



Jackson County Health Department

Feb. 2-9, 2022

COVID-19

Data

More in depth data can be found on the [JACOHD dashboard](#).

JACOHD

- Total Cases – 64,757
- Total Deaths – 698

Totals by Week:

- Cases – 1,326
- Deaths – 17

****Note:** Cases from Independence, MO have been removed from the Jackson County Health Department data dashboard. There has been a delay in data reporting from the state level. Therefore, these data are provisional and are subject to change.

Current Outbreaks

****Outbreaks** are considered concluded after two incubation periods (28 days) since the onset date of the last case of COVID-19, and are thus removed from the list.

Addington Place of Lee's Summit – 44
 Autumn Terrace Health and Rehab – 70
 Cedarhurst of BS – 10
 Cross Creek at LS - 6
 Hidden Lake Care Center – 15
 Ignite Medical Resort BS – 27
 Ignite Medical Resort St. Mary's – 60
 Jackson County Detention Center – 83
 Jefferson Health Care – 14

John Knox Village Assisted Living – 20
 John Knox Village Care Center – 20
 La Petite Academy of LS – 10
 LS Pointe Health & Rehabilitation – 8
 Life Care Center of Grandiview – 44
 Oak Grove Nursing & Rehab – 46
 Village at Carrol Park – 5
 Willow Creek Memory at LS – 9
 Wilshire at Lakewood Care Center – 63

JACOHD/Jackson County Vaccine Data

****Jackson County vaccine data** can be found [here](#).

JACOHD

- Total doses administered – 87,362

Jackson County

- 60.9% of Jackson County residents have initiated vaccination; 55.7% have completed vaccination
 - Jackson County's population: 269,503
- 164,243 first doses have been administered; 366,250 total doses have been administered

JACOHD/TMC Sponsored Testing

Thursday, Feb. 10, 2022	9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee's Summit
Friday, Feb. 11, 2022	9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee's Summit
Monday, Feb. 14, 2022	9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee's Summit
Tuesday, Feb. 15, 2022	9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee's Summit
Wednesday, Feb. 16, 2022	9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee's Summit

Symptomatic Testing: Call 816-404-2273

JACOHD Vaccine Clinics

Thursday, Feb. 10, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence
Friday, Feb. 11, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence
Saturday, Feb. 12, 2022	9 a.m. – 12 p.m. – Mattie Rhodes Center
Monday, Feb. 14, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence
Tuesday, Feb. 15, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence

Residents can visit jacohd.org/events to find clinic registration and walk-in hours.

PPE Supply

The supply rate meets the demand rate.

JCDC Testing

JACOHD is continually working with JCDC on reporting and investigation.

Regional Coordination Meetings

Health Care Coalition Steering Committee Meeting, Public Health Risk Communication Coordination Meeting, Hospitals & Public Health Meeting, Communicable Disease COVID-19 Update Meeting, Missouri Center for Public Health Excellence Meeting, Public Health Coordination Meeting, Public Health Directors Meeting, Multi Agency Coordination Resource Section Support Meeting, Community Organizations Active in Disaster Meeting



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

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

201 West Lexington, 2nd Floor
Independence, MO 64050

February 11 – February 17, 2022

- 2-11-2022 Friday NO MEETINGS –
- 2-14-2022 Monday NO ANTI-CRIME, BUDGET, FINANCE & AUDIT, HEALTH & ENVIRONMENT, INTER-GOVERNMENTAL AFFAIRS, JUSTICE & LAW ENFORCEMENT, PUBLIC WORKS, RULES, OR 911 OVERSIGHT COMMITTEE MEETINGS
- 9:45 A.M. Land Use Committee Meeting –
Jackson County Courthouse, 415 East 12th Street, 2nd Floor, Kansas City Legislative Assembly Area
The Land Use Committee will have a public hearing regarding Ordinances #5596, #5597, #5598, #5599 and #5600.
- 10:00 A.M. LEGISLATIVE MEETING -
Jackson County Courthouse, 415 East 12th Street, 2nd Floor, Kansas City Legislative Assembly Area
- 2-15-2022 Tuesday 2:05 P.M. Bid Opening –Bid Opening Purchasing Department –
Hila “Dutch” Newman Legislative Conference Room
415 East 12th Street, 2nd Floor, Kansas City, MO
- 2-16-2022 Wednesday NO MEETINGS –
- 2-17-2022 Thursday 10:00 A.M. Pension Plan Board of Trustees Meeting –
Meeting will be held via Zoom. For more information contact, Maria Leathers at mleathers@jacksongov.org

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 appropriating \$100,000.00 from the undesignated fund balance of the 2022 Grant Fund and awarding a contract for the design and construction of a new bridge in connection with Federal Project No. BRO-B048(60), Helmig Road Bridge, County Project No. 3215, to TREKK Design Group, of Kansas City, MO, at an actual cost to the County not to exceed \$100,000.00.

ORDINANCE NO. 5602, February 14, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, by Ordinance 5490, dated March 8, 2021, the Legislature did authorize the execution of an Agreement with the Missouri Highways and Transportation Commission (MHTC) relating to the design and construction of the Helmig Road Bridge, County Project No. 3215; and,

WHEREAS, this project is part of the Federal Highway Administration's Off-System Bridge and Rehabilitation Program and will be completed in coordination with the MHTC, which provides for reimbursement of 80 percent of the project costs; and,

WHEREAS, the Director of Public Works selected TREKK Design Group of Kansas City (Jackson County), MO, for design work for the Helmig Road Bridge from MHTC's list of prequalified "on-call" firms that have responded to a solicitation and meet MHTC's requirements; and,

WHEREAS, an appropriation is necessary to place the grant funds received from MHTC for this project 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 Helmig Road Bridge 010-1578	45610 - Increase Revenues	\$100,000	
010-32810	Undesignated Fund Balance		\$100,000
010-32810 Helmig Road Bridge 010-1578	Undesignated Fund Balance 56030- Architectural & Engin. Services	\$100,000	\$100,000

and,

BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Public Works, and that the County Executive be, and is hereby, authorized to execute for the County the attached Engineering Services Contract and any other documents necessary to the accomplishment of the award, in forms to be approved by the County Counselor; and,

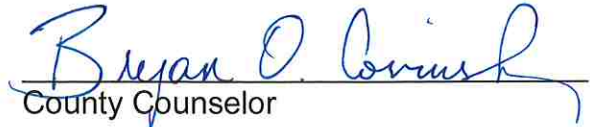
BE IT FURTHER ORDAINED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract.

Effective Date: This Ordinance shall be effective immediately upon its passage by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5602 introduced on February 14, 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. 5602.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$100,000.00

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

ACCOUNT NUMBER: 010 1578 56030
ACCOUNT TITLE: Grant Fund
Helmig Road Bridge
Architectural & Engin. Services
NOT TO EXCEED: \$100,000.00

2/9/2022
Date


Chief Administrative Officer

SPONSOR: Jackson County, MO
LOCATION: Jackson County, MO
PROJECT: Helmig Road Bridge Culvert Replacement
PROJECT NO: BRO-B048(60)

THIS CONTRACT is between Jackson County, Missouri, hereinafter referred to as the "Local Agency", and TREKK Design Group, 1411 E. 104th Street, Kansas City, MO, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Off-System Bridge Replacement and Rehabilitation (BRO) Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to replace existing Bridge No. 32900070 on South Helmig Road over Branch of Sni-A Bar Creek and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

The specific services to be provided by the Engineer are set forth in Attachment A, which is attached hereto and made a part of this agreement

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 6% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer is a DBE firm and agrees to complete, 88% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING <u>ADDRESS</u>	TYPE OF DBE <u>SERVICE</u>	TOTAL \$ VALUE OF THE DBE <u>SUBCONTRACT</u>	CONTRACT \$ AMOUNT TO APPLY TO TOTAL <u>DBE GOAL</u>	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO <u>TOTAL GOAL</u>
TREKK Design Group 1411 E 104 th Street Kansas City, MO 64131	Survey & Design	\$88,299.41	\$88,299.41	88%

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on November 16, 2022.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT’s Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$8,972.85, with a ceiling established for said design services in the amount of \$97,034.58 which amount shall not be exceeded.
- B. For construction engineering services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$317.66, with a ceiling established for said construction engineering services in the amount of \$2,964.85, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount calculated at 69.26% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount calculated at 115.69% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: material testing, foundation borings and tests, right-of-way acquisition.

Sub-Consultant Name	Address	Services
Terracon	15620 W 113 th St Lenexa, KS 66219	Geotechnical Engineering Asbestos Testing
Donoho Appraisals	PO Box 24365 Shawnee Mission, KS 66283	Right-of-Way Acquisition

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through

Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this _____ day of _____, 2022.

Executed by the County/City this _____ day of _____, 2022.

FOR: JACKSON COUNTY, MISSOURI
County Legislature

BY: _____
Director of Public Works

BY: _____
County Executive

FOR: TREKK DESIGN GROUP, LLC

BY: 
Managing Partner

ATTEST: 

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein 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 obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

COUNTY ACCOUNTING OFFICER
COUNTY AUDITOR - 1st and 2nd Class Counties
COUNTY CLERK - 3rd and 4th Class Counties

APPROVED AS TO FORM

ATTEST

County Counselor

Clerk of the County Legislature

EXHIBIT III - ESTIMATE OF COSTS
TREKK DESIGN GROUP
County Proj. No. 3215
MoDOT Proj. No. BRO-B048(60)
TREKK Proj. No. 21-0137
Helmig Road Bridge Replacement
11/29/2021

PRELIMINARY ENGINEERING

Direct Salary	Hourly	Estimated	Total Labor
Classification	Rate	Hours	Cost
Principal	\$ 75.00 @	8.0	\$ 600.00
Project Manager	\$ 68.50 @	78.0	\$ 5,343.00
Sr. Prof. Engineer	\$ 70.00 @	17.0	\$ 1,190.00
Prof. Engineer II	\$ 47.50 @	33.0	\$ 1,567.50
Prof. Engineer III	\$ 37.00 @	227.0	\$ 8,399.00
CADD Technician I	\$ 28.50 @	91.0	\$ 2,593.50
Admin	\$ 29.00 @	4.0	\$ 116.00
Survey Technician I	\$ 39.50 @	32.0	\$ 1,264.00
Survey Crew	\$ 58.00 @	64.0	\$ 3,712.00
Subtotal		586.0	\$ 26,241.00

Overhead Rate @ 184.95% \$ 48,532.73

Fixed Fee @ 12% \$ 8,972.85

FCCM @ 0% \$ -

Direct Expenses

Equipment			
Survey Equipment	64 @	\$ 7.50 per hour	\$ 480.00
Vehicles			
Survey Vehicles	450 @	\$ 0.560 per mile	\$ 252.00
Personal and Company Cars	100 @	\$ 0.560 per mile	\$ 56.00
Others			
Titlework Documents	2 @	\$ 400.00 per each	\$ 800.00
Subtotal			\$ 1,588.00

Subconsultants			
Terracon			\$ 5,200.00
Donoho Appraisals			\$ 6,500.00
		Subtotal	\$ 97,034.58

CONSTRUCTION ENGINEERING

Direct Salary	Hourly	Estimated	Total Labor
Classification	Rate	Hours	Cost
Project Manager	\$ 68.50 @	6.0	\$ 411.00
Prof. Engineer III	\$ 37.00 @	14.0	\$ 518.00
Subtotal		20.0	\$ 929.00

Overhead Rate @ 0% \$ 1,718.19

Fixed Fee @ 12% \$ 317.66

FCCM @ 0% \$ -

Subtotal \$ 2,964.85

TOTAL ESTIMATED FEE	\$ 99,999.43
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ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epl/s/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epl/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

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

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): TREKK Design Group

Project Owner (LPA): Jackson County

Project Name: Helmig Road Bridge Replacement

Project Number: MoDOT BRO-B048(60)/ County 3215

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: Kimberly Robinett

Signature: _____

Signature: _____

Date: _____

Date: _____

Request for Legislative Action

Ord. #5602
Sponsor: Tony Miller
Date: February 14, 2022

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5602
Sponsor(s):	Tony Miller	Legislature Meeting Date:	2/14/2022

Introduction

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

Project/Title:

Approving an agreement with TREKK Design Group for Design Work to replace the Helmig Road Bridge Replacement, Federal Project BRO-B048 (60).

Request Summary

The County entered into an agreement with MoDOT to fund the construction of a new bridge on Helmig Road in the Off System Bridge Program (BRO). This program provides for 80% funding on eligible costs for the project. The Local Entity is responsible for the 20% match. MoDOT has approved using our soft match credit for the match, which results in 100% federal funding for the design of this bridge.

MoDOT has a pre-qualified list of Engineering Consultants to design BRO bridges. This “on-call” list of consultants was compiled through the use of qualifications-based submission to create a competitive selection of firms that meet the State’s criteria. The program allows for selection of a prequalified consultant from the list if the fee is equal to or less than \$100,000. The Public Works Department reviewed the list of qualified consultants and contacted TREKK Design Group to discuss the project. They responded to questions regarding the proposed project manager to be assigned to the project, the staffing capabilities to complete the project within the County’s schedule, and their approach to designing this type of project. An agreement has been negotiated and approved by MoDOT. This design agreement includes a MoDOT set DBE requirement of 6%. The Department of Public Works recommends a contract be awarded to TREKK Design Group as the selected consultant and as approved by MoDOT.

We request that

1. The County Executive be authorized to execute the design agreement.
2. \$99,999.43 be appropriated from the grant fund and the Director of Finance be authorized to encumber funds to cover the costs.
3. The Director of Public Works be authorized to approve adjustments in the design agreement, to the extent that there will be no further funding obligation by the County.

Contact Information

Department:	Public Works	Submitted Date:	1/5/2022
Name:	Eric L. Johnson	Email:	ELJohnson@jacksongov.org
Title:	Senior Project Manager, Civil Engineer III	Phone:	816-881-4499

Request for Legislative Action

Budget Information			
Amount authorized by this legislation this fiscal year:			\$100,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$100,000
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$100,000
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	1578 (Helmig Road Bridge)	56030 (Architectural & Engin. Services)	\$100,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
05490 (Approve Grant)	March 8, 2021
Prior Resolution	
Resolution:	Resolution date:

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: State Funding - State of MO DBE goals of 6% apply	
MBE:	.00%

Request for Legislative Action

	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.

History
<p>Eric L. Johnson at 1/5/2022 2:24:26 PM - [Submitted]</p> <p>Department Director: Brian Gaddie at 1/6/2022 3:59:35 PM - [Returned for more information .]</p> <p>Submitter: Eric L. Johnson at 1/25/2022 2:27:28 PM - [Submitted 1. The Certificate of Compliance needed to updated for 2022.2. The "Transfer Funding To" needed to be corrected to the Helmig Bridge number.3. The contract signature page was not signed by TREKK.]</p> <p>Department Director: Brian Gaddie at 1/26/2022 10:33:32 AM - [Returned for more information .]</p> <p>Submitter: Eric L. Johnson at 1/26/2022 10:45:33 AM - [Submitted 02_JaCo Tax Clearance_TREKK Design Group was replaced.]</p> <p>Department Director: Kristina J. Johnson at 1/26/2022 11:28:04 AM - [Returned for more information Change of Documents required.]</p> <p>Submitter: Eric L. Johnson at 1/26/2022 2:46:35 PM - [Submitted Attachments re-uploaded.]</p> <p>Department Director: Kristina J. Johnson at 1/26/2022 3:21:55 PM - [Returned for more information Change Documents]</p> <p>Submitter: Eric L. Johnson at 1/26/2022 4:14:19 PM - [Submitted Attachments upload.]</p> <p>Department Director: Brian Gaddie at 1/26/2022 5:17:03 PM - [Approved]</p> <p>Finance (Purchasing): Barbara J. Casamento at 1/27/2022 10:39:09 AM - [Approved]</p> <p>Compliance: Katie M. Bartle at 1/27/2022 1:20:28 PM - [Approved]</p> <p>Finance (Budget): Sarah L. Matthes at 1/28/2022 7:19:11 AM - [Approved Fiscal note attached]</p> <p>Executive: Troy Schulte at 1/28/2022 9:30:12 AM - [Approved]</p> <p>Legal: Katherine Henry at 2/9/2022 1:44:17 PM - [Approved]</p>

Missouri Department of Transportation
Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

November 19, 2020

Cameron Pendergraft
TREKK Design Group, LLC
1411 E 104th St.
Kansas City, MO 64131

Dear Mr. Pendergraft:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. TREKK Design Group, LLC will be added to the Consultant Prequalification List. To view this list, go to www.modot.gov scroll down to Partner with MoDOT– select Consultant Resources – select Consultant Prequalification List under Explore This Topic.

The rate(s) shown in the following table represents the rate(s) as presented in the financial pre-qualification documents for the year ended 2019. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

Home Office Rate	184.95%
------------------	---------

All companies must submit the required pre-qualification information annually using the most current forms found on the Consultant Pre-qualification Requirements webpage. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

If you have any questions, please call (573) 751-7446.

Respectfully,



Sandra Riley
Auditor
Audits and Investigations

cc: Rodney Braman-de



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

Confirmation Memorandum

Jackson County Missouri - Department of Public Works

TO: Kristy Payne
Collections Supervisor
Collection Department

FROM: Ric Johnson, PE
Senior Project Manager, Civil Engineer III
Public Works – Engineering Division

DATE: January 5, 2022

SUBJECT: Request for Tax Clearance
Helmig Road Bridge Replacement
Project No. 3215



In accordance with County Ordinance 1208, Sections 1003.01 and 1070, the Director of Public Works requests that the below listed Company and/or individuals be verified as being listed and assessed on the County tax rolls and is in no way delinquent on any taxes payable to the County.

TREKK Design Group
1411 East 104th Street
Kansas City, MO 64131

Information needed: Type of tax due, amount of tax, and if account is paid or unpaid. (If account is unpaid please include a printout of statement). Place amount paid/amount due under type that applies.

<u>Type of Tax</u>	<u>Amount Paid</u>	<u>Amount Due</u>
BUSINESS	65,787.43	0
MERCHANTS	0	0
INDIVIDUAL	0	0
REAL ESTATE	0	0

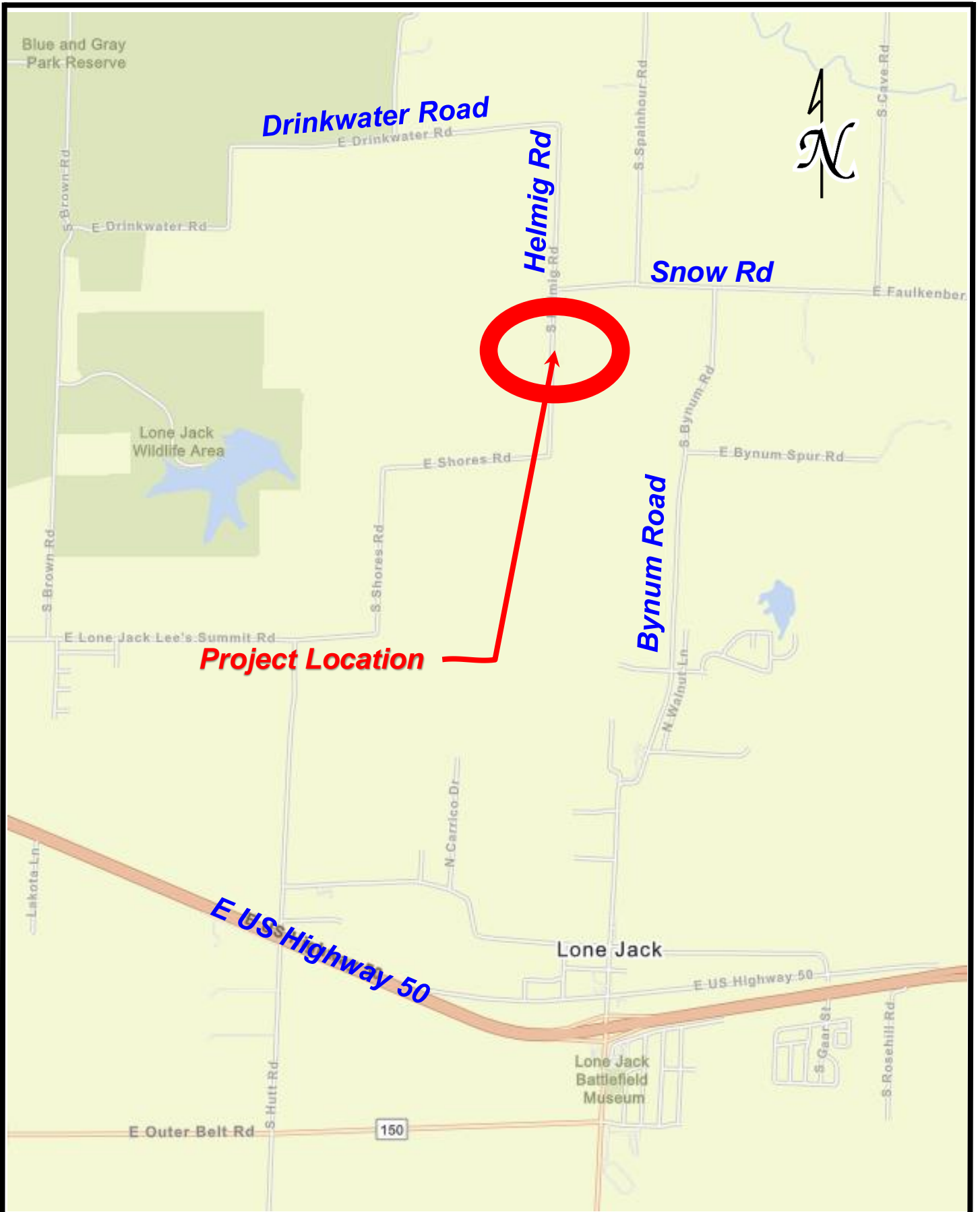


Signature (Person Verifying)

01.05.2022

Date

cc: Construction/Contract File



Project Location



PROJECT:	Helmig Road Bridge	
DRAWING:	genlocation.pptx	
DATE:	November 2, 2020	
DESIGN:	ELJ	CHKD:
DETAIL:	ELJ	APD:

HELMIG ROAD BRIDGE RECONSTRUCTION

General Location Map

C1



Looking north along Helmig Road from the structure. The roadway is chip sealed with minimal grass shoulders.

