



Jackson County Health Department

Feb. 9-16, 2022

COVID-19

Data

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

JACOHD

- Total Cases – 66,431
- Total Deaths – 711

Totals by Week:

- Cases – 1,674
- Deaths – 13

****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 – 14
 Cross Creek at LS - 6
 Hidden Lake Care Center – 41
 Ignite Medical Resort BS – 37
 Ignite Medical Resort St. Mary’s – 61
 Jackson County Detention Center – 83
 Jefferson Health Care – 14

John Knox Village Assisted Living – 25
 John Knox Village Care Center – 21
 La Petite Academy of LS – 10
 LS Pointe Health & Rehabilitation – 8
 Oak Grove Nursing & Rehab – 63
 Parkway Senior Living – 50
 Willow Creek Memory at LS – 11
 Wilshire at Lakewood Care Center – 62

JACOHD/Jackson County Vaccine Data

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

JACOHD

- Total doses administered – 87,533

Jackson County

- 61.1% of Jackson County residents have initiated vaccination; 56% have completed vaccination
 - Jackson County’s population: 269,503
- 164,682 first doses have been administered; 368,229 total doses have been administered

JACOHD/TMC Sponsored Testing

Friday, Feb. 18, 2022	9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee’s Summit
Monday, Feb. 21, 2022	9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee’s Summit
Tuesday, Feb. 22, 2022	9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee’s Summit
Wednesday, Feb. 23, 2022	9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee’s Summit

Symptomatic Testing: Call 816-404-2273

JACOHD Vaccine Clinics

Friday, Feb. 18, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence
Friday, Feb. 18, 2022	4 a.m. – 7 p.m. – Inter City Fire Protection District
Monday, Feb. 21, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence
Tuesday, Feb. 22, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence

Residents can visit jacohtd.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 18 – February 24, 2022

- 2-18-2022 Friday NO MEETINGS –
- 2-21-2022 Monday COUNTY HOLIDAY – PRESIDENT’S DAY
- 2-22-2022 Tuesday 8:00 A.M. Opening Day of Election Filing –
Clerk of the County Legislature’s Office,
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City, MO
- NO HEALTH & ENVIRONMENT, INTER-
GOVERNMENTAL AFFAIRS, JUSTICE & LAW
ENFORCEMENT, RULES, OR 911 OVERSIGHT
COMMITTEE MEETINGS
- 12:25 P.M. Finance & Audit Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- 12:40 P.M. Land Use Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- 12:45 P.M. Public Works Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- 12:50 P.M. Budget Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- 12:55 P.M. Anti-Crime Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

1:00 P.M. LEGISLATIVE MEETING -
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

Closed Meeting per Resolution #20885

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

2-23-2022 Wednesday 11:30 A.M. Land Trust of Jackson County –
Teleconference Dial-in No. 1-605-313-6003
Access Code: 821980

2-24-2022 Thursday NO MEETINGS –

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Intergovernmental Cooperative Agreement with the City of Independence, MO, for the use of certain County property for a civic event, at no cost to the County.

RESOLUTION NO. 20877, February 22, 2022

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the City of Independence (City) has requested the use of certain County property within the City, more specifically identified as the parking lot located at Kansas and Osage in Independence; and,

WHEREAS, the parking lot will be used for the Household Hazardous Waste Collection event scheduled for April 2, 2022; and,

WHEREAS, the Director of Public Works recommends the execution of an Intergovernmental Cooperative Agreement for this purpose with specific contingencies including a certificate of liability insurance and restoration of the parking lot to its original condition (free of debris and in good repair) no later than 7:00 a.m. on the first business day following the event; and,

WHEREAS, such an agreement is in the best interests of the health, safety and welfare of the citizens of Jackson County; now therefore,


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Intergovernmental Cooperative Agreement with the City of Independence at no cost to the County, in a form to be approved by the County Counselor.

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. 20877 of February 22, 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

**INTERGOVERNMENTAL
COOPERATIVE AGREEMENT**

AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT (“Agreement”) by and between Jackson County Missouri, a Constitutional Home Rule Charter County, hereinafter referred to as “the County”, and The City of Independence, a Constitutional Home rule Charter City of the State of Missouri, hereinafter referred to as “the City.”

