, awarded to Jackson County for land management and invasive species removal services on County parkland.

Request Summary

Jackson County Parks + Rec applied for, and received, notice of award in the amount of up to \$,2400 under the Missouri Department of Conservation's Community Conservation Cost Share Program. The funds will be utilized to remove invasive plant species through controlled burns at Blue Springs Lake, through methods approved by the Department of Conservation. A copy of the Cost Share Agreement is attached. Funding for the 50% cost share match is available within the Parks Department's approved 2022 budget, Account 003-1624-56790. The Department intends to utilize an outside vendor to perform a portion of the work.

Contact Information

Department:	Parks + Rec	Submitted Date:	10/31/2022
Name:	Kay Norris	Email:	knorris@jacksongov.org
Title:	Administrative Assistant, Park Operations	Phone:	816-503-4824

Budget Information

Amount authorized by this legislation this fiscal year:	\$2,400		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$2,400		
Is it transferring fund?	Yes		
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$2,400

Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	1665 (Controlled Burn MDC)	56790 (Other Contractual Services)	\$2,400

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5679	October 10, 2022
Prior Resolution	
Resolution:	Resolution date:
20893	March 7, 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"> Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

Request for Legislative Action

History

Submitted by Parks + Rec requestor: Kay Norris on 10/31/2022. Comments:

Approved by Department Approver Michele Newman on 11/2/2022 4:32:17 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 11/3/2022 11:11:54 AM.
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 11/3/2022 11:16:23 AM. Comments:

Returned for more information by Budget Office Approver Sarah L. Matthes on 11/7/2022 9:19:18 AM.
Comments: Please follow the example of Ord 5679. Use 1665 instead of 1664.

Submitted by Requestor Brian P. Nowotny on 11/18/2022 11:39:22 AM. Comments: Updated account information

Approved by Department Approver Susan I. Kinnaman on 11/18/2022 1:20:28 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 11/18/2022 1:26:24 PM.
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 11/18/2022 1:59:55 PM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 11/18/2022 3:23:48 PM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Troy Schulte on 11/20/2022 3:51:27 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 11/22/2022 1:22:44 PM. Comments:

Supplemental Appropriation Request Jackson County, Missouri

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

Date: November 22, 2022

ORD/RES # 5703
eRLA # 718

Department / Division	Character/Description	From	To
Grant Fund - 010			
1665 - Controlled Burn MDC	45626 - Increase Revenues	2,400	
9999 - Non-Specific Department	38210 - Undesignated Fund Balance		2,400
9999 - Non-Specific Department	38210 - Undesignated Fund Balance	2,400	
1665 - Controlled Burn MDC	56790 - Other Contractual Services		2,400
<div style="background-color: #d4edda; border: 1px solid #c3e6cb; padding: 5px; display: inline-block;"> APPROVED <small>By Sarah Matthes at 7:41 am, Nov 22, 2022</small> </div>		\$ 4,800	\$ 4,800

Budgeting

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE amending subsections 1503.2 and 1503.3, Jackson County Code, 1984, relating to the Employees' Pension Plan.

ORDINANCE NO. 5708, January 9, 2023

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the retained actuary and special legal counsel for the Employees' Pension Plan have recommended certain technical revisions to the Plan's provisions; and,

WHEREAS, such revisions are in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

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

Section A. Enacting Clause. Subsections 1503.2 and 1503.3, Jackson County Code, 1984, are hereby amended, to read as follows:

1503.2 Actuarial Equivalent.

The term "Actuarial Equivalent" shall mean a benefit of equivalent value, as certified by the Actuary, computed on the basis of the following actuarial assumptions:

Interest- [Seven percent (7%) per annum] The interest rate assumption adopted and used in the most recent actuarial valuation, compounded annually.

Mortality- The [1983 Group Annuity] Mortality Tables and mortality improvement scale assumptions adopted and used in the most recent actuarial valuation, blended 50% for males and 50% for females, and projected to the mid-point of the period for which the factors are applicable.

Cost of Living Adjustment (COLA)- The COLA rate assumption adopted and used in the most recent actuarial valuation, compounded annually.

1503.3 Actuarial Value.

The term “Actuarial Value” shall mean the single sum value, as certified by the Actuary, of any income benefit, computed on the basis of the following actuarial assumptions.

Interest- [Seven percent (7%) per annum] The interest rate assumption adopted and used in the most recent actuarial valuation, compounded annually.

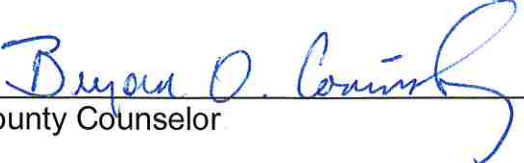
Mortality- The [1983 Group Annuity] Mortality Tables and mortality improvement scale assumptions adopted and used in the most recent actuarial valuation, blended 50% for males and 50% for females, and projected to the mid-point of the period for which the factors are applicable.

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. 5708 introduced on January 9, 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. 5708.

Date

Frank White, Jr., County Executive

Request for Legislative Action

Ord. #5708
Sponsor: Charlie Franklin
Date: January 9, 2023

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5708
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	1/9/2023

Introduction
Action Items: ['Courtesy']
Project/Title:
An ordinance amending subsection 1503.2 and 1503.3, Jackson County Code, 1984, relating to the Employee's Pension Plan.

Request Summary
The Jackson County Pension Plan Board of Trustees recommends a revision to Ordinance No. 1503.2 and 1503.3. Section 1503.2 amends the definition of "Actuarial Equivalent" as recommended by the Fund Actuary. The definition should be consistent with the assumptions used for purposes of the annual valuation. It also clarifies that a COLA assumption is also used and will be the rate adopted by and used in the most recent actuarial valuation, compounded annually. Section 1503.3 defines "Actuarial Value" as recommended by the Fund Actuary, which is to require that the assumptions for calculating lump sum benefits, if any, be consistent with the assumptions utilized for the purposes of the annual valuation.

Contact Information			
Department:	Human Resources	Submitted Date:	12/28/2022
Name:	Michelle K. Chrisman	Email:	MChrisman@jacksongov.org
Title:	Director of Human Resources	Phone:	816-881-1204

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:
4083	February 17, 2009
3515	July 1, 1999
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 Human Resources requestor: Michelle K. Chrisman on 12/28/2022. Comments: Submitted per request of Fund Counsel.

Approved by Department Approver Gina M. Campbell on 12/28/2022 4:21:32 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 12/29/2022 8:56:31 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 12/29/2022 9:49:46 AM. Comments:

Not applicable by Budget Office Approver David B. Moyer on 12/29/2022 9:57:44 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 12/29/2022 10:03:26 AM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 1/5/2023 11:02:03 AM. Comments:



Jackson County Missouri Revised Pension Plan

Actuarial Valuation Report as of July 1, 2022

**Produced by Cheiron
October 2022**

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**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
JULY 1, 2022 ACTUARIAL VALUATION REPORT**

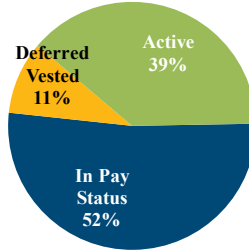
SECTION I – BOARD SUMMARY

Highlights of this report are summarized in the tables and graphs below.

	<u>Contributions</u>	
	Fiscal Year Ending 2023	2022
Normal Cost Rate	6.76%	5.78%
Admin Expense Rate	0.45%	0.32%
UAL Rate	3.79%	5.42%
Total ER Rate	11.00%	11.52%

As a Percent of Pay

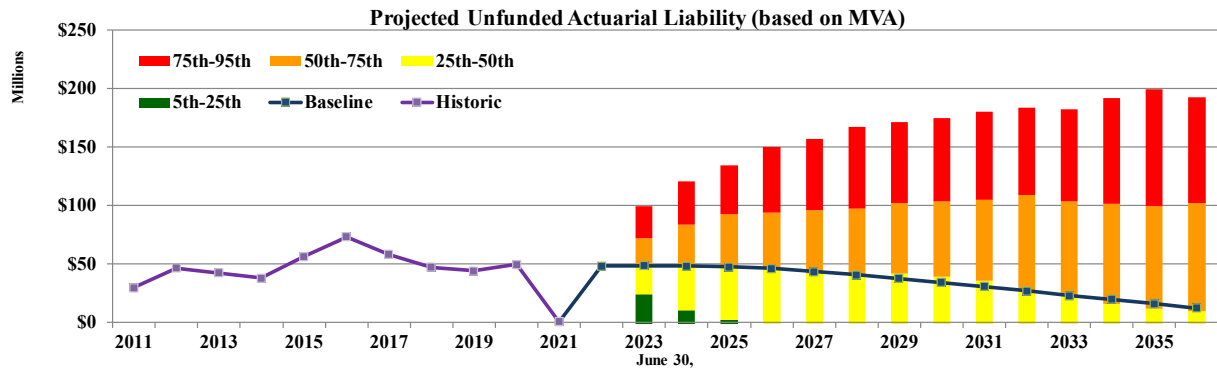
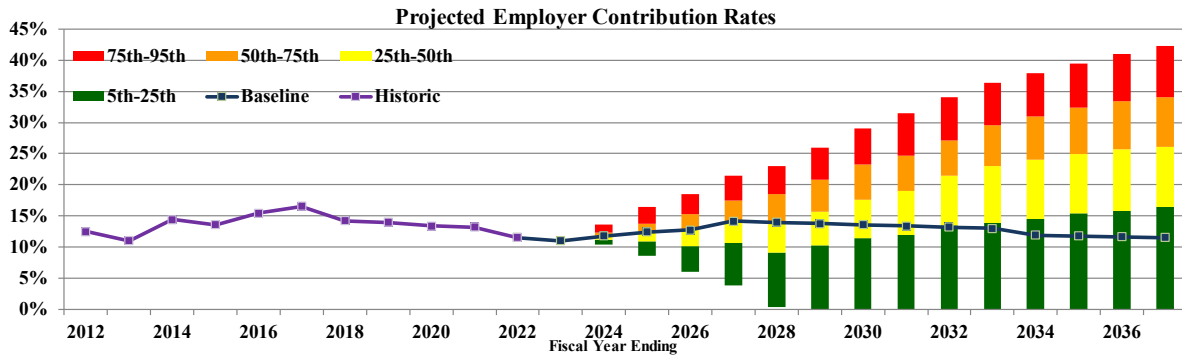
Actuarial Liability



Funding Status

	<u>Valuation Date</u>	
	7/1/2022	7/1/2021
Actuarial Liability (AL)	\$ 376	\$ 375
Market Value of Assets (MVA)	\$ 328	\$ 374
Unfunded AL (UAL) - MVA	\$ 48	\$ 1
Funded Ratio - MVA	87.2%	99.8%
Actuarial Value of Assets (AVA)	\$ 355	\$ 340
UAL - AVA	\$ 21	\$ 35
Funded Ratio - AVA	94.4%	90.6%

Amounts in Millions



**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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SECTION I – BOARD SUMMARY

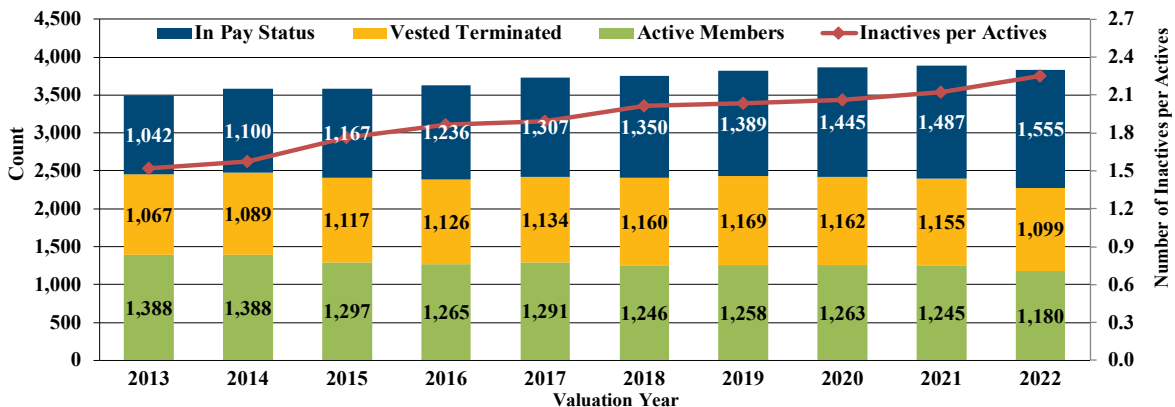
Membership

Underlying the changes in the actuarial valuation from one year to the next are changes in the membership of the Plan. These changes affect the liability of the Plan as well as contributions to the Plan. As shown in Table I-1 below, total membership decreased 1.4% from 2021 to 2022. Active membership decreased by 5.2% and total payroll increased by 1.2% and average payroll increased 6.8%. Total payees (retirees, disabled members, and beneficiaries) increased by 4.6% and terminated vested members decreased by 4.8%.

	July 1, 2021	July 1, 2022	% Change
Active Participants	1,245	1,180	(5.2%)
Terminated Vested Participants	1,155	1,099	(4.8%)
Participants in Pay Status			
Retirees	1,278	1,337	4.6%
Disabled Members	37	37	0.0%
Beneficiaries	172	181	5.2%
Total	3,887	3,834	(1.4%)
Active Member Payroll	\$ 71,084,998	\$ 71,949,487	1.2%
Average Payroll per Active	\$ 57,096	\$ 60,974	6.8%

As shown in the following chart, the number of active members declined from 1,388 in 2013 to 1,180 in 2022. At the same time, the number of members in pay status has increased from 1,042 in 2013 to 1,555 in 2022, and the number of deferred vested members has increased from 1,067 in 2013 to 1,099 in 2022. As a result, the number of inactive members (payees and deferred vested) supported by each active member has increased from approximately 1.5 in 2013 to 2.2 in 2022 as illustrated by the line that goes with the right axis scale in the table. As there are fewer actives to support each retiree, contributions tend to become more sensitive to gains and losses.

Historical Membership Counts



**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
JULY 1, 2022 ACTUARIAL VALUATION REPORT**

SECTION I – BOARD SUMMARY

Assets and Liabilities

This report measures assets and liabilities for funding purposes only. There is a separate report for financial reporting. Table I-2 below summarizes the actuarial liability, assets, and related ratios for the Plan as of July 1, 2022, compared to July 1, 2021. The actuarial liability grew 0.2% reflecting the continued accrual of benefits that occurred this year plus an actuarial loss which were mostly offset by changes in actuarial assumptions.

Table I-2				
Jackson County, Missouri Revised Pension Plan				
Summary of Key Valuation Results				
	July 1, 2021	July 1, 2022	% Change	
Actuarial Liability (AL)	\$ 374,983,233	\$ 375,907,555	0.2%	
Market Value of Assets (MVA)	\$ 374,207,055	\$ 327,765,905	(12.4%)	
Actuarial Value of Assets (AVA)	\$ 339,693,791	\$ 354,724,703	4.4%	
Unfunded Actuarial Liability (UAL)				
MVA Basis	\$ 776,178	\$ 48,141,650	6102.4%	
AVA Basis	\$ 35,289,442	\$ 21,182,852	(40.0%)	
Funded Ratio (MVA)	99.8%	87.2%		
Funded Ratio (AVA)	90.6%	94.4%		
Active Member Payroll	\$ 71,084,998	\$ 71,949,487	1.2%	
Asset Leverage Ratio	5.3	4.6	(13.2%)	
Actuarial Liability Leverage Ratio	5.3	5.2	(1.9%)	

The market value of assets is less than the actuarial value. The funded ratio on an AVA basis increased from 90.6% to 94.4% while the funded ratio on a MVA basis decreased from 99.8% to 87.2%. As a result, contribution rates are expected to increase over the next few years.

There was a change in actuarial assumptions since the prior valuation. This change reduced the actuarial liability at July 1, 2022 by \$15.4 million. Using the prior actuarial assumptions the funded ratio on an AVA basis would have been 90.6%.

One way to measure the maturity of a pension plan is to look at the leverage ratio of the plan's assets and liabilities compared to the payroll because contributions are tied to payroll. As these leverage ratios increase, gains or losses have a larger impact on the contributions required for the plan. There was a decrease in the asset leverage ratio this year which reflects the decrease in the market value of assets and the increase in payroll. The asset leverage ratio (market value of assets divided by payroll) of 4.6 means that if the plan experiences a 10% loss on assets compared to the discount rate of 6.75%, the loss would be equivalent to 46% of payroll. As the Plan becomes better funded, the asset leverage ratio will increase, and if it was 100% funded, it would equal the actuarial liability leverage ratio of 5.2 (actuarial liability divided by payroll).

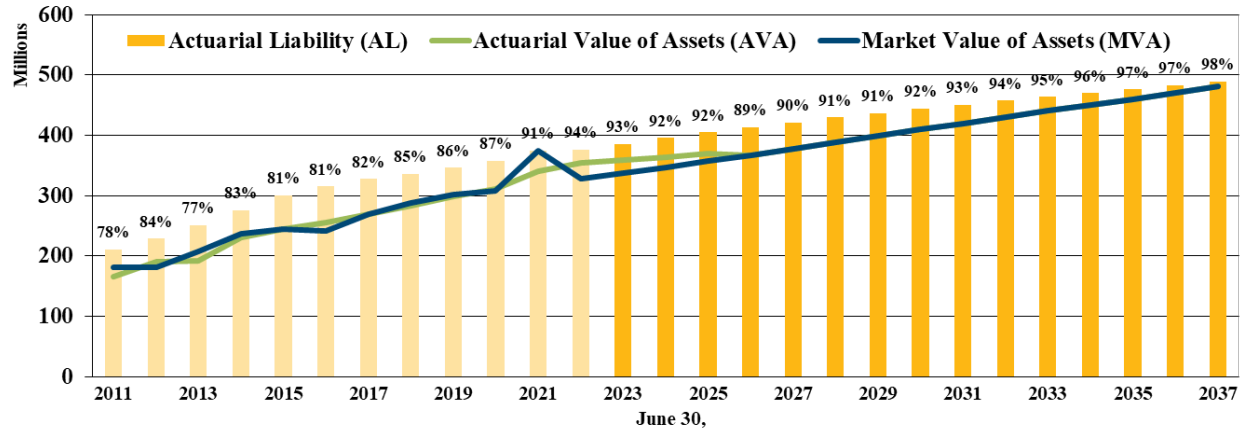
**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
JULY 1, 2022 ACTUARIAL VALUATION REPORT**

SECTION I – BOARD SUMMARY

Despite the tendency to focus on the most recent valuation results, it is important to remember that each valuation is merely a snapshot of the long-term progress of the Plan. The results of the current year’s valuation should be evaluated in the context of historical trends, as well as trends expected into the future. The projections in this section are based upon the employers’ current contribution policy as described in the Contribution Rate paragraphs on page 5.

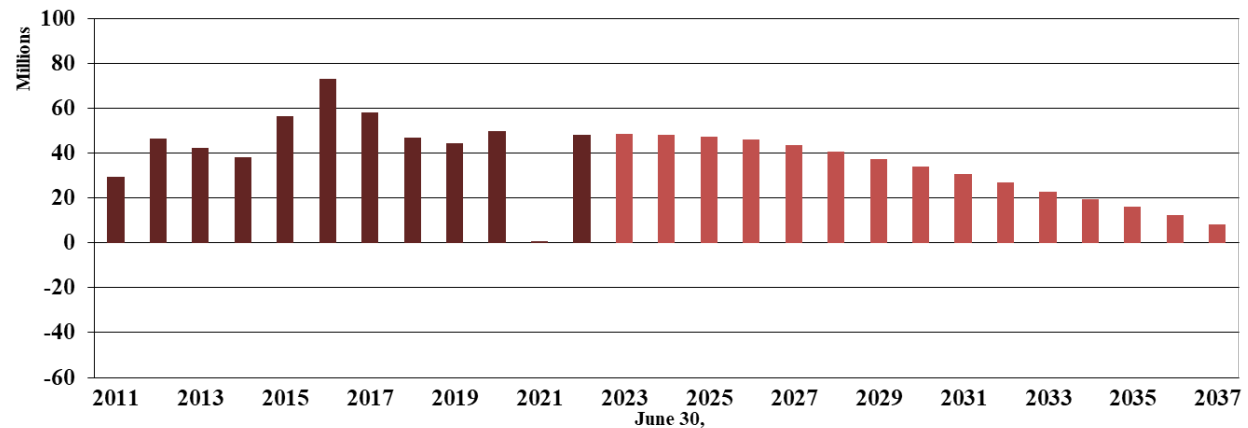
The chart below shows the historical and projected trends for assets (both market and smoothed actuarial) versus the actuarial liability, and also shows the progress of the funded ratios (based on the actuarial value of assets) since 2011. The historical actuarial liability is shown in light gold while the projected actuarial liability is shown in a darker gold. If all assumptions are met in the future including an expected return of 6.75% each year, and the contributions are made as based on the current contribution policy, the funded status is expected to increase to 98% by 2037.

Assets and Actuarial Liability 2011-2037



The chart below shows the historic, current, and projected UAL through 2037. The UAL is expected to decline over this period. The increase from 2021 to 2022 is a result of the large investment losses over the last year. The UAL shown is the difference between the actuarial liability and the market value of assets. The current employer contribution policy results in an expected gradual decline in the UAL over time.