Looking south along Helmig Road from the structure. Note the overhead utilities on the east side of the roadway.



Downstream end of the double cell RCB. The toewall has deteriorated to the point that only the reinforcing steel remains.



PROJECT:	Helmig Bridge	
DRAWING:	genlocation.pptx	
DATE:	November 2, 2020	
DESIGN:	ELJ	CHKD:
DETAIL:	ELJ	APD:

HELMIG ROAD BRIDGE RECONSTRUCTION

General Project Photos



Looking downstream from the structure. Open channel with minimal vegetation near the structure.

Upstream end of the double cell RCB. The toewall and wingwalls show signs of damage due to higher storm volumes.



Looking upstream from the structure. The channel is tucked into the bank is directed towards the southerly cell of the RCB. Note the amount of vegetation upstream that will need to be reviewed as part of the environmental clearance.



PROJECT:	Helmig Bridge	
DRAWING:	genlocation.pptx	
DATE:	November 2, 2020	
DESIGN:	ELJ	CHKD:
DETAIL:	ELJ	APD:

HELMIG ROAD BRIDGE RECONSTRUCTION

General Project Photos



The floor of the culvert is severely damaged. There is exposed reinforcing steel in both cells of the structure.

There are several locations within the structure that have exposed reinforcing steel in the ceiling and the walls..



This is the north cell of the RCB. There are no bird nests attached to the walls of the structure. However, there are several mud dauber nests located near the top of the walls throughout the structure.



PROJECT:	Helmig Bridge	
DRAWING:	genlocation.pptx	
DATE:	November 2, 2020	
DESIGN:	ELJ	CHKD:
DETAIL:	ELJ	APD:

HELMIG ROAD BRIDGE RECONSTRUCTION

General Project Photos

C4



This is the south cell of the RCB. There are no bird nests attached to the walls of the structure. However, there are several mud dauber nests located near the top of the walls throughout the structure.

Wingwall damage upstream.



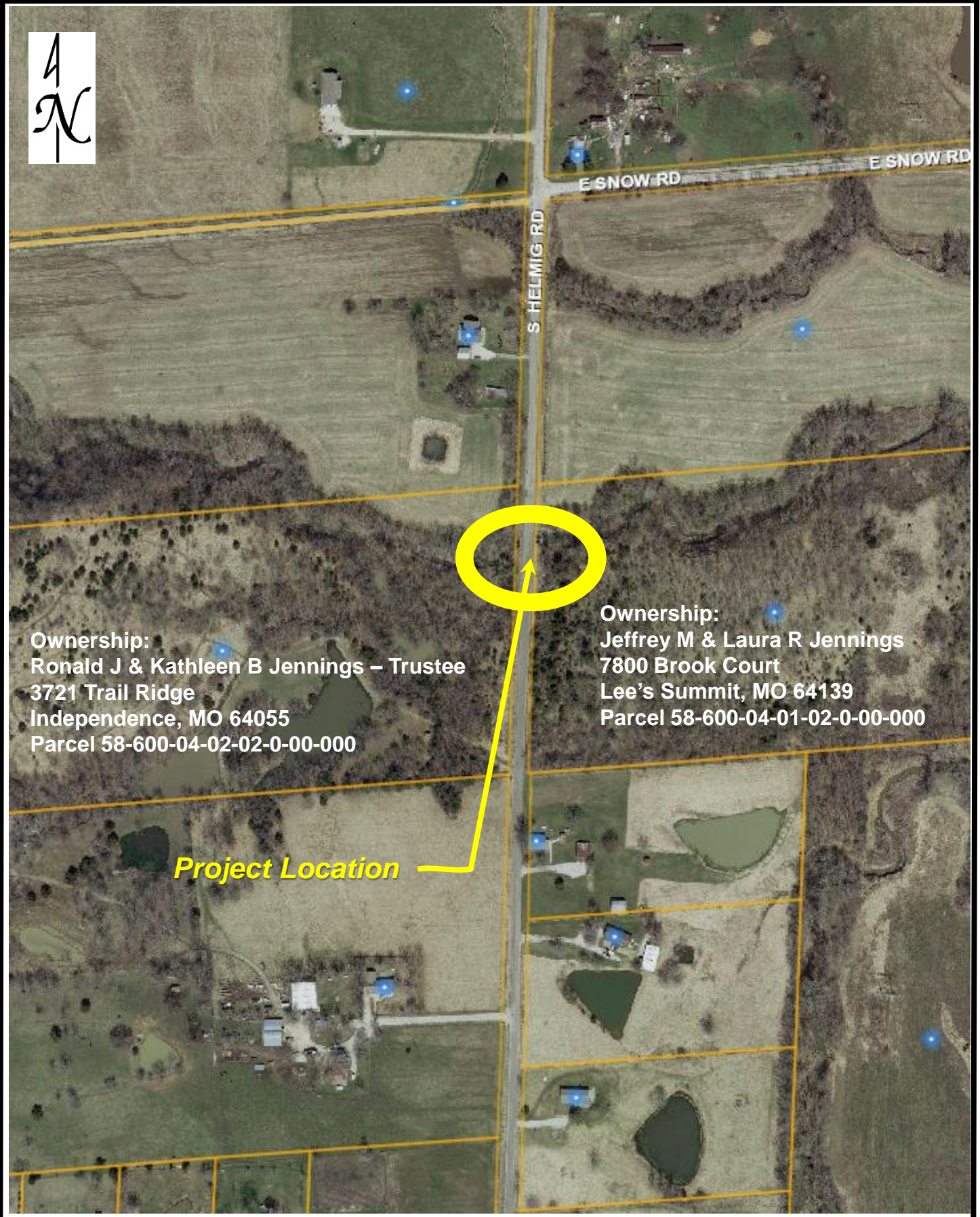
The existing right-of-way is narrower on the east side of the roadway (20-feet) compared to the west side of the roadway (25-feet). Temporary construction and/or permanent drainage easements may be required.



PROJECT:	Helmig Bridge	
DRAWING:	genlocation.pptx	
DATE:	November 2, 2020	
DESIGN:	ELJ	CHKD:
DETAIL:	ELJ	APD:

HELMIG ROAD BRIDGE RECONSTRUCTION

General Project Photos



Ownership:
 Ronald J & Kathleen B Jennings – Trustee
 3721 Trail Ridge
 Independence, MO 64055
 Parcel 58-600-04-02-02-0-00-000

Ownership:
 Jeffrey M & Laura R Jennings
 7800 Brook Court
 Lee's Summit, MO 64139
 Parcel 58-600-04-01-02-0-00-000

Project Location



PROJECT:	Helmig Road Bridge	
DRAWING:	genlocation.pptx	
DATE:	November 2, 2020	
DESIGN:	ELJ	CHKD:
DETAIL:	ELJ	APD:

HELMIG ROAD BRIDGE RECONSTRUCTION

Ownership Map

C6

Jackson County Missouri

Certificate of Compliance



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

TREKK Design Group, LLC
1411 E 104th St
Kansas City, MO 64131
2022 Certificate: 20220112VC821

Issued: 2022-01-12

Expires: 2022-12-31

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

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

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

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$120,000.00 within the 2022 American Rescue Plan Fund for use by the Jackson County Department of Corrections to acquire critical supplies and equipment necessary in connection with the fight against the ongoing Coronavirus/COVID-19 pandemic.

RESOLUTION NO. 20866, February 14, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, U.S. President Joseph R. Biden, Missouri Governor Mike Parson, and County Executive Frank White, Jr., have all declared, in one form or another, the ongoing Coronavirus/COVID-19 pandemic to be a public health emergency; and,

WHEREAS, the County, through its various efforts, plays a significant role in the public health of its citizens; and,

WHEREAS, an appropriate response by the County to this emergency will require significant expenditures from the County American Rescue Plan Fund, which consists of monies provided by the U.S. Treasury for this purpose; and,

WHEREAS, with the funding provided by this transfer, the Department of Corrections will acquire additional cleaning and kitchen supplies and additional COVID-19 rapid test kits for the next six months of operations, necessary to mitigate the spread of the Coronavirus/COVID-19; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2022 American Rescue Plan Fund be and hereby is made:

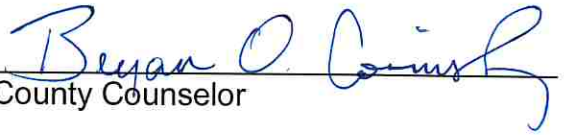
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
American Rescue Plan Fund ARPA Public Health 050-7802	56790 - Other Contractual Services	\$120,000	
Corrections 050-2701	57130- Building Cleaning Supplies		\$30,000
050-2701	57150- Kitchen & Dining Supplies		\$75,000
050-2701	57170- Medical & Dental Supplies		\$15,000

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20866 of February 14, 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

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

ACCOUNT NUMBER: 050 7802 56790
ACCOUNT TITLE: American Rescue Plan Fund
ARPA Public Health
Other Contractual Services
NOT TO EXCEED: \$120,000.00



Date



Chief Administrative Officer

Request for Legislative Action

Resolution No.: 20866
Sponsor: Tony Miller
Date: February 14, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20866
Sponsor(s):	Tony Miller	Legislature Meeting Date:	2/14/2022

Introduction
Action Items: ['Transfer']
Project/Title:
Transferring \$120,000 in ARPA-Public Health Funds in the American Rescue Plan Fund (050) for the purpose of providing operating supplies and COVID test kits for the Department of Corrections.

Request Summary
This resolution requests a \$120,000 transfer from budgeted American Rescue Plan funds (No. 050) for the purpose of equipping the Department of Corrections with cleaning supplies (\$30,000), kitchen supplies (\$75,000 for paper goods), and \$15,000 for additional COVID-19 rapid test kits for the next six months of operations under existing COVID-19 protocols. All purchases will be made through existing County term and supply vendors.

Contact Information			
Department:	Corrections	Submitted Date:	1/19/2022
Name:	Troy Schulte	Email:	TSchulte@jacksongov.org
Title:	County Administrator	Phone:	816-881-1079

Budget Information			
Amount authorized by this legislation this fiscal year:			\$120,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$120,000
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
050 (American Rescue Plan Fund)	7802 (ARPA Public Health)	56790 (Other Contractual Services)	\$120,000

Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
050 (American Rescue Plan Fund)	2701 (Corrections)	57170 (Medical & Dental Supplies)	\$15,000
050 (American Rescue Plan Fund)	2701 (Corrections)	57150 (Kitchen & Dining Supplies)	\$75,000
050 (American Rescue Plan Fund)	2701 (Corrections)	57130 (Building Cleaning Supplies)	\$30,000

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

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

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Transferring money	
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

Request for Legislative Action

the budget information tab.

History

Troy Schulte at 1/19/2022 9:51:20 AM - [Submitted | Will need a fiscal note developed by Finance]
Department Director: Diana L. Knapp at 1/19/2022 10:07:10 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 1/19/2022 10:33:48 AM - [Not applicable |]
Compliance: Katie M. Bartle at 1/19/2022 12:02:59 PM - [Approved |]
Finance (Budget): Mark Lang at 1/20/2022 10:55:47 AM - [Approved | The fiscal note is attached.]
Executive: Sylvya Stevenson at 1/20/2022 11:12:07 AM - [Approved |]
Legal: Elizabeth Freeland at 1/26/2022 9:51:46 AM - [Returned for more information | Please change action item to transfer only. Thanks!]
Submitter: Troy Schulte at 1/27/2022 11:13:26 AM - [Submitted |]
Department Director: Deloris M. Wells at 1/28/2022 1:12:37 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 1/28/2022 1:57:21 PM - [Not applicable |]
Compliance: Katie M. Bartle at 1/31/2022 9:51:29 AM - [Approved |]
Finance (Budget): Mark Lang at 1/31/2022 12:20:37 PM - [Approved |]
Executive: Sylvya Stevenson at 1/31/2022 1:25:54 PM - [Approved |]
Legal: Katherine Henry at 2/9/2022 2:05:37 PM - [Approved |]

Fiscal Note:

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

PC# 780222001 000

Date: January 20, 2022

RES # 20866
eRLA ID #: 371

Org Code/Description	Object Code/Description	From	To
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050 American Rescue Plan Fund

7802 ARPA Public Health	56790 Other Contractual Services	\$ 120,000	\$ -
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2701 Corrections	57130 Building Cleaning Supplies	-	30,000
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2701 Corrections	57150 Kitchen & Dining Supplies	-	75,000
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2701 Corrections	57170 Medical & Dental Supplies	-	15,000
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<p>APPROVED By Mark Lang at 10:53 am, Jan 20, 2022</p>

\$ 120,000	\$ 120,000
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Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute Cooperative Agreements with certain outside agencies that provide public health-related and other public services to citizens of Jackson County, at an aggregate cost to the County not to exceed \$3,000,000.00.

RESOLUTION NO. 20867, February 14, 2022

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the 2021 County budget contains appropriations for outside agency funding for various public health purposes, at an aggregate cost to the County not to exceed \$3,000,000.00; and,

WHEREAS, it is appropriate that the County Executive be authorized to execute Cooperative Agreements with the following agencies in the respective amounts indicated:

<u>AGENCY</u>	<u>AMOUNT</u>
aSTEAM Village	\$ 25,000
Bishop Sullivan Center	30,000
Calvary Community Outreach Network	70,000
Care Center of KC dba Swope Ridge Geriatric Center	100,000
Developing Potential	36,150
First Call	136,605
Front Porch Alliance	25,000
Giving the Basics	40,000
Happy Bottoms	20,000
Harvesters	75,000
Healing House	80,000
HopeBuilders	25,000
Independence Meals on Wheels	20,000
Lee's Summit Cares	22,151
MOCSA – Metro Org to County Sexual Assault	38,940
Midwest Music Foundation	20,000

Morningstar's Development	83,000
Northwest CDC	91,000
One Good Meal	70,000
Operation Breakthrough	70,000
Pro Deo Youth Center	25,000
restart	40,000
River of Refuge – Transitional Housing	92,300
Rose Brooks	10,000
Samuel Rodgers Health Center	508,760
Seton Center	35,000
Sheffield Place	22,000
Swope Health Services	447,100
Don Bosco Community Center	25,000
Underpriv Children/Scholar – Science City	63,000
United Inner City Services	415,744
JC Univ of Mo Extension Center	25,000
WEB DuBois	25,000
Westside CAN	70,000
Whatsoever Comm. Center	38,250
Working Families Friend	80,000
TOTAL	\$ 3,000,000

now therefore,


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute Cooperative Agreements with the specified agencies, in the respective amounts indicated, in forms to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the 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. 20867 of February 14, 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

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

ACCOUNT NUMBER 002 7776 56789
ACCOUNT TITLE: Health Fund
 aSTEAM Village
 Outside Agency Funding
NOT TO EXCEED: \$25,000

ACCOUNT NUMBER 002 7779 56789
ACCOUNT TITLE: Health Fund
 Bishop Sullivan Center
 Outside Agency Funding
NOT TO EXCEED: \$30,000

ACCOUNT NUMBER 002 7707 56789
ACCOUNT TITLE: Health Fund
Calvary Community Outreach Network
Outside Agency Funding
NOT TO EXCEED: \$70,000

ACCOUNT NUMBER 002 7750 56789
ACCOUNT TITLE: Health Fund
Swope Ridge Geriatric Center
Outside Agency Funding
NOT TO EXCEED: \$100,000

ACCOUNT NUMBER 002 7751 56789
ACCOUNT TITLE: Health Fund
Developing Potential
Outside Agency Funding
NOT TO EXCEED: \$36,150

ACCOUNT NUMBER 002 7907 56789
ACCOUNT TITLE: Health Fund
First Call
Outside Agency Funding
NOT TO EXCEED: \$136,605

ACCOUNT NUMBER 002 7618 56789
ACCOUNT TITLE: Health Fund
Front Porch Alliance
Outside Agency Funding
NOT TO EXCEED: \$25,000

ACCOUNT NUMBER 002 7771 56789
ACCOUNT TITLE: Health Fund
Giving the Basics
Outside Agency Funding
NOT TO EXCEED: \$40,000

ACCOUNT NUMBER 002 7772 56789
ACCOUNT TITLE: Health Fund
Happy Bottoms
Outside Agency Funding
NOT TO EXCEED: \$20,000

ACCOUNT NUMBER 002 8002 56789
ACCOUNT TITLE: Health Fund
Harvesters
Outside Agency Funding
NOT TO EXCEED: \$75,000

ACCOUNT NUMBER 002 7908 56789
ACCOUNT TITLE: Health Fund
Healing House
Outside Agency Funding
NOT TO EXCEED: \$80,000

ACCOUNT NUMBER 002 7619 56789
ACCOUNT TITLE: Health Fund
HopeBuilders
Outside Agency Funding
NOT TO EXCEED: \$25,000

ACCOUNT NUMBER 002 7620 56789
ACCOUNT TITLE: Health Fund
Independence Meals on Wheels
Outside Agency Funding
NOT TO EXCEED: \$20,000

ACCOUNT NUMBER 002 7793 56789
ACCOUNT TITLE: Health Fund
Lee's Summit Cares
Outside Agency Funding
NOT TO EXCEED: \$22,151

ACCOUNT NUMBER 002 7716 56789
ACCOUNT TITLE: Health Fund
MOCSA – Metro Org to Counter Sexual Assault
Outside Agency Funding
NOT TO EXCEED: \$38,940

ACCOUNT NUMBER 002 7778 56789
ACCOUNT TITLE: Health Fund
MidWest Music Foundation
Outside Agency Funding
NOT TO EXCEED: \$20,000

ACCOUNT NUMBER	002 7738 56789
ACCOUNT TITLE:	Health Fund Morningstar's Development Outside Agency Funding
NOT TO EXCEED:	\$83,000
ACCOUNT NUMBER	002 7742 56789
ACCOUNT TITLE:	Health Fund Northwest CDC Outside Agency Funding
NOT TO EXCEED:	\$91,000
ACCOUNT NUMBER	002 7706 56789
ACCOUNT TITLE:	Health Fund One Good Meal Outside Agency Funding
NOT TO EXCEED:	\$70,000
ACCOUNT NUMBER	002 7743 56789
ACCOUNT TITLE:	Health Fund Operation Breakthrough Outside Agency Funding
NOT TO EXCEED:	\$70,000
ACCOUNT NUMBER	002 7611 56789
ACCOUNT TITLE:	Health Fund Pro Deo Youth Center Outside Agency Funding
NOT TO EXCEED:	\$25,000
ACCOUNT NUMBER	002 7621 56789
ACCOUNT TITLE:	Health Fund reStart Outside Agency Funding
NOT TO EXCEED:	\$40,000
ACCOUNT NUMBER	002 7769 56789
ACCOUNT TITLE:	Health Fund River of Refuge – Transitional Housing Outside Agency Funding
NOT TO EXCEED:	\$92,300