WITNESSETH:

WHEREAS, the City desires to use the County’s parking lot for its Household Hazardous Waste (HHW) collection event; and,

WHEREAS, this event is open to all residents in the unincorporated areas of the County and those residents of the other cities in Jackson County, Missouri, that are listed in the attached Exhibit A; and,

WHEREAS, parties agree to be bound by the terms and conditions set forth in this Agreement; and,

NOW THEREFORE, in consideration of the forgoing and the terms and provisions herein contained, the County and City respectively promise, covenant and agree with each other as follows;

1. **Services.** City shall be entitled to use the County’s parking lot located at Kansas and Osage Streets in Independence, Missouri for its Household Hazardous Waste Collection on April 12, 2022. City shall be responsible to return the premises to the County in the as-good-as condition as it exists before the event. City shall be responsible for all clean-up and repair as necessitated by its use. Said clean-up and repair shall be completed no later than 7 a.m. on the first business day following the event.

2. **Payment.** The use of the parking lot shall be granted to the City free of charge as the event is of use and benefit to the citizens of Jackson County, Missouri.

3. **Insurance.** City agrees that it or its agent will maintain liability insurance in the amount of at least \$2 million per occurrence at its expense. This Certificate of Liability Insurance is to be issued by an insurance company, licensed to do business in the State of Missouri and acceptable to County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage. City shall provide proof of insurance prior to each event.

4. **Terms.** The term of this Agreement shall commence April 1, 2022, and continue through April 30, 2022.

5. **Default.** If City shall default in the performance or observation of any term or condition herein, the County shall give City ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after written notice thereof, the County may at its election terminate the contract. Said election shall not in any way limit the County's right to sue for breach of contract.

6. **Remedies of Breach.** City agrees to faithfully observe and perform all of the term, provisions and requirements of this Agreement, and City's failure to so do shall constitute a breach of this Agreement and in such event, City consents and agrees as follows:

(1) The County may without prior notice to City immediately terminate this Agreement; and,

(2) The County may seek any available remedy and may collect from City all cost incurred by the County as a result of said breach, including reasonable attorney's fees costs and expenses.

7. **Severability.** 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 provisions and conditions 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 shall be deemed dependent upon any other covenant or provision unless so expressed herein.

8. **Indemnification.** City shall compensate County for any damage to County property due to any breach of Contract or tortious conducted by City or its agents, its officers, agents, employees, contractors or subcontractors on the County's premises. City shall indemnify, save harmless and defend County from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees), which may hereafter incur, become responsible for or pay out, which was caused, in whole or in part, by City's or its agents breach of any term or provision of this Contact, or any negligent act or omissions or willful act of City, its officers, agents, employees, contractors or subcontractors.

9. **Conflict of Interest.** City warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

10. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Intergovernmental Cooperative Agreement as of the date first above written.

JACKSON COUNTY, MISSOURI

ZACH WALKER

By _____
Frank White, Jr.
County Executive

By _____
Zach Walker
City of Independence, MO

APPROVED AS TO FORM:

ATTEST:

By _____
Bryan O. Covinsky
County Counselor

Mary Jo Spino
Clerk of the Legislature

EXHIBIT A

Jackson County cities participating in the Household Hazardous Waste Disposal Event:

- Blue Springs
- Grain Valley
- Greenwood
- Independence
- Kansas City, MO
- Lake Lotawana
- Lake Tapawingo
- Lee's summit
- Lone Jack
- Sugar Creek
- Unincorporated Jackson County

Request for Legislative Action

Res. #20877

Sponsor: Crystal Williams

Date: February 22, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20877
Sponsor(s):	Crystal J. Williams	Legislature Meeting Date:	2/22/2022

Introduction

Action Items: ['Authorize']

Project/Title:

Jackson County Independence Parking Lot use for the City of Independence Household Hazardous Waste event on April 2nd, 2022.

Request Summary

The City of Independence Water Pollution Control Department has requested permission to use the Jackson County Independence parking lot at the southeast corner of Kansas and Osage for the use of the annual Household Hazardous Waste Collection event to be held on April 2, 2022. The following stipulations will apply:

- 1) The County will require a Certificate of Liability Insurance.
- 2) The City of Independence will be responsible for returning the parking lot to its "as-good-as" condition as it was prior to the event. This will include all cleanup and any repairs needed.
- 3) The parking lot will be ready for use by the County no later than 7:00 am on Monday, April 4, 2022.