Historic and Deterministic Projected Unfunded Actuarial Liability (MVA Basis)



**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
JULY 1, 2022 ACTUARIAL VALUATION REPORT**

SECTION I – BOARD SUMMARY

Contribution Rates

The Plan’s funding policy sets employer contributions to be the actuarially determined employer contribution rate equal to the sum of:

- The normal cost under the entry age normal actuarial cost method
- The expected administrative expenses for the year
- An amortization of the unfunded actuarial liability as follows:
 - A 20-year closed level dollar amortization of the COLA change recognized at July 1, 2013, and
 - A 20-year layered level dollar amortization of the remaining unfunded actuarial liability beginning with a 20-year amortization of the unamortized UAL as of July 1, 2017.

We understand that the contribution policy of the participating employers is as follows:

- For calendar years prior to 2020, Jackson County, made a contribution based on total budgeted payroll (i.e., not just pension payroll). The contribution was 9% of general employee budgeted payroll and a contribution rate determined annually for other employee payroll which may or may not be equal to the most recent actuarially determined employer contribution rate. For employers other than the County, contributions were made at the actuarially determined rate.
- For calendar years beginning 2020 and later, the County and all other employers contribute the actuarially determined contribution rate determined in the prior year’s actuarial valuation. For calendar year 2022 the rate is 11.52% which was the actuarially determined rate from the July 1, 2021 actuarial valuation.

Elected Officials contribute 4.00% of their salary. Plan members other than Elected Officials do not contribute to the Plan.

Table I-3 summarizes the actuarially determined contribution rates for the 2022 and 2023 calendar years. The contribution rate has decreased mostly due to the assumption changes. Under the prior actuarial assumptions, the contribution rate for 2023 would have been 12.10%.

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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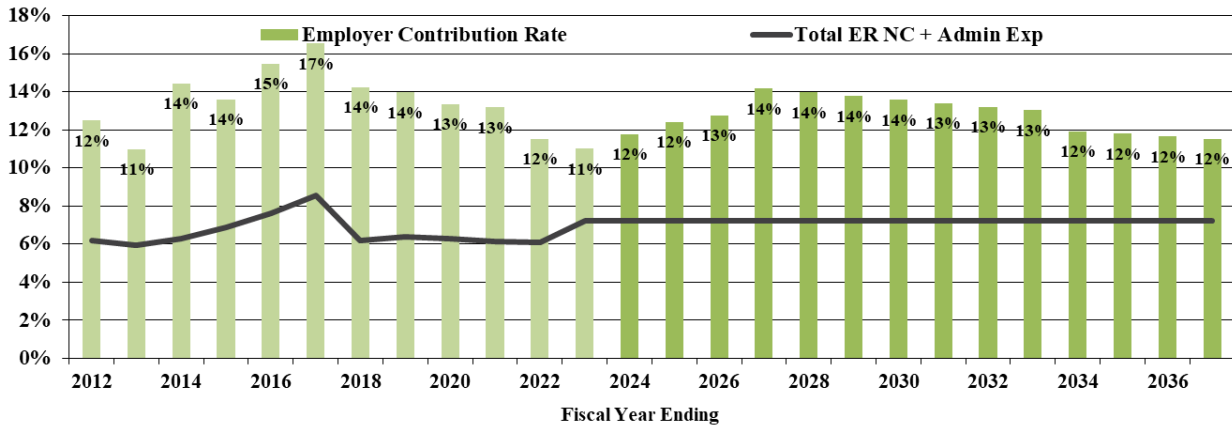
SECTION I – BOARD SUMMARY

Table I-3			
Jackson County, Missouri Revised Pension Plan			
Components of Contribution Rate			
	July 1, 2021	July 1, 2022	% Change
	Calendar Year 2022		Calendar Year 2023
Normal Cost Contribution	5.78%	6.76%	
Administrative Expense Rate	0.32%	0.45%	
Unfunded Actuarial Liability Contribution	<u>5.42%</u>	<u>3.79%</u>	
Total Contribution	11.52%	11.00%	
Actuarially Determined Contribution	\$ 8,188,992	\$ 7,914,444	(3.4%)

The unfunded actuarial liability is amortized with a 20-year layered amortization method beginning at July 1, 2017, except for a plan change in 2013 which is amortized over a closed 20-year period beginning July 1, 2013. The amortizations are level dollar amounts.

The chart below shows the historic and projected actuarially determined contribution rates. These contribution rates assume that all assumptions are met. The black line shows the historic and projected total normal cost rate. Historic rates and rates calculated through the fiscal year ending June 30, 2022, are shown in a lighter shade than the projected future contribution rates.

Actuarially Determined Contribution Rates FYE 2012-2037



Future actuarially determined contribution rates are expected increase over the next four years as the investment losses of 2022 are recognized, and then gradually decrease over time as the level dollar amortization amounts are expressed as a percentage of an increasing payroll base.

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
JULY 1, 2022 ACTUARIAL VALUATION REPORT**

SECTION II – CERTIFICATION

The purpose of this report is to present the July 1, 2022 actuarial valuation of the Jackson County, Missouri Revised Pension Plan (“Plan”). This report is for the use of the Plan and Jackson County.

In preparing our report, we relied on information, some oral and some written, supplied by the Plan. This information includes, but is not limited to, the plan provisions, employee data, and financial information. We performed an informal examination of the obvious characteristics of the data for reasonableness and consistency in accordance with Actuarial Standard of Practice No. 23.

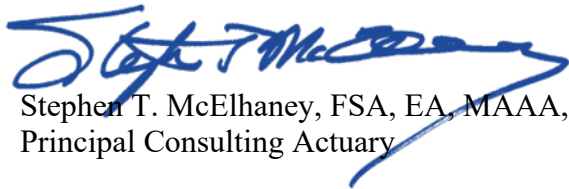
All the assumptions in this report were adopted by the Board and are based on our experience study covering plan experience during the period from July 1, 2016 through June 30, 2021.

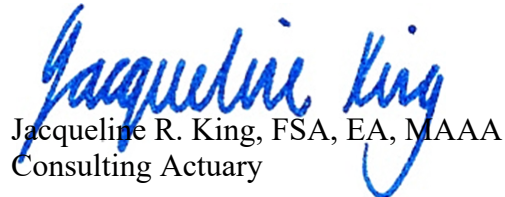
The liability measures and funding ratios in this report are for the purpose of establishing contribution rates. These measures are not appropriate for assessing the sufficiency of plan assets to cover the estimated cost of settling the Plan’s benefit obligations.

Future actuarial measurements may differ significantly from the current measurements due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; and changes in plan provisions or applicable law.

This report and its contents have been prepared in accordance with generally recognized and accepted actuarial principles and practices and our understanding of the Code of Professional Conduct and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board as well as applicable laws and regulations. Furthermore, as credentialed actuaries, we meet the Qualification Standards of the American Academy of Actuaries to render the opinion contained in this report. This report does not address any contractual or legal issues. We are not attorneys, and our firm does not provide any legal services or advice.

This report was prepared for the Plan for the purposes described herein. This report is not intended to benefit any third party, and Cheiron assumes no duty or liability to any such party.


Stephen T. McElhaney, FSA, EA, MAAA, FCA
Principal Consulting Actuary


Jacqueline R. King, FSA, EA, MAAA
Consulting Actuary

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
JULY 1, 2022 ACTUARIAL VALUATION REPORT**

SECTION III – DISCLOSURES RELATED TO RISK

Actuarial valuations are based on a set of assumptions about future economic and demographic experience. These assumptions represent a reasonable estimate of future experience, but actual future experience will undoubtedly be different and may be significantly different. This section of the report is intended to identify the primary risks to the Jackson County, Missouri Revised Pension Plan (JCRPP), provide some background information about those risks, and provide an assessment of those risks. Some of the charts within this section compare measures calculated for JCRPP to plans within the Public Plans Database. Information regarding this data can be found at <https://publicplansdata.org/>.

Identification of Risks

While there are several factors that could lead to contribution amounts becoming unaffordable, we believe the primary risks are:

- Investment risk,
- Interest rate risk,
- Longevity and other demographic risks,
- Assumption change risk, and
- Contribution risk.

Other risks that we have not identified may also turn out to be important.

Assessing Costs and Risks

The fundamental risk to JCRPP is that the contributions needed to fund the benefits become unaffordable. Assessing this risk, however, is complex because there is no bright line of what is unaffordable and the contribution amounts themselves are affected not just by the experience of JCRPP, but also by the interaction of that experience and decisions by the Board related to assumptions, asset smoothing methods, and amortization periods.

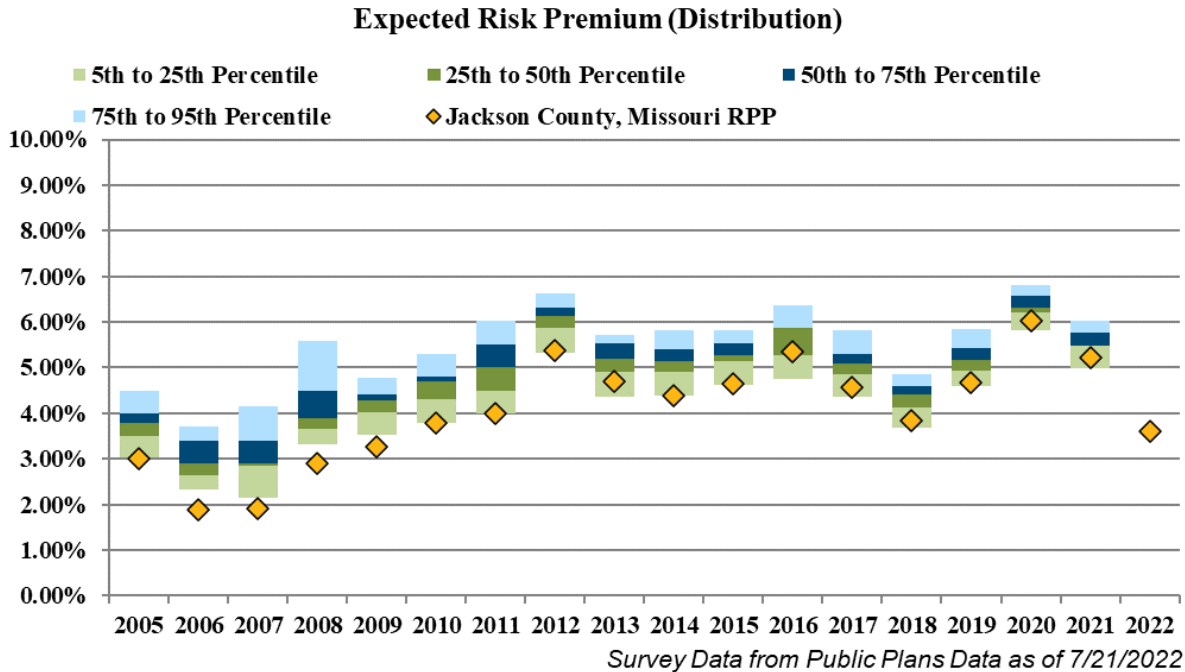
Investment Risk is the potential for investment returns to be different than expected. If investment returns are lower than anticipated the unfunded actuarial liability will increase necessitating higher contributions in the future unless there are other gains that offset these investment losses. Fully funded plans have additional risk since there is an anticipation of no longer having an unfunded liability, so the potential of an adverse investment year poses a greater risk than it would on an unfunded plan. The potential volatility of future investment returns is determined by JCRPP's asset allocation and the affordability of the investment risk is determined by the amount of assets invested relative to the size of the plan sponsor or other contribution base. The chart on page 10 shows the effect that investment volatility has had on changes in the UAL, as the AVA Investment (G)/L.

Interest rate risk is the potential for interest rates to be different than expected. For public plans, short term fluctuations in interest rates have little or no effect as the plan's liability is usually measured based on the expected return on assets. Longer-term trends in interest rates, however, can have a powerful effect. One way to assess the impact of this risk is to examine how interest

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
JULY 1, 2022 ACTUARIAL VALUATION REPORT**

SECTION III – DISCLOSURES RELATED TO RISK

rates affect a plan’s risk premium. The amount of a plan’s investment risk can be defined as the risk premium. The risk premium is the excess of the plan’s assumed interest rate over a risk-free interest rate. The next chart shows the historical risk premium taken (defined as the excess of a plan’s interest rate over a 10-year Treasury security) for approximately 220 public plans included in the Public Plans Database survey. As interest rates have declined, plans faced a choice: maintain the same level of risk and reduce the expected rate of return; maintain the same expected rate of return and take on more investment risk; or some combination of the two strategies. Over time, the risk premium has increased for both JCRPP and the plans in the database even though JCRPP and most other plans have decreased their discount rates. This demonstrates how interest rates can impact the risks of a plan. The risk premium has decreased over the last two years as the yields on Treasury rates have increased. JCRPP has been in the lower quartile of risk premium compared to other plans in the Public Plans Database. This means relative to other plans in the database, JCRPP is taking on less investment risk.



Longevity and other demographic risks are the potentials for mortality or other demographic experience to be different than expected. Generally, longevity and other demographic risks emerge slowly over time and are often dwarfed by other changes, particularly those due to investment returns. The chart on page 10 shows the demographic gains and losses over the last ten years compared to the total change in the UAL for each year. Note that the Demographic (G)/L is relatively small compared to other sources.

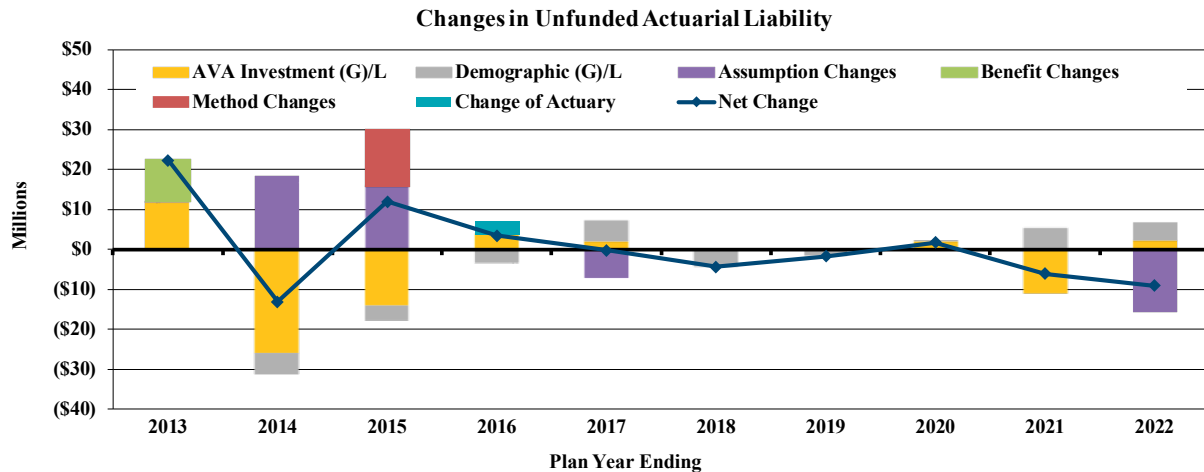
Assumption change risk is the potential for the expectations to change such that future valuation assumptions are different than the current assumptions. For example, declines in interest rates over the last three decades resulted in higher investment returns for fixed-income investments but lower expected future returns necessitating either a change in investment policy, a reduction

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
JULY 1, 2022 ACTUARIAL VALUATION REPORT**

SECTION III – DISCLOSURES RELATED TO RISK

in the discount rate, or some combination of the two. Assumption change risk is an extension of the other risks identified, but rather than capturing the risk as it is experienced, it captures the cost of recognizing a change in environment when the current assumption is no longer reasonable.

As shown in the following chart, changes in assumptions over the years have sometimes increased and sometimes decreased the UAL. It is important to note that these changes simply reflect revisions to estimates of future plan experience and ultimately costs will be determined by actual plan experience. The assumption change increases in the UAL in 2014 and 2015 were primarily due to adopting new mortality tables. Most assumptions were modified in 2017 and again in 2022 to reflect the results of the most recent experience studies. With the continued low-interest-rate environment, we are continuing to see investment consultants reduce their capital market assumptions. As a result, future expectations of investment returns may continue to decline necessitating further reductions in the discount rate and resulting increases in the UAL.



Contribution risk is the potential of future contributions deviating from expected contributions or that future contributions are not made in accordance with the Plan’s funding policy. Since prior to 2020 a large percentage of the County’s contribution was based upon a fixed 9% rate, the possibility existed that these contributions would not result in the full actuarially determined contribution being made. However, the current policy of the County is to contribute at the actuarially determined contribution rate.

Plan Maturity Measures

The future financial condition of a mature pension plan is more sensitive to each of the risks identified above than a less mature plan. When assessing each of these risks, it is important to understand the maturity of JCRPP compared to other plans and how maturity has changed over time.

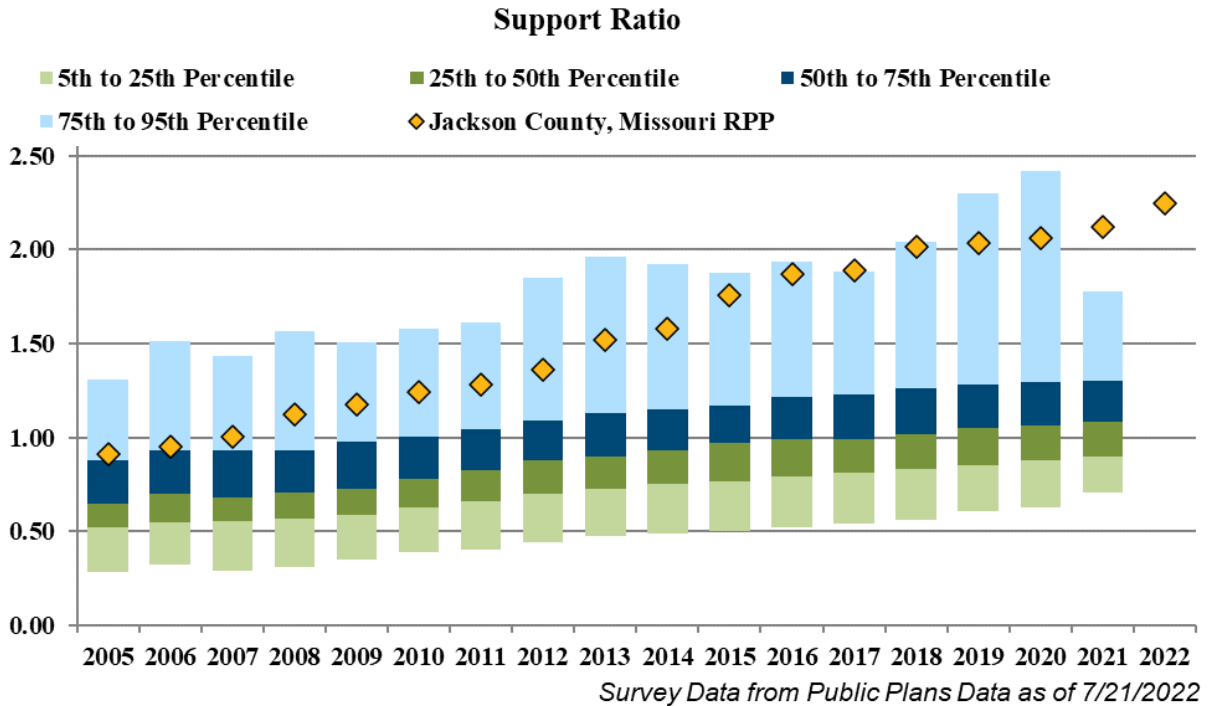
Plan maturity can be measured in a variety of ways, but they all get at one basic dynamic, the larger the plan is compared to the contribution or revenue base that supports it, the more sensitive the plan will be to risk. The following measures are important in understanding the primary risks identified for the plan.

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SECTION III – DISCLOSURES RELATED TO RISK

Support Ratio (Inactives per Active)

One simple measure of plan maturity is the ratio of the number of inactive members (those receiving benefits or entitled to a deferred benefit) to the number of active members. The revenue base supporting the plan is usually proportional to the number of active members, so a relatively high number of inactives compared to actives indicates a larger plan relative to its revenue base as well. Details regarding the JCRPP support ratio are shown in the chart on page 2.