ACCOUNT NUMBER	002 7718 56789
ACCOUNT TITLE:	Health Fund Rose Brooks Outside Agency Funding
NOT TO EXCEED:	\$10,000
ACCOUNT NUMBER	002 7713 56789
ACCOUNT TITLE:	Health Fund Samuel Rogers Health Center Outside Agency Funding
NOT TO EXCEED:	\$508,760
ACCOUNT NUMBER	002 7903 56789
ACCOUNT TITLE:	Health Fund Seton Center Outside Agency Funding
NOT TO EXCEED:	\$35,000
ACCOUNT NUMBER	002 7774 56789
ACCOUNT TITLE:	Health Fund Sheffield Place Outside Agency Funding
NOT TO EXCEED:	\$22,000
ACCOUNT NUMBER	002 7601 56789
ACCOUNT TITLE:	Health Fund Swope Health Services Outside Agency Funding
NOT TO EXCEED:	\$447,100
ACCOUNT NUMBER	002 7780 56789
ACCOUNT TITLE:	Health Fund Don Bosco Community Center Outside Agency Funding
NOT TO EXCEED:	\$25,000
ACCOUNT NUMBER	002 7759 56789
ACCOUNT TITLE:	Health Fund Underpriv Children/Scholar – Science City Outside Agency Funding
NOT TO EXCEED:	\$63,000

ACCOUNT NUMBER 002 7736 56789
ACCOUNT TITLE: Health Fund
United Inner City Services
Outside Agency Funding
NOT TO EXCEED: \$415,744

ACCOUNT NUMBER 002 8001 56789
ACCOUNT TITLE: Health Fund
JC Univ Of Mo Extension Center
Outside Agency Funding
NOT TO EXCEED: \$25,000

ACCOUNT NUMBER 002 7735 56789
ACCOUNT TITLE: Health Fund
WEB DuBois
Outside Agency Funding
NOT TO EXCEED: \$25,000

ACCOUNT NUMBER 002 5023 56789
ACCOUNT TITLE: Health Fund
Westside CAN
Outside Agency Funding
NOT TO EXCEED: \$70,000

ACCOUNT NUMBER 002 7784 56789
ACCOUNT TITLE: Health Fund
Whatsoever Comm. Center
Outside Agency Funding
NOT TO EXCEED: \$38,250

ACCOUNT NUMBER 002 7790 56789
ACCOUNT TITLE: Health Fund
Working Families Friend
Outside Agency Funding
NOT TO EXCEED: \$80,000

2/9/2022
Date


Chief Administrative Officer

Request for Legislative Action

Res. #20867
Sponsor: Crystal Williams
Date: February 14, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20867
Sponsor(s):	Crystal J. Williams	Legislature Meeting Date:	2/14/2022

Introduction
Action Items: ['Authorize']
Project/Title:
A Resolution authorizing the County Executive to execute Cooperative Agreements with certain outside agencies that provide public health-related and other public services to citizens of Jackson County, at an aggregate cost to the County not to exceed \$3,000,000.00

Request Summary
<p>Request for legislative action to authorize the County Executive to execute Cooperative Agreements with certain outside agencies allocated funding by the Legislature with the adoption of Ordinance 5570 for the 2022 Budget.</p> <p>All agencies submitted an application requesting funding through the outside agency portal by the October 29, 2021 deadline with the required documents properly submitted and vetted in the application process. The application process was posted on the county's website and open for 45 days.</p> <p>All agencies allocated funding for 2022 have met the county's liability insurance requirement and have obtained a tax clearance for taxes due/exempted December 31, 2021. Outside Agencies previously funded must close out their 2021 contract with the Finance Department including all quarterly reimbursement reports and final payments, documentation and annual report as received and approved by the Finance Department before proceeding with a 2022 contract. Notifications will be sent to the County Counselor's Office to begin drafting the 2022 contracts once the 2021 contracts are closed out and complete.</p> <p>Attached document lists the 36 outside agencies totalling \$3,000,000 allocated funding by the Legislature with the adoption of the 2022 Budget.</p>

Contact Information			
Department:	County Legislature	Submitted Date:	2/1/2022
Name:	Crissy Wooderson	Email:	CWooderson@jacksongov.org
Title:	Legislative Auditor	Phone:	816-881-3310

Budget Information	
Amount authorized by this legislation this fiscal year:	\$3,000,000

Request for Legislative Action

Amount previously authorized this fiscal year:		\$ 0	
Total amount authorized after this legislative action:		\$3,000,000	
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:
5570	November 22, 2021
Prior Resolution	
Resolution:	Resolution date:
20619	February 8, 2021

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

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

Fiscal Information	
<ul style="list-style-type: none"> There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered. 	

Request for Legislative Action

History

Crissy Wooderson at 2/1/2022 3:19:06 PM - [Submitted | In lieu of entering 40 lines of single source funding to cover the multiple agency dept. id's, the Budget Office approved attaching the document listing the agency name, agency amount, and account code in a table format.]

Department Director: Mary Jo Spino at 2/1/2022 3:43:49 PM - [Approved | w/ attachment]

Finance (Purchasing): Barbara J. Casamento at 2/1/2022 4:33:39 PM - [Not applicable |]

Compliance: Katie M. Bartle at 2/2/2022 10:07:41 AM - [Approved |]

Finance (Budget): Mark Lang at 2/2/2022 4:38:14 PM - [Approved | The fiscal note is attached.]

Executive: Sylvia Stevenson at 2/2/2022 5:28:35 PM - [Approved |]

Legal: Katherine Henry at 2/9/2022 1:45:44 PM - [Approved |]

Fiscal Note:

This expenditure was included in the Annual Budget.

Date: February 22, 2022 PC# _____ RES # 20867
eRLA ID #: 394

Org Code/Description	Object Code/Description	Not to Exceed
002 Health Fund		
7776 aSTEAM Village	56789 Outside Agency Funding	\$ 25,000
7779 Bishop Sullivan Center	56789 Outside Agency Funding	30,000
7707 Calvary Comm Outreach Network	56789 Outside Agency Funding	70,000
7750 Swope Ridge Geriatric Center	56789 Outside Agency Funding	100,000
7751 Developing Potential	56789 Outside Agency Funding	36,150
7907 First Call	56789 Outside Agency Funding	136,605
7618 Front Porch Alliance	56789 Outside Agency Funding	25,000
7771 Giving the Basics	56789 Outside Agency Funding	40,000
7772 Happy Bottoms	56789 Outside Agency Funding	20,000
8002 Harvesters	56789 Outside Agency Funding	75,000
7908 Healing House	56789 Outside Agency Funding	80,000
7619 HopeBuilders	56789 Outside Agency Funding	25,000
7620 Independence Meals on Wheels	56789 Outside Agency Funding	20,000
7793 Lee's Summit Cares	56789 Outside Agency Funding	22,151
7716 MOCSA - Metro Org to Counter Sexual Asslt	56789 Outside Agency Funding	38,940
7778 MidWest Music Foundation	56789 Outside Agency Funding	20,000
7738 Morningstar's Development	56789 Outside Agency Funding	83,000
7742 Northwest CDC	56789 Outside Agency Funding	91,000
7706 One Good Meal	56789 Outside Agency Funding	70,000
7743 Operation Breakthrough	56789 Outside Agency Funding	70,000
7611 Pro Deo Youth Center	56789 Outside Agency Funding	25,000
7621 reStart	56789 Outside Agency Funding	40,000
7769 River of Refuge - Transitional Housing	56789 Outside Agency Funding	92,300
7718 Rose Brooks	56789 Outside Agency Funding	10,000
7713 Samuel Rodgers Health Center	56789 Outside Agency Funding	508,760
7903 Seton Center	56789 Outside Agency Funding	35,000
7774 Sheffield Place	56789 Outside Agency Funding	22,000
7601 Swope Health Services	56789 Outside Agency Funding	447,100
7780 Don Bosco Community Center	56789 Outside Agency Funding	25,000
7759 Underpriv Children/Scholar- Science City	56789 Outside Agency Funding	63,000
7736 United Inner City Services	56789 Outside Agency Funding	415,744
8001 JC Univ Of Mo Extension Center	56789 Outside Agency Funding	25,000
7735 WEB DuBois	56789 Outside Agency Funding	25,000
5023 Westside CAN	56789 Outside Agency Funding	70,000
7784 Whatsoever Comm. Center	56789 Outside Agency Funding	38,250
7790 Working Families Friend	56789 Outside Agency Funding	80,000

APPROVED
 By Mark Lang at 4:36 pm, Feb 02, 2022

\$ 3,000,000

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a fourteen-month term and supply contract with two twelve-month options to extend for the leasing of ice-making machines for use by various County Departments to Ice Masters of Shawnee, KS, under the terms and conditions of Jackson County Circuit Court Contract No. 240040-18, an existing, competitively bid government contract.

RESOLUTION NO. 20868, February 14, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the County has a need for leased ice-making machines for use by the various County Departments; and,

WHEREAS, the Jackson County Circuit Courts's competitively bid contract with Ice Masters of Shawnee, KS, offers a large selection of ice-making machines for the departments to choose from at significant discounts offered to large buyers; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a fourteen-month term and supply contract, with two twelve-month options to extend, for the leasing of ice-making machines to Ice Masters of Shawnee, KS, under the terms and conditions of Jackson County Circuit Court Contract No. 240040-18, an existing competitively bid government contract; and,

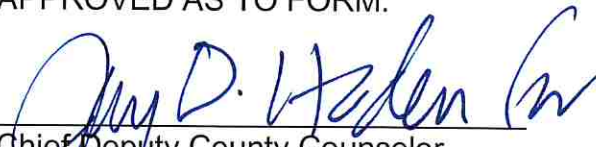
WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any amount, with the availability of funds for specific purchases remaining subject to annual appropriation; now therefore,

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. 20868 of February 14, 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

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.

2/9/2022

Date



Chief Administrative Officer

Request for Legislative Action

Res. #20868
Sponsor: Tony Miller
Date: February 14, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20868
Sponsor(s):	Tony Miller	Legislature Meeting Date:	2/14/2022

Introduction
Action Items: ['Award']
Project/Title:
Awarding Contract for Ice Machines

Request Summary				
<p>Awarding a 14 month contract with two 12 month options to extend for the furnishing of Ice Machines for use by Various Departments to Ice Masters of Shawnee, KS under the terms and conditions of Jackson County Circuit Court Contract No. 240040-18 and existing competitively bid contract. Various County Departments require a Term and Supply Contract for the usage of Ice Machines. Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of Term and Supply Contract for the furnishing of Ice Machines for use by Various County Departments from the following existing competitively bid government contract:</p>				
<table><thead><tr><th>RECOMMENDED VENDOR</th><th>CONTRACT NUMBER</th></tr></thead><tbody><tr><td>Ice Masters</td><td>240040-18</td></tr></tbody></table>	RECOMMENDED VENDOR	CONTRACT NUMBER	Ice Masters	240040-18
RECOMMENDED VENDOR	CONTRACT NUMBER			
Ice Masters	240040-18			
<p>The Director of Finance and Purchasing recommends the approval of this contract due to a higher volume discount offered to larger entities and purchasing groups. 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 the specific purchases is subject to annual appropriations.</p>				
<p>Estimated annual usage = \$18,000</p>				

Contact Information			
Department:	Finance	Submitted Date:	2/2/2022
Name:	Craig A. Reich	Email:	CReich@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3265

Budget Information	
Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$

Request for Legislative Action

Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

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

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: 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

Craig A. Reich at 2/2/2022 3:18:27 PM - [Submitted |]
Department Director: Bob Crutsinger at 2/2/2022 3:45:47 PM - [Returned for more information | Returning to add additional info]
Submitter: Craig A. Reich at 2/2/2022 4:28:53 PM - [Submitted | Added estimated annual usage.]
Department Director: Bob Crutsinger at 2/2/2022 4:53:39 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/3/2022 11:18:22 AM - [Approved |]
Compliance: Katie M. Bartle at 2/3/2022 12:00:57 PM - [Approved |]
Finance (Budget): Mark Lang at 2/3/2022 12:18:12 PM - [Approved | No fiscal note on T&S contracts.]
Legal: Katherine Henry at 2/9/2022 2:07:58 PM - [Approved |]



CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
 415 E. 12th Street
 Room 800
 Kansas City, MO 64106

Suzy Laughlin, CPPB
 Senior Purchasing Agent

Ph: 816-881-3782
 Fax: 816-881-3226

email: suzy.laughlin@courts.mo.gov

Date April 25, 2018

Ice Masters
 6218 Melrose
 Shawnee, KS 66203

Re: Bid #240040-18

This agreement executed on April 25, 2018 by and between Circuit Court of Jackson County and Ice Masters for the contract term of May 1, 2018 thru April 30, 2021 with three (1) year optional renewals. The Scope of Service and General Conditions are in effect as stated in Bid Document.

This agreement and pricing shall be in effect May 1, 2018 to proceed with our Ice Machine rental equipment:

LOCATION	EQUIPMENT	ANNUAL FEE
Kansas City Jury Room	HOSHIZAKI – KM450MWE w/Dispenser	\$2100.00
Kansas City – 9 th Floor	HOSHIZAKI – KML250MAH w/Dispenser	\$2100.00
1315 Locust Street	MANITOWOC QY0425W w/Dispenser	\$2100.00
Independence Jury Room	HOSHIZAKI – KML451MAH w/Dispenser	\$2436.00
Independence – 3 rd Floor	HOSHIZAKI – KML450MWH w/Dispenser	\$2556.00

Suzy Laughlin, Sr. Purchasing Agent of Circuit Court will be the Court representative. All questions pertaining to the bid shall be directed to Suzy.

We thank you for accepting this agreement. We look forward to this business relationship with Ice Masters

Sincerely,

Suzy Laughlin
 Sr. Purchasing Agent / Circuit Court of Jackson County



THE CIRCUIT COURT OF JACKSON COUNTY MISSOURI
Purchasing Department Award Recommendation

To: DIRECTOR OF COURT SERVICES-GREG PASZKIEWICZ		From : SUZY LAUGHLIN	Date: 4/24/18
Bid/Quote/Contract Number: IFB #240040-18	Opening Date: 4/23/18	Commodity: ICE MACHINE RENTAL	Req: Amount of Req: Acct:
Purchasing Recommends Award To: <u>Vendor</u> <u>Amount</u> <u>Items</u> ICE MASTERS ANNUAL: FOR ALL FIVE UNITS – 11,292.00		<input type="checkbox"/> Quote <input type="checkbox"/> Informal Bid <input type="checkbox"/> Formal Bid <input type="checkbox"/> RFP	<input type="checkbox"/> Sole Source <input type="checkbox"/> Single Source <input type="checkbox"/> Brand Name <input type="checkbox"/> Emergency <input type="checkbox"/> Contract <input type="checkbox"/> Cooperative


Purchasing Comments:
 RESPONSIBLE STEPS WERE TAKEN TO REACH OUT AND SPEAK WITH ALL VENDORS PRIOR TO BID TO OPEN FULL COMPETITION PRIOR TO BID SUBMITTALS. ICE MASTERS WAS OUR ONLY RESPONSE. IMMEDIATE DELIVERY IS AVAILABLE ON THE NEW CONTRACT BECAUSE THE EQUIPMENT IS ON-SITE – NO INTERRUPTION WILL OCCUR. PURCHASING SUGGEST THAT WE CONTINUE WITH OUR CURRENT ICE MACHINE RENTAL COMPANY ICE MASTERS UNDER THE NEW CONTRACT TERM!

<u>Vendor</u>	<u>Amount</u>	<u>Vendor</u>	<u>Amount</u>
PRECISION ICE SYSTEMS	NO RESPONSE		
SOUTHERN SERVICES	NO RESPONSE		
ALLIED REFRIGERATION	NO RESPONSE		

Provide review and Authorization: Department Please choose one. *If departments choice is other than "Accepting Bid As Recommended" please write your justification in the comment section below.*

- Accepting Bid As Recommended.
- Recommend Awarding Bid to _____
- Recommend All Bids Be Rejected
- Re-bid
- Requesting Additional Information Prior To Award
- Not Accepting Bid as Recommended

Comments:

<input type="checkbox"/>	_____	<i>Comments</i>
	Dept. Division Signature of Authorization	Date
<input checked="" type="checkbox"/>		<i>Comments</i>
	Signature of Authorization Director of Court Services <i>Required Authorization for over \$5,000.00</i>	Date 4/25/2018
<input type="checkbox"/>	_____	<i>Comments</i>
	Signature of Authorization Court Administrator Mary Marquez <i>Required Authorization of the Court Administrator for Purchases of \$25,000.00 or greater, Single Source, Emergency Purchase, Contracts,</i>	Date
<input type="checkbox"/>	_____	<i>Comments</i>
	Signature of Authorization Presiding Judge, Judge Torrence <i>Required Authorization: Single Source Contracts over \$25,000.00 only - must include the Presiding Judge Signature (With advice of the Executive Management Committee).</i>	Date

Icemaker Rental – 3/29/18
BID #240040-18

Suzy Laughlin
Subject: Ice Machine Rental

Rec'd 4-19-18

7:27 AM

CIRCUIT COURT OF JACKSON COUNTY

415 East 12th Street, 8MEast
Kansas City, Missouri 64106
PHONE (816) 881-3782 • FAX (816) 881-3226
Email: suzy.laughlin@courts.mo.gov
Date: March 29, 2018

Invitation for Bid (IFB) #240040-18

FOR
Ice Machine Rental
Contract Duration: 3- Year
Contract Renewal: (3) 1 Year Periods

Invitation For Bid Due:
Bid Due Date is Monday, APRIL 23, 2018

Suzy Laughlin will be the point of contact for any questions that might arise relating to this IFB.

BID DUE DATE: April 23, 2018 by 2:00 PM CST

Bids must be submitted no later than 2:00 PM CST on April 23, 2018 by fax, e-mail, mail or courier to the following addresses:

Fax: 816-881-3226
E-Mail: suzy.laughlin@courts.mo.gov
Circuit Court of Jackson County
Attn: Purchasing Department / Suzy Laughlin
415 East 12th Street, 8MEast
Kansas City, MO 64106

Bids received after the deadline designated shall not be considered.



Vendor Information Sheet

Vendor Name: Ice-Masters, Inc.

Vendor Address: 1218 Melrose Ln.
Shawnee, KS 66203

Fed Tax ID/SSN: 43-1265945

Contact Information

Name: Nancy Yount

Phone: 913-631-6900

Fax: 913-962-6060

Email: NYount@tresko.com

Website: www.ice-masters.com

Payment Remit to Address

Address: Same



CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
415 E. 12th Street
Room 800
Kansas City, MO 64106

Suzy Laughlin, CPPB
Senior Buyer

Ph: 816-881-3782

Fax: 816-881-3226

email: suzy.laughlin@courts.mo.gov

ADDENDA No. 1

3/30/18

DESCRIPTION: Ice Machine Rental

FAILURE TO SUBMIT THE ATTACHED ADDENDUM WITH THIS IFB SHALL BE
CAUSE FOR AUTOMATIC REJECTION OF THE IFB.

Specifications have changed, all other information submitted on IFB #240040-18
remains the same.

1. Specifications have changed:

PAGE 5,

4.0 SPECIFICATIONS – Ice Cuber with Ice/Water Dispenser

4.4 Ice and Water Dispenser with 200# ice storage

Ice - Masters, Inc.

Company Name

Nancy Yount

Vendor Representative

[Signature]
Signature

Icemaker Rental – 3/29/18

BID #240040-18

5.0 Material Standards

5.1 All material or equipment furnished to the Court under this contract shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

6.0 Conditions

6.1 The Circuit Court reserves the right to cancel/change/add to this contract, or portions thereof, without penalty at any time during the specified contract term.

6.2 If any additional equipment, delivery locations or quantity need to be added or changed, the Purchasing Agent will contact vendor and the additional arrangements shall be made accordingly.