Contact Information

Department:	Public Works	Submitted Date:	1/25/2022
Name:	Courtney L. Henderson	Email:	CHenderson@jacksongov.org
Title:	Administrative Supervisor	Phone:	816-881-4418

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:
20631	March 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	
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

Courtney L. Henderson at 1/25/2022 8:00:04 AM - [Submitted |]
Department Director: Brian Gaddie at 1/25/2022 11:37:54 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 1/25/2022 11:54:03 AM - [Not applicable |]
Compliance: Katie M. Bartle at 1/25/2022 12:57:15 PM - [Approved |]
Finance (Budget): Mark Lang at 1/26/2022 9:39:15 AM - [Not applicable |]
Executive: Sylvya Stevenson at 1/26/2022 11:16:10 AM - [Approved |]
Legal: Elizabeth Freeland at 2/1/2022 3:34:56 PM - [Returned for more information | Please correct prior legislation date. Thanks!]
Submitter: Courtney L. Henderson at 2/3/2022 12:03:53 PM - [Submitted |]
Department Director: Brian Gaddie at 2/3/2022 12:23:08 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/3/2022 12:44:21 PM - [Not applicable |]
Compliance: Katie M. Bartle at 2/3/2022 4:16:43 PM - [Approved |]
Finance (Budget): Mark Lang at 2/3/2022 4:33:04 PM - [Not applicable |]
Executive: Sylvya Stevenson at 2/4/2022 3:50:27 PM - [Approved |]
Legal: Elizabeth Freeland at 2/8/2022 10:02:10 AM - [Returned for more information | Please use the "on agenda" date for the prior resolution. Thanks!]
Submitter: Courtney L. Henderson at 2/9/2022 7:48:21 AM - [Submitted |]
Department Director: Brian Gaddie at 2/9/2022 4:39:34 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/10/2022 8:49:06 AM - [Not applicable |]
Compliance: Katie M. Bartle at 2/10/2022 9:30:10 AM - [Approved |]
Finance (Budget): Mark Lang at 2/10/2022 11:13:51 AM - [Not applicable |]
Executive: Troy Schulte at 2/10/2022 3:37:05 PM - [Approved |]
Legal: Katherine Henry at 2/16/2022 12:10:14 PM - [Approved |]



INDEPENDENCE

★ MUNICIPAL SERVICES ★

January 11, 2022

Jackson County Facilities Management
303 W. Walnut St.
Independence, MO 64050
Attn: Courtney Henderson

The City of Independence will once again be sponsoring a collection for household hazardous wastes this year. The event will be held on Saturday, April 2nd. We are requesting the use of Jackson County's parking lot at Kansas and Osage streets for control and flow of vehicles coming to the event. The actual unloading of vehicles and handling of waste will be on the Independence side of the vacant lot.

Liability insurance coverage certificates will be provided to our environmental contractor and I will send a copy to you as soon as I receive them. In the meantime, I would like to obtain your permission for use of the lot so we can proceed with planning of the event.

Please provide a letter granting permission to use the parking lot for the date of April 2, 2022. Thank you for your cooperation and assistance in the past. If you have any questions, please call Meghan McMillin at 325-7727 or me at 325-7440.

Sincerely,

Lisa Reynolds, Director
Municipal Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2021

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

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

PRODUCER AssuredPartners of Indiana, LLC 10401 N. Meridian #300 Indianapolis, IN 46290	1-317-844-7759	CONTACT NAME: Lyndsay Myers PHONE (A/C. No. Ext): 317-595-7392 E-MAIL ADDRESS: Lyndsay.Myers@assuredpartners.com	FAX (A/C. No):
INSURED Heritage Environmental Services, LLC 5400 W 86th Street Indianapolis, IN 46268		INSURER(S) AFFORDING COVERAGE	
		INSURER A: GREENWICH INS CO	NAIC # 22322
		INSURER B: XL INS AMER INC	24554
		INSURER C: XL SPECIALTY INS CO	37885
		INSURER D: ZURICH AMER INS CO	16535
		INSURER E: IRONSHORE SPECIALTY INS CO	25445
		INSURER F: STEADFAST INS CO	26387