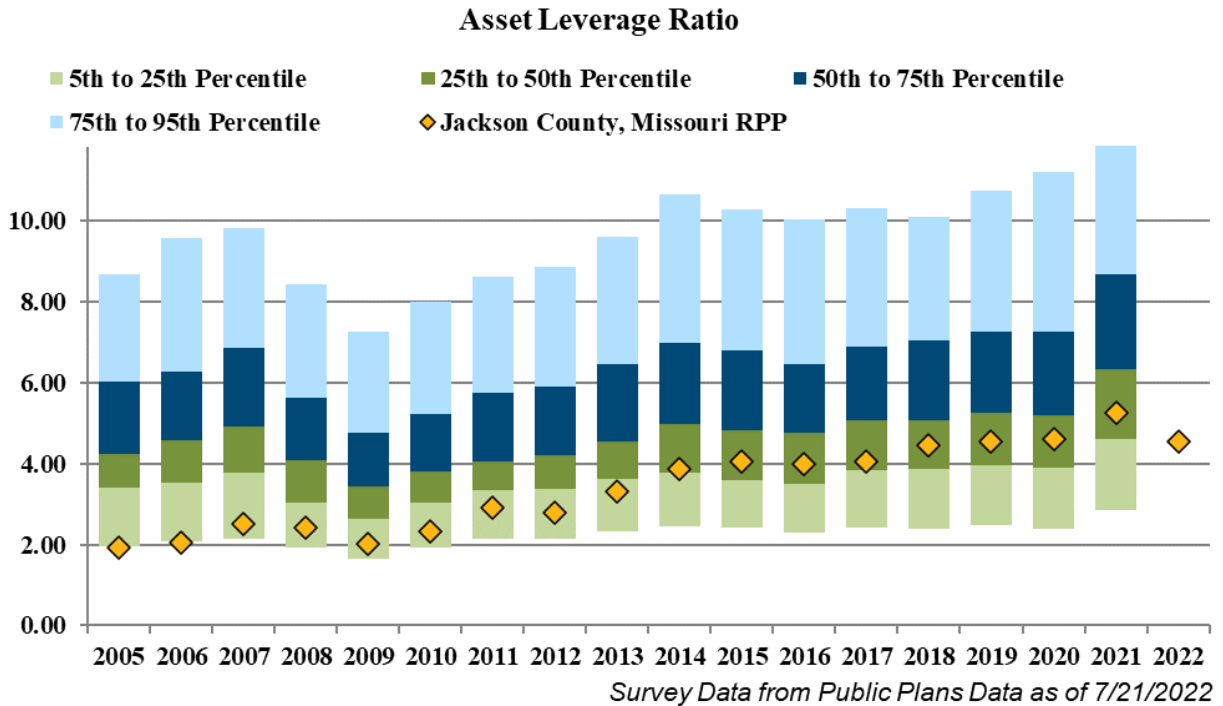
The chart above shows the distribution from the 5th percentile to the 95th percentile of support ratios for the Plans in the Public Plan Database. The gold diamonds show how JCRPP compares to the plans in the Public Plans Database. JCRPP has moved from about the 75th percentile to about the 95th percentile since 2005 compared to other plans in the Public Plans Database. This means relative to other plans in the database JCRPP is relatively more mature and may be more sensitive to risks.

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SECTION III – DISCLOSURES RELATED TO RISK

Leverage Ratios

As discussed on page 3, leverage ratios measure the size of the plan compared to its revenue base more directly. An asset leverage ratio of 5, for example, means that if JCRPP experiences a 10% loss on assets compared to the expected return, the loss would be equivalent to 50% of payroll. The same investment loss for a plan with an asset leverage ratio of 10 would be equivalent to 100% of payroll.

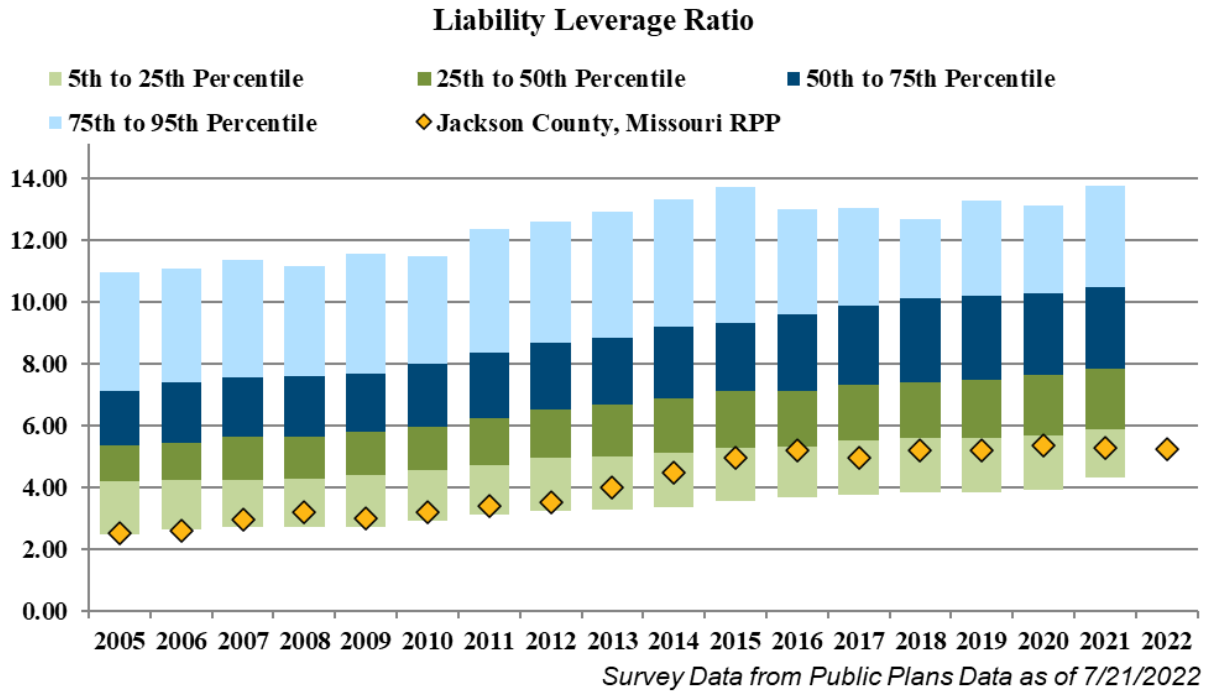


The chart above shows the distribution from the 5th percentile to the 95th percentile of the market value of assets (MVA) leverage ratios for the plans in the Public Plan Database. The gold diamonds show that JCRPP has moved from below the 5th percentile to over the 25th percentile since 2005 compared to other plans in the Public Plans Database. This means that although JCRPP has a relatively lower MVA leverage ratio, and thus is less mature on this basis, than most plans in the database it is maturing faster than the overall database. Recall that the support ratio indicated that JCRPP is more mature on that basis than most plans in the database, which shows these risk indicators give insight to the Plan but are not bright-line measures.

The Actuarial Liability (AL) leverage ratio indicates how sensitive JCRPP is to experience gains and losses or assumption changes. For example, an assumption change that increases the AL by 4% would add a liability equivalent to about 20% of payroll if the AL leverage ratio is 5.

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SECTION III – DISCLOSURES RELATED TO RISK



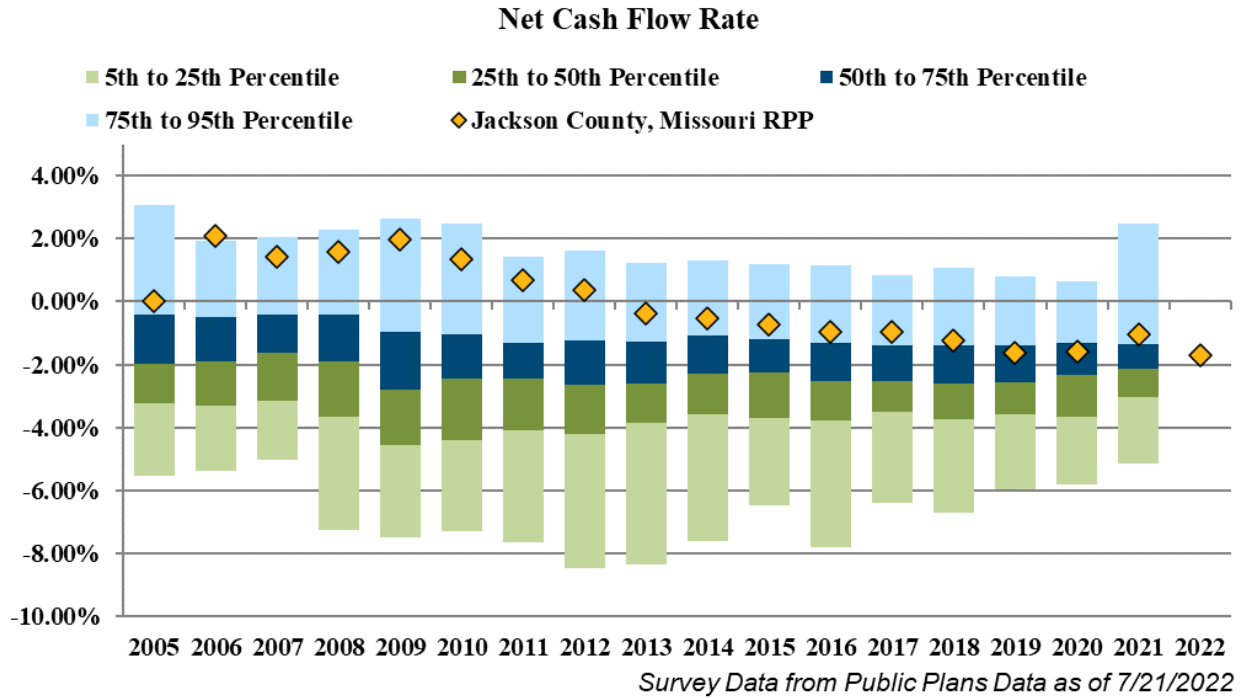
The above charts show the distribution from the 5th percentile to the 95th percentile of the Actuarial Liability leverage ratios for the plans in the Public Plan Database. The gold diamonds show how JCRPP compares to the plans in the Public Plans Database. JCRPP is in the lower quartile of plans in the Public Plans Database. This means relative to other plans in the database JCRPP may be able to better handle risks since it is relatively small in relation to its revenue, which again is different from the conclusion reached from the Support Ratio above.

Net Cash Flow

The net cash flow of the Plan as a percentage of the beginning of year assets indicates the sensitivity of the Plan to short-term investment returns. Net cash flow is equal to contributions less benefit payments and administrative expenses. Mature plans can have large amounts of benefit payments compared to contributions, particularly if they are well funded. Investment losses in the short-term are compounded by the net withdrawal from the plan leaving a smaller asset base to try to recover from the investment losses. Large negative cash flows can also create liquidity issues.

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SECTION III – DISCLOSURES RELATED TO RISK



The chart above again shows the distribution from the 5th percentile to the 95th percentile of Net Cash Flow for the plans in the Public Plan Database. In this case, a lower number (larger negative value) means the Plan is more mature and is more susceptible to the impact of volatility on the asset returns. The gold diamonds show how JCRPP compares to the plans in the Public Plans Database. The conclusion from this measure is similar to the conclusion for the Leverage Ratios in that JCRPP may be better able than the other plans to handle risks since it does not have as large of negative net cash flow as most of the plans in the database.

Stochastic Projections

If experience has taught us anything, it is that there is a significant level of uncertainty in projections of the future. The largest source of uncertainty is the projection of investment returns. To better understand the potential impact of investment returns on the Plan, we have included stochastic projections of future actuarially determined contribution rates and unfunded actuarial liability (UAL) in this section of the report. A stochastic projection assumes the investment return can vary randomly around the long term assumed return rate and within one standard deviation of its mean and then produces 1,000 such projections to provide the probability of future outcomes.

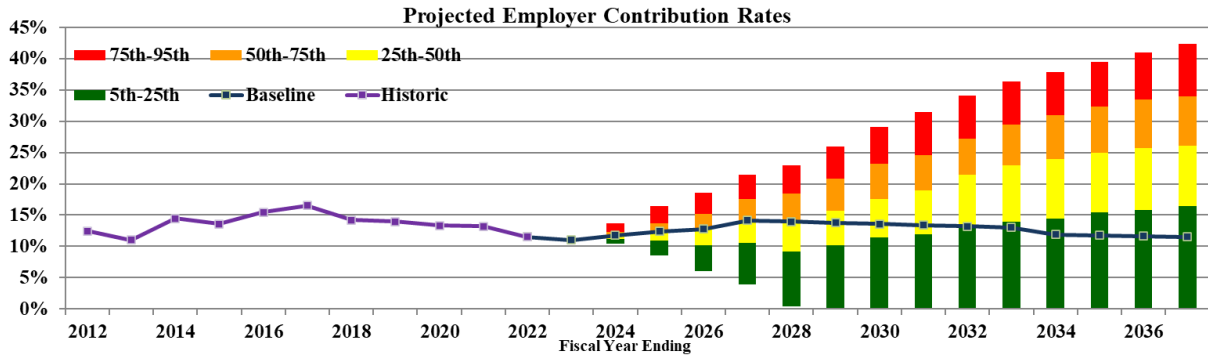
The stochastic projections assume a geometric return of 6.75% and a standard deviation of 10.67% (based on ACG’s capital market assumptions for JCRPP’s target investment portfolio). Each projection contains 1,000 trials that are 15 years in length. The purple line shows the historical values and the black line shows the projected values based on a 6.75% return each and every year. It is also assumed that employers continue the current contribution policy. The colored ranges represent different percentiles of the 1,000 trials.

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SECTION III – DISCLOSURES RELATED TO RISK

The following chart shows the historical and projected actuarially determined contribution rates. The overall trend is for lower contribution rates in the future, but the range of potential contribution rates that depend on actual investment returns is large.

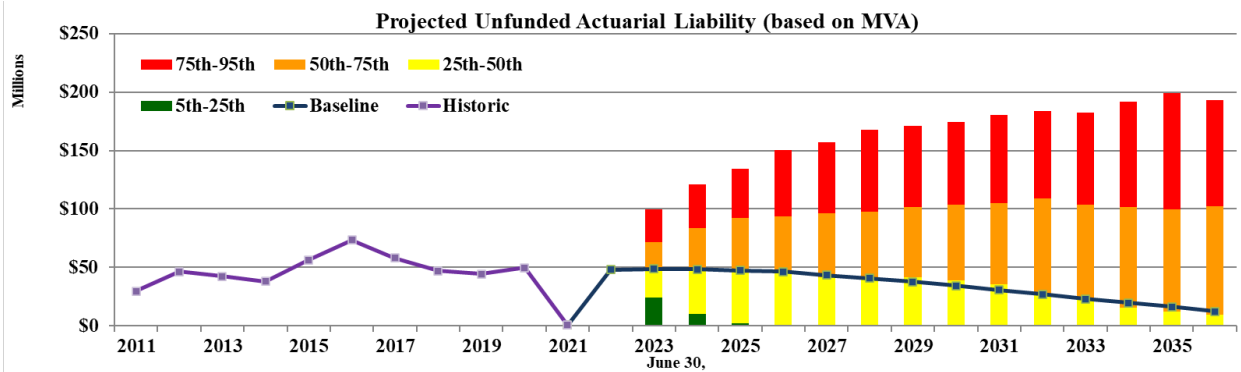
Historic and Stochastic Projection of City Aggregate Contribution Rates



The above chart shows a wide range of potential actuarially determined contributions rates depending on actual investment returns. The range between the 5th and 95th percentile produced from the 2037 valuation is from an actuarially determined contribution rate of 0% to an actuarially determined contribution of over 40%. This range is largely driven by the standard deviation of the investment portfolio of 10.67%.

The next chart shows the historical and stochastically projected unfunded actuarial liability based on the market value of assets. The red range represents the 75th through 95th percentile of the UAL for each year seen among the 1,000 trials. Based on the assumed distribution of investment returns, there is a 5% chance the result will be worse than the top of the red bar and a 5% chance that the result will be better than the bottom of the green bar.

Historic and Stochastic Projection of Unfunded Actuarial Liability



The current contribution policy is expected to slowly pay off the current UAL in future years.

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SECTION III – DISCLOSURES RELATED TO RISK

More Detailed Assessment

Risk is a complex topic and the analysis above was limited by the scope of our assignment. We have not performed a more detailed assessment, however, given the risk assessment presented in this report and the discussions with the Board of Trustees during meetings, the advantages of a more detailed assessment may not justify its costs. We would be happy to provide the Board with a more detailed assessment, but the interactive scenarios we have illustrated with P-scan may be sufficient at this time.

A total plan review was recently performed by the JCRPP investment consultant. Therefore, further analysis may not be warranted at this time.

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SECTION IV – ASSETS

The Plan uses and discloses two different asset measurements: the market value and actuarial value of assets. The market value represents the value of the assets if they were liquidated on the valuation date. The actuarial value of assets is a value that smooths annual investment returns over five years to reduce the impact of short-term investment volatility on employer contribution rates. The market value of assets is used primarily for reporting and disclosure, and the actuarial value of assets is used primarily to determine contribution rates.

This section shows the changes in the market value of assets and develops the actuarial value of assets.

Statement of Change in Market Value of Assets

Table IV-1 shows the changes in the market value of assets for the prior fiscal year.

Table IV-1 Changes in Market Values	
Value of Assets – July 1, 2021	\$ 374,207,055
<u>Additions</u>	
Member Contributions	\$ 29,563
Employer Contributions	11,500,879
Investment Income	<u>(40,816,815)</u>
Total Additions	\$ (29,286,373)
<u>Deductions</u>	
Benefit Payments	\$ (16,838,482)
Administrative Expenses	<u>(316,295)</u>
Total Deductions	\$ (17,154,777)
Value of Assets – July 1, 2022	\$ 327,765,905

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SECTION IV – ASSETS

Actuarial Value of Assets

To determine on-going contributions, most pension funds utilize an actuarial value of assets that differs from the market value of assets. The actuarial value of assets is based on smoothing year-to-year market value returns for purposes of reducing the resulting volatility on contributions.

The actuarial value of assets is calculated by recognizing the deviation of actual investment returns compared to the expected return over a five-year period. For the July 1, 2017 valuation, the assumed return was lowered to 6.75%, which is the current rate. The dollar amount of the expected return on the market value of assets is determined using actual contributions, benefit payments, and administrative expenses during the year. Any difference between this amount and the actual net investment earnings is considered a gain or loss. Table IV-2 below shows the calculation of the actuarial value of assets. The actuarial value of assets was reset to equal market value as of July 1, 2015.

Table IV-2 Development of Actuarial Value of Assets			
1. Market Value of Assets at July 1, 2021			\$ 374,207,055
2. Employer and Employee Contributions			11,530,442
3. Benefit Payments and Administrative Expenses			<u>(17,154,777)</u>
4. Net Cash Flow (2+3)			\$ (5,624,335)
5. Expected Value of investment return at 6.75%			25,072,254
6. Actual investment return on Market Value			<u>(40,816,815)</u>
7. Investment gain/(loss) for the year (6-5)			\$ (65,889,069)
8. Investment gain/(loss) from current and prior years to be recognized in the plan year ending June 30, 2022			
	Total Gain/ (Loss)	Deferral Percentage	Deferred to Future Years
<u>Plan Year End</u>			
June 30, 2022	\$ (65,889,069)	80%	\$ (52,711,255)
June 30, 2021	49,205,191	60%	29,523,115
June 30, 2020	(8,890,368)	40%	(3,556,147)
June 30, 2019	(1,072,554)	20%	(214,511)
June 30, 2018	<u>4,561,772</u>	0%	<u>0</u>
Total	\$ (22,085,028)		\$ (26,958,798)
9. Market Value of Assets for Year ending June 30, 2022			\$ 327,765,905
10. Preliminary Actuarial Value of Assets on July 1, 2022 (9 - 8 deferred)			354,724,703
11. 120% of MV, Upper Limit for Actuarial Value			\$ 393,319,086
12. 80% of MV, Lower Limit for Actuarial Value			262,212,724
13. Actuarial Value of Assets on May 1, 2022			\$ 354,724,703

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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SECTION IV – ASSETS

Investment Performance

The market value of assets (MVA) returned -10.99% during the plan year ending 2022, which is lower than the assumed 6.75% return. The actuarial value of assets (AVA) returned 6.13% during the plan year ending 2022.

The following table shows a history of the annual asset returns.

Table IV-3 Historical Asset Returns			
Fiscal Year Ending June 30,	Return on Market Value	Return on Actuarial Value	Assumed Return
2013	14.91%	1.01%	7.00%
2014	14.74%	20.50%	7.00%
2015	3.76%	7.13%	7.00%
2016	-0.21%	5.56%	7.00%
2017	12.53%	6.28%	7.00%
2018	8.46%	6.78%	6.75%
2019	6.38%	6.81%	6.75%
2020	3.78%	6.18%	6.75%
2021	22.82%	10.37%	6.75%
2022	-10.99%	6.13%	6.75%

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SECTION V – MEASURES OF LIABILITY

This section presents detailed information on liability measures for the Plan for funding purposes, including:

- Present value of future benefits,
- Actuarial liability, and
- Analysis of changes in the unfunded actuarial liability during the year.

Present Value of Future Benefits: The present value of future benefits represents the expected amount of money needed today to fund all benefits both earned as of the valuation date and expected to be earned in the future by current plan members under the current plan provisions.

Actuarial Liability: The actuarial liability represents the expected amount of money needed today to fund benefits attributed to service prior to the valuation date under the Entry Age actuarial cost method. As such, it is the amount of assets targeted by the actuarial cost method for the Plan to hold as of the valuation date. It is not the amount necessary to settle the obligation.

Table V-1 below shows the present value of future benefits and actuarial liability as of July 1, 2021 and July 1, 2022.

Table V-1		
Liabilities Net (Surplus)/Unfunded		
	July 1, 2021	July 1, 2022
<u>Present Value of Future Benefits</u>		
Actives	\$ 172,028,010	\$ 176,789,449
Terminated Vested	37,720,670	35,683,298
Retirees	173,105,649	179,457,638
Disabled	3,398,907	3,556,310
Beneficiaries	12,181,395	12,368,256
Present Value of Future Benefits (PVB)	\$ 398,434,631	\$ 407,854,951
<u>Actuarial Liability</u>		
Present Value of Future Benefits (PVB)	\$ 398,434,631	\$ 407,854,951
Present Value of Future Normal Costs (PVFNC)	23,451,398	31,947,396
Actuarial Liability (AL = PVB – PVFNC)	\$ 374,983,233	\$ 375,907,555
Actuarial Value of Assets (AVA)	339,693,791	354,724,703
Net (Surplus)/Unfunded (AL – AVA)	\$ 35,289,442	\$ 21,182,852

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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SECTION V – MEASURES OF LIABILITY

Analysis of Changes in the Actuarial Liability (AL)

The Actuarial Liability (AL) changes at each valuation for a variety of reasons. In each valuation, those elements of change in the AL that have particular significance or could potentially affect the long-term financial outlook of the Plan are reported. Table V-2 shows the components of change in the actuarial liability between July 1, 2021 and July 1, 2022.