7.0 Indemnification Clause

7.1 Bidder agrees to protect, defend, indemnify and hold harmless the Court, its officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or for damage to the property of any person or persons, caused by or arising out of any activity undertaken pursuant to any agreement resulting from this solicitation.

7.2 Bidder further agrees to protect, defend, indemnify and hold harmless the Court from and against any claims or liability for compensation under the Workmen's Compensation Act arising out of injuries sustained by any employees of contractor or of any licensees, contractors or sub-contractors of contractor.

7.3 Bidders obligations to protect, defend, indemnify and hold harmless, as set forth in this Paragraph, shall include any and all attorney's fees incurred by the Court in enforcing and/or obtaining compliance with the provisions of this Paragraph.

7.4 Bidders shall give the Court prompt and timely notice of any claims made or suits initiated which in any way directly or indirectly, contingently or otherwise, affect or might affect the Court, and each party shall have the right to compromise and defend the same to the extent of its own interest.

8.0 Cooperative Procurement

8.1 This section is optional, it will not affect this award. If awarded the proposed contract, would you sell under the prices and terms of this contract to any municipality, county, state, governmental public utility, non-profit, hospital, educational institute, special governmental agency and non-profit corporation performing governmental functions that participates as a joint proposer in or is represented by the Mid-America Council of Public Purchasing and/or Mid-America Council in the greater Kansas City Metropolitan trade area? There shall be no obligation on the part of any member of said council to utilize this contract.

Yes No Initials JKM

9.0 Dock/Parking

9.1 The door in the Court's dock area will be locked and will have a video/audio connection to the Ground Floor Security Desk. Vendors will be granted access to the garage for the purpose of deliveries/work. The vendor will check in at the Security Desk and the Security personnel will contact the appropriate floor to verify the delivery/work. Once verified, the delivery/work will be permitted. The Court is not responsible for parking fees or tickets given by police for inappropriate parking areas or street parking where meters have expired.

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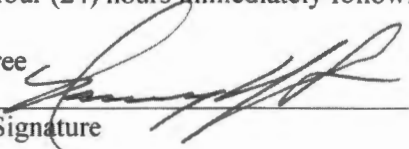
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11.1 Prior to finalizing the agreement, the Circuit Court of Jackson County may review each supplier's company coverage. Circuit Court may require certain insurance coverage prior to entering into any agreement.

SIGNATURE/AGREEMENT FORM


Vendor must submit unit cost prices and extended cost pricing prices as requested in IFB. Failure to submit unit costs exactly as requested will cause your bid on that item not to be considered. The Circuit Court will not be responsible for any incorrect unit costs submitted by the vendor.

Circuit Court of Jackson County reserves the right to request corrections, clarifications, and/or additional information pertaining to this IFB. Such information must be received in the office of the Purchasing Agent within twenty-four (24) hours immediately following notification to the bidder.

Agree Disagree 

Signature

Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this IFB.

Agree Disagree 

Signature

The bidder agrees that they have examined:

- Pricing/Payment
- Instructions to Bidder
- Term and Conditions
- Specifications
- Confidentiality Agreement

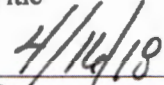
And that all prices quoted meet or exceed information provided in this IFB
And that Pricing Attachments; Renewal Options; Coop Procurement; Signature Page; Pricing Schedule; and Confidentiality Agreement has been submitted



Signature



Title



Date




Contract #240040-18

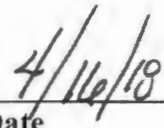
It is my understanding that information related to the above referenced contract has been provided to me on a need-to-know basis and that in accordance with the contract, all information, materials, and files reviewed in the performance of this contract shall be privileged and held confidential.

Therefore, I hereby agree not to share or discuss said information with any person(s) outside of the 16th Circuit Court without the express written consent of the 16th Circuit Court.

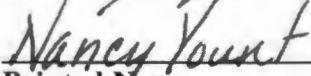
In the event that I should have reason to believe that the confidentiality of this information has been breached, I will notify the Court Administrator immediately.



Signature



Date



Printed Name



Company Name

**PRICING SCHEDULE
 Five (5) Ice Maker Units**

Location	MAKE & MODEL / Proposed	UNIT PRICE / MONTH	EXTENDED / YEAR
Jury Room/KC	Hoshizaki Cuber with dispenser & stand KML Series	\$ 175 ⁰⁰	\$ 2,100 ⁰⁰
1315 Locust	Manitowoc Dispenser and cuber - Space Limits	\$ 175 ⁰⁰	\$ 2,100 ⁰⁰
Jury Room Independence	Hoshizaki Cuber with dispenser and stand KML Series	\$ 203 ⁻	\$ 2,436 ⁰⁰
3 RD Floor Independence	Hoshizaki Cuber with dispenser and stand KML Series	\$ 213 ⁰⁰	\$ 2,556 ⁰⁰
9 th Floor - KC	Hoshizaki Cuber with dispenser and stand KML Series	\$ 175 ⁰⁰	\$ 2,100 ⁰⁰

Note: Reference Page 5 for equipment description per location

Date Units are Available for Delivery Immediate - Equipment Onsite

Vendor Representative / Point of Contact

Primary Representative Name: Nancy Yount	Phone Number 913-631-6900
--	------------------------------

Company Name; Jee - Masters Inc Authorized Signature 



BID CONTRACT 240040-18
RENEWAL AWARD LETTER
ICE MACHINE RENTAL

September 21, 2021

Ice Masters
Attn: Nancy Yount
6218 Melrose
Shawnee, Kansas 66203

Ms. Nancy Yount

The Jackson County Circuit Court hereby extends our option to renew Bid Contract 240040-18 for a 12-month period from May 1, 2021 through April 30, 2022 for Ice Machine Rental. All terms and conditions contained in the original agreement are incorporated into this renewal as if more fully set forth herein. This is the **first** of the possible three (3) one-year renewal periods as stated in original bid/contract.

LOCATION	EQUIPMENT	ANNUAL FEE
Kansas City Jury Room	HOSHIZAKI - KM450MWE w/Dispenser	\$2100.00
Kansas City - 9th Floor	HOSHIZAKI - KML250MAH w/Dispenser	\$2100.00
1315 Locust Street	MANITOWOC QY0425W w/Dispenser	\$2100.00
Independence Jury Room	HOSHIZAKI - KML451 MAH w/Dispenser	\$2436.00
Independence - 3rd Floor	HOSHIZAKI - KML450MWH w/Dispenser	\$2556.00

No financial obligation shall accrue against the Circuit Court until such time as delivery pursuant to purchase order is made by your Company.

Termination of this contract may occur in the event funds from local, state or federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quality of goods/service, in which case the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

The Circuit Court Purchasing Agent, or designee, shall be the sole judge as to the fact of the fulfillment of this agreement and upon any breach hereof said Purchasing Agent or designee shall, at their option, declare this agreement void, and for any loss or damage by reason of such breach, whether this agreement is annulled or not, said Vendor shall be liable.

The Vendor shall indemnify the Circuit Court against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by Vendor or Vendors' employee or subcontractor.

As a Missouri state government agency, the Court does not maintain general liability insurance, nor can agree to indemnify and hold harmless any individual entity. Instead, the Court relies on the State Legal Expense Fund set forth in § 105.711 RSMo, as administered by the Office of the Attorney General of the State of Missouri. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors in the performance or omission of any act

Jackson County Circuit Court
"Serving the community through the rule of law"

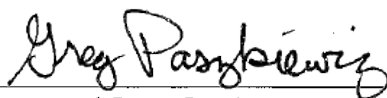
or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

The Circuit Court shall not be precluded from receiving the benefits of any insurance the Vendor may carry which provides for indemnification for any loss or damage to property in the Vendors' custody and control, where such loss or destruction is to County property. The Vendor shall do nothing to prejudice the Family Courts' right to recover against third parties for any loss, destruction or damage to County property.

I hereby do agree to renew the existing contract for the terms listed above, and as listed in the original contract #240040-18:

CIRCUIT COURT

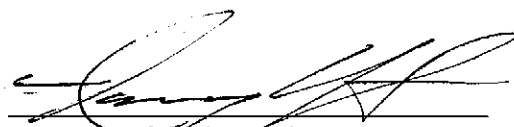
ICE MASTERS



Director of Court Services

9/29/2021

Date



Signature of Authorized Person

Nancy Yount

Printed Name

9/29/21

Date

913-631-6900

Phone Number

Jackson County Circuit Court
"Serving the community through the rule of law"



CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
415 E. 12th Street
Room 800
Kansas City, MO 64106

Suzy Laughlin, CPPB
Senior Purchasing Agent

Ph: 816-881-3782

Fax: 816-881-3226

email: suzy.laughlin@courts.mo.gov

Date April 25, 2018

Ice Masters
6218 Melrose
Shawnee, KS 66203

Re: Bid #240040-18

This agreement executed on April 25, 2018 by and between Circuit Court of Jackson County and Ice Masters for the contract term of May 1, 2018 thru April 30, 2021 with three (1) year optional renewals. The Scope of Service and General Conditions are in effect as stated in Bid Document.

This agreement and pricing shall be in effect May 1, 2018 to proceed with our Ice Machine rental equipment:

LOCATION	EQUIPMENT	ANNUAL FEE
Kansas City Jury Room	HOSHIZAKI – KM450MWE w/Dispenser	\$2100.00
Kansas City – 9 th Floor	HOSHIZAKI – KML250MAH w/Dispenser	\$2100.00
1315 Locust Street	MANITOWOC QY0425W w/Dispenser	\$2100.00
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Suzy Laughlin, Sr. Purchasing Agent of Circuit Court will be the Court representative. All questions pertaining to the bid shall be directed to Suzy.

We thank you for accepting this agreement. We look forward to this business relationship with Ice Masters

Sincerely,

Suzy Laughlin
Sr. Purchasing Agent / Circuit Court of Jackson County



THE CIRCUIT COURT OF JACKSON COUNTY MISSOURI
Purchasing Department Award Recommendation

To: DIRECTOR OF COURT SERVICES-GREG PASZKIEWICZ		From : SUZY LAUGHLIN	Date: 4/24/18
Bid/Quote/Contract Number: IFB #240040-18	Opening Date: 4/23/18	Commodity: ICE MACHINE RENTAL	Req: Amount of Req: Acct:
Purchasing Recommends Award To: Vendor Amount Items ICE MASTERS ANNUAL: FOR ALL FIVE UNITS – 11,292.00		<input type="checkbox"/> Quote <input type="checkbox"/> Informal Bid <input type="checkbox"/> Formal Bid <input type="checkbox"/> RFP	<input type="checkbox"/> Sole Source <input type="checkbox"/> Single Source <input type="checkbox"/> Brand Name <input type="checkbox"/> Emergency <input type="checkbox"/> Contract <input type="checkbox"/> Cooperative


Purchasing Comments:
RESPONSIBLE STEPS WERE TAKEN TO REACH OUT AND SPEAK WITH ALL VENDORS PRIOR TO BID TO OPEN FULL COMPETITION PRIOR TO BID SUBMITTALS. ICE MASTERS WAS OUR ONLY RESPONSE. IMMEDIATE DELIVERY IS AVAILABLE ON THE NEW CONTRACT BECAUSE THE EQUIPMENT IS ON-SITE – NO INTERRUPTION WILL OCCUR. PURCHASING SUGGEST THAT WE CONTINUE WITH OUR CURRENT ICE MACHINE RENTAL COMPANY ICE MASTERS UNDER THE NEW CONTRACT TERM!

<u>Vendor</u>	<u>Amount</u>	<u>Vendor</u>	<u>Amount</u>
PRECISION ICE SYSTEMS	NO RESPONSE		
SOUTHERN SERVICES	NO RESPONSE		
ALLIED REFRIGERATION	NO RESPONSE		

Provide review and Authorization: Department Please choose one. *If departments choice is other than "Accepting Bid As Recommended" please write your justification in the comment section below.*

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- Recommend Awarding Bid to _____
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- Requesting Additional Information Prior To Award
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Comments:

<input type="checkbox"/>	_____	<i>Comments</i>
	Dept. Division Signature of Authorization	Date
<input checked="" type="checkbox"/>		<i>Comments</i>
	Signature of Authorization Director of Court Services <i>Required Authorization for over \$5,000.00</i>	Date 4/25/2018
<input type="checkbox"/>	_____	<i>Comments</i>
	Signature of Authorization Court Administrator Mary Marquez <i>Required Authorization of the Court Administrator for Purchases of \$25,000.00 or greater, Single Source, Emergency Purchase, Contracts,</i>	Date
<input type="checkbox"/>	_____	<i>Comments</i>
	Signature of Authorization Presiding Judge, Judge Torrence <i>Required Authorization: Single Source Contracts over \$25,000.00 only - must include the Presiding Judge Signature (With advice of the Executive Management Committee).</i>	Date

Icemaker Rental – 3/29/18
BID #240040-18

Suzy Laughlin
Subject: Ice Machine Rental

Rec'd 4-19-18

7:27 AM

CIRCUIT COURT OF JACKSON COUNTY

415 East 12th Street, 8MEast
Kansas City, Missouri 64106
PHONE (816) 881-3782 • FAX (816) 881-3226
Email: suzy.laughlin@courts.mo.gov
Date: March 29, 2018

Invitation for Bid (IFB) #240040-18

FOR
Ice Machine Rental
Contract Duration: 3- Year
Contract Renewal: (3) 1 Year Periods

Invitation For Bid Due:
Bid Due Date is Monday, APRIL 23, 2018

Suzy Laughlin will be the point of contact for any questions that might arise relating to this IFB.

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Bids received after the deadline designated shall not be considered.



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Payment Remit to Address

Address: Same



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Ph: 816-881-3782

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3/30/18

DESCRIPTION: Ice Machine Rental

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PAGE 5,

4.0 SPECIFICATIONS – Ice Cuber with Ice/Water Dispenser

4.4 Ice and Water Dispenser with 200# ice storage

Ice - Masters, Inc.

Company Name

Nancy Yount

Vendor Representative

[Signature]
Signature

Icemaker Rental – 3/29/18

BID #240040-18

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Yes No Initials JKM

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9.1 The door in the Court's dock area will be locked and will have a video/audio connection to the Ground Floor Security Desk. Vendors will be granted access to the garage for the purpose of deliveries/work. The vendor will check in at the Security Desk and the Security personnel will contact the appropriate floor to verify the delivery/work. Once verified, the delivery/work will be permitted. The Court is not responsible for parking fees or tickets given by police for inappropriate parking areas or street parking where meters have expired.

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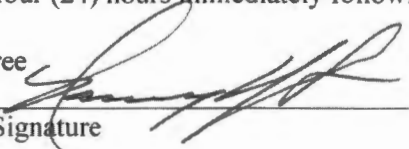
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Agree Disagree 

Signature

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Agree Disagree 

Signature

The bidder agrees that they have examined:

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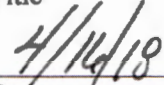
And that all prices quoted meet or exceed information provided in this IFB
And that Pricing Attachments; Renewal Options; Coop Procurement; Signature Page; Pricing Schedule; and Confidentiality Agreement has been submitted



Signature



Title



Date




Contract #240040-18

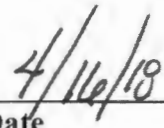
It is my understanding that information related to the above referenced contract has been provided to me on a need-to-know basis and that in accordance with the contract, all information, materials, and files reviewed in the performance of this contract shall be privileged and held confidential.

Therefore, I hereby agree not to share or discuss said information with any person(s) outside of the 16th Circuit Court without the express written consent of the 16th Circuit Court.

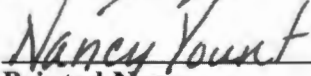
In the event that I should have reason to believe that the confidentiality of this information has been breached, I will notify the Court Administrator immediately.



Signature



Date



Printed Name



Company Name

**PRICING SCHEDULE
 Five (5) Ice Maker Units**

Location	MAKE & MODEL / Proposed	UNIT PRICE / MONTH	EXTENDED / YEAR
Jury Room/KC	Hoshizaki Cuber with dispenser & stand KML Series	\$ 175 ⁰⁰	\$ 2,100 ⁰⁰
1315 Locust	Manitowoc Dispenser and cuber - Space Limits	\$ 175 ⁰⁰	\$ 2,100 ⁰⁰
Jury Room Independence	Hoshizaki Cuber with dispenser and stand KML Series	\$ 203 ⁻	\$ 2,436 ⁰⁰
3 RD Floor Independence	Hoshizaki Cuber with dispenser and stand KML Series	\$ 213 ⁰⁰	\$ 2,556 ⁰⁰
9 th Floor - KC	Hoshizaki Cuber with dispenser and stand KML Series	\$ 175 ⁰⁰	\$ 2,100 ⁰⁰

Note: Reference Page 5 for equipment description per location

Date Units are Available for Delivery Immediate - Equipment Onsite

Vendor Representative / Point of Contact

Primary Representative Name: Nancy Yount	Phone Number 913-631-6900
---	-------------------------------------

Company Name; Jee - Masters Inc Authorized Signature 

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for annual maintenance of the Ascend computer software for use by the Assessment Department to Aumentum Technologies of Chicago, IL, at an actual cost to the County in the amount of \$366,451.00, as a sole source purchase.

RESOLUTION NO. 20869, February 14, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Assessment Department has a continuing need for the maintenance of its Ascend computer software; and,

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

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for the needed maintenance to Aumentum, Inc., d/b/a Aumentum Technologies (formerly Thomson Reuters) of Chicago, IL, at an actual cost to the County in the amount of \$366,451.00, as a sole source purchase; now therefore,

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

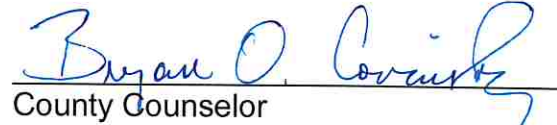
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment, on the contract.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20869 of February 14, 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 the Legislature

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

ACCOUNT NUMBER: 045 1403 56662
ACCOUNT TITLE: Assessment Fund
Collections
Software Maintenance
NOT TO EXCEED: \$366,451.00



Date



Chief Administrative Officer

Request for Legislative Action

Res. #20869
Sponsor: Tony Miller
Date: February 14, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20869
Sponsor(s):	Tony Miller	Legislature Meeting Date:	2/14/2022

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing the Purchase of Annual Software Maintenance Agreement pursuant to Jackson County Chapter 10, 1030.1, Sole Source, for use by the Collection Department from Aumentum (Thomson Reuters-Manatron) at a total cost to the County of \$366,451. This purchase is a Sole Source due to proprietary software maintenance.

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

Contact Information			
Department:	Collections	Submitted Date:	1/27/2022
Name:	Karey A. Schulze	Email:	KSchulze@jacksongov.org
Title:	Office Administrator	Phone:	816-881-3038

Budget Information			
Amount authorized by this legislation this fiscal year:			\$366,451
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$366,451
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
045 (Assessment Fund)	1403 (Collections)	56662 (Software Maintenance)	\$366,451

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20711	July 6, 2021

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

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

Fiscal Information	
<ul style="list-style-type: none"> There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered. 	