COVERAGES

CERTIFICATE NUMBER: 62804394

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GEC000304121	08/01/21	08/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AEC000304321	08/01/21	08/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	UEC00183619	08/01/21	08/01/22	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC929886321	08/01/21	08/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	POLLUTION LEGAL LIABILITY			ISPILLSCBRJ001	08/01/21	08/01/22	EACH 15,000,000 AG 30,000,000
F	CPL/ PROFESSIONAL			PEC877444500	08/01/21	08/01/22	EACH 25,000,000 AG 25,000,000

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

CITY OF INDEPENDENCE AND ANY OTHER CONTRACTUALLY REQUIRED ENTITIES ARE ADDITIONAL INSURED ON A PRIMARY NON-CONTRIBUTORY BASIS FOR GENERAL LIABILITY (INCLUDING ONGOING AND COMPLETED OPERATIONS) AND AUTO LIABILITY; WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE A FORENAMED ADDITIONAL INSURED FOR GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION POLICIES; BUT ONLY WHERE REQUIRED BY WRITTEN CONTRACT, AND WHERE ALLOWABLE BY LAW. UMBRELLA TO FOLLOW FORM.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF INDEPENDENCE 111 EAST MAPLE STREET INDEPENDENCE, MO 64050 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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LMYERS
62804394

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
07/30/2021

NAME OF INSURED: Heritage Environmental Services, LLC



ADDITIONAL NAMED INSUREDS: (Applies to all locations of the named insured)

Heritage Environmental Services, LLC
6510 Telecom Drive Suite 400
Indianapolis, IN 46278

Heritage Environmental Services, LLC
7901 West Morris Street
Indianapolis, IN 46231

Heritage Interactive Services, LLC
6510 Telecom Drive Suite 400
Indianapolis, IN 46278

Heritage Transport, LLC
7901 West Morris Street
Indianapolis, IN 46231

Heritage Environmental Services PR, LLC
Carr 682 Km 13.5 Bo Cercadillo
Arecibo, PR 00613

Rineco Chemical Industries, LLC
P.O. Box 729
Benton, AR 72015

Rineco Environmental Services, LLC
P.O. Box 729
Benton, AR 72015

Rineco Transportation, LLC
P.O. Box 729
Benton, AR 72015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.,
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss (as permissible by law).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT #10

This endorsement, effective 12:01 a.m., 08-01-2021, forms a part of
Policy No. GEC000304121 issued to Heritage Environmental Services, LLC
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #007

This endorsement, effective 12:01 a.m., August 1, 2021 forms a part of Policy No. AEC000304321 issued to HERITAGE ENVIRONMENTAL SERVICES, LLC by XL Insurance America, Inc..

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
 - b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
 - c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.
- B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.
- C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HERITAGE ENVIRONMENTAL SERVICES, LLC
Endorsement Effective Date: August 1, 2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$150,000.00 within the 2022 Anti-Crime Sales Tax Fund to provide funding for the Sheriff's Office's 2022 Law Enforcement School-Based Initiative.

RESOLUTION NO. 20878, February 22, 2022

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the COMBAT staff has recommended that \$150,000.00 in Anti-Crime Sales Tax Funds be allocated to the Sheriff's Office's 2022 Law Enforcement School-Based Initiative (LESBI) Program; and,

WHEREAS, at its meeting of November 9, 2021, the COMBAT Commission endorsed the staff's recommendation in this regard; and,

WHEREAS, a transfer within the 2022 Anti-Crime Sales Tax Fund is necessary to cover funding for this program; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2022 Anti-Crime Sales Tax Fund:


<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Crime Sales Tax Fund COMBAT (LESBI)			
008-4407	56007 - Community Crime LESBI	\$150,000	
Sheriff D.A.R.E.			
008-4204	55010- Regular Salaries		\$61,953
008-4204	55030- Overtime Salaries		\$ 2,000
008-4204	55040- FICA Taxes		\$ 4,892
008-4204	55050- Pension Contribution		\$ 7,367
008-4204	55060- Insurance Benefits		\$ 5,241
008-4204	57190- Wearing Apparel		\$ 1,200
008-4204	57230- Other Operating Supplies		\$31,647
008-4204	56230- Printing		\$17,000
008-4204	56756- Training Expense		\$ 4,000
008-4204	56710- Dues & Membership		\$ 200
008-4204	56140- Travel Expense		\$ 9,500
008-4204	57010- Office Supplies		\$ 5,000