Table V-2	
	Actuarial Liability
Liabilities July 1, 2021	\$ 374,983,233
Liabilities July 1, 2022	375,907,555
Liability Increase/(Decrease)	924,322
Change Due to:	
Plan Changes	0
Assumption Changes	(15,748,524)
Accrual of Benefits	3,906,160
Actual Benefit Payments	(16,838,482)
Expected Interest	25,016,015
Actuarial (Gain)/Loss	4,589,153
Total	924,322

In addition, we breakdown the change in the actuarial liability further by showing the actuarial (gain)/loss by source, as shown by Table V-3 below.

Table V-3	
(Gain)/Loss by Source as of July 1, 2022	
Turnover	621,385
Retirement	988,068
Disability	58,135
Pre-retirement mortality	489,880
Post-retirement mortality	(1,207,733)
Salary increase more/(less) than expected for continuing actives	1,839,180
New entrants	1,096,224
Continuing payees	2,199,527
Benefit payments more/(less) than expected	(1,574,956)
Data composition & miscellaneous changes	79,443
Total (Gain)/Loss	\$ 4,589,153

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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SECTION VI – CONTRIBUTIONS

In the process of evaluating the financial condition of any pension plan, the actuary analyzes the assets and liabilities to determine what level (if any) of contributions is needed to properly maintain the funding of the Plan. Typically, the actuarial process will use a funding method that will result in a pattern of contributions that are both stable and predictable.

For this Plan, the funding method employed is the **Entry Age Actuarial Cost Method**. Under this method, there are three primary components to the total actuarially determined contribution: the **normal cost rate** (employee and employer), the **administrative expense rate**, and the **unfunded actuarial liability rate** (UAL rate). The normal cost rate is determined by taking the value, as of entry age into the Plan, of each member's projected future benefits. This value is then divided by the value, also at entry age, of each member's expected future salary. The normal cost rate is multiplied by the current salary to determine each member's normal cost. The sum of each member's normal cost is divided by the expected payroll to generate a total normal cost rate for the Plan. Finally, the total normal cost rate is reduced by the member contribution rate to produce the employer's normal cost rate.

The administrative expense rate is determined by dividing the administrative expenses for the prior year (rounded to the nearest \$5,000) by expected payroll.

The difference between the Entry Age actuarial liability and the actuarial value of assets is the unfunded actuarial liability. The unfunded actuarial liability is amortized using a 20-year layered amortization method beginning at July 1, 2017, except with respect to the Plan change increase for the plan year ending June 30, 2013, which is amortized over a closed 20-year amortization period starting July 1, 2013. The calculated amortization payment is divided by the expected payroll to produce the unfunded actuarial liability rate.

We understand that the contribution policy of the participating employers is as follows:

- For calendar years prior to 2020, Jackson County, made a contribution based on total budgeted payroll (i.e., not just pension payroll). The contribution was 9% of general employee budgeted payroll and a contribution rate determined annually for other employee payroll which may or may not be equal to the most recent actuarially determined employer contribution rate. For employers other than the County, contributions were made at the actuarially determined rate.
- For calendar years beginning 2020 and later, the County and all other employers contribute the actuarially determined contribution rate determined in the prior year's actuarial valuation. For calendar year 2022 the rate is 11.52% which was the actuarially determined rate from the July 1, 2021 actuarial valuation.

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SECTION VI – CONTRIBUTIONS

Table VI-1 below presents and compares the employer contribution rates for the Plan for this valuation and the prior one.

Table VI-1 Development of Plan Contribution Rate as Percentage of Payroll		
	July 1, 2021	July 1, 2022
1. Normal Cost (Monthly):		
a. Total Normal Cost	5.82%	6.80%
b. Administrative Expense	0.32%	0.45%
c. Expected Members Contribution	0.04%	0.04%
d. Employer Normal Cost Rate [(a) + (b) - (c)]	6.10%	7.21%
2. Amortization of Unfunded Liability	5.42%	3.79%
3. Actuarially Determined Contribution Rate [(1) + (2)]	11.52%	11.00%

For purposes of calculating the Actuarially Determined Contribution under GASB, the Unfunded Actuarial Liability is amortized in accordance with the schedule below:

Plan Changes on July 1, 2013	20-year closed amortization
Remaining UAL starting July 1, 2017	20-year layered amortization

Amortization payments as of July 1, 2022 are shown in the table below.

Table VI-2 Unfunded Actuarial Liability Amortization Schedule								
Item	Date Created	Initial Years	Initial Balance	Remaining Years	Outstanding Balance	Amortization Payment	Amortization Factor	
2013 COLA Change	7/1/2013	20	\$ 10,349,101	11	\$ 7,295,017	\$ 932,261	7.825	
2017 Initial UAL	7/1/2017	20	48,941,111	15	41,921,258	4,395,922	9.536	
2018 (Gain)/Loss	7/1/2018	20	(4,863,012)	16	(4,323,784)	(436,799)	9.899	
2019 (Gain)/Loss	7/1/2019	20	(2,227,424)	17	(2,048,360)	(200,069)	10.238	
2020 (Gain)/Loss	7/1/2020	20	97,613	18	92,553	8,768	10.556	
2021 (Gain)/Loss	7/1/2021	20	(9,469,772)	19	(9,232,396)	(850,581)	10.854	
2022 (Gain)/Loss	7/1/2022	20	3,227,087	20	3,227,087	289,859	11.133	
2022 Assumption Change	7/1/2022	20	(15,748,524)	20	(15,748,524)	(1,414,543)	11.133	
Total			\$ 30,306,180		\$ 21,182,852	\$ 2,724,818		

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SECTION VII – ACTUARIAL SECTION OF THE ACFR

The Government Finance Officers Association (GFOA) maintains a checklist of items to be included in the Plan’s Annual Comprehensive Financial Report (ACFR) in order to receive recognition for excellence in financial reporting. We have included certain schedules in this section for possible inclusion with the Plan’s audited financial statements.

Tables VII-1 through VII-5 are exhibits that could be used with the ACFR report. Table VII-1 is the Note to Required Supplementary Information, Table VII-2 is a history of gains and losses in actuarial liability, Table VII-3 is the Schedule of Funded Liabilities by Type which shows the portion of actuarial liability covered by assets, Table VII-4 shows historical Actuarially Determined Contribution information compared to what the County actually contributes, and Table VII-5 is the Schedule of Funding Progress.

**Table VII-1
Note To Required Supplementary Information**

The information presented in the required supplementary schedules was determined as part of the actuarial valuation at the date indicated. Additional information as of the latest actuarial valuation follows.

Valuation date	July 1, 2022
Actuarial cost method	Entry Age
Amortization method	20-year layered amortization, level dollar for changes to the UAL on or after 7/1/2017 (20-year closed amortization for 2013 COLA change)
Asset valuation method	5-year smoothed market Reset to market value at 7/1/2015
Actuarial assumptions:	
Investment rate of return	6.75%
Projected salary increases	Ranges from 3.00% to 6.00%
Cost-of-living adjustments	1.75%
Inflation	2.50%

The actuarial assumptions used have been based upon recommendations by the actuary and adopted by the Plan's Board of Trustees. The most recent actuarial experience study was performed for the period July 1, 2016 through June 30, 2021.

The rate of employer actuarially determined contributions to the Plan is composed of the normal cost, expected administrative expenses, and an amortization of the unfunded actuarial liability. The normal cost is a level percent of payroll cost which, along with member contributions, will pay for projected benefits at retirement for the average plan participant. The actuarial liability is that portion of the present value of projected benefits that will not be paid by future employer normal costs or member contributions. The difference between this liability and the actuarial value of assets as of the same date is the unfunded actuarial liability.

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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SECTION VII – ACTUARIAL SECTION OF THE ACFR

**Table VII-2
Analysis Of Financial Experience
Gain and Loss in Actuarial Liability During Years Ended June 30
Resulting from Differences Between Assumed Experience and Actual Experience
*Gain (or Loss) for Year ending June 30***

Actuarial Valuation Date	Investment Income	Combined Liability Experience	Total Financial Experience	Non-Recurring Items	Total Experience
7/1/2016	\$ (3,512,091)	\$ 3,623,487	\$ 111,396	\$ (3,548,174)	\$ (3,436,778)
7/1/2017	(1,835,328)	(5,125,099)	(6,960,427)	7,234,328	273,901
7/1/2018	67,450	4,307,023	4,374,473	0	4,374,473
7/1/2019	156,784	1,543,227	1,700,011	0	1,700,011
7/1/2020	(1,683,289)	(41,495)	(1,724,784)	0	(1,724,784)
7/1/2021	11,200,166	(5,112,194)	6,087,972	0	6,087,972
7/1/2022	(2,087,362)	(4,589,153)	(6,676,515)	15,748,524	9,072,009

**Table VII-3
Schedule of Funded Liabilities by Type
Aggregate Actuarial Liabilities for
*(expressed in thousands)***

Valuation Date July 1,	Inactive Members (1)	Active Members (2)	Reported Assets (AVA)	Portion of Actuarial Liabilities Covered by Reported Assets	
				(1)	(2)
2013	\$ 100,341	\$ 150,210	\$ 192,022	100%	61%
2014	112,893	162,629	230,044	100%	72%
2015	130,241	170,782	244,567	100%	67%
2016	167,489	147,533	255,800	100%	60%
2017	184,498	142,894	269,223	100%	59%
2018	197,785	137,794	283,837	100%	62%
2019	206,342	139,697	298,074	100%	66%
2020	217,595	140,387	311,516	100%	67%
2021	226,407	148,577	339,694	100%	76%
2022	231,066	144,842	354,725	100%	85%

Amounts prior to 7/1/2016 were calculated by the prior actuary

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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SECTION VII – ACTUARIAL SECTION OF THE ACFR

**Table VII-4
Schedule of Employer Contributions**

Plan Year Ended April 30	Actuarially Determined Contribution	Actual Contribution	Percentage Contributed
2014	\$ 9,085,877	\$ 8,117,005	89.3%
2015	8,326,685	8,479,786	101.8%
2016	9,356,800	8,965,045	95.8%
2017	10,002,450	9,584,406	95.8%
2018	9,436,744	9,885,962	104.8%
2019	9,006,464	9,383,418	104.2%
2020	8,872,315	10,318,596	116.3%
2021	8,806,636	11,954,596	135.7%
2022	8,188,992	11,500,879	140.4%
2023	7,914,444	--	--

Amounts prior to 7/1/2016 were calculated by the prior actuary

**Table VII-5
Schedule of Funding Progress**

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Liability (b)	Unfunded Actuarial Liability (b) - (a)	Funded Ratio (a) / (b)	Covered Payroll (c)	UAL as a Percentage of Covered Payroll [(b) - (a)] / (c)
7/1/2013	\$ 192,022,046	\$ 250,552,204	\$ 58,530,158	76.64%	\$ 62,914,553	93.03%
7/1/2014	230,044,430	275,523,422	45,478,992	83.49%	61,267,909	74.23%
7/1/2015	244,566,704	301,023,680	56,456,976	81.25%	60,503,534	93.31%
7/1/2016	255,800,290	315,021,758	59,221,468	81.20%	60,510,891	97.87%
7/1/2017	269,222,703	327,392,074	58,169,371	82.23%	66,315,839	87.72%
7/1/2018	283,836,837	335,578,550	51,741,713	84.58%	64,516,217	80.20%
7/1/2019	298,073,502	346,039,431	47,965,929	86.14%	66,459,289	72.17%
7/1/2020	311,515,839	357,982,341	46,466,502	87.02%	66,818,179	69.54%
7/1/2021	339,693,791	374,983,233	35,289,442	90.59%	71,084,998	49.64%
7/1/2022	354,724,703	375,907,555	21,182,852	94.36%	71,949,487	29.44%

Amounts prior to 7/1/2016 were calculated by the prior actuary

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
JULY 1, 2022 ACTUARIAL VALUATION REPORT**

APPENDIX A – MEMBERSHIP INFORMATION

Jackson County, Missouri Revised Pension Plan			
Active Member Data			
Males	7/1/2021	7/1/2022	% change
<u>Non-Elected Officials</u>			
Number	621	601	-3.22%
Average Age	47.85	48.35	1.03%
Average Service	12.45	12.54	0.72%
Annual Expected Payroll	\$ 37,601,440	\$ 38,780,342	3.14%
Average Expected Payroll	\$ 60,550	\$ 64,526	6.57%
<u>Elected Officials</u>			
Number	6	6	0.00%
Average Age	62.56	63.56	1.60%
Average Service	11.36	12.36	8.80%
Annual Expected Payroll	\$ 466,971	\$ 485,588	3.99%
Average Expected Payroll	\$ 77,829	\$ 80,931	3.99%
<u>Total</u>			
Number	627	607	-3.19%
Average Age	47.99	48.50	1.05%
Average Service	12.44	12.54	0.79%
Annual Expected Payroll	\$ 38,068,411	\$ 39,265,930	3.15%
Average Expected Payroll	\$ 60,715	\$ 64,689	6.54%
Females	7/1/2021	7/1/2022	% change
<u>Non-Elected Officials</u>			
Number	615	570	-7.32%
Average Age	48.46	48.85	0.81%
Average Service	11.98	12.22	1.95%
Annual Expected Payroll	\$ 32,777,305	\$ 32,433,648	-1.05%
Average Expected Payroll	\$ 53,296	\$ 56,901	6.76%
<u>Elected Officials</u>			
Number	3	3	0.00%
Average Age	55.64	56.64	1.80%
Average Service	13.06	14.06	7.66%
Annual Expected Payroll	\$ 239,281	\$ 249,908	4.44%
Average Expected Payroll	\$ 79,760	\$ 83,303	4.44%
<u>Total</u>			
Number	618	573	-7.28%
Average Age	48.49	48.89	0.82%
Average Service	11.99	12.23	1.99%
Annual Expected Payroll	\$ 33,016,586	\$ 32,683,556	-1.01%
Average Monthly Benefit	\$ 53,425	\$ 57,039	6.77%

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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APPENDIX A – MEMBERSHIP INFORMATION

Jackson County, Missouri Revised Pension Plan Active Member Data (cont.)			
Total	7/1/2021	7/1/2022	% change
<u>Non-Elected Officials</u>			
Number	1,236	1,171	-5.26%
Average Age	48.15	48.59	0.91%
Average Service	12.22	12.39	1.35%
Annual Expected Payroll	\$ 70,378,745	\$ 71,213,990	1.19%
Average Expected Payroll	\$ 56,941	\$ 60,815	6.80%
<u>Elected Officials</u>			
Number	9	9	0.00%
Average Age	60.25	61.25	1.66%
Average Service	11.93	12.93	8.39%
Annual Expected Payroll	\$ 706,252	\$ 735,496	4.14%
Average Expected Payroll	\$ 78,472	\$ 81,722	4.14%
<u>Total</u>			
Number	1,245	1,180	-5.22%
Average Age	48.24	48.69	0.93%
Average Service	12.22	12.39	1.40%
Annual Expected Payroll	\$ 71,084,998	71,949,487	1.22%
Average Expected Payroll	\$ 57,096	\$ 60,974	6.79%

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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APPENDIX A – MEMBERSHIP INFORMATION

Jackson County, Missouri Revised Pension Plan			
Inactive Member Data			
	7/1/2021	7/1/2022	% change
<u>Vested Terminated Members</u>			
Number	1,155	1,099	-4.85%
Average Age	52.92	52.65	-0.51%
Total Deferred Monthly Benefit	\$ 456,796	\$ 453,554	-0.71%
Average Deferred Monthly Benefit	\$ 395	\$ 413	4.35%
<u>Retired & Disabled</u>			
Number	1,315	1,374	4.49%
Average Age	70.72	70.86	0.20%
Total Monthly Benefit	\$ 1,242,207	\$ 1,351,827	8.82%
Average Monthly Benefit	\$ 945	\$ 984	4.15%
<u>Beneficiaries</u>			
Number	172	181	5.23%
Average Age	68.29	68.93	0.94%
Total Monthly Benefit	\$ 120,846	\$ 130,036	7.60%
Average Monthly Benefit	\$ 703	\$ 718	2.25%
<u>Total Inpay</u>			
Number	1,487	1,555	4.57%
Average Age	70.44	70.64	0.28%
Total Monthly Benefit	\$ 1,363,054	\$ 1,481,863	8.72%
Average Monthly Benefit	\$ 917	\$ 953	3.96%

Benefits provided in July 1 valuation data

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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APPENDIX A – MEMBERSHIP INFORMATION

Jackson County, Missouri Revised Pension Plan by Age and Service as of July 1, 2022										
AVERAGE SALARY BY AGE/SERVICE										
Age	TOTAL									Total
	1 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 & up	
Under 25	49,299	0	0	0	0	0	0	0	0	49,299
25 to 29	49,628	50,917	0	0	0	0	0	0	0	49,941
30 to 34	53,513	58,483	55,728	0	0	0	0	0	0	55,783
35 to 39	60,758	65,692	67,469	51,837	44,192	0	0	0	0	62,997
40 to 44	61,360	67,232	63,210	60,254	52,714	0	0	0	0	62,840
45 to 49	52,087	65,512	61,078	60,340	68,256	69,414	0	0	0	61,696
50 to 54	59,990	65,584	73,636	66,730	66,416	74,257	50,354	76,876	0	67,063
55 to 59	56,991	54,482	62,264	58,221	58,635	74,662	67,609	66,744	40,531	59,515
60 to 64	64,371	61,969	58,639	69,693	61,714	51,430	62,543	70,836	74,976	63,082
65 to 69	48,070	64,681	61,397	59,377	50,768	80,986	70,660	77,078	77,030	63,156
70 & up	57,753	64,533	40,814	31,824	48,905	56,206	0	0	85,914	54,824
Total	55,905	61,678	63,081	61,275	61,337	67,160	65,583	71,763	74,686	60,974

Jackson County, Missouri Revised Pension Plan by Age and Service as of July 1, 2022										
COUNTS BY AGE/SERVICE										
Age	TOTAL									Total
	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 & up	
Under 25	12	0	0	0	0	0	0	0	0	12
25 to 29	56	18	0	0	0	0	0	0	0	74
30 to 34	64	54	9	0	0	0	0	0	0	127
35 to 39	52	41	23	7	1	0	0	0	0	124
40 to 44	29	42	24	19	10	0	0	0	0	124
45 to 49	28	33	18	22	21	6	0	0	0	128
50 to 54	29	34	21	21	35	21	2	3	0	166
55 to 59	34	47	23	17	26	8	16	10	1	182
60 to 64	22	21	28	17	21	14	9	14	8	154
65 to 69	9	8	8	6	9	3	5	9	4	61
70 & up	5	6	3	3	5	4	0	0	2	28
Total	340	304	157	112	128	56	32	36	15	1,180

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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APPENDIX A – MEMBERSHIP INFORMATION

**Jackson County, Missouri Revised Pension Plan
by Age and Service as of July 1, 2022**

COUNTS BY AGE/SERVICE

MALES

Age	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 & up	Total
Under 25	7	0	0	0	0	0	0	0	0	7
25 to 29	32	14	0	0	0	0	0	0	0	46
30 to 34	33	23	6	0	0	0	0	0	0	62
35 to 39	29	23	15	5	1	0	0	0	0	73
40 to 44	10	21	15	5	4	0	0	0	0	55
45 to 49	9	14	9	12	11	3	0	0	0	58
50 to 54	18	17	9	11	20	13	2	3	0	93
55 to 59	13	18	13	11	12	4	8	4	1	84
60 to 64	13	15	17	4	9	5	5	7	5	80
65 to 69	4	5	5	3	2	1	4	6	2	32
70 & up	2	4	3	2	4	1	0	0	1	17
Total	170	154	92	53	63	27	19	20	9	607

**Jackson County, Missouri Revised Pension Plan
by Age and Service as of July 1, 2022**

COUNTS BY AGE/SERVICE

FEMALES

Age	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 & up	Total
Under 25	5	0	0	0	0	0	0	0	0	5
25 to 29	24	4	0	0	0	0	0	0	0	28
30 to 34	31	31	3	0	0	0	0	0	0	65
35 to 39	23	18	8	2	0	0	0	0	0	51
40 to 44	19	21	9	14	6	0	0	0	0	69
45 to 49	19	19	9	10	10	3	0	0	0	70
50 to 54	11	17	12	10	15	8	0	0	0	73
55 to 59	21	29	10	6	14	4	8	6	0	98
60 to 64	9	6	11	13	12	9	4	7	3	74
65 to 69	5	3	3	3	7	2	1	3	2	29
70 & up	3	2	0	1	1	3	0	0	1	11
Total	170	150	65	59	65	29	13	16	6	573

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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APPENDIX A – MEMBERSHIP INFORMATION

Jackson County, Missouri Revised Pension Plan Distribution of Retiree, Disabled and Survivors as of July 1, 2022		
Age	Count	Average Monthly Benefit
Under 25	5	\$573
25 - 29	2	368
30 - 34	4	641
35 - 39	3	240
40 - 44	5	822
45 - 49	5	881
50 - 54	5	594
55 - 59	93	853
60 - 64	237	1,094
65 - 69	395	958
70 - 74	367	1,101
75 - 79	233	876
80+	<u>201</u>	<u>687</u>
Total	1,555	\$953

Jackson County, Missouri Revised Pension Plan Distribution of Vested Terminated Members as of July 1, 2022		
Age	Count	Average Deferred Monthly Benefit
Under 25	0	\$0
25 - 29	5	331
30 - 34	38	343
35 - 39	87	370
40 - 44	119	409
45 - 49	157	471
50 - 54	212	504
55 - 59	234	441
60 - 64	165	340
65+	<u>82</u>	<u>217</u>
Total	1,099	\$413

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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APPENDIX A – MEMBERSHIP INFORMATION

Jackson County, Missouri Revised Pension Plan Change in Plan Membership						
	Actives	Vested Terminations	Disabilities	Retirees	Beneficiaries	Total
July 1, 2021	1,245	1,155	37	1,278	172	3,887
New Entrants	100	0	0	0	0	100
Rehires	2	(2)	0	0	0	0
Terminated Vested	(43)	43	0	0	0	0
Terminated Non-Vested	(67)	0	0	0	0	(67)
Disabilities	(1)	(1)	2	0	0	0
Retirements	(54)	(46)	0	100	0	0
Death with Survivor	(2)	(1)	0	(15)	18	0
Death without Survivor	0	(46)	(2)	(28)	(2)	(78)
Benefit Ceased	0	0	0	0	(7)	(7)
Miscellaneous Adjustments	0	(3)	0	2	0	(1)
July 1, 2022	1,180	1,099	37	1,337	181	3,834

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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APPENDIX B – ACTUARIAL ASSUMPTIONS AND METHODS

The assumptions and methods used in this actuarial valuation were adopted at the May 19, 2022 Board meeting based on recommendations from our Experience Study covering plan experience during the period from July 1, 2016 through June 30, 2021.