Request for Legislative Action

History

Karey A. Schulze at 1/27/2022 12:08:40 PM - [Submitted |]
Department Director: Karey A. Schulze at 1/28/2022 10:17:56 AM - [Returned for more information | add sole source memo]
Submitter: Karey A. Schulze at 1/28/2022 10:25:36 AM - [Submitted | Added sole source memo]
Department Director: Whitney S. Miller at 1/28/2022 11:44:53 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 1/28/2022 2:23:16 PM - [Approved |]
Compliance: Katie M. Bartle at 1/31/2022 9:25:10 AM - [Returned for more information | Aumentum is not in compliance. They can go to <https://jacomocompliance.com/login.php> to apply for a Certificate of Compliance. KMB 1/31/22]
Submitter: Karey A. Schulze at 2/2/2022 10:47:46 AM - [Submitted | Compliance Certificate has been issued]
Department Director: Whitney S. Miller at 2/2/2022 1:58:56 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/2/2022 2:15:56 PM - [Approved |]
Compliance: Katie M. Bartle at 2/2/2022 2:35:36 PM - [Approved |]
Finance (Budget): Mark Lang at 2/2/2022 4:23:26 PM - [Returned for more information | Please populate the top line on the Budget Info tab.]
Submitter: Karey A. Schulze at 2/2/2022 4:36:43 PM - [Submitted | Populated Budget Info]
Department Director: Whitney S. Miller at 2/3/2022 10:03:01 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/3/2022 11:21:26 AM - [Approved |]
Compliance: Katie M. Bartle at 2/3/2022 12:01:51 PM - [Approved |]
Finance (Budget): Mark Lang at 2/3/2022 4:23:43 PM - [Approved | The fiscal note is attached.]
Executive: Sylvya Stevenson at 2/4/2022 3:51:26 PM - [Approved |]
Legal: Elizabeth Freeland at 2/10/2022 10:09:23 AM - [Approved |]

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 140322001 000

Date: February 2, 2022

RES # 20869
eRLA ID #: 388

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
045 Assessment Fund		
1403 Collections	56662 Software Maintenance	\$ 366,451
		<u>\$ 366,451</u>

APPROVED
By Mark Lang at 4:21 pm, Feb 02, 2022

Budget Office



JACKSON COUNTY

Collection Department – Kansas City

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

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

Memo

To: Craig Reich, Purchasing Senior Buyer

From: Karey Schulze, Collections Office Administrator

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

Date: 01/27/22

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

I have entered e-RLA#388 for 2022 software maintenance for Aumentum (Thomson Reuters – Manatron) software used by the Departments of Assessment, Collection, Recorder of Deeds and Information Technology. Please see the attached invoice for breakdown of \$366,451.00 charge. Funding has been budgeted for 2022 in fund/account: 045-1403-56662-22. Also attached is the signed affidavit from Aumentum.

Invoice No. MANMN0001501
Date 10/27/2021
Due Date 1/1/2022
Customer No. 2545055
Page 1 of 1



Bill To

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

Ship To

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

Contract/Project Number	Purchase Order	Payment Terms	Currency	
	JAN-DEC2022	Start of Maint Period	HARRIS-US\$	
Item No	Description	Quantity	Unit Price	Amount
ASCEND-ASSMT-S	Ascend Assmt Admin Support: January 2022 to December 2022	1.00	334,710.00	334,710.00
ASCEND-PAYMENT-S	Ascend Payment Server Support: January 2022 to December 2022	1.00	4,576.00	4,576.00
ASCEND-STATEMENT-S	Ascend Statement Server Support: January 2022 to December 2022	1.00	4,576.00	4,576.00
ASCEND-WEBINQ-S	Ascend Web Inquiry Support: January 2022 to December 2022	1.00	7,401.00	7,401.00
NEWERA-S	New Era Spt for Ascend Client: January 2022 to December 2022	1.00	15,188.00	15,188.00
ASCEND-TREASURY-S	Ascend Treasury Mgmt Spt *INCLUDED*: January 2022 to December 2022	1.00	0.00	0.00

Remit To:
 Aumentum Technologies,
 a division of Manatron, Inc.
 PO Box 74008484
 Chicago, IL 60674-8484

Subtotal	366,451.00
Misc	0.00
Taxes	0.00
Freight	0.00
Total	366,451.00



Invoice Questions? Please call or email Renee Fuller at 866-471-2900 ext. 277723 or
ar_aumentum@harriscomputer.com

Thank you for your business!

Jackson County, Missouri

AFFIDAVIT

STATE OF Michigan)
) SS.
COUNTY OF Kalamazoo)

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

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

Manatron Inc./Aumentum Technologies
(Name of Bidder)

By Renee M. Fuller (Signature of Affiant)
SR exp 3-21-2024
Senior Accounting Clerk (Title of Affiant)

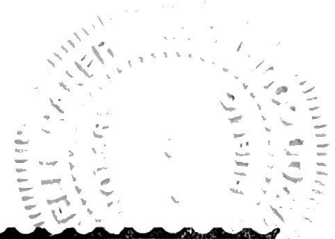
Subscribed and sworn to before me this 20th day of January, 2022

Michelle Haner

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

State of Michigan

My Commission Expires: 10-19-2025



MICHELLE HANER
Notary Public - State of Michigan
County of Kalamazoo
My Commission Expires Oct 19, 2025
Acting in the County of Kalamazoo

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Transportation Alternatives Fund Program Agreement with the Missouri Highways and Transportation Commission to allow for construction relating to the Little Blue Trace/Rock Island Trail Connector Grant Project, at no cost to the County.

RESOLUTION NO. 20870, February 14, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the County has been selected to receive funding through a grant under the Missouri Highway and Transportation Commission (MHTC) Transportation Alternatives Fund Program to be used to construct a 0.59 mile trail connecting the Rock Island Trail to a segment of the Little Blue Trace Trail at Missouri 350 Highway; and,

WHEREAS, the attached Transportation Alternatives Fund Program Agreement outlines the responsibilities of the MHTC and the County in connection with the project; and,

WHEREAS, the funding for this project will be provided pursuant to a follow-on agreement after the formal bidding process has been completed; and,

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

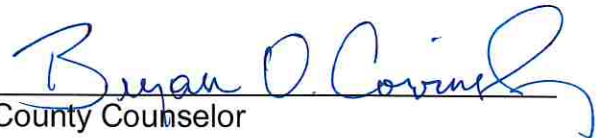
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the attached Agreement is approved and that the County Executive is authorized to execute on behalf of the County the attached Agreement and any other documents necessary to give effect to this Resolution.

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. 20870 of February 14, 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

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 03/17 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 3453(404)
Award Year: 2020
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ALTERNATIVES FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the County of Jackson (hereinafter, "County").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C. §101, §106 and §213; SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the County.

(2) LOCATION: The transportation alternatives funds which are the subject of this Agreement are for the project at the following location:

This project consists of connecting the Little Blue Trace Trail from the 350 Hwy and Noland Road area to the new Rock Island SUP. The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting

reasonable progress, the County agrees to repay the Commission for any progress payments made to the County for the project and agrees that the Commission may deduct progress payments made to the County from future payments to the County. The County may not be eligible for future Transportation Alternatives Funds if the County does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the County shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the County's wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The County shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the County and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's **Jackson County's District Engineer** is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act

on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the County agrees as follows:

(A) Civil Rights Statutes: The County shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the County is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The County shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The County shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the County. These apply to all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the County of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The County shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the County is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the County fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the County complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The County shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The County will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the County becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the County may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The County shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the County with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the County.

(11) ACCESS TO RECORDS: The County and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the County receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the County,

and the County may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the County" is to be substituted. The County agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, County shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the County and written acceptance by the Commission, the Commission shall acquire right of way for the County. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of County, and the County will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the County. The County shall pay into court all awards and final judgments in favor of any such condemnees. The County shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(14) MAINTENANCE OF DEVELOPMENT: The County shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the County shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the County shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the County fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the County in writing of the County's failure to maintain the improvement. If the County continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the

improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the County. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The County shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the County as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by County. Any costs incurred by County prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$475,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of County. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The County may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The County shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the County has not paid the vendor prior to receiving reimbursement, the County must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The County shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein

improvements. If this improvement is on the right of way of the Commission, the County must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The County shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the County's contractor and subcontractor on the herein project. The County shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the County of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the County's proposal for the work to be performed. The County shall submit for Commission approval a DBE goal or plan. The County shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The County shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the County, through the Commission, any monies due. The County shall refund any overpayments as determined by the final audit.

(26) OMB AUDIT: If the County expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the County expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the County may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The County shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by County _____(DATE).

Executed by Commission _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

JACKSON COUNTY, MISSOURI

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

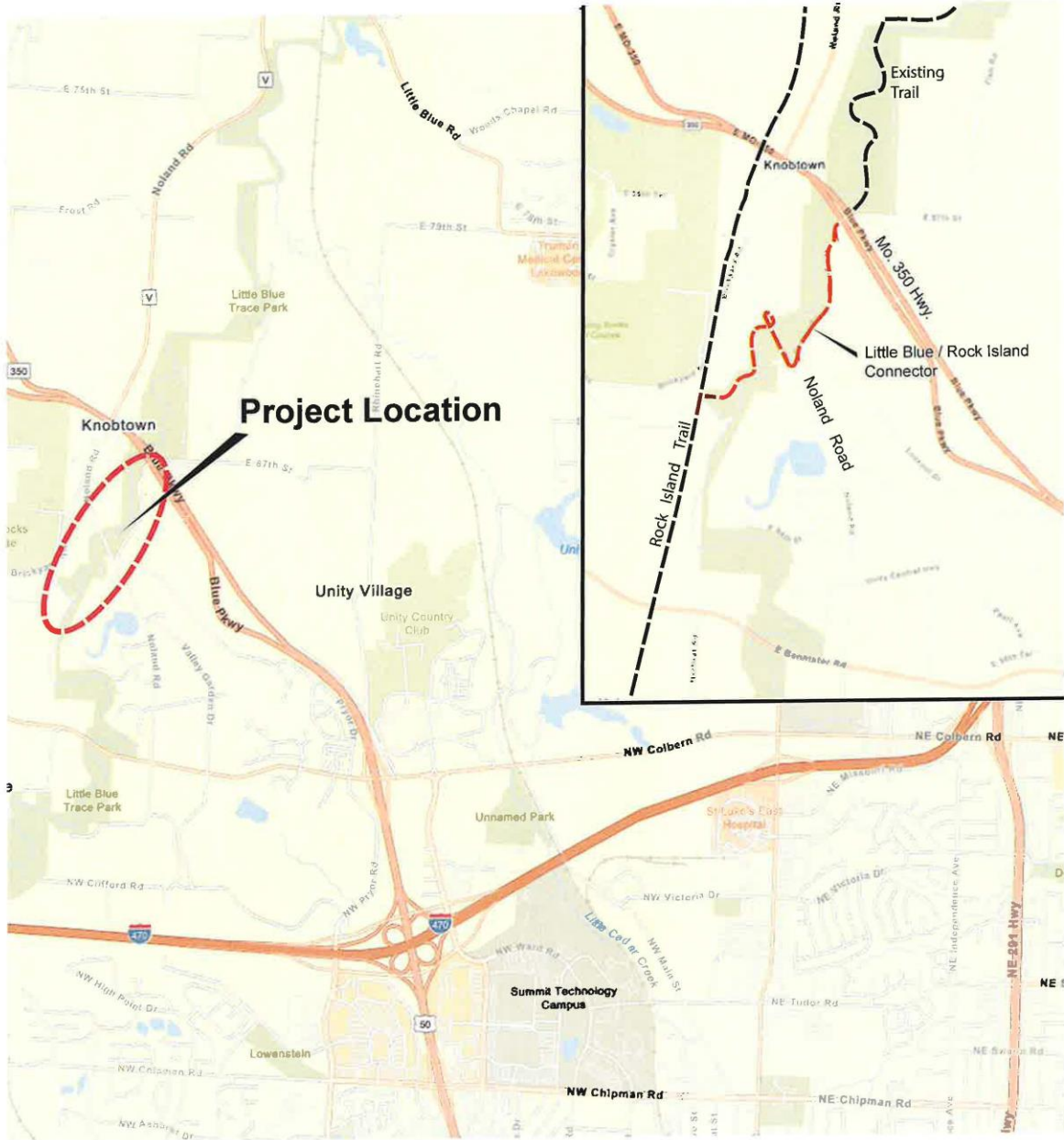
Commission Counsel

Title _____

Ordinance No _____

**If contracting party is a County with a county commission form of government, the execution page needs to be modified to allow the three county commissioners to execute the agreement.*

Exhibit A - Location of Project



TAP-3453(404) - Jackson - Little Blue / Rock Island Connector
Project Location Map

Exhibit B – Project Schedule

Project Description: TAP-3453(404) This project consists of connecting the Little Blue Trace Trail from the 350 Hwy and Noland Road area to the new Rock Island SUP.

Task	Date
Date funding is made available or allocated to recipient	10/01/2019
Preliminary and Right-of-Way Plans Submittal (if Applicable)	03/01/2022
Plans, Specifications & Estimate (PS&E) Submittal	04/01/2022
Plans, Specifications & Estimate (PS&E) Approval	07/15/2022
Advertisement for Letting	08/01/2022
Bid Opening	09/01/2022
Construction Contract Award or Planning Study completed (REQUIRED)	10/31/2022

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

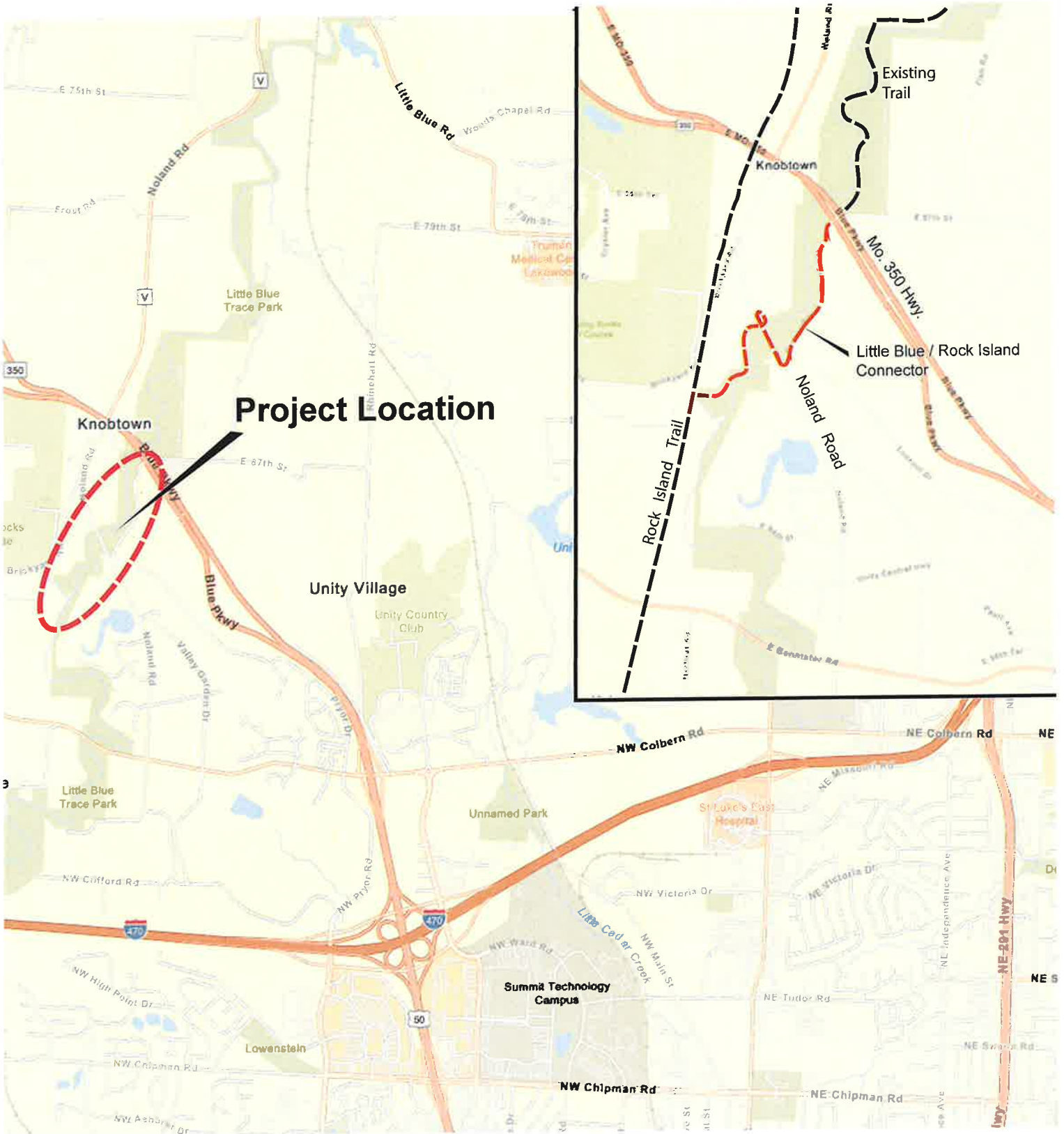
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



TAP-3453(404) - Jackson - Little Blue / Rock Island Connector
Project Location Map



Little Blue Trace / Rock Island Connector

Request for Legislative Action

Resolution No. : 20870
Sponsor: Tony Miller
Date: February 14, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20870
Sponsor(s):	Tony Miller	Legislature Meeting Date:	2/14/2022

Introduction
Action Items: ['Authorize']
Project/Title:
Approval of Missouri Highways and Transportation Commission Transportation Alternatives Fund Program Agreement for Construction of the the Little Blue Trace/Rock Island Trail Connector Grant Project

Request Summary
Jackson County has been selected to receive funding through a grant under the Transportation Alternatives Fund Program to be used to construct a 0.59 mile trail connecting the Rock Island Trail to a segment of the Little Blue Trace Trail at Mo. 350 Highway. We are requesting authorization for the County Executive to execute the attached Program Agreement between the Missouri Highways and Transportation Commission and Jackson County. This agreement does not obligate the expenditure of funds by the County. Rather, this agreement sets forth a Reasonable Progress Policy and the respective responsibilities of each party as the project proceeds through the project development process. Appropriation of funding for the project will occur subsequent to this agreement. A formal bid for construction is anticipated to be let during the fall of 2022.

Contact Information			
Department:	Parks + Rec	Submitted Date:	1/27/2022
Name:	Bruce M. Wilke	Email:	BWilke@jacksongov.org
Title:	Landscape Architect	Phone:	816-503-4802

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:
19777	March 19, 2018

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

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

History

Bruce M. Wilke at 1/27/2022 1:06:19 PM - [Submitted |]
Department Director: Michele Newman at 1/28/2022 10:26:43 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 1/28/2022 10:48:35 AM - [Not applicable |]
Compliance: Katie M. Bartle at 1/28/2022 11:33:36 AM - [Approved |]
Finance (Budget): Sarah L. Matthes at 1/31/2022 7:52:46 AM - [Approved |]
Executive: Sylvya Stevenson at 1/31/2022 10:21:49 AM - [Approved |]
Legal: Elizabeth Freeland at 2/8/2022 2:58:49 PM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Counselor to execute a Legal Services Agreement and Addendums to existing Legal Services Agreements with certain lawyers and law firms at an aggregate cost to the County not to exceed \$56,700.00, for services to be performed in 2022.

RESOLUTION NO. 20871, February 14, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the County Counselor recommends that he be authorized to execute a Legal Services Agreement and Addendums to existing Legal Services Agreements with certain lawyers and law firms to provide legal services to the County in certain new and ongoing matters; and,

WHEREAS, the Lawyers and law firm for which Agreements and Addendums are recommended, the services to be provided, and not to exceed amounts for services to be performed in 2022, are as follows:

<u>Lawyer/Law Firm</u>	<u>Matter</u>	<u>Amount</u>
Ronald L. Jurgeson Lee's Summit, MO	Merit System Commission Representation	\$7,200.00
William G. Snyder Independence, MO	Assessment, Collection, and Recorder of Deeds Issues	\$42,000.00
Encompass Resolution Kansas City (Jackson County), MO	HR Investigation	\$ 7,500.00
Husch Blackwell Kansas City (Jackson County), MO	Employment Discrimination Matter	Time extension only
	Total	<u>\$56,700.00</u>

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Counselor be and hereby is authorized to execute a Legal Services Agreement and Addendums to the existing Legal Services Agreements with the lawyers and/or law firms identified in this Resolution, for a term ending December 31, 2022, at an aggregate cost to the County not exceed \$56,700.00; and,

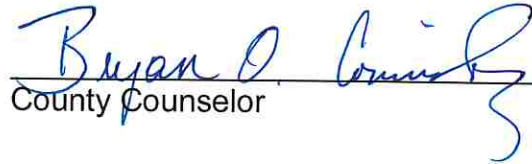
BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payments, on the Agreement and Addendums.

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. 20871 of February 14, 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

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

ACCOUNT NUMBER: 001 1101 56020

ACCOUNT TITLE: General Fund
County Counselors

Legal Services

NOT TO EXCEED: \$56,700.00

2/10/2022

Date



Chief Administrative Officer

Request for Legislative Action

Res. #20871
Sponsor: Charlie Franklin
Date: February 14, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20871
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	2/14/2022

Introduction
Action Items: ['Authorize']
Project/Title:
A RESOLUTION authorizing the County Counselor to execute a Legal Services Agreement and an Addendums to existing Legal Services Agreements with certain lawyers and law firms at an aggregate cost to the County not to exceed \$56,700.00, for services to be performed in 2022.