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. 20878 of February 22, 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: 008 4407 56007
ACCOUNT TITLE: Anti-Crime Sales Tax Fund
COMBAT Programming
Community Crime LESBI
NOT TO EXCEED: \$150,000.00



Date



Chief Administrative Officer

Request for Legislative Action

Res. #20878

Sponsor: Dan Tarwater III

Date: February 22, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20878
Sponsor(s):	Daniel T. Tarwater III	Legislature Meeting Date:	2/22/2022

Introduction

Action Items: ['Authorize']

Project/Title:

A resolution authorizing the County Prosecutor to transfer funds for the purpose of funding the Jackson County Sheriff's Department's Anti-Crime Sales Tax Fund for the 2022 fiscal year, which are engaged in Law Enforcement School Based Initiative (LESBI) for prevention, anti-crime and anti-violence activities at the aggregate cost to the county not the exceed \$150,000.

Request Summary

A resolution authorizing the County Prosecutor to transfer funds for the purpose of funding the Jackson County Sheriff's Department's Anti-Crime Sales Tax Fund for the 2022 fiscal year, which are engaged in Law Enforcement School Based Initiative (LESBI) for prevention, anti-crime and anti-violence activities at the aggregate cost to the county not the exceed \$150,000.

Background: The Anti-Crime Sales Tax fund authorizes the County to execute agreements and contracted services for the purpose of providing substance abuse treatment, prevention, and law enforcement school based initiatives, like services in Jackson County, and other anti-crime, anti-violence, and anti-drug initiatives in the community.

This recommendation is based upon a proposal submitted by the Jackson County Sheriff's Department to an online solicitation for proposals. Funding recommendations were presented to the Jackson County COMBAT Commission on November 9, 2021, with the recommendation to be presented to the Jackson County Legislature.

Contact Information

Department:	COMBAT	Submitted Date:	2/9/2022
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:	\$150,000
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$150,000
Is it transferring fund?	Yes
Transferring Fund From:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	4407 (COMBAT Programming)	56007 (Community Crime LESBI)	\$150,000
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	4204 (Sheriff D.A.R.E)	55010 (Regular Salaries)	\$61,953
008 (Anti-Crime Sales Tax Fund)	4204 (Sheriff D.A.R.E)	55030 (Overtime Salaries)	\$2,000
008 (Anti-Crime Sales Tax Fund)	4204 (Sheriff D.A.R.E)	55040 (FICA Taxes)	\$4,892
008 (Anti-Crime Sales Tax Fund)	4204 (Sheriff D.A.R.E)	55050 (Pension Contribution)	\$7,367
008 (Anti-Crime Sales Tax Fund)	4204 (Sheriff D.A.R.E)	55060 (Insurance Benefits)	\$5,241
008 (Anti-Crime Sales Tax Fund)	4204 (Sheriff D.A.R.E)	57190 (Wearing Apparel)	\$1,200
008 (Anti-Crime Sales Tax Fund)	4204 (Sheriff D.A.R.E)	57230 (Other Operating Supplies)	\$31,647
008 (Anti-Crime Sales Tax Fund)	4204 (Sheriff D.A.R.E)	56230 (Printing)	\$17,000
008 (Anti-Crime Sales Tax Fund)	4204 (Sheriff D.A.R.E)	56756 (Training Expense)	\$4,000
008 (Anti-Crime Sales Tax Fund)	4204 (Sheriff D.A.R.E)	56710 (Dues & Membership)	\$ 200
008 (Anti-Crime Sales Tax Fund)	4204 (Sheriff D.A.R.E)	56140 (Travel Expense)	\$9,500
008 (Anti-Crime Sales Tax Fund)	4204 (Sheriff D.A.R.E)	57010 (Office Supplies)	\$5,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20603	January 11, 2021

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	

Request for Legislative Action

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 - 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.