A. Actuarial Assumptions

1. Discount Rate

6.75%, including inflation at 2.50%

2. Salary Increases

Total Wage Growth: 3.00%, including inflation at 2.50% and real wage growth of 0.50%.

Total assumed salary increases including step and promotional increases are based upon service and shown in the table below.

Salary Increase Rates by Service			
Service	Rate	Service	Rate
0	6.00%	15	3.95
1	5.85	16	3.85
2	5.70	17	3.75
3	5.55	18	3.65
4	5.40	19	3.55
5	5.25	20	3.45
6	5.10	21	3.40
7	4.95	22	3.35
8	4.80	23	3.30
9	4.65	24	3.25
10	4.50	25	3.20
11	4.35	26	3.15
12	4.25	27	3.10
13	4.15	28	3.05
14	4.05	29+	3.00

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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APPENDIX B – ACTUARIAL ASSUMPTIONS AND METHODS

3. Rates of Mortality

Healthy Non-Annuitants: 2010 Public General Amount-Weighted Mortality Table for Healthy Employees, projected using Scale MP-2021 on a generational basis.

Healthy Annuitants: 2010 Public General Amount-Weighted Below-Median Mortality Table for Healthy Retirees (multiplied by 1.038 for males and 1.190 for females), projected using Scale MP-2021 on a generational basis.

Disabled: 2010 Public General Amount-Weighted Mortality Table for Disabled Retirees, projected using Scale MP-2021 on a generational basis.

4. Rates of Retirement

Rates of Retirement by Age and Service			
Age	Age Plus Service Less than 80	Age Plus Service Equals 80 Points	Age Plus Service Greater than 80
	Points		Points
55	5.00%	17.50%	15.00%
56	5.00	17.50	10.00
57	5.00	17.50	10.00
58	5.00	17.50	10.00
59	5.00	17.50	10.00
60	7.50	17.50	10.00
61	10.00	17.50	10.00
62	10.00	17.50	15.00
63	10.00	17.50	15.00
64	10.00	17.50	15.00
65	30.00	32.50	32.50
66	30.00	32.50	32.50
67	25.00	25.00	25.00
68	15.00	20.00	20.00
69	15.00	20.00	20.00
70 & over	100.00	100.00	100.00

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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APPENDIX B – ACTUARIAL ASSUMPTIONS AND METHODS

5. Rates of Disability

Rates of Disability at Select Ages	
Age	Disability
20	0.025%
25	0.025
30	0.050
35	0.075
40	0.100
45	0.200
50	0.300
55	0.300
60	0.300
65	0.300
70	0.000

6. Rates of Termination

Rates of Termination	
Service	Termination
0	22.50%
1	22.50
2	20.00
3	17.50
4	13.50
5	13.50
6	10.00
7	10.00
8	10.00
9	10.00
10	7.50
11	7.50
12	7.50
13	6.00
14	5.00
15	5.00
16	5.00
17	5.00
18	5.00
19	5.00
20 or more	3.00

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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APPENDIX B – ACTUARIAL ASSUMPTIONS AND METHODS

7. Retirement Age for Inactive Vested Members

61

8. Administrative Expenses

\$315,000 is added to the normal cost of the Plan for expected administrative expenses, which is based upon the actual administrative expenses paid during the prior plan year rounded to the nearest \$5,000.

9. Cost of Living Adjustment

Benefits are assumed to increase after retirement at a rate of 1.75% per year.

10. Changes Since Last Valuation

All assumptions have been revised based on the results of the experience study conducted for the period from July 1, 2016 to June 30, 2021.

B. Rationale for Assumptions

1. Economic Assumptions

The investment return assumption of 6.75% was selected based upon an analysis that included (a) capital market assumptions provided by the investment consultant, (b) the asset allocation of the fund, and (c) investment return assumptions of other public retirement systems.

The inflation assumption of 2.5% was selected based upon an analysis that included (a) input from the investment consultant, (b) historical inflation as measured by the Consumer Price Index, and (c) implied inflation in long-term government bonds.

The long-term wage growth assumption of 3.00% was based upon the inflation assumption of 2.5% plus a real wage growth assumption of 0.50% that was derived from an analysis of historical increases in Social Security Average earnings.

2. Demographic Assumptions

The demographic assumptions are based upon the most recent experience study covering the period 2016-2021, which was presented to the Board of Trustees at their meeting of May 19, 2022.

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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APPENDIX B – ACTUARIAL ASSUMPTIONS AND METHODS

C. Disclosures regarding Models Used

In accordance with the Actuarial Standard of Practice (ASOP) No. 56 *Modeling*, the following disclosures are made:

a. Valuation Software

Cheiron utilizes ProVal, an actuarial valuation software program leased from Winklevoss Technologies (WinTech), to calculate liabilities and projected benefit payments. We have relied on WinTech as the developer of ProVal. We have reviewed ProVal and have a basic understanding of it and have used ProVal in accordance with its original intended purpose. We have not identified any material inconsistencies in assumptions or output of ProVal that would affect this actuarial valuation.

b. Projections

This report includes projections of future contributions, assets, and funded status for the purpose of assisting the Board of Trustees with the management of the Fund. We have used Cheiron's R-Scan model to develop these projections. The model is also used to stress test the impact of volatile asset returns over the projection period.

Experience in the model may be varied to illustrate the sensitivity of potential experience compared to a particular assumption. Because the model does not automatically capture how changes in one variable affect all other variables, some scenarios may not be consistent.

The R-Scan projection uses projected benefit payments for current members but does not include projected benefit payments for new members. This limitation is not material for the next 20 years, but longer projection periods should be viewed with caution. The R-Scan projection uses standard roll-forward techniques that implicitly assume a stable active population. Changes in the demographic characteristics of the active population will lead to different results.

The stochastic projections of investment returns are based on an assumption that each future year's investment return is independent from all other years and is identically distributed according to a lognormal distribution. This assumption may result in an unrealistically wide range of compound investment returns over longer periods of time. The standard deviation used in the stochastic projection of investment returns was provided by the investment consultant.

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
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APPENDIX B – ACTUARIAL ASSUMPTIONS AND METHODS

Contribution Allocation Procedure

The contribution allocation procedure primarily consists of an actuarial cost method, an asset smoothing method, and an amortization method as described below.

1. Actuarial Cost Method

The Entry Age actuarial cost method was used for active employees, whereby the normal cost is computed as the level annual percentage of pay required to fund the retirement benefits between each member's date of hire and assumed retirement. The actuarial liability is the difference between the present value of future benefits and the present value of future normal costs. Or, equivalently, it is the accumulation of normal costs for all periods prior to the valuation date. The normal cost and actuarial liability are calculated on an individual basis. The sum of the individual amounts is the normal cost and actuarial liability for the Plan. The actuarial liability for the Plan represents the target amount of assets the Plan should have as of the valuation date according to the actuarial cost method.

2. Asset Valuation Method

For the purpose of determining contribution rates and amounts, an actuarial value of assets is used that dampens the volatility in the market value of assets, resulting in a smoother pattern of contribution rates.

The actuarial value of assets is calculated by recognizing 20% of the difference in each of the prior four years of actual investment returns compared to the expected return on the market value of assets. An adjustment is made so that the final actuarial value of assets is at least 80%, but not more than 120% of the market value of assets.

The asset value was reset to market value as of July 1, 2015.

3. Amortization Method

The unfunded actuarial liability is the difference between the actuarial liability and the actuarial value of assets. An increase in liability due to a plan change in 2013 is being amortized over a closed 20-year amortization period beginning July 1, 2013, as a level dollar amount. The remaining unfunded actuarial liability at July 1, 2017, is amortized over a closed 20-year amortization period, as a level dollar amount. All future actuarial gains and losses, assumption changes, and plan changes are amortized as level dollar amounts over 20-year periods beginning with the valuation date in which they first arise.

4. Changes Since Last Valuation

None

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APPENDIX C – SUMMARY OF PLAN PROVISIONS

1. Membership Requirement

12 months of Credited Service

2. Average Monthly Earnings

Non-Elected Officials: The average of the highest 36 consecutive months of earnings in the last 120 months.

Elected Officials: Monthly compensation of the incumbent of the same position that the Elected Official last held at the date of retirement.

3. Credited Service

Non-Elected Officials: Years and completed months of continuous employment after December 31, 1966, plus 75% of years and completed months prior to January 1, 1967.

Elected Officials: Years and months of continuous employment after December 31, 2003. Service prior to January 1, 2004 is only included if purchased by the participant.

4. Member Contributions

Non-Elected Officials: None

Elected Officials: 4% of salary, accumulated at 5% interest per annum.

5. Normal Retirement

Eligibility: Age 55 with 80 points or age 65 regardless of credited service.

Normal Form of Payment: Single life annuity guaranteed for 60 months.

Amount: Non-Elected Officials:
1.5% of average monthly earnings for each year of credited service, subject to a minimum monthly benefit of \$50.

Elected Officials:
4.167% of average monthly earnings for each year of credited service, up to 12 years, plus 5% of average monthly earnings for each year of credited service in excess of 12 years, up to 4 years.

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APPENDIX C – SUMMARY OF PLAN PROVISIONS

6. Early Retirement

Eligibility: Age 55 with 5 years of credited service.

Amount: Accrued benefit reduced by 1/240 per month for each month preceding normal retirement date.

7. Disability Retirement

Eligibility: Five years of service and total and permanent disability of an employee (as defined under the Social Security Act).

Amount: Accrued benefit payable as of the date of disability.

8. Death while an Active Employee

Eligibility: Five years of service.

Amount: Lump sum benefit equal to the present value of the accrued 60 month certain and life benefit.

9. Deferred Retirement

Eligibility: Five years of credited service.

Amount: Accrued benefit payable at Normal Retirement Date.

10. Health Insurance Supplement

Non-Elected Officials: None

Elected Officials: \$200 per month paid to all current and future pensioners for the lifetime of the member. Not subject to annual cost-of-living adjustments.

11. Post-Retirement Cost-of-Living Adjustment (COLA):

Eligibility: Members who terminate after July 30, 1990

Timing: July 1

Amount: Amount determined by the Pension Plan Administration Committee, not to exceed 3%.

12. Changes Since Last Valuation

None

**JACKSON COUNTY, MISSOURI REVISED PENSION PLAN
JULY 1, 2021 ACTUARIAL VALUATION REPORT**

APPENDIX D – GLOSSARY OF TERMS

1. Actuarial Assumptions

Estimates of future experience with respect to rates of mortality, disability, turnover, retirement rate, or rates of investment income and salary increases. Demographic Actuarial Assumptions (rates of mortality, disability, turnover, and retirement) are generally based on past experience, often modified for projected changes in conditions. Economic assumptions (price inflation, wage inflation, and investment income) are generally based on expectations for the future that may differ from the Plan’s past experience.

2. Actuarial Cost Method

A mathematical budgeting procedure for allocating the dollar amount of the Present Value of Future Benefits between future Normal Costs and Actuarial Liability.

3. Actuarially Determined Contribution

The payment to the Plan as determined by the actuary using a Contribution Allocation Procedure. It may or may not be the actual amount contributed to the Plan.

4. Actuarial Gain (Loss)

The difference between actual experience and the anticipated experience based on the Actuarial Assumptions during the period between two actuarial valuation dates.

5. Actuarial Liability

The Actuarial Liability is the difference between the Present Value of Future Benefits and the present value of total future Normal Costs. This is also referred to by some actuaries as the “accrued liability” or “actuarial accrued liability.” The Actuarial Liability represents the present value of benefits already earned as of a valuation date according to the Actuarial Cost Method.

6. Actuarial Present Value

The amount of funds currently required to provide a payment or series of payments in the future. It is determined by discounting future payments at the discount rate and by probabilities of payment.

7. Amortization Method

A method for determining the amount, timing, and pattern of payment of the Unfunded Actuarial Liability.

APPENDIX D – GLOSSARY OF TERMS

8. Asset Valuation Method

The method used to develop the actuarial value of assets from the market value of assets typically by smoothing investment returns above or below the assumed rate of return over a period of time.

9. Contribution Allocation Procedure

A procedure typically using an Actuarial Cost Method, an Asset Valuation Method, and an Amortization Method to develop the Actuarially Determined Contribution.

10. Discount Rate

The rate of interest used to discount future benefit payments to determine the Actuarial Present Value. For purposes of determining an Actuarially Determined Contribution, the Discount Rate is typically based on the long-term expected return on assets.

11. Funded Status or Funding Ratio

Either the market or actuarial value of assets divided by Actuarial Liability. For purposes of this report, the Funded Status represents the proportion of the actual assets compared to the target established by the Actuarial Cost Method as of the valuation date. These measures are for contribution budgeting purposes and are not appropriate for assessing the sufficiency of plan assets to cover the estimated cost of settling the plan's benefit obligations.

12. Normal Cost

The portion of the Present Value of Future Benefits allocated to the current year by the Actuarial Cost Method.

13. Present Value of Future Benefits

The Actuarial Present Value of all benefits both earned as of the valuation date and expected to be earned in the future by current plan members based on current plan provisions and Actuarial Assumptions.

14. Unfunded Actuarial Liability (UAL)

The unfunded actuarial liability is the difference between Actuarial Liability and either the market or the actuarial value of assets. This value is sometimes referred to as "unfunded actuarial accrued liability." It represents the difference between the actual assets and the amount of assets expected by the Actuarial Cost Method as of the valuation date.



Classic Values, Innovative Advice

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute cooperative agreements with certain organizations which provide assistance to homeless persons, at an aggregate cost to the County not to exceed \$307,000.00.

RESOLUTION NO. 21125, December 12, 2022

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, on June 4, 1991, the voters of Jackson County authorized the County Legislature to impose a \$3.00 user fee on all instruments recorded with the County's Department of Records, the proceeds of which fee is to be used to provide funds for assistance to homeless persons; and,

WHEREAS, the County actually imposed said fee by Ordinance 1986, dated June 10, 1991; and,

WHEREAS, by enacting sections 9054. through 9059., Jackson County Code, 1984, the Legislature created the Housing Resources Commission and designated the Commission as the agency of the County responsible for determining the allocation and distribution of the proceeds of the user fee to organizations providing services to homeless persons; and,

WHEREAS, the Commission desires to assist these organizations in the provision of services and has recommended the expenditure of funds to the organizations listed below, all providing assistance to homeless persons exclusively in Jackson County:

<u>AGENCY</u>	<u>AMOUNT</u>
Amethyst Place	\$12,000.00
Community LINC	\$10,000.00
Footprints	\$30,000.00
Hillcrest Transitional Housing	\$15,000.00
Hope House	\$15,000.00
Legal Aid of Western Missouri	\$60,000.00
Mother's Refuge	\$15,000.00
Newhouse	\$15,000.00
Operation Breakthrough	\$10,000.00
Reconciliation Services	\$35,000.00
River of Refuge	\$10,000.00
Rose Brooks	\$15,000.00
Salvation Army - Crossroads	\$25,000.00
Sarita Lynne Ministries	\$20,000.00
Sheffield Place	\$20,000.00
Total	\$307,000.00

and,

WHEREAS, the execution of Cooperative Agreements with these agencies in the amounts indicated is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED that the County Executive be, and hereby is, authorized to execute cooperative agreements with the organizations in the amounts indicated, all for the purpose of providing assistance to homeless persons, in a form to be approved by the County Counselor; and,


BE IT FURTHER RESOLVED that the Department of Finance and Purchasing be, and hereby is, authorized to make all payments, including final payments on these 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. 21125 of December 12, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funding is subject to appropriation in the 2023 annual budget.

12/9/2022

Date



Chief Administrative Officer

Request for Legislative Action

Resolution No.: 21125
Sponsor: Dan Tarwater III
Date: December 12, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21125
Sponsor(s):	Dan Tarwater III	Legislature Meeting Date:	12/12/2022

Introduction
Action Items: ['Authorize']
Project/Title:
A Resolution authorizing the County Executive to execute cooperative agreements with certain organizations which provide assistance to homeless persons, at an aggregate cost to the County not to exceed \$307,000.

Request Summary																																																
Request for legislative action to authorize the County Executive to execute cooperative agreements with certain organizations which provide assistance to homeless persons. The 2023 Budget is projected to provide \$375,000 in agency funding from account 043-7001-56789. The HRC Board met October 27, 2022 and authorized 15 agencies listed below to be funded at a total of \$307,000 subject to 2023 appropriation. All agencies allocated funding by the HRC Board have met the County's liability insurance requirements, obtained tax clearance for taxes due/exempted December 31, 2022 and have submitted documents with their proposal that comply with Executive Order 04-18, thus are deemed in compliance with the requirements.																																																
<table><tbody><tr><td>1.</td><td>Amethyst Place</td><td>\$12,000</td></tr><tr><td>2.</td><td>Community LINC</td><td>\$10,000</td></tr><tr><td>3.</td><td>Footprints</td><td>\$30,000</td></tr><tr><td>4.</td><td>Hillcrest Transitional Housing</td><td>\$15,000</td></tr><tr><td>5.</td><td>Hope House</td><td>\$15,000</td></tr><tr><td>6.</td><td>Legal Aid of Western MO</td><td>\$60,000</td></tr><tr><td>7.</td><td>Mother's Refuge</td><td>\$15,000</td></tr><tr><td>8.</td><td>Newhouse</td><td>\$15,000</td></tr><tr><td>9.</td><td>Operation Breakthrough</td><td>\$10,000</td></tr><tr><td>10.</td><td>Reconciliation Services</td><td>\$35,000</td></tr><tr><td>11.</td><td>River of Refuge</td><td>\$10,000</td></tr><tr><td>12.</td><td>Rose Brooks Center</td><td>\$15,000</td></tr><tr><td>13.</td><td>Salvation Army Crossroads</td><td>\$25,000</td></tr><tr><td>14.</td><td>Sarita Lynne Ministries</td><td>\$20,000</td></tr><tr><td>15.</td><td>Sheffield Place</td><td>\$20,000</td></tr><tr><td></td><td>TOTAL</td><td>\$307,000</td></tr></tbody></table>	1.	Amethyst Place	\$12,000	2.	Community LINC	\$10,000	3.	Footprints	\$30,000	4.	Hillcrest Transitional Housing	\$15,000	5.	Hope House	\$15,000	6.	Legal Aid of Western MO	\$60,000	7.	Mother's Refuge	\$15,000	8.	Newhouse	\$15,000	9.	Operation Breakthrough	\$10,000	10.	Reconciliation Services	\$35,000	11.	River of Refuge	\$10,000	12.	Rose Brooks Center	\$15,000	13.	Salvation Army Crossroads	\$25,000	14.	Sarita Lynne Ministries	\$20,000	15.	Sheffield Place	\$20,000		TOTAL	\$307,000
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	TOTAL	\$307,000																																														

Contact Information

Request for Legislative Action

Department:	County Legislature	Submitted Date:	11/28/2022
Name:	Dawn C. Hickman	Email:	DHickman@jacksongov.org
Title:	Legislative Aide	Phone:	816-881-3322

Budget Information			
Amount authorized by this legislation this fiscal year:			\$307,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$307,000
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
043 (Homeless Assistance Fund)	7001 (Housing Resource Commission)	56789 (Outside Agency Funding)	\$307,000

Prior Legislation	
Prior Ordinances	
Ordinance: 1986	Ordinance date: June 10, 1991
5510	May 17, 2021
Prior Resolution	
Resolution:	Resolution date:
20862	January 31, 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	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Non-profit	
MBE:	.00%
WBE:	.00%

Request for Legislative Action

VBE: .00%	
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none">Funds sufficient for this expenditure will be/were appropriated by Ordinance #5701	

Request for Legislative Action

History

Submitted by County Legislature requestor: Dawn C. Hickman on 11/28/2022. Comments:

Approved by Department Approver Crissy Wooderson on 11/28/2022 2:47:08 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 11/29/2022 9:26:29 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 11/29/2022 9:59:48 AM. Comments:

Returned for more information by Budget Office Approver Mark Lang on 11/30/2022 11:45:43 AM. Comments: Please input the amount of this legislation on the top line of the "Budget Info" tab.