Request Summary																		
the Lawyers and law firm for which Agreements and Addendums are recommended, the services to be provided, and not to exceed amounts for services to be performed in 2022, are as follows:																		
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Lawyer/Law Firm</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Matter</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td>Ronald L. Jurgeson, Lee's Summit, MO, Merit System Commission Representation,</td> <td></td> <td>\$7,200.00</td> </tr> <tr> <td>William G. Snyder, Independence, MO, Assessment, Collection, and Recorder of Deeds Issues,</td> <td></td> <td>\$42,000.00</td> </tr> <tr> <td>Encompass, Kansas City (Jackson County), MO, HR Investigation,</td> <td></td> <td>\$7,500.00</td> </tr> <tr> <td>Husch Blackwell, Kansas City (Jackson County), MO, Employment Discrimination Matters, Time extension only</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td></td> <td>\$56,700.00</td> </tr> </tbody> </table>	<u>Lawyer/Law Firm</u>	<u>Matter</u>	<u>Amount</u>	Ronald L. Jurgeson, Lee's Summit, MO, Merit System Commission Representation,		\$7,200.00	William G. Snyder, Independence, MO, Assessment, Collection, and Recorder of Deeds Issues,		\$42,000.00	Encompass, Kansas City (Jackson County), MO, HR Investigation,		\$7,500.00	Husch Blackwell, Kansas City (Jackson County), MO, Employment Discrimination Matters, Time extension only			Total		\$56,700.00
<u>Lawyer/Law Firm</u>	<u>Matter</u>	<u>Amount</u>																
Ronald L. Jurgeson, Lee's Summit, MO, Merit System Commission Representation,		\$7,200.00																
William G. Snyder, Independence, MO, Assessment, Collection, and Recorder of Deeds Issues,		\$42,000.00																
Encompass, Kansas City (Jackson County), MO, HR Investigation,		\$7,500.00																
Husch Blackwell, Kansas City (Jackson County), MO, Employment Discrimination Matters, Time extension only																		
Total		\$56,700.00																

Contact Information			
Department:	County Counselor	Submitted Date:	2/8/2022
Name:	Elizabeth Freeland	Email:	EFreeland@jacksongov.org
Title:	Litigation Paralegal	Phone:	816-881-3352

Budget Information			
Amount authorized by this legislation this fiscal year:			\$56,700
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$56,700
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1101 (County Counselor)	56020 (Legal Services)	\$56,700

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20855	January 24, 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: Not bid - not reviewed - see notes	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered. 	

Request for Legislative Action

History

Elizabeth Freeland at 2/8/2022 12:31:59 PM - [Submitted | For introduction 2/14 per Jay Haden. Please approve ASAP. Thanks!]

Department Director: Jay D. Haden at 2/8/2022 12:47:10 PM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 2/9/2022 11:50:20 AM - [Not applicable |]

Compliance: Katie M. Bartle at 2/9/2022 1:34:29 PM - [Approved | Encompass Resolution is not in compliance. Their application is with Assessment. KMB 2/9/22]

Finance (Budget): Mark Lang at 2/9/2022 3:18:43 PM - [Returned for more information | Returned at the request of the Audit Office.]

Submitter: Elizabeth Freeland at 2/9/2022 3:41:50 PM - [Submitted | Encompass is now compliant.]

Department Director: Jay D. Haden at 2/9/2022 3:52:27 PM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 2/9/2022 4:11:48 PM - [Not applicable |]

Compliance: Katie M. Bartle at 2/9/2022 4:24:30 PM - [Approved | With the exception of Husch Blackwell, these contracts have not been reviewed for goals.]

Finance (Budget): Mark Lang at 2/10/2022 9:32:47 AM - [Approved | The fiscal note is attached.]

Executive: Troy Schulte at 2/10/2022 9:43:38 AM - [Approved |]

Legal: Elizabeth Freeland at 2/10/2022 10:14:54 AM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of a Stepp Manufacturing Hot Box Trailer for use by the Public Works Department to American Equipment Company of Kansas City, KS, under the terms and conditions set forth in the National Cooperative Purchasing Alliance (NCPA) Contract No. 05-26, an existing competitively bid government contract, at an actual cost to the County in the amount of \$73,134.00.

RESOLUTION NO. 20872, February 14, 2022

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, the Public Works Department has a need for Stepp Manufacturing Hot Box Trailer to be utilized for County right-of-way maintenance and the annual Road Program; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a contract for this equipment, under the terms and conditions set forth in the NCPA Contract No. 05-26, an existing competitively bid government contract, to American Equipment Co. of Kansas City, KS, at an actual cost to the County in the amount of \$73,134.00; and,

WHEREAS, award under the existing government contract is recommended as this contract provides better discounts than would be available if the County bid separately; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing competitively bid government contract as recommended by

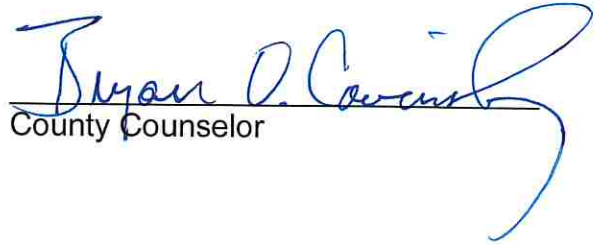
the Director of Finance and Purchasing and that the Director be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and,

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

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20872 of February 14, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

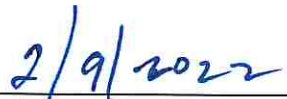
Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 004 1011 58110
ACCOUNT TITLE: Special Road & Bridge Fund
Public Works - Fleet Replacement
Heavy Machinery & Equipment
NOT TO EXCEED: \$73,134.00



Date



Chief Administrative Officer

Request for Legislative Action

Res. #20872
Sponsor: Jalen Anderson
Date: February 14, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20872
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	2/14/2022

Introduction
Action Items: ['Authorize', 'Award']
Project/Title:
Authorizing the purchase of a Stepp Manufacturing Hot Box Trailer for use by Public Works Road & Bridge Division under the following terms and conditions.
1. Stepp Manufacturing brand Hot Box Trailer from American Equipment Company of Kansas City, KS under the term and conditions of NCPA Contract No. 05-26, an existing competitively bid contract.
Cost: \$73,134.00

Request Summary
The Department of Public Works requests the authorization to spend existing County Improvement funds on the following piece of equipment utilizing another competitively bid government contract. The following equipment listed is in accordance with the Public Works Road & Bridge Division specialty Fleet Replacement Program. This equipment is critical to Public Works Road & Bridge functions and is utilized for County right-of-way maintenance and the Annual Road Program. The following equipment is necessary and is part of the County's Fleet Replacement Program.
Stepp Manufacturing brand Hot Box Trailer: \$73,134.00 Public Works Road & Bridge requests using NCPA Contract No. 05-26 for the purchase of a Stepp Manufacturing brand Hot Box Trailer. This is an existing competitively bid contract, and the order will be filled by American Equipment Company of Kansas City, KS.
Pursuant to Section 1030.4 of the Jackson County Code, the Public Works Department recommends the purchase of a Hot Box Trailer from American Equipment Company of Kansas City, KS under the terms and conditions of NCPA Contract No. 05-26, an existing, competitively bid government contract.

Contact Information			
Department:	Public Works	Submitted Date:	1/28/2022
Name:	Matt E. Willier	Email:	MWillier@jacksongov.org
Title:	Assistant Road & Bridge Administrator	Phone:	816-847-7083

Request for Legislative Action

Budget Information			
Amount authorized by this legislation this fiscal year:			\$73,134
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$73,134
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
004 (Special Road & Bridge Fund)	1011 (Public Works - Fleet Replacement)	58110 (Heavy Machinery & Equipment)	\$73,134

Request for Legislative Action

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

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered. 	

Request for Legislative Action

History

Matt E. Willier at 1/28/2022 10:12:22 AM - [Submitted |]
Department Director: Brian Gaddie at 2/1/2022 10:37:48 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/3/2022 11:40:27 AM - [Approved |]
Compliance: Katie M. Bartle at 2/3/2022 12:05:58 PM - [Approved |]
Finance (Budget): Mark Lang at 2/3/2022 4:32:25 PM - [Returned for more information | There is not money budgeted in 58120. It looks like for 2022 the money is already where it needs to be, so please eliminate the transfer and just use 58110 for this RLA.]
Submitter: Matt E. Willier at 2/4/2022 7:23:33 AM - [Submitted |]
Department Director: Brian Gaddie at 2/4/2022 10:12:44 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/4/2022 11:53:30 AM - [Approved |]
Compliance: Katie M. Bartle at 2/7/2022 8:52:04 AM - [Approved |]
Finance (Budget): Mark Lang at 2/8/2022 9:39:46 AM - [Approved | The fiscal note is attached.]
Executive: Sylvia Stevenson at 2/8/2022 10:28:59 AM - [Approved |]
Legal: Katherine Henry at 2/9/2022 2:07:15 PM - [Approved |]



EQUIPMENT CO.

3250 Harvester Road

Kansas City, Kansas 66115

(Phone) 913-342-1450 (Fax) 913-342-1377

sales@americanequipment.us

QUOTATION

DATE	Quotation #
1/28/2022	012822/12RK

NAME / ADDRESS
Jackson County Road & Bridge Division Department of Public Works P.O. Box 160 Grain Valley, MO 64029

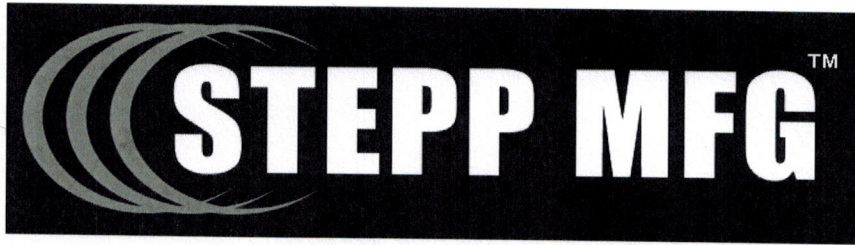
TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #
	Due on Rece...	REK		816-847-7063	816-847-7099

QTY	ITEM	DESCRIPTION	U/M	COST	Total
1	300	Pricing per NCPA Contract #05-26: Stepp SPHOJ-3.0 (4 ton) Oil Jacketed, Auger Discharge Hot Box Trailer: Base unit includes: Diesel Burner, Automatic Temperature Controls, Oil Jacketed Heat, Auger Delivery, Hydraulic Top Doors, Diesel Engine, Engine Enclosure, Electric Brakes, and a 2 Light System Included: - 7 pole RV style trailer plug - Pintle style hitch		59,992.68	59,992.68
1	300	- Electric Overnight Heat 220V 3000W (hot mix use)*		6,690.24	6,690.24
1	300	- Washdown System*		1,034.15	1,034.15
1	300	- Hose Reel for Washdown*		774.39	774.39
1	300	- Tack Tank- 40 gal, Diesel Heat, Auto Temp, Spray System*		15,882.93	15,882.93
1	300	- Hose Reel for Tack Hose		995.12	995.12
1	300	- Compactor Plate Carrier		2,354.88	2,354.88
		Subtotal			87,724.39
	Discount-Parts	Discount		-18.00%	-15,790.39
1	300	Freight		1,200.00	1,200.00

Quoted by Ryan Keith	Total	\$73,134.00
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This quote is valid for 30 days. Applicable taxes not included.



12325 River Road, North Branch, MN 55056

SPHOJ PRICING 2021

Phone: 651-674-4491 Fx: 651-674-4221

jason@steppmfg.com

laura@steppmfg.com

carl@steppmfg.com

charlie@steppmfg.com

WWW.STEPPMFG.COM

Stepp Oil Jacketed Premix Heater- SPH-OJ

Each base unit includes: Diesel Burner, Automatic Temperature Controls, Oil Jacketed Heat, Auger Delivery, Hydraulic Top Doors, Diesel Engine, Engine Enclosure, Electric Brakes, and a 2 Light System

SIZE	MSRP	18% Discount	Qty	Extended
2.0 Cubic Yard (3 ton)	52653.66	43,176.00		
3.0 Cubic Yard (4 ton)	59992.68	49,194.00	1	49194.00

HEAT OPTIONS

Diesel Burner Enclosure*	684.15	561.00		
7 Day 24 Hr Diesel Burner Timer (requires battery charger)	684.15	561.00		
Electric Overnight Heat 110V 1500W (cold mix use)	3010.98	2,469.00		
Electric Overnight Heat 220V 3000W (hot mix use)*	6690.24	5,486.00	1	5486.00

TRAILER OPTIONS

Flush Mounted Strobe Light (SET OF 2)*	941.46	772.00		
Beacon Style Strobe Light	470.73	386.00		
Arrowboard	1954.88	1,603.00		
10# Fire Extinguisher	358.54	294.00		
Tool Box 10"x10"x24"	504.88	414.00		
SMV Sign	250.00	205.00		
Spare Tire w/ Holder	700.00	574.00		
Compactor Plate Carrier*	2354.88	1,931.00	1	1931.00
Front Mount Spoils Bin (not available with tack tank Opt.)*	917.07	752.00		
15 Gallon Plastic Water Tank	689.02	565.00		
Stainless Steel Tool Holder*x2	170.73	140.00		
Battery Charger	684.15	561.00		
LP Hand Torch w/ 20# LP Bottle	1134.15	930.00		
Hose Reel for Hand Torch	1137.80	933.00		
Washdown System*	1034.15	848.00	1	848.00
Hose Reel for Washdown*	774.39	635.00	1	635.00
Shovel Cleaning Compartment*	1007.32	826.00		
Camera System	1904.88	1,562.00		
Bomag BVP 10/36 Plate Compactor		POR		
Bomag BV18/45Plate Compactor		POR		
Bomag BW55E Single Drum Roller		POR		
Wacker WP 1550 AW Plate Compactor		POR		

Compactor Plate Carrier hold down	625.61	513.00		
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TACK TANK OPTIONS

Tack Tank- 40 gal, Diesel Heat, Auto Temp, Gravity Discharge	6032.93	4,947.00		
Tack Tank- 40 gal, Diesel Heat, Auto Temp, Spray System*	15882.93	13,024.00	1	13024.00
Electric Overnight Heat for Tack Tank 110V 1500W*	1982.93	1,626.00		
Hose Reel for Tack Hose	995.12	816.00	1	816.00
Aluminum Wand in lieu of Steel	1007.32	826.00		

LIGHT OPTIONS

LED LIGHTS	1107.32	908.00		
TRACTOR TRAILER 7 PIN ROUND CONVERTER	600.00	492.00		
6 Pin Round	0.00	0.00		
7 Pin RV	0.00	0.00	1	

BRAKE OPTIONS

Hydraulic Brakes- Tandem Axle	1319.51	1,082.00		
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PAINT (MUST CHOOSE ONE)

Hwy Orange	0.00	0.00	1	
Black	0.00	0.00		
Equipment Yellow	0.00	0.00		
Safety Yellow	0.00	0.00		
Special Paii _____	1345.12	1,103.00		

HITCH (MUST CHOOSE ONE)

2-5/16" Ball	0.00	0.00		
3" Pintle	0.00	0.00	1	

FREIGHT AND TRAINING FOB Factory North Branch MN

Price Per Loaded Mile (excluding Alaska,Hawaii POR)	2.50	480	1200.00
Operator Training Travel Expence Per Mile	1.50		

*Options recommended by Stepp Mfg. Co., Inc.

0.000 %

SUBTOTAL	73,134.00
TAX	0.00
TOTAL	73,134.00

Business:	Phone:	Contact:	Location:
A&H Equipment	412-580-0506	Jason Kelley	1405 Nagy Way Harrisburg PA 17110
A&H Equipment	800-753-7566	E.J. Webber	620 W Beaver St Zelienople PA 16063
A&H Equipment	814-444-6403		241 East Garrett St Somerset PA 15501
AllTrade	905-550-0872	David Dobromilsky	560 Sheldon DR Cambridge,OT Canada N1T0A4
American Equipment	913-342-1450	Ryan Keith	3250 Harvester Rd Kansas City KS 66115
Ameritech Equipment	307-858-3376	Dave Meeker	970 Oildale St Evansville WY 82636
Arrow Construction & Supply	509-435-1421	Heath Nave	9915 East Trent Ave Spokane Valley WA 99206
Bonnell Industries Inc	815-284-3819	Jason Bonnell	1385 Franklin Grove Rd Dixon IL 61021-9150
Brewpro Inc	513-577-7200	Jim Kahl	9483 Reading Rd Cincinnati OH 45215
Chief Road Supply	308-520-7376	Jory Torres	1020 East 7th St North Platte NB 69101
Courson Equipment	775-841-9300	Chris Courson	2384 S Curry St Carson City NV 89703
Cyncon	800-429-6266	Rick Stone	7494 W. Henrietta Road Rush, NY, 14543
Ecor Equipment Company	720-557-3059	Susie Schmitz	10001 E 102 Ave Unit C Henderson CO 80640
Enoven Truck Equipment	916-372-9692	Sam Enochian	5125 Caterpillar Rd Reading CA 96003
Environmental Equipment	623-434-0777	Chuck Kelley	16621 N45 Place Phoenix AZ 85032
Envirotech Equipment	262-951-8979	Dave Bogie	19750 W Edgewood Lannon WI 53046
FRS Canada	204-774-5079	Richard Jones	465 Lucas Ave Winnipeg MB Canada R3C2E-6
Greenway Sales	845-517-9290	Charlie VanHaaster	165 Stone Castle Rd Rock Tavern NY 12575
Ingram Equipment	205-663-3946	Jeff Martin	11 Monroe Dr Pelham AL 35124
Insta-Mix	514-643-4649	John Marchese	10685 Baul HenriBouras Montreal QB Canada H1C-1G7
JC Madigan	978-847-2900	Tim Madigan	450 Old Union TurnPike Lancaster MA 01523
Jet-Vac Equipment	803-494-4430	Hilary Hodge	5746 Broad S Sumter SC 29154
Jet-Vac Equipment	470-867-8535		5500 S Cobb Dr Bld 200 Suite 210 Atlanta GA 30339
Jet-Vac Equipment	689-244-9515		1350 Sheeler Ave Bld 12 Unit 7 Apopka FL 32703
Jet-Vac Equipment	865-304-5909		781 Frost Bottom Rd Oliver Springs TN 37840
Kinloch Equipment Corp Office	713-473-6213	Daniel Federico	3320 Pasadena Blvd Pasadena TX 77503
Kinloch Equipment	210-881-9344		3816 Binz Engleman Rd Suite B-101 San Antonio TX 78219
Kinloch Equipment	817-649-5900		763 109 St Arlington TX 76011
Koenig Body	309-673-7435	Mark Koenig	2428 W Farmington Rd Peoria IL 55345
Kilburg Equipement	563-590-2455	Jesse Kilburg	58278 50th St Sabula IA 52070
RPM Machinery	317-223-9192	Mel Crago	3850 Heritage Dr Lebaron IN 44221
RPM Machinery	260-305-5705		3911 Limestone Dr Fort Wayne IN 44221
RPM Machinery	765-300-3717		2691 Schuyler Ave Lafayette IN 43218
Sistema Mecanicos	818-336-1628	Alex Garcia	EJE Central Lazaro Cardenas 580-L01 Colonia Alamos, Benito Juarez Mexico
W.E. Timmerman	908-534-4126	Nathan Timmerman	3554 Route 22 West Whitehouse NJ 08888

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

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

RESOLUTION NO. 20873, February 14, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has applied to the Jackson County Board of Services for the Developmentally Disabled – EITAS, for funding assistance for the Department's Special Population Services Division in 2022; and,

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

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

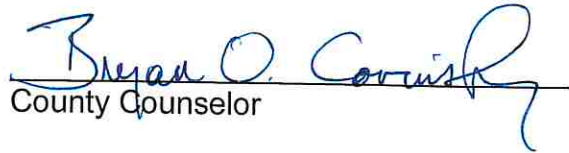
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Contract with the Jackson County Board of Services for the Developmentally Disabled.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20873 of February 14, 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

Jackson County Parks & Recreation - 2022

Contract

This Contract entered into this 1st day of January 2022, by and between Jackson County, in behalf of Jackson County Parks and Recreation's Special Population Services, hereinafter referred to as "Provider", and Developmental Disability Services of Jackson County – Eitas, hereinafter referred to as "Eitas".