History
<p>Keron E. Hopkins at 2/9/2022 11:31:41 AM - [Submitted]</p> <p>Department Director: Vince M. Ortega at 2/9/2022 2:20:00 PM - [Returned for more information Keron,Will you change the Sheriff's D.A.R.E. to LESBI please. Thank you.Vince]</p> <p>Submitter: Keron E. Hopkins at 2/9/2022 3:01:33 PM - [Submitted Unable to change the Sheriff's DARE to LESBI because it is the name assigned to the Dept. 4204.]</p> <p>Department Director: Vince M. Ortega at 2/9/2022 3:28:20 PM - [Approved]</p> <p>Finance (Purchasing): Barbara J. Casamento at 2/9/2022 3:45:33 PM - [Not applicable]</p> <p>Compliance: Katie M. Bartle at 2/10/2022 9:27:09 AM - [Approved]</p> <p>Finance (Budget): Mark Lang at 2/10/2022 11:28:22 AM - [Returned for more information Please correct the FICA and Pension amounts to \$4,892 for FICA and \$7,367 for Pension.]</p> <p>Submitter: Keron E. Hopkins at 2/10/2022 3:03:27 PM - [Submitted Budget revised as per M.Lang's request.]</p> <p>Department Director: Vince M. Ortega at 2/10/2022 3:52:06 PM - [Approved]</p> <p>Finance (Purchasing): Barbara J. Casamento at 2/11/2022 9:41:29 AM - [Not applicable]</p> <p>Compliance: Katie M. Bartle at 2/11/2022 11:49:10 AM - [Approved]</p> <p>Finance (Budget): Mark Lang at 2/11/2022 12:15:32 PM - [Approved The fiscal note is attached.]</p> <p>Executive: Sylvia Stevenson at 2/11/2022 12:37:32 PM - [Approved]</p> <p>Legal: Katherine Henry at 2/16/2022 12:11:22 PM - [Approved]</p>

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Memorandum of Understanding with the Greater Kansas City Building and Trades Council, for the period ending December 31, 2024.

RESOLUTION NO. 20879, February 22, 2022

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, the Greater Kansas City Building and Trades Council is the collective bargaining agent for certain County associates in the Public Works and Parks + Rec Departments for the purpose of meeting and conferring with the County regarding salaries, rates of wages, hours of work, working conditions, and procedures for the settlement of differences as those matters relate to said associates; and,

WHEREAS, the County and the Council have negotiated the attached successor Memorandum of Understanding (MOU) for the purpose of establishing salaries, rates of wages, hours of work, working conditions, and procedures for the settlement of differences; and,

WHEREAS, the attached MOU shall be effective from January 1, 2022, through December 31, 2024, and may be subject to further negotiations related to general and entry level wages and benefits upon notice by either party on or before September 1 of the second and third years of the MOU; and,

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


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be, and is hereby, authorized to execute the attached Memorandum of Understanding on behalf of the County.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20879 of February 22, 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

MEMORANDUM OF UNDERSTANDING

ARTICLE 1 INTENT AND PURPOSE

This Memorandum of Understanding is entered into this day _____ of 2022, by and between Jackson County, Missouri, the "Employer," and the Greater Kansas City Building and Trades Council, "the Union," for the purpose of establishing salaries, rates of wages, hours of work, working conditions and procedures for the settlement of differences as these matters relate to those Jackson County, Missouri Employees represented by the Union, as more specifically defined hereinafter.

ARTICLE 2 RECOGNITION

Section 1 . The Employer agrees to recognize the Greater Kansas City Building and Trades Council as the sole and exclusive bargaining agent for Jackson County Employees in the Departments of Public Works, Corrections and Parks + Rec, or other departments as the Employees are assigned, who are presently members of or are represented by one of the following unions and perform work falling within the jurisdictions and job descriptions of the following craft unions: (1) Carpenters District Council, excluding those members of the Carpenter's Union in the Prosecuting Attorney's Office governed under a separate Memorandum of Understanding; (2) International Brotherhood of Electrical Workers, Local Union No. 124; (3) Painters and Allied Trades District Council No. 3; (4) Plumbers Local Union No. 8; and (5) International Union of Operating Engineers, Local Union No. 101.