Submitted by Requestor Dawn C. Hickman on 11/30/2022 1:37:41 PM. Comments: RLA was corrected on Budget Info Tab

Approved by Department Approver Crissy Wooderson on 11/30/2022 1:46:47 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 11/30/2022 3:44:18 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 11/30/2022 3:51:17 PM. Comments:

Approved by Budget Office Approver Mark Lang on 12/2/2022 4:24:20 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 12/4/2022 11:27:01 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 12/7/2022 12:05:17 PM. Comments:

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: December 2, 2022

RES # 21125

eRLA ID #: 745

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
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Subject to appropriation in the 2023 budget		\$ -
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APPROVED
By Mark Lang at 4:22 pm, Dec 02, 2022

Budget Office

\$ -

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of pipe and plumbing supplies for use by various County departments to Reeves-Wiedeman Company of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 105-22.

RESOLUTION NO. 21138, January 9, 2023

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 105-22 for pipe and plumbing furnishings for use by various County departments; and,

WHEREAS, a total of twenty-three notifications were distributed and viewed, and one response was received and evaluated from Reeves-Wiedeman Company of Kansas City (Jackson County), MO; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with one twelve-month option to extend for the furnishings of pipe and plumbing supplies to Reeves-Wiedeman Company of Kansas City (Jackson County), MO, as the lowest and best bids received; and,

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

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

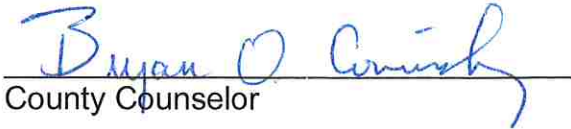
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent sufficient appropriations to the using spending agencies have been made in the current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21138 of January 9, 2023 was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____ Nays _____

Abstaining _____ Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.



Date



Chief Administrative Officer

Request for Legislative Action

Res. #21138

Sponsor: Jalen Anderson

Date: January 9, 2023

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21138
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	1/9/2023

Introduction

Action Items: ['Award']

Project/Title:

Awarding a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Pipe and Plumbing Supplies for use by Various County Departments to Reeves-Wiedeman Company of Kansas City, Missouri under the terms and conditions of Invitation to Bid No.105-22.

Request Summary

Various County Departments require a Term and Supply Contract for the furnishing of Pipe and Plumbing Supplies. The Purchasing Department issued Invitation to Bid No. 105-22 in response to those requirements. A total of 829 notifications were distributed, 23 document takers and one (1) response was received and evaluated. An Executive Summary of the Invitation to Bid, including the Contractor's Quotation Sheet and the using County Departments Recommendation Memos are attached.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department and the using Departments recommend the award of a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Pipe and Plumbing Supplies for use by Various County Departments to Reeves-Wiedeman Company of Kansas City, Missouri as the lowest and best bid under the terms and conditions of Invitation to Bid No. 105-22.

The estimated annual usage for this contract is \$150,000. This award is made on a "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchase(s) is subject to annual appropriations.

Contact Information

Department:	Finance	Submitted Date:	12/7/2022
Name:	Keith E. Allen	Email:	keallen@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3465

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:	\$

Request for 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:
20567	November 23, 2020

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:	Yes
Have all required attachments been included in this RLA?	Yes

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

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

Request for Legislative Action

History

Submitted by Finance requestor: Keith E. Allen on 12/7/2022. Comments:

Approved by Department Approver Bob Crutsinger on 12/7/2022 12:39:58 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 12/7/2022 12:47:21 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 12/7/2022 3:20:49 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 12/7/2022 3:37:40 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 12/8/2022 7:59:32 AM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 1/5/2023 10:58:45 AM. Comments:



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

INTER-OFFICE MEMO

TO: Keith Allen, Purchasing
FROM: Beth Money, Office Administrator
CC: Sgt. Eli Postlethwait
RE: Recommendation Memo 105-22 – Pipe and Plumbing Supplies
Date: November 30, 2022

The Sheriff's Office has an ongoing need for a vendor to provide pipe and plumbing supplies. Sgt. Eli Postlethwait has reviewed the bid submitted by Reeves-Wiedeman Company. We recommend awarding the contract to Reeves-Wiedeman Company as they offer acceptable pricing and products which will meet our needs.

The Sheriff's Office will spend approximately \$5,000 annually using this contract.



JACKSON COUNTY

Parks + Rec

22807 Woods Chapel Road
Blue Springs, Missouri 64015
www.jacksongov.org

*Administration
Historic Sites
Ranger Station
Leisure Services
(816) 503-4800
Fax (816) 795-1234*

*Kemper Outdoor
Education Center
(816) 229-8980*

*Fred Arbanas
Golf Course at
Longview Lake
(816) 761-9445*

*Blue Springs Marina
(816) 795-1112*

*Jacomo Marina
(816) 795-8888*

*Longview Marina
(816) 966-0131*

*Special Population
Services
(816) 763-5130*

MEMORANDUM

TO: Keith Allen, Senior Buyer

FROM: John Johnson, Superintendent Park Operations

DATE: November 30, 2022

SUBJECT: Bid No. 105-22 – “**Pipe & Plumbing Supplies**”

In review of Invitation to Bid No. 105-22, the Parks + Rec Department recommendation is to award the bid to **Reeves-Wiedeman**. Reeves has provided excellent service and quality materials as the previous term and supply vendor for servicing the Department’s needs.

Our **projected usage** during the next twelve months is \$ 18,500.



JACKSON COUNTY Facilities Management Division

Jackson County Courthouse
415 East 12th Street, Third Floor Mezzanine
Kansas City, Missouri 64106
jacksongov.org

(816) 881-3258
Fax: (816) 881-3583

MEMORANDUM

From: Rick Gerla, Facilities Management Administrator

To: Keith Allen, Senior Buyer, Purchasing Department

Date: 11/29/2022

Subject: Bid 105-22 Pipe and Plumbing Supplies, Term and Supply Contract Recommendation

Keith,

This memorandum is being prepared and submitted in response to your request for feedback regarding the above contract being awarded by Jackson County for HVAC Parts on a Term and Supply basis.

The Facilities Management Division would like to recommend moving forward with Reeves-Wiedeman Company, a vendor who applied for this contract. Reeves been in service for a number of years covering a wide variety of pipe and plumbing parts, supplies, equipment and materials for the Facilities Management Buildings. Their competitive pricing and experience with both municipal and private customers around Jackson County led me to recommended them, along with having the lowest pricing. Annual spend for Facilities will be around \$125,000.00 for Pipe and Plumbing Supplies.

Thank you,

A handwritten signature in blue ink that reads "R Gerla".

Rick Gerla
Facilities Management Administrator



105-22 - Pipe and Plumbing Supplies

Project Overview

Project Details	
Reference ID	105-22
Project Name	Pipe and Plumbing Supplies
Project Owner	Keith Allen
Project Type	ITB
Department	Various Departments
Budget	\$0.00 - \$0.00
Project Description	Jackson County, Missouri is seeking bids for the furnishing of Pipe & Plumbing Supplies for use by Various County Departments on a Twelve (12) Month Contract with a Twelve (12) Month Option to Extend.
Open Date	Nov 03, 2022 5:00 PM CDT
Intent to Bid Due	Nov 29, 2022 1:30 PM CST
Close Date	Nov 29, 2022 2:00 PM CST

Highest Scoring Supplier	Score
Reeves-Wiedeman Company	86.67 pts

**ATTACHMENT 1
 BIDDER'S QUOTATION SHEET**

No.	Description	Catalog/Price List Number	Catalog/Price List Date	Discount Offered
01	Standard Mall Galvanized Fittings	R-W Catalog 2022		50 %
02	Standard Cast Iron Fittings			%
03	Forged Steel Fittings			%
04	Valves Bronze			%
05	Pipe Hangers			%
06	Copper Tube			%
07	Copper Fittings			%
08	Standard Black Steel Nipples			%
09	Standard Galvanized Steel Nipples			%
10	Galvanized Steel Pipe 21' T & C			%
11	Black Steel Pipe 21' T & C			%
12	PVC Pipe & Fittings			%
13	Sloan Valves and Repair Parts			%
14	Acorn Security Plumbing Products			%
15	PEX Piping			%
16	PEX Fittings			%
17	Miscellaneous Orders: You may offer several different discounts – please use additional sheets to list			%



Seal status

Requested Information	Unsealed on	Unsealed by
Acknowledgement of Addenda	Nov 29, 2022 2:17 PM CST	Keith Allen
Affidavit	Nov 29, 2022 2:17 PM CST	Keith Allen
Certificate of Compliance	Nov 29, 2022 2:17 PM CST	Keith Allen
Exhibit F - Bidder's Exceptions	Nov 29, 2022 2:17 PM CST	Keith Allen
Greater Kansas City Metro Area Information Memo	Nov 29, 2022 2:17 PM CST	Keith Allen
Statement of Contractor's Qualifications	Nov 29, 2022 2:17 PM CST	Keith Allen
Term & Supply Contract Page	Nov 29, 2022 2:17 PM CST	Keith Allen
Attachment 1 - Bidder's Quotation Sheet	Nov 29, 2022 2:17 PM CST	Keith Allen



105-22 - Pipe and Plumbing Supplies

Scoring Summary

Active Submissions

	Total	A - Purchasing Evaluation	A-1 - Addenda	A-2 - Affidavit	A-3 - Attachment 1 - Bidder's Quotation Sheet
Supplier	/ 100 pts	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail
Reeves-Wiedeman Company	86.67	0	Pass	Pass	Pass



A-4 - Certificate of Compliance	A-5 - Exhibit F - Exceptions	A-6 - Greater KC Metro Area Memo	A-7 - Statement of Contractor's Qualifications	A-8 - Term & Supply Contract Page
Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Pass	Pass	Pass	Pass	Pass



B - Department Evaluation	B-1 - Attachment 1 - Bidder's Quotation Sheet	B-2 - Statement of Contractor's Qualifications	B-3 - Exhibit F - Bidder's Exceptions
/ 100 pts	/ 50 pts	/ 30 pts	/ 20 pts
86.67	43.33	26.67	16.67

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of calcium chloride pellets and rock salt for use by various County departments to Nu-Life Labs, Inc., of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 106-22.

RESOLUTION NO. 21139, January 9, 2023

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 106-22 for the furnishing of calcium chloride pellets and rock salt; and,

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

BIDDERS

Nu-Life Labs Inc.
Kansas City (Jackson County), MO

Van Diest Supply Company
Olathe, KS

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract, with one twelve-month option to extend, for calcium chloride pellets & rock salt to Nu-Life Labs Inc., of Kansas City, MO, as the lowest and best bid received as set forth in the attached electronic Request for Legislative Action; and,

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

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

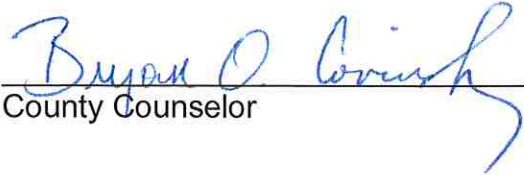
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21139 of January 9, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

1/4/2023

Date



Chief Administrative Officer

Request for Legislative Action

Res. #21139
Sponsor: Jalen Anderson
Date: January 9, 2023

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21139
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	1/9/2023

Introduction

Action Items: ['Award']

Project/Title:

Awarding a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Calcium Chloride Pellets & Rock Salt for use by Various County Departments to Nu-Life Labs Inc of Kansas City, Missouri under the terms and conditions of Invitation to Bid No. 106-22.

Request Summary

Various County Departments require a Term and Supply Contract for the furnishing of Calcium Chloride Pellets & Rock Salt. The Purchasing Department issued Invitation to Bid No. 106-22 in response to those requirements. A total of 88 notifications were distributed, 16 document takers and two (2) responses were received and evaluated. An Executive Summary of the Invitation to Bid, including the Contractor's Quotation Sheet and the using County Departments Recommendation Memos are attached.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department and the using Departments recommend the award of a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Calcium Chloride Pellets & Rock Salt for use by Various County Departments to Nu-Life Labs Inc. of Kansas City, Missouri as the lowest and best bid under the terms and conditions of Invitation to Bid No. 106-22.

The estimated annual usage for this contract is \$30,000. This award is made on a "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchase(s) is subject to annual appropriations.

Contact Information

Department:	Finance	Submitted Date:	12/7/2022
Name:	Keith E. Allen	Email:	keallen@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3465

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:	\$

Request for 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?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

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

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

Request for Legislative Action

History

Submitted by Finance requestor: Keith E. Allen on 12/7/2022. Comments:

Approved by Department Approver Bob Crutsinger on 12/7/2022 1:01:21 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 12/7/2022 1:12:51 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 12/7/2022 3:25:17 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 12/7/2022 3:39:20 PM. Comments:

Approved by Executive Office Approver Sylvania Stevenson on 12/8/2022 7:56:00 AM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 1/5/2023 10:59:23 AM. Comments:



JACKSON COUNTY Facilities Management Division

Jackson County Courthouse
415 East 12th Street, Third Floor Mezzanine
Kansas City, Missouri 64106
jacksongov.org

(816) 881-3258
Fax: (816) 881-3583

MEMORANDUM

From: Rick Gerla, Facilities Management Administrator

To: Keith Allen, Senior Buyer, Purchasing Department

Date: 12/2/2022

Subject: Bid 106-22 Calcium Chloride Pellets & Rock Salt, Term and Supply Contract Recommendation

Keith,

This memorandum is being prepared and submitted in response to your request for feedback regarding the above contract being awarded by Jackson County for Calcium Chloride Pellets & Rock Salt on a Term and Supply basis.

The Facilities Management Division would like to recommend Nu-Life Labs moving forward with a vendor who applied for this contract. Nu-Life has been in service for a number of years covering a wide variety of ice and snow melt materials for the Facilities Management Buildings. Their competitive pricing and experience with both municipal and private customers around Jackson County led me to recommend them, along with having all of the products requested for FMD. Annual spend for Facilities will be around \$17,000.00 for Pipe and Plumbing Supplies.

Thank you,

A handwritten signature in blue ink that reads "R Gerla".

Rick Gerla
Facilities Management Administrator



JACKSON COUNTY
Parks + Rec

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

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

MEMORANDUM

TO: Keith Allen, Senior Buyer, Purchasing

FROM: John Johnson, Superintendent, Park Operations

DATE: December 1, 2022

SUBJECT: 106-22 Calcium Chloride Pellets & Rock Salt

The Parks+Rec Department recommends awarding of this contract to Nu-Life Labs for the materials that Parks will use to treat sidewalks and steps in the park system and at selected County downtown KC and Independence facilities.

Nu-Life was low bidder for the type of ice melt that Parks uses the most and Nu-Life has provided great service the past few years, e.g. resupplying materials quickly, as needed.

Our **projected usage** for the next twelve months is \$10,000.

Please let me know if you have questions or need additional information. Thank you!



Frank White, Jr., County Executive



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

INTER-OFFICE MEMO

TO: Keith Allen, Purchasing
FROM: Beth Money, Office Administrator
CC: Sgt. Eli Postlethwait
RE: Recommendation Memo 106-22 – Calcium Chloride Pellets and Rock Salt
Date: December 5, 2022

The Sheriff's Office has an ongoing need for vendors to provide Calcium Chloride Pellets and Rock Salt. Sgt. Eli Postlethwait has reviewed the bids submitted by Nu-Life Labs, Inc. and Van Diest Supply Company. We recommend awarding the contract to Nu-Life Labs, Inc. as their pricing, products and service will best suit our needs.

The Sheriff's Office will spend approximately \$2,000 annually using this contract.

**ATTACHMENT 1
BIDDER'S QUOTATION SHEET**

No.	Description	Estimated Qty	Unit Price
1.	Calcium Chloride Pellets, 50 lb. Bag	1865	\$ 14.99
2.	#1 Rock Salt, 50 lb. bag	275	\$ 6.99
3.	#1 Rock Salt, 25 lb. bag	475	\$ -
4.	Blue Ice Melter, 50 lb. bag	400	\$ 8.99

* Quoting on same items your currently using from us.

Options:

CAN Purchase by the Truckload if needed

Ⓐ Calcium chloride - 900 BAGS Per Load - 50lb. BAGS

Ⓑ Rock salt - 882 BAGS Per Load - 50lb. BAGS

CALL For current pricing if needing to purchase in full Truckload quantities



Nu-life Labs Inc.
P.O. Box 15793
Lenexa, KS 66285
913-649-2625 or 888-901-2625
913-764-1254 Fax
www.nu-lifelabs.com

Excel™

Calcium Chloride Pellets

The Excel Advantage

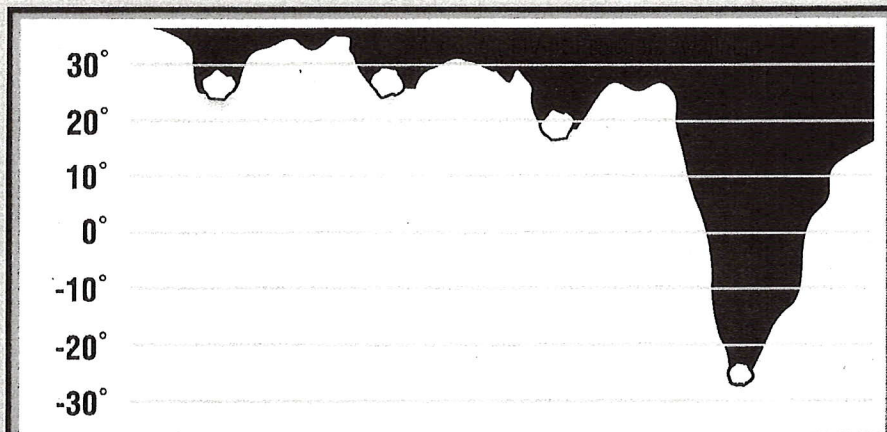
- Effectively melts down to -25°F .
- Begins melting immediately upon impact – generates melting heat fast.
- Quickly penetrates through frozen surfaces to undercut the ice.
- Most efficient de-icer on the market – melts more so application rate is less.
- Long-lasting melting action – requires fewer applications than other de-icers.
- No powdery residue – odorless and colorless.
- Safe on concrete and vegetation when used correctly.

Available Packaging

- ✓ Bags 40 lb., 50 lb. & 80 lb.
 - ✓ Boxes 50 lb. & 100 lb.
 - ✓ Drum 100 lb.
- 10 lb. & 25 lb. bags available

Comparison of Melting Points

Urea Potassium Chloride Sodium Chloride (Rock Salt) **Excel**



Quickly penetrates through frozen surfaces to undercut the ice.

CLEANERS-DEGREASERS-DEODORANTS-DISINFECTANTS
HERBICIDES-INSECTICIDES-JANITORIAL ITEMS
PAPER GOODS-SNOW AND ICE MELTERS



www.nu-lifelabs.com

NU-LIFE LABS INC.

P.O. BOX 15793
LENEXA, KS 66285

Scott Zavelo

CELL 816-289-1500

BUS 913-649-2625

FAX 913-764-1254

TOLL FREE 888-901-2625

scottz@nu-lifelabs.com

- Knowledgeable Customer Service
- UPC Coded Packaging
- Wide Variety of Products Available

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ON GUARD AGAINST SNOW AND ICE BUILDUP

- RELIABLE
- ECONOMICAL
- EFFECTIVE

SNOW & ICE MELTER

Rock salt is a highly efficient and cost effective product for melting ice and snow. Smaller crystals melt on contact, while larger crystals provide longevity and instant traction.

Fast Acting

Creates the desired reaction to initiate quick de-icing and meltdown.

Safer to Handle

Easy to use. No protective clothing necessary.

Environmentally Formulated

Nature's own ingredients are combined to preserve vegetation and plant life.*

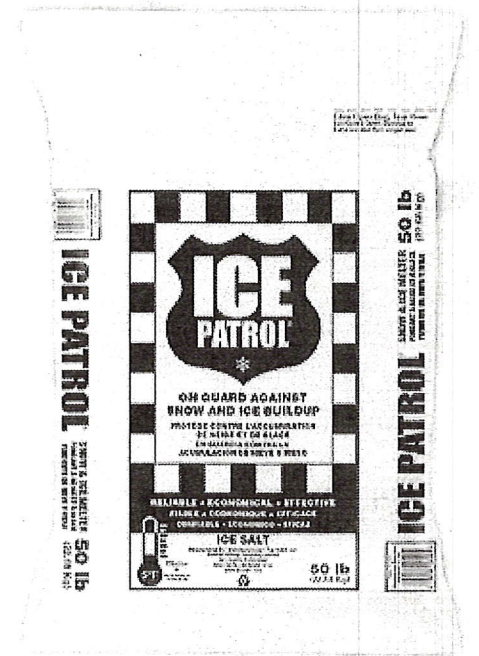
Less Damage to Concrete

Reduced damage to concrete makes this one of the safest ice melters.*

Non-Tracking

Will not harm carpets and floors. Will not damage leather or footwear.*

*When used as directed



CONTAINS SODIUM CHLORIDE (ROCK SALT)

CLEANERS-DEGREASERS-DEODORANTS-DISINFECTANTS
HERBICIDES-INSECTICIDES-JANITORIAL ITEMS
PAPER GOODS-SNOW AND ICE MELTERS

www.nu-lifelabs.com



NU-LIFE LABS INC.