1. **Contract**

Eitas agrees to contract with Provider to fund specific services as described in the Provider's Proposal dated September 7, 2021 and approved by the Eitas Board of Directors on December 9, 2021.

Eitas has agreed to fund up to \$200,000 for these services.

2. **Term**

The term of this Contract shall be one year from January 1, 2022 to December 31, 2022.

3. **Client List**

The Provider shall provide to Eitas a list of all clients served in its program (those with a developmental disability and those without) for the prior six months and for each and every client as much of the following available information will be provided:

- (a) Date of birth;
- (b) Address, Provider and Zip Code;
- (c) Disability of each client;
- (d) Name of Sheltered Workshop in which client is employed or is supervised by;
- (e) Name and type of Residence facility in which client resides or is supervised by;
- (f) Percentage of clients in program who are residents of Jackson County, Missouri, who have developmental disabilities

pursuant to 205.968 R.S.Mo. et seq., and who are served by a Sheltered Workshop or Residential facility program.

At least two-thirds (2/3) of all clients participating in this program must "Eligible Persons" and meets Eitas' eligibility requirements as follows:

The term "Eligible Persons" for purposes of this Contract includes any person who is a resident of Jackson County, Missouri and has a primary diagnosis of a developmental disability.

For purposes of the preceding sentence, a developmental disability means either or both of:

- (i) A disability which is attributable to an intellectual disability, cerebral palsy, autism, epilepsy, a learning disability related to a brain dysfunction or a similar condition found by comprehensive evaluation to be closely related to such conditions or require habilitation similar to that required for a person with an intellectual disability which originated before age 22 and which can be expected to continue indefinitely; and
- (ii) A developmental disability as defined from time to time in Section 630.005 of the Statutes.

Persons with a primary diagnosis of a mental illness shall not be deemed eligible for Eitas funding.

Determination of who is a resident of Jackson County, Missouri shall, in situations in which there is doubt, and for all purposes of this Contract, be made by Eitas.

Both Provider and Eitas shall adhere to confidentiality standards and HIPAA regulations, pursuant to those governing the disclosure of client information as outlined by the Kansas City Regional Office concerning the release of specific client information.

4. Accountability

- (a) As part of its funding contingencies, Eitas requires Provider to implement an agency wide Outcomes Measurement System for Eligible Persons served based upon the Missouri Quality Outcomes. As such, Provider will work collaboratively with

eitas Agency Relations staff to develop measurable indicators for selected Missouri Quality Outcomes, as categories that are relevant to their programs/services, to include: participant satisfaction, efficiency, effectiveness, and/or access.

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

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

(b) In the event that Eitas representatives become aware of problems, or observe situations that are detrimental to Eitas funded persons, Eitas will provide a written report to Provider detailing the issues.

A written response including an action plan and persons responsible for resolution shall be presented to Eitas within an agreed upon timeframe. Failure to address problems and issues brought to the attention of Provider may result in withholding or suspension of Eitas funding.

(c) Provider will comply with all local, state, and federal law. Provider will not discriminate against any Eligible Person on the basis of age, sex, religion, race or ethnicity, disability, sexual orientation, or financial status.

Provider shall maintain in effect an affirmative action policy, a sexual harassment policy, and a drugs and alcohol policy that are acceptable to Eitas and, in the case of the drugs and alcohol policy, satisfies all applicable standards for such policies applicable to drivers established by any transit authority with jurisdiction over Provider.

Provider will not use or permit the use of Eitas owned facilities for religious purposes.

5. Contract Billing and Payment

(a) The Provider shall, within 15 days following the end of each month during the Term, deliver to Eitas an invoice for compensation due under this Contract for the preceding month.

Each invoice shall provide information about the Services provided under this Contract for the preceding month that is sufficient for Eitas to confirm the amount of compensation owed by Eitas to Provider each such month, and each such invoice shall be signed by appropriate official of Provider and shall be certified by Provider to Eitas as being true and correct.

(b) The Provider shall on the monthly invoice list the name, title, and responsibilities of each employee, the dates so employed, and the amounts paid to said employees.

The Provider also further agrees to submit to Eitas with its quarterly reports, an activity report which document the number of events/programs provided the total number of individuals attending each event/program, and the number of developmentally disabled residents of Jackson County attending each event/program under the Provider program.

6. Eitas Policies

The Provider shall abide by the philosophy and written policies adopted by Eitas that pertain to related services. Eitas shall provide to the Provider a copy of all such policies and at all times as Eitas adopts new written policies. Any proposed policy shall be mailed to the Provider in advance of Eitas meeting at which any new policies will be considered for adoption by Eitas.

7. Religious Use

Provider agrees that it will not directly or indirectly use any Eitas owned facility for religious purposes, nor will Provider use any funds from Eitas either directly or indirectly for religious purposes.

8. Sexual Harassment Policy

Provider shall have in place a sexual harassment policy and submit a copy of the same to Eitas. Such policy shall include verified on-going training for all personnel relating to sexual harassment and adequate procedural safeguards to report a complaint by either staff or clients.

9. Health Insurance Portability and Accountability Policy

Provider, if required by law, shall comply with all requirements of the Health Insurance Portability and Accountability Act hereinafter referred to as "HIPAA", as well as any and all federal rules and regulations pertaining to "HIPAA", as well as any and all federal rules and regulations pertaining to "HIPAA".

The parties further agree to timely enter into additional agreements or contracts as required by law to implement the requirements of "HIPAA". Provider shall submit to Eitas a copy of its policies regarding the same within thirty (30) days of the date any such policies are required by "HIPAA" law regulations.

10. Invoices

(a) Invoices for services rendered received 45 days or more after the month of service shall not be honored for payment unless approved by Eitas. All bills for services for calendar year 2020 must be submitted to Eitas by January 15, 2021.

(b) Eitas reserves the right to audit all invoices and to reject any invoice for good cause, including but not limited to the following reasons:

(i) The original invoice is not signed by the appropriate official of the Provider.

(ii) The units invoiced for an authorized client or service are in excess of the amount provided in the Budget.

(iii) The invoice includes services or costs not authorized by Eitas.

(iv) The amounts invoiced for an authorized cost or services are in excess of the known amounts provided.

(v) The price for a cost or service differs from the agreed upon price.

(c) Eitas retains the right to deduct from an invoice of the Provider any overpayment made by Eitas on a prior invoice

(d) Eitas retains the right to make invoice corrections/changes with appropriate notification to the Provider

(e) An invoice system must be developed which will enable Eitas to track and account for its dollars through a reporting process, which will be provided to Provider by Eitas.

Such reporting procedures will be jointly reviewed by the parties prior to utilization. The reporting system shall be basically the same as that required of other agencies funded by Eitas and consistent with Eitas' financial systems management policies set forth in the Policy and Procedures manual and the Funding Application packet.

(f) Eitas will pay the Provider for all services provided based on actual costs to the Provider that shall be documented to Eitas by appropriate documentation.

Unless, otherwise provided, Eitas shall not pay the Provider a monthly pro-rated amount based on the yearly contract.

11. Notices

Provider shall give to Eitas' Executive Director written notice of:

- (i) The death of an Eligible Person;
- (ii) A serious accident involving an Eligible Person;
- (iii) A life-threatening illness of an Eligible Person;
- (iv) The making of any formal allegations of mistreatment of an Eligible Person;
- (v) Notice of any investigation including but not limited to misuse of funds of an Eligible Person;
- (vi) Abuse, neglect, death or other investigation initiated by any accreditation or regulatory or other investigatory body with similar status, in each case within 24-hours after the Provider becomes aware of the occurrence of such event.

In addition, Provider shall furnish Eitas' Executive Director copies of:

(i) Any and all reports issued by an investigatory agency promptly but to not exceed five work days of receipt concerning their respective findings;

(ii) Any corrective action plan or quality improvement plan or recommendations issued to Provider as a result of an investigation; and

(iii) Any other Provider response to an investigation.

(iv) Provider also agrees to keep Eitas' Executive Director informed as to the course of any investigation and take active steps to secure any documents and/or reports related an investigation.

(v) Provider shall notify Eitas' Executive Director within 24-hours of the occurrence of any event that impacts or might impact adversely on Provider's ability to comply fully with the terms and conditions of this Contract.

12. Laws to Govern

The Provider shall comply with all local, state and federal laws and regulations including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, if the Provider is a recipient of federal financial assistance.

Eitas makes no commitment as to funding the requirements of any local, state or federal law or regulations.

13. Work Product

The Provider agrees and understands that all work products developed as a result of the Provider's services under this Contract are to be used solely for the purposes of this contract. If the Provider wishes to use any work product developed under this Contract for any other purpose it must have the prior written consent of Eitas to do so.

14. **Sunshine Law**

The parties agree that the Provider is a "Governmental Body" pursuant to the Sunshine Law of the State of Missouri, Section 610.010 et seq. R.S. Mo.

15. **Inspections**

The Provider agrees to allow Eitas or its designated agent to monitor the Providers programs at any reasonable time.

16. **Audit**

Provider shall furnish annually, on or before ninety (90) days after its fiscal year, its certified audit and the audit must contain a management letter.

17. **Termination**

(a) This Contract may be terminated by either party by giving 30 days prior written notice to the other party of such termination

(b) This contract may be terminated by Eitas if in the sole judgment of Eitas, the funding available to Eitas during the Term is significantly less than had been anticipated by Eitas at the time the Contract was made and the reduction in funding causes continued performance under the Contract by Eitas to be fiscally imprudent.

18. **Documents**

The Provider shall provide any and all documents required by this Contract by mail, or by delivery to Eitas or by e-mail to jjacobs@eitas.org or its successor.

19. **Modifications**

This agreement constitutes the complete understanding of the parties hereto with respect to the subject matter and may be modified or amended only by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties set their hands this _____
day of _____, 20_____.

JACKSON COUNTY, MISSOURI

Approved as to Form:

By: _____
County Counselor

By: _____
Frank White, County Executive

**DEVELOPMENTAL DISABILITY SERVICES OF JACKSON COUNTY –
EITAS**

By: _____
Jake Jacobs, Executive Director

LEGISLATURE

By: _____
Mary Jo Spino, Clerk of Legislature

Request for Legislative Action

Resolution No.: 20873
Sponsor: Tony Miller
Date: February 14, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20873
Sponsor(s):	Tony Miller	Legislature Meeting Date:	2/14/2022

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

Request Summary
Resolution authorizing the County Executive to execute a contract with Developmental Disability Services of Jackson County – EITAS, accepting partial funding of various programs of the Parks + Rec Department's Special Population Services Division. The Parks + Rec Department has applied to EITAS for funding assistance for the Department's Special Population Services Division for 2022. The Board has agreed to provide up to \$200,000 for these services for the term of this contract, January 1, 2022 to December 31, 2022.

Contact Information			
Department:	Parks + Rec	Submitted Date:	1/25/2022
Name:	Tina Spallo	Email:	TSpallo@jacksongov.org
Title:	Superintendent of Recreation	Phone:	816-503-4872

Budget Information			
Amount authorized by this legislation this fiscal year:	\$200,000		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$200,000		
Is it transferring fund?	No		
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20623	February 16, 2021

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

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

Fiscal Information	
<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

Tina Spallo at 1/25/2022 8:39:04 AM - [Submitted |]
Department Director: Michele Newman at 1/25/2022 9:40:28 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 1/25/2022 9:59:45 AM - [Not applicable |]
Compliance: Katie M. Bartle at 1/25/2022 12:53:46 PM - [Approved |]
Finance (Budget): Mark Lang at 1/26/2022 9:38:24 AM - [Not applicable |]
Executive: Sylvya Stevenson at 1/26/2022 11:14:46 AM - [Approved |]
Legal: Elizabeth Freeland at 1/31/2022 4:03:01 PM - [Returned for more information | Please correct prior resolution date. Thanks!]
Submitter: Tina Spallo at 2/1/2022 7:58:05 AM - [Submitted |]
Department Director: Michele Newman at 2/1/2022 9:53:11 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/1/2022 10:08:51 AM - [Not applicable |]
Compliance: Jaime Guillen at 2/2/2022 3:10:42 PM - [Approved |]
Finance (Budget): Mark Lang at 2/2/2022 3:47:45 PM - [Not applicable |]
Executive: Troy Schulte at 2/2/2022 4:11:44 PM - [Approved |]
Legal: Elizabeth Freeland at 2/8/2022 9:54:44 AM - [Returned for more information | Please have prior resolution date be the "on agenda" date. Thanks!]
Submitter: Tina Spallo at 2/8/2022 10:36:41 AM - [Submitted |]
Department Director: Michele Newman at 2/8/2022 11:58:20 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/8/2022 12:50:26 PM - [Not applicable |]
Compliance: Katie M. Bartle at 2/8/2022 4:32:27 PM - [Approved |]
Finance (Budget): Mark Lang at 2/9/2022 10:35:44 AM - [Not applicable |]
Executive: Troy Schulte at 2/9/2022 10:46:19 AM - [Approved |]
Legal: Katherine Henry at 2/9/2022 2:06:30 PM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$234,135.00 within the 2022 General Fund to pay the costs of necessary information technology operations and consulting services to be provided by an existing County term and supply vendor.

RESOLUTION NO. 20874, February 14, 2022

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Director of the Information Technology (IT) Department desires to use an existing County term and supply operations and consulting services vendor to enhance the capabilities and response times of the IT Department; and,

WHEREAS, a transfer is necessary to place the funds necessary for these services in the proper spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be and hereby is made within the 2022 General Fund:

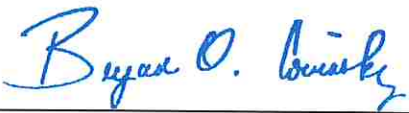
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Information Technology			
001-1305	55010- Regular Salaries	\$190,462	
001-1305	55040- FICA Taxes	\$14,570	
001-1305	55050- Pension Contribution	\$21,941	
001-1305	55060- Insurance Benefits	\$7,162	
001-1305	56082-		
	Information Technology		
	Consulting Services		\$234,135

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. 20874 of February 14, 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

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

ACCOUNT NUMBER: 001 1305 55010
ACCOUNT TITLE: General Fund
Information Technology
Regular Salaries
NOT TO EXCEED: \$190,462.00

ACCOUNT NUMBER: 001 1305 55040
ACCOUNT TITLE: General Fund
Information Technology
FICA Taxes
NOT TO EXCEED: \$14,570.00

ACCOUNT NUMBER: 001 1305 55050
ACCOUNT TITLE: General Fund
Information Technology
Pension Contribution
NOT TO EXCEED: \$21,941.00

ACCOUNT NUMBER: 001 1305 55060
ACCOUNT TITLE: General Fund
Information Technology
Insurance Benefits
NOT TO EXCEED: \$7,162.00

2/10/2022
Date


Chief Administrative Officer

Request for Legislative Action

Res. #20874

Sponsor: Theresa Cass Galvin

Date: February 14, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20874
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	2/14/2022

Introduction

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

Project/Title:

Resolution to approve transferring \$234,135 within the 2022 Information Technology Department budget funds to support an Information Technology Department restructuring.

Request Summary

The Information Technology Department (IT) has eliminated vacant positions that have been challenging to keep staffed. The department is requesting authorization to transfer those funds to be used to enhance our capabilities with IT operations and services. These managed services will be provided by our Term & Supply vendor, ConvergeOne. The managed services will include:

- Comprehensive monitoring of all server, network and storage systems
- Service Desk integration with existing Help Desk enterprise software solution
- System event management and resolution
- Incident Management
- Third Party Vendor Management
- Performance and Capacity Management
- Release Management (product updates)
- Service Request Fulfillment (Move, Add, Change support)
- Configuration Management (central database repository)
- Carrier and Enterprise Vendor Management
- Change Management & Governance

The benefits gained from having a managed service address:

- Challenges maintaining staff in a competitive market.
 - Gain reliable services
 - Skilled subject matter expertise & experience
- Unpredictable costs in turnover and training.
 - Predictable costs
 - Scalable spending
 - Reduced opportunities for downtime
- Strategic focus on core objective. Staff found chasing costly break/fix problems and not having the time for investigating breaks, planning future enhancements and development of solutions such as digital transformation. Solution provides:
 - Proactive monitoring

Request for Legislative Action

- Ongoing maintenance
- Problem tracking and resolution

Contact Information

Department:	Information Technology	Submitted Date:	1/21/2022
Name:	Michael G. Ohlson-Dicus	Email:	MGOhlson-dicus@jacksongov.org
Title:	Office Administrator	Phone:	816-881-3151

Budget Information

Amount authorized by this legislation this fiscal year:		\$234,135	
Amount previously authorized this fiscal year:		\$ 0	
Total amount authorized after this legislative action:		\$234,135	
Is it transferring fund?		Yes	
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1305 (Information Technology)	55010 (Regular Salaries)	\$190,462
001 (General Fund)	1305 (Information Technology)	55040 (FICA Taxes)	\$14,570
001 (General Fund)	1305 (Information Technology)	55050 (Pension Contribution)	\$21,941
001 (General Fund)	1305 (Information Technology)	55060 (Insurance Benefits)	\$7,162
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1305 (Information Technology)	56082 (Information Technology Consulting Services)	\$234,135

Prior Legislation

Prior Ordinances

Ordinance:	Ordinance date:

Prior Resolution

Resolution:	Resolution date:
20746	August 30, 2021

Request for Legislative Action

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: Not spending money - transfer	
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

Michael G. Ohlson-Dicus at 1/21/2022 12:20:48 PM - [Submitted |]
Department Director: Michael S. Erickson at 1/21/2022 3:06:56 PM - [Returned for more information | Edit.]
Submitter: Michael G. Ohlson-Dicus at 1/21/2022 4:05:07 PM - [Submitted | Requested information was added.]
Department Director: Michael S. Erickson at 1/22/2022 1:44:07 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 1/24/2022 9:11:03 AM - [Not applicable |]
Compliance: Katie M. Bartle at 1/24/2022 9:45:10 AM - [Approved |]
Finance (Budget): Mark Lang at 1/26/2022 9:58:26 AM - [Approved | The fiscal note is attached.]
Executive: Sylvya Stevenson at 1/26/2022 11:20:03 AM - [Approved |]
Legal: Elizabeth Freeland at 2/1/2022 4:19:49 PM - [Returned for more information | Please clarify outsourcing of positions. Thanks!]
Submitter: Michael G. Ohlson-Dicus at 2/3/2022 3:43:44 PM - [Submitted | Summary rewritten per Jay Hayden.]
Department Director: Michael S. Erickson at 2/3/2022 3:54:02 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/3/2022 4:47:54 PM - [Not applicable |]
Compliance: Katie M. Bartle at 2/4/2022 9:20:49 AM - [Approved |]
Finance (Budget): Mark Lang at 2/4/2022 10:34:49 AM - [Approved |]
Executive: Sylvya Stevenson at 2/4/2022 10:53:41 AM - [Approved |]
Legal: Elizabeth Freeland at 2/10/2022 10:08:06 AM - [Approved |]



Department of
INFORMATION TECHNOLOGY
JACKSON COUNTY, MISSOURI

816-881-3151

415 EAST 12TH STREET, ROOM G-8
KANSAS CITY, MO 64106

TO: FRANK WHITE, COUNTY EXECUTIVE
TROY SCHULTE, COUNTY ADMINISTRATOR
SYLVYA STEVENSON, CHIEF ADMINISTRATION OFFICER
MICHELLE CHRISMAN, HUMAN RESOURCES DIRECTOR
MARK LANG, BUDGET OFFICER

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS

DATE: JANUARY 4, 2022

RE: INFORMATION TECHNOLOGY DEPARTMENT REORGANIZATION REQUEST

I AM REQUESTING A REORGANIZATION OF THE INFORMATION TECHNOLOGY DEPARTMENT EFFECTIVE JANUARY 16, 2022.