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scottz@nu-lifelabs.com

BUS 913-649-2625

FAX 913-764-1254

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HIGH PERFORMANCE

BLUE MELTER

FAST ACTING DOWN TO -15°F

3-WAY

Nu-life Labs Inc.
P.O. Box 15793
Lenexa, KS 66285
913-649-2625 or 888-901-2625
913-764-1254 Fax
www.nu-lifelabs.com

- Easy-to-see "BLUE" crystals for consistent and even applications
- Safe on streets, driveways, sidewalks, steps and the environment*
- Contains corrosion inhibitors and anti-caking agent

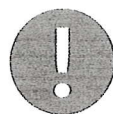
DIRECTIONS FOR USE

For best results, apply at the rate of 2 - 4oz. (1/4 - 1/2 cup) per square yard evenly over surface areas to be treated. If applying after a large accumulation, it is best to plow or shovel first, then apply the ice melt product. This product may be applied prior to or during accumulation. Remove slush and water to prevent penetration of porous areas and cracks in the concrete, as continual thawing and freezing action can cause damage to poor quality concrete. To avoid potential damage to vegetation, keep product away from vegetation and do not over apply. Variable weather conditions such as temperature, depth of snow, wetness of snow, and ice content, may vary the recommended application amount.

PRECAUTIONS

BLUE MELTER 3-WAY when used as directed will not cause harm to properly mixed (air-entrained concrete), poured, finished and cured concrete as specified by the Portland Cement Association. The severity of weather, the age, quality and curing of concrete can all increase the potential for surface damage. Avoid use of this or any ice melt product on brick, masonry, stone, unsealed asphalt, precast concrete, concrete with exposed aggregate and concrete less than one year old. If unsure of the quality of surface, consult a concrete professional. BLUE MELTER 3-WAY will not chemically attack concrete, but natural freeze/thaw cycles, and freeze/thaw cycles caused by the use of a deicing material, can cause damage to poor quality concrete. The potential for surface damage can be decreased by sealing surfaces prior to the use of a deicing material and by the removal of all water and slush resulting from the deicing process. Damage to vegetation and lawns may occur from the use of all deicing materials when applied directly on or very close to the vegetation. Vegetation damage is more likely when deicing products are over-applied. To avoid over application, correct application rates should be used when using this or any other ice melting material.

Developed using the same technology as ICE MELTER 3-WAY, BLUE MELTER 3-WAY is a visibility enhanced de-icing product that contains calcium chloride, sodium chloride and potassium chloride. Formulated with the power of calcium chloride, BLUE MELTER 3-WAY has the ability to break the bond that forms between ice and paved surfaces, by quickly boring through ice and snow. By using Nu-Life Labs BLUE MELTER 3-WAY you get eutectic qualities that reach maximum performance in an easy-to-see "BLUE" crystal that allows for a consistent and more even applications.



**WARNING - CAUSES EYE IRRITATION
KEEP OUT OF REACH OF CHILDREN
HARMFUL IF SWALLOWED
NOT FOR FOOD OR DRUG USE**

FIRST AID

May cause eye irritation. May be harmful if swallowed. If swallowed, give 1 or 2 glasses of water and call a physician or Poison Control Center immediately. In case of contact, flush with water. For eyes, get medical attention if irritation persists. Keep out of open cuts and open wounds. Not for food or drug use.

DISCLAIMER AND LIMITS OF WARRANTY

Neither Manufacturer nor Seller makes any warranty, express or implied, concerning the use, effects of, or results from the use of this product, other than as indicated on this label. Buyer assumes all responsibility for safety and use not in accordance with directions.

NU-LIFE Laboratories, Inc. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purpose stated on such label only when in accordance with the directions under normal use conditions. Except as specifically stated above, no warranties, whether express or implied, are made with the respect of this product or its use.



COMPONENTS

Potassium Chloride
Sodium Chloride
Calcium Chloride
Magnesium Chloride

CAS NUMBER

007447-40-7
007647-14-5
01C043-52-4
007786-30-3



MANUFACTURED FOR AND DISTRIBUTED BY
NU-LIFE LABORATORIES, INC.

P.O. Box 15793 Lenexa, KS 66285

Product Number: NLBB41450

Net Weight 50 lbs. (22.68 kg.)



106-22 - Calcium Chloride Pellets & Rock Salt

Project Overview

Project Details	
Reference ID	106-22
Project Name	Calcium Chloride Pellets & Rock Salt
Project Owner	Keith Allen
Project Type	ITB
Department	Various Departments
Budget	\$0.00 - \$0.00
Project Description	Jackson County, Missouri is seeking bids for the furnishing of Calcium Chloride Pellets & Rock Salt for use by various Jackson County, MO Departments on a Twelve (12) Month Contract with a Twelve (12) Month Option to Extend.
Open Date	Oct 28, 2022 10:00 AM CDT
Intent to Bid Due	Nov 22, 2022 1:30 PM CST
Close Date	Nov 22, 2022 2:00 PM CST

Highest Scoring Supplier	Score
Nu-Life Labs Inc	89 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Addenda	Nov 22, 2022 3:30 PM CST	Keith Allen
Affidavit	Nov 22, 2022 3:30 PM CST	Keith Allen
Certificate of Compliance	Nov 22, 2022 3:30 PM CST	Keith Allen
Exhibit F - Bidder's Exceptions	Nov 22, 2022 3:30 PM CST	Keith Allen
Greater Kansas City Metro Area Memo	Nov 22, 2022 3:30 PM CST	Keith Allen
Statement of Contractor's Qualifications	Nov 22, 2022 3:30 PM CST	Keith Allen
Term and Supply Contract Page	Nov 22, 2022 3:30 PM CST	Keith Allen
Attachment 1 - Bidder's Quotation Sheet	Nov 22, 2022 3:30 PM CST	Keith Allen



106-22 - Calcium Chloride Pellets & Rock Salt Scoring Summary

Active Submissions

	Total	A - Forms	A-1 - Affidavit	A-2 - Addenda	A-3 - Certificate of Compliance
Supplier	/ 100 pts	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail
Nu-Life Labs Inc	89	0	Pass	Pass	Pass
Van Diest Supply Company	84	0	Pass	Pass	Pass

Eliminated Submissions

	A - Forms	A-1 - Affidavit	A-2 - Addenda	A-3 - Certificate of Compliance	A-4 - Exhibit F - Bidder's Exceptions
Supplier	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Snow Joe, LLC	0	Pass	Pass	Pass	Pass



A-4 - Exhibit F - Bidder's Exceptions	A-5 - Term and Supply Contract Page	A-6 - Statement of Contractor's Qualifications	A-7 - Greater KC Metro Area Memo	A-8 - Attachment 1 - Bidder's Quotation Sheet
Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Pass	Pass	Pass	Pass	Pass
Pass	Pass	Pass	Pass	Pass

A-5 - Term and Supply Contract Page	A-6 - Statement of Contractor's Qualifications	A-7 - Greater KC Metro Area Memo	A-8 - Attachment 1 - Bidder's Quotation Sheet	B - Pricing
Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
Pass	Pass	Fail	Pass	-



B - Pricing	B-1 - Attachment 1 - Bidder's Quotation Sheet	B-2 - Exhibit F - Exceptions	B-3 - Statement of Contractor's Qualifications
/ 100 pts	/ 50 pts	/ 15 pts	/ 35 pts
89	45	14	30
84	42.67	11.67	29.67

B-1 - Attachment 1 - Bidder's Quotation Sheet	B-2 - Exhibit F - Exceptions	B-3 - Statement of Contractor's Qualifications
/ 50 pts	/ 15 pts	/ 35 pts
-	-	-

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Program Agreement with the Missouri Department of Health and Senior Services for a tracking program for statistical reporting of opioid and violent deaths, for a fee payable to the County.

RESOLUTION NO. 21140, January 9, 2023

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Medical Examiner's Office desires to continue to participate in the tracking program sponsored by the Missouri Department of Health and Senior Services for statistical reporting of opioid and violent deaths; and,

WHEREAS, the office's participation in this program was originally authorized by Resolution 19490, dated May 22, 2017, and has been reauthorized since then; and,

WHEREAS, under the proposed Agreement, the County will be reimbursed for providing reports of opioid and violent deaths through August 31, 2023, in an amount not to exceed \$32,500.00; and,

WHEREAS, the attached Program Agreement sets out the rights and obligations of each party participating in the program; and,

WHEREAS, execution of the attached Program Agreement with the Missouri Department of Health and Senior Services is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

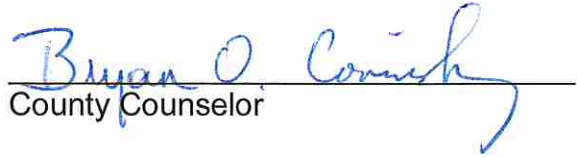
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Program Services Agreement with the Missouri Department of Health and Senior Services.

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. 21140 of January 9, 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



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Paula F. Nickelson
Acting Director



Michael L. Parson
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization; and
3. Return the contract to:

Bureau of Procurement Services
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Bureau of Procurement Services at (573) 751-6471 or via email at Procurement@health.mo.gov if you have any questions regarding this letter.

Enclosure

HEALTHY MISSOURIANS FOR LIFE

The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking # 52428	Contract Title: VIOLENT DEATH AND OVERDOSE DEATH SURVEILLANCE	
Contract Start: 9/1/2022	Contract End: 8/31/2023	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:	Amend #: 00	

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) JACKSON COUNTY MEDICAL EXAMINER		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS 950 EAST 21ST STREET		
CITY, STATE, and ZIP CODE KANSAS CITY MO 64108		
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		
CONTACT PERSON	EMAIL ADDRESS	
PHONE NUMBER	FAX NUMBER	
TAXPAYER ID NUMBER (TIN) *****0524	UEI NUMBER:	DUNS NUMBER 073134868
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE	
PRINTED NAME	TITLE	
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE	

**VIOLENT DEATH AND DRUG OVERDOSE DEATH SURVEILLANCE
JACKSON COUNTY MEDICAL EXAMINER**

1. GENERAL

- 1.1 The contract amount shall not exceed \$32,500.00 for the period of September 1, 2022 through August 31, 2023.
- 1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.3.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>.
 - 1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.3.3 Taxes (e.g., city/county/state/federal)
 - 1.3.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.3.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.4 If the Contractor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the Contractor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.
- 1.5 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Violent Death and Overdose Death Surveillance
Program Contact: Cassady Palmer
Address: P.O. Box 570, Jefferson City, MO 65102-0570
Phone: 573-751-6416
Email: Cassady.Palmer@health.mo.gov

**VIOLENT DEATH AND DRUG OVERDOSE DEATH SURVEILLANCE
JACKSON COUNTY MEDICAL EXAMINER**

2. PURPOSE

- 2.1 The National Violent Death Reporting System (NVDRS), funded by the Centers for Disease Control and Prevention (CDC), provides states and communities with a clearer understanding of violent deaths to guide local decisions about efforts to prevent violence and track progress over time. NVDRS is the only state-based surveillance (reporting) system that pools data on violent deaths from multiple sources into a usable, anonymous database. With the expansion of the NVDRS project nationwide, a total of 50 states are currently part of the CDC NVDRS project in the United States. More details on the NVDRS project can be accessed at the following link:
<http://www.cdc.gov/violenceprevention/nvdrs/>.
- 2.2 The Overdose Data to Action (OD2A) grant funded by CDC, continues surveillance efforts of opioid overdose started with the Enhanced State Opioid Overdose Surveillance (ESOOS) grant. OD2A surveillance data will be used to assist both national and local stakeholders to respond more quickly to changes in opioid abuse patterns. It is anticipated that all 50 states and Washington D.C. will be funded through this grant opportunity. More details on the grant can be accessed at the following link:
<https://www.cdc.gov/drugoverdose/foa/state-opioid-mm.html>
- 2.3 The Missouri Department of Health and Senior Services received the NVDRS grant in September 2016, and the OD2A grant in August 2019. The NVDRS grant is housed in the Office of Epidemiology (OOE). The state of Missouri is implementing the NVDRS grant under the name “Missouri Violent Death Reporting System” (MOVDRS). The mortality surveillance component of the OD2A grant is housed in the Bureau of Health Care Analysis and Data Dissemination (BHCADD). Both OOE and BHCADD are within Section of Epidemiology for Public Health Practice, Division of Community and Public Health (DCPH).
- 2.4 MOVDRS and OD2A collect information from four major sources about the same incident and pool information into a usable, anonymous database. An incident can include one victim, or multiple victims. The four major data sources are:
- 2.4.1 Death certificates;
 - 2.4.2 Coroner/Medical Examiner (C/ME) reports;
 - 2.4.3 Law enforcement reports (MOVDRS only); and
 - 2.4.4 Toxicology reports

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2.5 To avoid the Contractor needing to fill multiple record requests from various DHSS programs, MOVDRS and OD2A staff may share information provided by the Contractor with other internal DHSS programs. Records of such data sharing can be provided to the Contractor upon request.

3. DEFINITIONS

3.1 Violent deaths: defined as a death resulting from the intentional use of physical force or power (e.g. threats or intimidation) against oneself, another person, or against a group or community. This includes all homicides, suicides, and deaths occurring when law enforcement exerts deadly force in the line of duty.

3.2 Other violent deaths: defined as unintentional firearm injury deaths (i.e. incidents in which the person causing the injury did not intend to discharge the firearm) and on deaths where the intent cannot be determined, referred to as undetermined deaths. Although these deaths are not considered violent deaths by the above definition, information is collected on these types of death because some of these deaths may have been violent.

3.3 Violent deaths include deaths coded on the death certificate as a suicide (ICD-10 X60-X84, Y87.0), a homicide (ICD-10 X85-Y09, Y87.1), a death of undetermined intent (ICD-10 Y10-Y34, Y87.2), a death from legal intervention (ICD-10 Y35.0-Y35.4, Y35.6-Y35.7, Y89.0), a death related to terrorism (ICD-10 U01-U03), an "accidental" death from a firearm (ICD-10 W32- W34, and those cases coded to Y86 where a firearm is the source of injury) and those cases coded to Y89. 9, where the death is later determined to be due to violence or unintentional firearm injury. Note that the defining code ranges explicitly include the sequelae or "late effects" of violent injuries, and other codes may be selected for inclusion by the CDC at a later date. The contractor shall be notified of such changes within 30 days of any such CDC decision.

3.3.1 Unintentional and undetermined drug overdose deaths are identified on the death certificate using the underlying cause-of-death ICD-10 codes, X40–44 (unintentional) or Y10–Y14 (undetermined intent).

3.4 Suspected Opioid Overdose: Opioids can be suspected as a contributing cause of death based on scene evidence (e.g. presence of drugs and/or drug paraphernalia, witness testimony) and/or clinical symptoms consistent with the opioid toxidrome (i.e., pinpoint pupils, altered mental status, respiratory depression) and/or pathology/autopsy findings consistent with an opioid overdose (i.e., presence of a "foam cone," pulmonary edema), and/or confirmatory/quantitative testing for opioids is indicated.

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3.5 Toxicology testing should provide testing of typical postmortem submissions (e.g. blood and urine) for volatiles, over-the-counter, prescription, and illicit drugs.

3.5.1 The most basic toxicology drug screen that can be reimbursed must include:

- a. Immunoassay screen to include amphetamines, benzodiazepines, cocaine metabolites, fentanyl, methadone metabolite (EDDP) and opioids (including oxycodone/oxymorphone) and;
- b. Drug identification and quantification of: amphetamine, methamphetamine, Alprazolam, Clonazepam, Diazepam, Nordiazepam, Oxazepam, Temazepam, Lorazepam, Cocaine, Cocaethylene, Benzoylcegonine, Fentanyl, Codeine, Hydrocodone, Hydromorphone, Morphine, Oxycodone, Oxymorphone, 6-Acetylmorphine

3.5.2 Enhanced toxicology testing is more comprehensive and must include:

- a. Immunoassay screen to include amphetamines, benzodiazepines, cocaine metabolite, fentanyl, methadone metabolite (EDDP) and opioids (including oxycodone/oxymorphone) and;
- b. Comprehensive chromatographic-based screen and confirmatory analysis of common over-the-counter, prescription/therapeutic and illicit drugs; for example –antidepressants, antihistamines, antipsychotics, hallucinogens, sedatives, and stimulants and;
- c. Fentanyl and fentanyl analog testing to include relevant analogs common to the region and;
- d. Drug quantification of all toxicological-relevant drugs.

3.5.3 Enhanced toxicology testing can be complemented with additional testing for fentanyl analogs, other synthetic opioids, and analog precursor molecules such as 4-ANPP.

- a. Fentanyl analogs that could be tested for include, but are not limited to: Acetyl Fentanyl, Acrylfentanyl, Butyryl Fentanyl, Carfentanil, ortho-Fluorofentanyl, para-Fluorobutyryl Fentanyl/FIBF, para Fluorofentanyl, Furanyl Fentanyl, Isobutyryl Fentanyl, 4-Methoxybutyrylfentanyl, 4-Methylphenethyl Acetyl Fentanyl, 3-Methylfentanyl, Beta-hydroxythiofentanyl, Valeryl Fentanyl.

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- b. Other synthetic opioids that could be tested for include, but are not limited to:
AH-7921, MT-45, U-47700, U-49900, U-50488.

4. DELIVERABLES AND OUTCOMES

- 4.1 The Contractor shall provide C/ME reports for violent or drug overdose-related deaths, as defined above, occurring on or after January 1, 2016, as requested by DHSS staff.
 - 4.1.1 The Contractor shall provide copies of the final C/ME reports including toxicology reports to the DHSS for data abstraction meant for inclusion in the MOVDRS system(s) within 90 business days after receipt of a monthly death query notification from the DHSS.
 - 4.1.2 The Contractor shall provide preliminary copies of C/ME reports to the DHSS for data abstraction meant for inclusion in the OD2A system within 30 business days after receipt of a monthly death query notification from DHSS.
- 4.2 DHSS staff will review submitted C/ME reports for completeness, and will contact the Contractor within 30 days of receipt if the case is not deemed to be complete. A complete C/ME report will contain information pertaining to:
 - 4.2.1 Cause of Death;
 - 4.2.2 Manner of Death;
 - 4.2.3 Mechanism of Death;
 - 4.2.4 Circumstances of Death.
- 4.3 In the event that a case is considered incomplete, DHSS staff will inform the Contractor. The Contractor and DHSS staff will work together to determine whether the incomplete status can be remedied, and establish an appropriate time frame for doing so, on a case-by-case basis.
- 4.4 The Contractor shall submit toxicology reports to DHSS within 30 days from the date the Contractor receives the finalized report from the toxicology testing laboratory.
- 4.5 Data elements to be abstracted by the Department from Contractor-submitted C/ME reports will include, but are not limited to:

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- 4.5.1 Cause of Death;
- 4.5.2 Manner of Death;
- 4.5.3 Mechanism of Death;
- 4.5.4 Circumstances of Death.

- 4.6 The Contractor shall provide copies of invoices received for toxicology testing and/or some other form of financial documentation outlining costs associated with opioid-suspected deaths, as defined above, as requested by DHSS staff.

- 4.7 DHSS staff will review submitted toxicology reports for completeness, and will contact the Contractor within 30 days of receipt if the case is not deemed complete. A complete C/ME report will contain information pertaining to:
 - 4.7.1 Documentation showing cost of toxicology testing;
 - 4.7.2 Toxicology findings;
 - 4.7.3 In cases where the Contractor is seeking reimbursement for toxicology screening where no opioids were present, the Contractor must provide additional documentation to explain why the death was considered to be suspected of opioid overdose.

- 4.8 In the event that a toxicology report is considered incomplete or not related to an opioid-suspected death, DHSS staff will inform the Contractor. The Contractor and DHSS staff will work together to determine whether the incomplete status can be remedied, and establish an appropriate time frame for doing so, on a case-by-case basis.

5. BUDGET AND ALLOWABLE COSTS

- 5.1 The Department will pay the Contractor a firm, fixed price of \$30 for each submitted complete MOVDRS case and upon approval of all required reports and invoices. The total amount for all MOVDRS cases shall not exceed \$7,500.00.

- 5.2 The Department will pay the Contractor a firm, fixed price of \$30 for each submitted complete OD2A case and upon approval of all required reports and invoices. The total amount for all OD2A cases shall not exceed \$7,500.00

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5.3 The Department will pay the Contractor the cost associated for each submitted opioid-suspected comprehensive toxicology test upon approval of all required reports and invoices. The total amount for all OD2A toxicology reimbursement shall not exceed \$17,500.00.

5.4 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

6. INVOICING AND PAYMENT

6.1 The Contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYs.mo.gov>.

6.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

6.3 The Contractor shall submit invoices monthly. Invoices shall be due within 60 days following the final day of the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

6.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

6.5 The Contractor shall submit invoices to:
Missouri Department of Health and Senior Services
Division of Community and Public Health
Office of Epidemiology
P.O. Box 570
Jefferson City, MO 65102-0570

6.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

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- 6.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 6.8 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 6.9 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 6.9.1 For payment by check, the Contractor shall issue a check made payable to “DHSS-DA-Fee Receipts” and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

- 6.10 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.
- 6.11 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

7. AMENDMENTS

- 7.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

8. RENEWALS

- 8.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

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9. MONITORING

- 9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

- 10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- 10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

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- 11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 11.2 The Contractor shall comply with provisions of Attachment B, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

12. LIABILITY

- 12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not

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intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

13.2 In accordance with the “Steven’s Amendment” in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

13.4 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

13.5 The Department limits the requirements of number 10 of the Department’s Terms and Conditions to the extent permitted by law and without waiving sovereign immunity.

14. AUTHORIZED PERSONNEL

14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

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- 14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” [http://revisor.mo.gov/main/OneSection.aspx?section=285.530&bid=15000&hl=\)](http://revisor.mo.gov/main/OneSection.aspx?section=285.530&bid=15000&hl=)) the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
- 14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

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- 14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 14.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. TERMINATION

- 15.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
 - 15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 15.1.2 A change in federal or state law relevant to this contract occurs; or
 - 15.1.3 A material change of the parties to the contract occurs; or
 - 15.1.4 By request of the Contractor.
- 15.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
 - 15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a 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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 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 31 U.S.C. § 1352. 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.