I WOULD LIKE TO ELIMINATE THE VACANT POSITIONS LISTED BELOW:

- 1305-05007-003, NETWORK SUPPORT TECHNICIAN - \$48,489
- 1305-06677-001, SOFTWARE ENGINEER - \$65,202
- 1305-06677-002, SOFTWARE ENGINEER - \$64,793
- 1305-05180-001, SYSTEMS ANALYST - \$55,651

THE INFORMATION TECHNOLOGY DEPARTMENT IS TRANSFORMING ITS OPERATIONAL STRUCTURE IN ORDER TO BETTER ACCOMMODATE THE BUSINESS NEEDS OF THE ORGANIZATION. THE FUNDING FROM THE VACANT POSITIONS LISTED IN THIS REORGANIZATION MEMO WILL BE USED TO IMPLEMENT AN INFRASTRUCTURE MANAGED SERVICES (IMS) AGREEMENT WITH CONVERGE ONE. THE BENEFITS OF IMS INCLUDE:

- Cost Savings
- Predictable Costs
- Increased Productivity
- Supplement Skills Gap of Internal IT Staff
- Improve Operational Services

Integrating IMS with our existing staff resources will allow for continuous improvement of IT operational delivery and technology services for Jackson County. Once the reorganization memo has received full approval, an RLA will be entered for the transfer of funds to the appropriate account.




Frank White



Troy Schulte



Sylvya Stevenson



Michelle Chrisman



Mark Lang

1/14/22

1/13/2022

**Jackson County, Missouri
Budget Adjustment - Related to Personnel Service Accounts**

To: Budget Department Date: January 1, 2022
 From: Michael Erickson Reason: To fund Managed Services with C1

One Time Expenditure Annual Expense to be adjusted in proceeding year's budget

From:

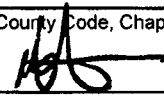
Fund	Department	Account	Amount	Account Balance Before Transfer	Month to Date Total Transfers from this account
001	1305	55010	\$ 190,462	\$ 1,976,530	\$ 0
001	1305	55040	14,570	151,205	0
001	1305	55050	\$ 21,941	227,698	0
001	1305	55060	7,162	357,385	0

To:

Fund	Department	Account	Amount	New Acct Yes or No	Month to Date Total Transfers to this account
001	1305	56082	\$ 234,135	yes	\$ 0

Approvals

In accordance with the County Code, Chapter 5 Section 570.9, please approve the preceeding budget transfer.



 Department Director

 Director of Finance & Purchasing

 Division Manager

 County Executive

JACKSON COUNTY BUDGET OFFICE USE ONLY			
Fiscal Yr:	_____	FMS Ref#:	_____
Prepared By:	_____	Date:	_____
Approved By:	_____	Date:	_____

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION honoring the life and achievements of Sandra Ann “Sandy” Querry.

RESOLUTION NO. 20875, February 14, 2022

INTRODUCED BY Jalen Anderson and Crystal Williams, County Legislators

WHEREAS, Sandra Ann “Sandy” Querry, a longtime member of the Jackson County Democratic Committee, passed away on February 4, 2022; and,

WHEREAS, Sandy was born on March 13, 1940, in Higginsville, Missouri to Burt K. Williamson and Anna Elba Rhodes; and,

WHEREAS, Sandy’s father introduced her to Democratic politics and she became a passionate leader in the community, serving as a member of the Jackson County Democratic Committee for over forty years, the Missouri State Democratic Committee for many years, and the National Democratic Committee for sixteen years; and,

WHEREAS, throughout her service Sandy had the opportunity to meet many prominent elected officials including Presidents Bill Clinton and Barack Obama and Vice Presidents Al Gore and Joe Biden, as well as numerous United States Senators, United States Congressmen, Governors, and Mayors; and,

WHEREAS, Sandy was a member of the Jackson County Community Mental Health Fund Board of Trustees from 1999 until 2004, and was a member of the Jackson

County Plan Commission from 2008 until 2022; and,

WHEREAS, Sandy served as an Elder and church committee member of St. Matthew Presbyterian Church in Grandview, Missouri; and,

WHEREAS, many local and federal level officials sought Sandy's guidance and advice over the years, and all will mourn her passing; and,

WHEREAS, Sandy was a devoted mother, grandmother, and aunt and will be deeply missed by her husband of sixty-one years, Keith Querry, their daughters, Ronda Rupp (Dennis) and Tricia Salivitch (David), grandchildren Marissa Goin, Allen Salivitch, and great-grandchildren, Addyson, Sophia, Mattinglee, and Auleo; now therefore,

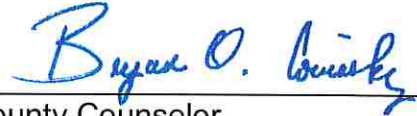
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby recognizes the extraordinary life and achievements of Sandra Ann "Sandy" Querry and extends its deepest sympathy to her family and friends.

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. 20875 of February 14, 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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Prosecuting Attorney to execute an extension to the existing contract with TICO Productions of Kansas City, MO, for rebranding services for use by the COMBAT staff, at no additional cost to the County.

RESOLUTION NO. 20876, February 14, 2022

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, by Resolution 20609, dated January 25, 2021, the Legislature authorized the Prosecuting Attorney to contract with TICO Productions to provide for rebranding services to be performed in 2021, at a cost to the County not to exceed \$33,000.00; and,

WHEREAS, the total cost of rebranding services used in 2021 was \$17,300.00; and,

WHEREAS, the extension of this contract will allow for rebranding services to be completed in 2022 and the remaining funds previously authorized to be spent; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Prosecuting Attorney be and hereby is authorized to execute an Extension to the existing contract with TICO Productions at no additional cost to the County, in a form to be approved by the County Counselor; and,

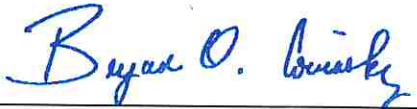
BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Contract and Extension thereto.

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. 20876 of February 14, 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

Request for Legislative Action

Res. #20876
Sponsor: Dan Tarwater III
Date: February 14, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20876
Sponsor(s):	Daniel T. Tarwater III	Legislature Meeting Date:	2/14/2022

Introduction
Action Items: ['Authorize']
Project/Title:
Request to extend the end date of the contract awarded to Tico Productions of Kansas City, Missouri, under the terms and conditions of the Request for Proposal (RFP) No 49-20, to January 31, 2023, for the purpose of fulfilling the deliverables commitment.

Request Summary
<p>The COMBAT Commission required a contract for rebranding services. The Purchasing Department issued RFP No. 49-20 in response to the requirements. The COMBAT Commission and the Purchasing Department recommended awarding a twelve-month contract, with one (1) twelve-month option to extend for the furnishing of rebranding services. The requested contract extension period will be used to provide Tico Productions of Kansas City, Missouri additional time to meet its deliverable obligations as outlined in Exhibit A of the contract.</p> <p>The total contract amount is \$33,000. In year 1 of this contract, \$17,300 was spent. In year 2, the requested 12-month extension period, the \$15,700 contract balance is the estimated annual dollar amount to be spent.</p>

Contact Information			
Department:	COMBAT	Submitted Date:	1/28/2022
Name:	Keron E. Hopkins	Email:	KHopkins@jacksongov.org
Title:	Budget Coordinator	Phone:	816-881-1415

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:
20609	January 25, 2021

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

Compliance	
Certificate of Compliance	
Not Applicable	
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 legislative action does not impact the County financially and does not require Finance/Budget approval. 	

Request for Legislative Action

History

Keron E. Hopkins at 1/28/2022 9:55:02 AM - [Submitted |]
Department Director: Vince M. Ortega at 1/28/2022 12:50:33 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 1/28/2022 2:21:36 PM - [Approved |]
Compliance: Katie M. Bartle at 1/31/2022 9:46:24 AM - [Returned for more information | 1. Tico Productions is not in compliance. They can go to <https://jacomocompliance.com/login.php> to apply for a Certificate of Compliance. 2. The RLA states that this is a term and supply contract. However, the contract attached to Res. 20609 is a negotiated contract for \$33,000 and the RFP was for a negotiated contract. IF this will be a contract with a set amount, the language in the RLA needs to be fixed and goals will be WAIVED since it will be less than \$50,000.]
Submitter: Keron E. Hopkins at 2/7/2022 2:51:59 PM - [Submitted | Revised summary language to remove reference to a "Term & Supply" contract, and confirmed company met the County's compliance requirement.]
Department Director: Vince M. Ortega at 2/8/2022 10:42:25 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/8/2022 11:12:19 AM - [Returned for more information | Please put the annual estimated dollar amount on the front page under "Request Summary"]
Submitter: Keron E. Hopkins at 2/8/2022 2:27:47 PM - [Submitted | As per Purchasing's request, the Request Summary section was updated to add the estimated annual amount.]
Department Director: Vince M. Ortega at 2/8/2022 2:43:24 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/8/2022 2:58:14 PM - [Approved |]
Compliance: Katie M. Bartle at 2/8/2022 4:30:42 PM - [Approved |]
Finance (Budget): Mark Lang at 2/9/2022 10:34:33 AM - [Not applicable |]
Executive: Troy Schulte at 2/9/2022 10:44:40 AM - [Approved |]
Legal: Elizabeth Freeland at 2/10/2022 9:01:56 AM - [Approved |]

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 22nd day of Apr. 1, 2021, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and **TICO PRODUCTIONS, LLC**, 1722 Holly St., Level 2, Kansas City, MO 64108, hereinafter called "Consultant".

WITNESSETH:

WHEREAS, County requires the services of a consultant to assist County with a comprehensive rebranding effort and related services; and

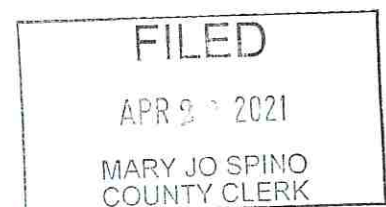
WHEREAS, Consultant represents that its firm is equipped, competent, and able to undertake such an assignment; and,

WHEREAS, Consultant has agreed to provide consulting services and assistance to the County in accordance with the terms, conditions, and covenants as set forth in the County's RFP 49-20 and Consultant's response thereto; and,

WHEREAS, Consultant and County have agreed to be bound by the provisions hereof;

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Consultant respectively promise, covenant, and agree with each other as follows:

1. Consultant shall provide services regarding rebranding and other related services for the County's COMBAT staff, as is more fully described in the Statement of Work attached hereto as Exhibit A and incorporated herein by reference. Consultant shall provide these and any other related services only as directed by the County's COMBAT Director.



2. Consultant shall work as an independent contractor and not as an employee of County. Consultant shall be subject to the direction of County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Consultant shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State and City withholding taxes and all other taxes, and operate its business independent of the business of County except as required by this Agreement.

3. County shall pay Consultant for services rendered under this Agreement an amount not to exceed \$33,000.00 at the rates specified in its pricing proposal, attached hereto as Exhibit B. Consultant shall invoice County monthly for tasks completed as described in Exhibit A, at the rates specified for each task in the fee schedule included in Exhibit B. County shall pay Consultant promptly upon receipt of Consultant's invoice.

4. Consultant shall be responsible for all of expenses incurred in the course of its performance of services under this Agreement, except as specifically set out in exhibits A and B.

5. This Agreement shall be effective as of February 1, 2021, and shall extend until January 31, 2022. Consultant or County may terminate this Agreement by giving seven days' written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Consultant may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by Consultant to County within three days of the demand of County. County and Consultant shall have the mutual option to renew this Agreement for an additional one-year term. This option must be executed in a writing signed by both parties.

6. Consultant promises, covenants, and agrees, in addition to all other provisions herein, that during the term of this Agreement, it shall not assign any portion or the whole of this Agreement without the prior written consent of County, except as specifically described in the Consultant's response to RFP 49-20.

7. Pursuant to §285.530.2, RSMo, Consultant assures that it does not knowingly employ, hire for employment, or continue to employ any unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Consultant shall sign an affidavit, attached hereto and incorporated herein as Exhibit C, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8. If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

9. This Agreement shall be governed by the laws of the State of Missouri.

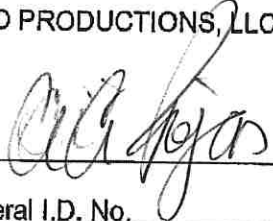
10. This Agreement, together with the County's RFP No. 49-20 and Consultant's response thereto, incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

TICO PRODUCTIONS, LLC

JACKSON COUNTY, MISSOURI

By


Federal I.D. No. _____

By


Jean Peters Baker
Prosecuting Attorney

APPROVED TO FORM:

ATTEST:


Bryan O. Covinsky
County Counselor


Clerk of the County Legislature

REVENUE CERTIFICATE

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

ACCOUNT NUMBER: 008 4401 56799
ACCOUNT TITLE: Anti-Crime Sales Tax Fund
COMBAT Administration
Marketing
NOT TO EXCEED: \$33,000.00

4-12-2021
Date


Director of Finance and Purchasing

Scope of Services Response

Response 4.1: More than 30 years ago, Jackson County voters approved a tax to address substance abuse and its related crimes. Now in 2020, the need for public safety continues to be present, but in new ways, and to different generations. The team at Tico Productions is familiar with the work of COMBAT and its influence. We are equipped to collaborate through data-driven understanding and 30+ years of experience, to truly grasp what Jackson County COMBAT is perceived as in the present, and where the organization's image could evolve to for the future.

Response 4.2: Tico Productions LLC creates using the latest Adobe Creative Suite software. We are capable of producing high-quality industry standard logo marks and graphic design that is visually stunning and programmatically flexible. Always keeping the intended audience in mind, our team builds brands that can expand, co-brand, sub-brand, and build on itself.

Response 4.3: When citizens of Jackson County think about Jackson County COMBAT, understanding what is top of mind is key to the process of rebranding. After performing in-depth market research on comparable programming and internal county communications and working alongside the COMBAT Team, Tico Productions will coordinate and conduct in-person or virtual focus groups with key stakeholders (such as Jackson County citizens, Commissioners, Legislators Community Partners, etc) to identify the brand's different audiences, and their individual needs. The relationships during initial focus groups will be retained during the design process, so follow up surveys requesting community feedback are integrated throughout the entire rebrand.

Response 4.4: Social Media and it's metrics will be a Key Performance Indicator of this campaign. Tico currently manages over 15 active accounts for our clients, and through video production, strategy, and engagement, have seen growth in online audiences for particular clients by up to 600% in as little as six months. We are prepared to build a culturally competent communications strategy that is consistent with the new brand to generate excitement and engagement that ultimately leads to growth in online visitors to COMBAT pages.

Response 4.5: Diversity means a multitude of things, and the directives of this campaign would not only capture the demographic and regional diversity of Jackson County in the community focus groups, but also expand the brand impact through a robust marketing and communications strategy that caters to specific groups and understands how their individual needs differ by physical location. Our marketing strategy would also take into consideration race and ethnicity, and be very intentional in creating culturally competent ways to reach diverse and multilingual audiences using data and community understanding.

Response 4.6 - 4.8: Tico Productions & our contractor, AJW Consulting, have worked extensively with municipalities, government bodies, elected officials, nonprofits, and businesses to develop customized plans of action. Working on this rebrand, we propose a two month development period, and a three month campaign launch. Our team would work alongside the COMBAT team to create a sustainable, strategic plan, with goals, timelines, and implementations for action. We are also

prepared to leverage our networks to ensure a strong campaign rooted in the community. An abbreviated base proposal is included below.

Response 4.9: Tico Productions has a full-service audio/visual studio equipped with 4K cameras, professional lighting, audio booth, live broadcasting software, and more. Our team is highly flexible, mobile, and eager to collaborate. A full list of our technical capabilities is available upon request. Our studios are at limited capacity during COVID-19, and our team members wear masks during filming, our equipment is sanitized between each production, and we utilize a boom microphone in lieu of a lavalier for limited exposure. For a full sampling of past video products, please visit: <https://vimeo.com/ticoproductionsllc>

Response 4.10: Our agency employs Google Analytics for tracking data for our clients, as well as SocialPilot to manage social media. Media-buying isn't currently included in this scope of work, but our team is experienced and able to assist or advise on purchased advertising at any point during the campaign.

Base Proposal

TIMELINE	DESCRIPTION	DELIVERABLE
November-December	<ul style="list-style-type: none"> Conduct initial market research Send Rebrand Survey to stakeholders Host Focus Groups 1 & 2 Develop Draft 1 logo concepts 	<ul style="list-style-type: none"> ● Brand analysis report including key findings from Focus Groups ● Logo concepts presentation
January	<ul style="list-style-type: none"> Host Feedback Focus Group 3 Develop Draft 2 logo revisions Draft 9-month social media strategy Implement tracking mechanisms 	<ul style="list-style-type: none"> ● Logo revisions presentation ● Progress report including focus-group feedback ● Draft 1 Social Media Strategy and video storyboards
February-March	<ul style="list-style-type: none"> Send final feedback survey to stakeholders Finalize logo Video Production 	<ul style="list-style-type: none"> ○ Final logo style guide and trademark assets ○ Progress report ○ Digital Videos
April-May	<ul style="list-style-type: none"> Implement Social Media Plan 	<ul style="list-style-type: none"> ○ 2-3 posts per week plus audience engagement and metric tracking ● Final metric report

tice-sports.com



ticeproductions.com

Cost Estimates

Description	Hourly Price	Estimated Hours	Annual Investment
Creative: Graphic Design			
Visual Branding of Jackson County COMBAT, style guide, and editable graphic & logo templates	\$100	40	\$4,000
Print or digital design that can include infographics, social media graphics, media kits, posters, flyers, print material, online web design, landing pages, advertisements, etc	\$100	50	\$5,000
Creative: Photography			
Professional photography on-site or in-studio	\$125	5	\$625
Creative: Video Production (3-5 Final Products)			
5 pre-production hours per video	\$125	25	\$3,125
10 post-production hours per video	\$150	45	\$6,750
Branded Intros and Outro Animations	\$100	1	\$100
5 Music Licenses			\$150
Professional Voice Over Artist			\$200
Estimated Investment for Creative:			\$19,050



Description	Hourly Price	Estimated Hours	Annual Investment
Administrative: Focus Groups & Messaging			
Market research with select audiences (Community members, stakeholders, Jackson County Commissioners, employees, etc) and quarterly analytic reports	\$100	35	\$3,500
Key Messaging, copywriting, scripting, storyboarding, and brand voice	\$100	45	\$4,500
Administrative: Digital Marketing & Data Tracking			
Digital coordination of tracking mechanisms, earned media opportunities, organic audience reach, monthly metric reports measuring key performance indicators of rebrand launch	\$100	15	\$1,500
Administrative: Bi-lingual Social Media Management			
3-month Social Media launch plan including themes, designated hashtags, and implementation	\$100	10	\$1,000
Two (2) posts a week for 3-months across platforms, audience engagement, and analytic reports (10 hours/month)	\$100	30	\$3,000
Estimated Investment for Administrative: \$13,500			

Total Estimated Cost \$33,000



Cost for Services

Service	Rate or Fee	Service Description
Pre-Production	\$125/hr	Includes initial research, creative consultation, brand analysis, focus-groups, storyboarding, script writing, location scouting, scheduling, talent scouting, talent casting, art direction & mood boards.
Production	\$125/hr	Includes on-site interviews and BRoll, capable of filming in 4K, 2K and HD, in-studio interviews with backgrounds, on-screen talent coaching, aerial drone videography, lighting, & staging.
Post-Production	\$150/hr	Includes on-line non-linear editing, custom motion graphics, moving animation, special effects & export for various formats (social media, BluRay, DVD, 1080, TV).
Sound Design	\$75/hr	Includes professional voice-over recording, audio editing, language subtitling, music research, & voice-over talent coaching.
Graphic Design	\$100/hr	Includes branding, visual identity, custom vector artwork, icons, promotional item design, environmental signage design (billboards, ads, etc), infographic, print, editorial, or digital design.
Photography	\$125/hr	Includes on-site or in-studio professional photography, lighting sets, coaching, editing and digital copies.
Music Licensing	\$50/track	One Standard Music license
Voice Over Recording	\$200 per script	Includes professional voice-over artist talent fee per script recording. Additional changes after finalized script recording may result in additional cost.
Administrative	\$100/hr	Includes media buying, community engagement, community liaison coordination, scheduling, message development, focus groups, data reporting, client correspondence, event planning, on-site activations, social media & online platform management, training, etc.

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

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.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **TICO PRODUCTIONS, LLC.**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **TICO PRODUCTIONS, LLC.**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

[Signature]
Authorized Representative's Signature
President
Title

Cecilia Rojas
Printed Name
4/19/2021
Date

Subscribed and sworn before me this 19th day of April, 2021. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 02/04/2022.

Gloria Cervantes Zarate 04/19/2021
Signature of Notary Date

Gloria Cervantes Zarate Date
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires February 4, 2022
Commission # 18629137