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

1. BUSINESS ASSOCIATE PROVISIONS:

- 1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
- 1.1.1 The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
- a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
 - c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
 - d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.
 - e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C.

1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

- k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
- l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
- m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

1.1.2 The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

1.1.3 The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

1.1.4 The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

1.2.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

1.2.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

1.2.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

1.2.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information, if necessary, for the proper management and administration of the contractor's business.

1.2.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.2.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

- 1.2.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.
- 1.2.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.
- 1.3 Obligations and Activities of the Contractor:
- 1.3.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- 1.3.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 1.3.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

- 1.3.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- 1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 1.3.8 At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 1.3.9 The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 1.3.10 The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 1.3.11 The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 1.3.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
 - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- 1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 1.3.15 If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
- 1.3.16 The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
- 1.4 Obligations of the State Agency:
- 1.4.1 The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- 1.4.2 The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 1.4.3 The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- 1.4.4 The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

- 1.5 **Expiration/Termination/Cancellation** - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- 1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.
- 1.6 **Breach of Contract** – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Violent Death and Overdose Death Surveillance and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor’s name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative’s Name (Please Print)

Authorized Business Entity Representative’s Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.



CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	52428	State: 0%	\$0.00	Federal: 100%	\$32,500.00
Contract Title:	VIOLENT DEATH AND OVERDOSE DEATH SURVEILLANCE				
Contract Start:	9/1/2022	Contract End:	8/31/2023	Amend#:	00
Vendor Name:	JACKSON COUNTY MEDICAL EXAMINER				

CFDA: N/A **Research and Development:** *

CFDA Name: *

Federal Agency: *

Federal Award: *

Federal Award Name: *

Federal Award Year: * **DHSS #:** ZZZ-PENDING FOA **Federal Obligation:** \$32,500.00

* The Department will provide this information when it becomes available.

Project Description:

The purpose of this project is to collect coroner and medical examiner reports from contracted data providers, which will be abstracted into an anonymous web-based system. The aggregate data will be used to develop and target violence and opioid overdose interventions at local, county, and statewide levels.

Request for Legislative Action

Res. #21140
Sponsor: Charlie Franklin
Date: January 9, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21140
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	1/9/2023

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing the cooperative agreement through 8/31/2023 with the Missouri Department of Health and Senior Services to receive grant funds payable to Jackson County.

Request Summary
The JCMEO is requesting resolution to authorize a cooperative agreement with the Department of Health and Senior Services through August 31, 2023, to receive grant money for statistical reporting of Opioid and Violent Deaths within the Jackson County Medical Examiners authority. Compensation payable to Jackson County, not to exceed \$32,500.

Contact Information			
Department:	Medical Examiner	Submitted Date:	12/13/2022
Name:	Lindsey J. Haldiman, D.O.	Email:	LHaldiman@jacksongov.org
Title:	Interim Chief Medical Examiner	Phone:	816-881-6608

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

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:

Request for Legislative Action

Prior Resolution	
Resolution:	Resolution date:
20150	April 29, 2019
19490	May 22, 2017

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: Lindsey J. Haldiman, D.O. on 12/13/2022. Comments:

Approved by Department Approver Lindsey Haldiman on 12/13/2022 1:34:17 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 12/13/2022 3:16:22 PM.
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 12/14/2022 10:22:37 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 12/14/2022 10:30:49 AM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 12/16/2022 10:42:29 AM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 1/5/2023 11:00:00 AM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute Amendment No. 1 to the Memorandum of Understanding with the Missouri Department of Conservation relating to the maintenance of certain areas within the County's park system, at no cost to the County.

RESOLUTION NO. 21141, January 9, 2023

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, by Resolution 19425, dated March 20, 2017, the County did enter into a Memorandum of Understanding (MOU) with the Missouri Department of Conversation concerning maintenance of the Blue River Glade and Blue Springs Lake Glade within the County park system.

WHEREAS, the Director of Parks + Rec now recommends the execution of Amendment No. 1 to this MOU to further define the maintenance responsibilities within the two park areas; and,

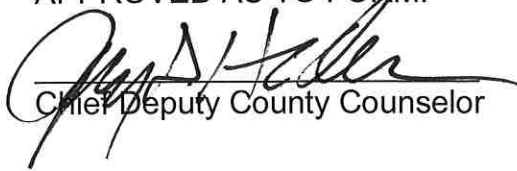
WHEREAS, the proposed amendment to the MOU is consistent with Parks + Rec Department goals to eradicate invasive plant species and improve native habitats; and,

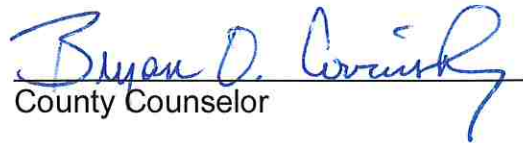
WHEREAS, the execution of the attached amendment to the MOU is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached First Amendment to the Memorandum of Understanding with the Missouri Department of Conservation, at no cost to the County.

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. 21141 of January 9, 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

AMENDMENT NO. 1 TO
MEMORANDUM OF UNDERSTANDING (MOU) NO. 5297
BY AND BETWEEN
THE MISSOURI DEPARTMENT OF CONSERVATION
(DEPARTMENT)
AND
COUNTY OF JACKSON, PARKS + REC
(PARTNER)

NAME OF PROJECT: Management of Blue River Glades Natural Area and Blue Springs Lake Glade

A. PURPOSE: Department and Partner hereby amend MOU No. 5297, originally entered on March 29, 2017, as described below. All other terms and conditions of this Agreement shall remain in effect.

B. AMENDMENTS:

1. Partner Deliverables is amended by Partner will assuming the leadership role in the management of Blue River Glades Natural Area and at the glade community at Blue Springs Lake. Partner shall perform the following management activities:
 - a. Oversee construction of fire lines.
 - b. Schedule burn dates
 - c. Contact authorities prior to conducting burns.
 - d. Assemble crews and equipment for burns.
 - e. Oversee any mop-up/post-burn work.
 - f. Assemble crews and equipment and oversee organized workdays to eliminate exotic invasive species and woody succession.
2. Department Deliverables is amended by Department will provide support to Partner for management activities. Department shall perform the following support activities:
 - a. Provide a burn plan for Blue River Glades Natural Area and Blue Springs Lake Glade
 - b. Provide 1-3 trained crew members for prescribed burn teams.
3. Parties and Contacts is amended by Chris Cain replacing Debra Burns and Kelly English as Department's point of contact.

Chris Cain, Urban Wildlife Biologist
Regional Resource Management
Anita B Gorman Discover Center
4750 Troost Ave., Kansas City, MO 64110
816-655-6263 x1331
Christopher.Cain@mdc.mo.gov

APPROVAL:

MISSOURI DEPARTMENT OF CONSERVATION

John Tuttle, Assistant Deputy Director
Regional Resource Management Branch

(Date)

COUNTY OF JACKSON

Frank White, Jr.

Jackson County Executive

(Date)

APPROVED AS TO FORM:

By: _____
County Counselor

Request for Legislative Action

Res. #21141
Sponsor: Charlie Franklin
Date: January 9, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21141
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	1/9/2023

Introduction
Action Items: ['Authorize']
Project/Title:
A Resolution authorizing the County Executive to execute an Amendment to an existing Memorandum of Understanding with the Missouri Department of Conservation for management of natural areas within the Jackson County Parks System.

Request Summary
On March 20, 2017, Jackson County entered into an agreement with the Missouri Department of Conservation (MDC) outlining responsibilities for maintenance and management of two natural areas within the Jackson County Parks System. The parties now wish to modify this agreement, through the First Amendment to the Memorandum of Understanding, to further outline responsibilities, including the designation of Jackson County Parks + Rec as the lead agency responsibility for management activities, and MDC as the support agency for management activities. There is no direct cost to the County to approve the Amendment.

Contact Information			
Department:	Parks + Rec	Submitted Date:	12/21/2022
Name:	Kay Norris	Email:	knorris@jacksongov.org
Title:	Administrative Assistant, Park Operations	Phone:	816-503-4824

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:
19425	March 20, 2017

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: Kay Norris on 12/21/2022. Comments:

Approved by Department Approver Michele Newman on 12/29/2022 9:52:47 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 12/29/2022 10:27:18 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 12/29/2022 10:32:24 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 12/29/2022 10:51:28 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 12/29/2022 2:13:23 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 1/5/2023 11:00:42 AM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of information technology project management services in support of the Workday implementation project for use by various County departments and the 16th Judicial Circuit Court, to Remy Corporation of Denver, CO, under the terms and conditions of State of Oklahoma Contract No. SW1025, an existing, competitively-bid government contract.

RESOLUTION NO. 21142, January 9, 2023

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, by Resolution 21036, dated September 12, 2022, the County did award a ten-year contract for the furnishing of the Workday software system to meet the County's needs for software to process the County's day-to-day business activities, including accounting, procurement, budgeting, payroll, human resources management, and other critical County functions, at a total ten-year cost of \$13,848,355.52; and,

WHEREAS, the Information Technology Department does not have adequate professional staffing to properly manage implementation of a project of this size and scope and so has a need for project management services for the project; and,

WHEREAS, the State of Oklahoma's competitively bid contract with Remy Corporation of Denver, CO, offers Workday project management services for organizations similar in size and type to Jackson County, at rates the County would not likely be able to obtain with its own bid; and,

WHEREAS, the using County departments all recommend taking advantage of this State of Oklahoma contract; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of information technology project management services to Remy Corporation of Denver, CO, under the terms and conditions of State of Oklahoma Contract SW1025, an existing, competitively-bid government contract; and,

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

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

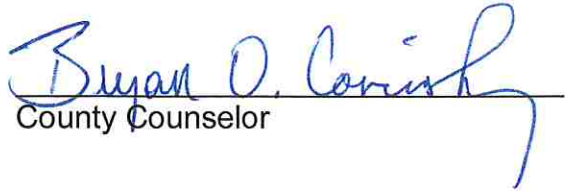
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, subject to the availability of funding in the then current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21142 of January 9, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____


Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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



Date



Chief Administrative Officer

Request for Legislative Action

Res. #21142
Sponsor: Charlie Franklin
Date: January 9, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21142
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	1/9/2023

Introduction
Action Items: ['Award']
Project/Title:
A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of IT professional services in support of the Workday implementation project for use by the IT, Finance, Human Resources Departments and the 16th Circuit Court to Remy Corporation of Denver, CO under the terms and conditions of the State of Oklahoma contract, SW1025 IT Staff Augmentation Services, an existing government contract.

Request Summary
<p>Pursuant to Jackson County MO Code, Chapter 10, Section 1030.4, the Information Technology Department requests the execution of a term and supply contract for Professional IT services for the county-wide Workday implementation project. We recommend the contract be executed with Remy Corporation of Denver CO subject to their fixed price contract with the State of Oklahoma, SW1025 IT Staff Augmentation Services.</p> <p>Remy Corporation is a certified Workday Application Management Services provider and has experience with the Workday Launch implementation methodology with organizations of our size and type. The State of Oklahoma contract, SWI 025 IT Staff Augmentation Services, is a competitively bid state-wide contract established by the Oklahoma Office of Management & Enterprise Services. This contract allows us the benefit of acquiring specialized IT services that have been competitively bid with the benefit of the purchasing power of the State of Oklahoma. Attached :</p> <p>Jackson County Request for Response Jackson County high level Workday implementation timeline Jackson County Workday subscription list Remy Corp. proposal State of Oklahoma contract, SWI 025 IT Staff Augmentation Services. Estimated annual usage will be \$300,000.00.</p>

Contact Information			
Department:	Information Technology	Submitted Date:	12/29/2022
Name:	Michael G. Ohlson-Dicus	Email:	MGOhlson-dicus@jacksongov.org
Title:	Office Administrator	Phone:	816-881-3151

Request for Legislative Action

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

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
21036	September 12, 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	
In Compliance	
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	

Request for Legislative Action

Fiscal Information

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

Request for Legislative Action

Submitted by Information Technology requestor: Michael G. Ohlson-Dicus on 12/29/2022. Comments:

Approved by Department Approver Michael S. Erickson on 12/29/2022 10:27:26 AM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 12/29/2022 11:10:22 AM. Comments: Need Estimated Annual Usage at the end of Request Summary

Submitted by Requestor Michael G. Ohlson-Dicus on 12/29/2022 11:21:37 AM. Comments:

Approved by Department Approver Michael S. Erickson on 12/29/2022 11:26:04 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 12/29/2022 11:41:25 AM. Comments:

Returned for more information by Compliance Office Approver Jaime Guillen on 12/29/2022 3:27:33 PM. Comments: Vendor is not in compliance, additional information is needed in order to issue Certificate of Compliance.

Submitted by Requestor Michael G. Ohlson-Dicus on 12/29/2022 4:23:08 PM. Comments: Compliance application has been completed.

Approved by Department Approver Michael S. Erickson on 12/29/2022 4:28:21 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 12/30/2022 8:34:31 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 12/30/2022 9:21:10 AM. Comments: 2023 Certificate of Compliance was issued.

Approved by Budget Office Approver Mark Lang on 1/3/2023 10:18:43 AM. Comments: No fiscal note required for a T&S contract.

Approved by Executive Office Approver Sylvania Stevenson on 1/3/2023 1:44:42 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 1/5/2023 11:13:18 AM. Comments:



Department of
INFORMATION TECHNOLOGY

Jackson County, Missouri – 415 E. 12th Street, Room G-8, Kansas City, MO 64106
816-881-3151-Phone 816-881-3949-Fax

MEMORANDUM

TO: BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS

A handwritten signature in blue ink, appearing to be "ME", is written over the name "MICHAEL ERICKSON".

DATE: DECEMBER 23, 2022

SUBJECT: REQUEST APPROVAL FOR REMY CORPORATION AS A TERM AND SUPPLY VENDOR

Pursuant to Jackson County MO Code, Chapter 10, Section 1030.4, the Information Technology Department requests the execution of a term and supply contract for Professional IT services for the county-wide Workday implementation project. We recommend the contract be executed with Remy Corporation of Denver CO subject to their fixed price contract with the State of Oklahoma, SW1025 IT Staff Augmentation Services.

Remy Corporation is a certified Workday Application Management Services provider and has experience with the Workday Launch implementation methodology with organizations of our size and type. The State of Oklahoma contract, SW1025 IT Staff Augmentation Services, is a competitively bid state-wide contract established by the Oklahoma Office of Management & Enterprise Services. This contract allows us the benefit of acquiring specialized IT services that have been competitively bid with the benefit of the purchasing power of the State of Oklahoma.

Attached:

Jackson County Request for Response

Jackson County high level Workday implementation timeline

Jackson County Workday subscription list

Remy Corp. proposal

State of Oklahoma contract, SW1025 IT Staff Augmentation Services.



Department of
INFORMATION TECHNOLOGY

Jackson County, Missouri – 415 E. 12th Street, Room G-8, Kansas City, MO 64106
816-881-3151-Phone 816-881-3949-Fax

MEMORANDUM

TO: REMY CORPORATION

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS

A handwritten signature in blue ink, appearing to be "ME", is written over the name "MICHAEL ERICKSON".

DATE: DECEMBER 15, 2022

SUBJECT: TERM AND SUPPLY CONTRACT WITH THE STATE OF OKLAHOMA

Pursuant to Jackson County MO Code, Chapter 10, Section 1030.4, we would like to establish a term and supply contract for professional services subject to your fixed price contract with the State of Oklahoma, SW1025 IT Staff Augmentation Services.

We currently require the need of a client-side project manager for our Workday HCM and Fin enterprise implementation. On Sept. 8, 2022, Jackson County MO executed a contract for the purchase of Workday SaaS under a partnership and contract with Precision Task Group of Houston, TX. PTG is also providing staff augmentation of subject matter expertise to support our client-side team. Workday has set our reservation date for Feb. 6, 2023. Our first set of Customer Information Workbooks will be submitted Jan. 16, 2023. Attached is a list of our Workday subscription modules and our baseline FSE count and the current implementation project timeline.

The client-side team consists of:

1. Jackson County MO IT Department
2. Jackson County MO Finance Department
3. Jackson County MO Human Resources Department
4. MO 16th Circuit Court IT Department
5. MO 16th Circuit Court Finance Department
6. MO 16th Circuit Court Human Resources Department
7. PTG subject matter experts Workday HCM
8. PTG subject matter experts Workday Fin
9. PTG subject matter experts Workday Data Conversion

Primary duties of external Client-side Project Manager

- Co-owns Project Plan along with County and PTG PMO
- Manages Customer resources as needed
- Manages issues and decision logs. Escalates as needed.
- Communicates weekly Project status to Customer Executive Sponsor(s) and Project stakeholders
- Responsible for managing all Customer activities such as change management, employee training, testing, Customer-built integration(s), third party deployments
- Ensure all appropriate resources are available for the project.
- Resolve issues that are impeding the progress of the project.
- Provide overall direction to the Core Team.
- Align processes across all areas of HR and Finance.
- Recommends business design decisions and approaches, including change orders
- Communicates project activities, milestones, and issues to Advisory Committee.

We seek a client-side project manager to help keep the project on task, communicate with stakeholders, and understand the big picture of the entire implementation. Preferably the candidate has experience with Workday Launch implementation methodology particularly in the public sector environment of similar size.

If acceptable, please provide us with a proposal per your fixed price contract with the State of Oklahoma, SW1025 IT Staff Augmentation Services. The proposal should include recommended category and title of project management role necessary for our scale and scope of our implementation, the estimated project management effort anticipated per implementation phase in hours and thus the estimated cost of project management for the total implementation project effort, as well as any potential candidate resume.

Subscription Rights Table

SKU	Service	Pricing Metric	Subscription Rights
CHCM	Core Human Capital Management	FSE*	Full Enterprise
TLO	Talent Optimization	FSE*	Full Enterprise
HLP	Help	FSE*	Full Enterprise
CCB	Cloud Connect for Benefits	FSE*	Full Enterprise
USP**	Payroll for United States	FSE*	United States-based Employees only
LRN	Learning	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
REC	Recruiting	FSE*	Full Enterprise
FIN	Core Financials	FSE*	Full Enterprise
GM	Grants Management	FSE*	Full Enterprise with up to 650 Award-Based Invoices Created during the 12-month period preceding the Annual Reporting Period
PLNF	Financial Planning	FSE*	Full Enterprise
PRA	Prism Analytics	FSE*	Full Enterprise
PRJT	Projects	FSE*	Full Enterprise
TT	Time Tracking	FSE*	Full Enterprise
EXP	Expenses	FSE*	Full Enterprise with up to 2,200 Expense Reports Approved during the 12-month period preceding the Annual Reporting Period
PRO	Procurement	FSE*	Full Enterprise
INV	Inventory	FSE*	Full Enterprise

*For Pricing Metric details see the Full-Service Equivalent (“FSE”) Count Table below.

**Customer agrees that the number of FSE Workers for all Workday Payroll applications and CCTPP will always be equal to the total number of FSE Workers for HCM.

Full-Service Equivalent (“FSE”) Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise	1,620
United States-based employees	1,620

Named Support Contacts Table

Number of Named Support Contacts*	6
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*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.



To: Department of Information Technology
Jackson County, Missouri-415 E. 12th Street, Room G-8, Kansas City, MO 64106
816-881-3151-Phone

FROM: Remy Corporation
Eric Braesch, Workday Practice Director
ebraesch@remycorp.com, 303-570-1019
1610 15th Street, 2nd floor, Denver, CO 80202

DATE: DECEMBER 19, 2022

SUBJECT: Workday Project Manager

Jackson County requires the need of a client-side project manager for their Workday HCM and FIN enterprise implementation.

Primary duties of external Client-side Project Manager

- Co-owns Project Plan along with County and PTG PMO
- Manages Customer resources as needed
- Manages issues and decision logs. Escalates as needed.
- Communicates weekly Project status to Customer Executive Sponsor(s) and Project stakeholders
- Responsible for managing all Customer activities such as change management, employee training, testing, Customer-built integration(s), third party deployments
- Ensure all appropriate resources are available for the project.
- Resolve issues that are impeding the progress of the project.
- Provide overall direction to the Core Team.
- Align processes across all areas of HR and Finance.
- Recommends business design decisions and approaches, including change orders
- Communicates project activities, milestones, and issues to Advisory Committee.

The client-side project manager will keep the project on task, communicate with stakeholders, and understand the big picture of the entire implementation. The candidate will have experience with the Workday Launch implementation methodology particularly in the public sector environment of similar size.

This proposal includes the estimated project management effort anticipated per implementation phase in hours and thus the estimated cost of project management for the total implementation project effort.

A summary of those hours are listed below, and have included a breakdown of hours in the attached Excel spreadsheet. Also included is a breakdown of hours for a Test Lead, if that is something that Jackson County may want to budget for as well.



Remy has identified Kim Dang to perform this role, based on acceptance and award of this proposal. Remy has other candidates that can perform this role if Kim Dang is unable to align with project timeline. Resume attached to this response.

Kim's hourly rate is \$175.00

Project Estimates

Role	Plan	A & C	Test	Deploy	Post Support	Total Hours	Total Cost
Project Manager	185	930	390	185	70	1760	\$ 308,000.00
Test Lead	0	285	140	0	0	425	\$ 74,800.00

Launch for E&G Full Suite High Level Timeline

2022 2023

2024