ARTICLE 3 EMPLOYER'S RESPONSIBILITY

Section 1 . Except as specifically set out herein, nothing in this Memorandum shall be construed as divesting the Employer of any of its vested management rights or as delegating to others the authority conferred by law upon the Employer, or in any way abridging or reducing such authority.

- Section 2. In accordance with the Jackson County Personnel Rules, the Employer shall have the right to hire, promote, lay off, assign, transfer, discharge, and discipline for just cause as set forth in the Personnel Rules and to maintain the discipline and efficiency of its Employees. In addition, the Employer shall have the right to direct the workforce and determine work assignments, subject to article 5, section 3 of this Memorandum. To the extent practical, Employer shall give prior notification of any amendment to the rules and regulations governing these matters to the Union.
- Section 3. Employer shall notify Union in writing at least five (5) days in advance of any hiring of additional employees covered by this Memorandum.
- Section 4. In accordance the Jackson County Personnel Rules, if Employer requires an employee to use his vehicle for County purposes, then Employer agrees employee to use his vehicle for County purposes, then Employer agrees to pay the employee per mile the current rate as applicable as per the Internal Revenue Service (IRS), updated annually by the Finance Director for this use.

ARTICLE 4 (A)
WAGES AND BENEFITS

Employer agrees that, during the term of this Memorandum, it will provide to those Employees covered by this Memorandum any and all wage increases, or other increased benefits not specifically excluded by this Memorandum as may from time to time be granted to all other County employees employed under the Merit System. Wages shall be paid as set forth herein. However, in the event the County's adopted budget does not include countywide employee wage increases for any fiscal year, the wages for the trades will not be adjusted for that fiscal year as set forth in Article 4 (B). In the event that the County adopted budget includes a countywide employee merit increase, cost of living adjustment, flat amount, or any other form of countywide employee compensation increase per employee, the wages shall be adjusted for the trades as set forth in Article 4 (B).

The Employer shall pay to each Employee working under this Memorandum in the Employer's Public Works Department an annual clothing/shoe/boot allowance in the amount of \$300 For Employees in the Employer's Parks + Rec Department, this annual shoe allowance shall be in the amount of \$150 in view of that department's regular issuance of wearing apparel, including outerwear, under its departmental standard operating procedure.

ARTICLE 4 (B)
CARPENTERS PAINTERS ELECTRICIANS, AND PLUMBERS
WAGES AND BENEFITS

The following provisions shall be applicable to employees covered by this Memorandum who are members of the following labor unions: Carpenters District Council; District Council No. 3 Painters and Allied Trades; District Council No. 3; International Brotherhood of Electrical Workers Union No. 124; and Plumbers Local Union No. 8.

Section 1. All members of the aforesaid labor unions hired as permanent employees who are qualified journeyman in their respective trade shall be paid at least the following rates:

Carpenters	\$35.16 / hour
Plumbers	\$42.02 / hour
Painters	\$27.15 / hour
Electricians	\$36.80 / hour

or 85% of the applicable construction scale rate as of January 1 of any year under this Memorandum, whichever rate is higher, in compliance with Article 4 (A).

A journeyman shall be a person who possesses the skills specified and who falls within the definition for a journey of the respective trades as set forth in the U.S. Department of Labor of Occupational Titles.

Section 2.

In addition to the hourly wage rates provided above, there shall be paid an hourly fringe benefit in accordance with the following schedule for health and pension benefits, and payable as provided by the respective construction agreements for the Greater Kansas City Area. For the purpose of this Memorandum, the "construction agreements" herein referred to shall mean: As to the Carpenters District Council and District No. 3 Painters and Allied Trades, the contract between those unions and the Builders Association of Kansas City; and as to Plumbers Local Union No. 8, the contract between that Union and the Greater Kansas City Mechanical Contractors Association, and as to the Electricians Local No. 124, the contract between that union and the National Electrical Contractors Association Kansas City, Missouri Chapter:

Carpenters	\$20.60 / hour
Painters	\$17.21 / hour
Plumbers	\$23.19 / hour
Electricians	\$18.99 / hour

In the event fringe benefit rates, as established for the respective labor union members under any construction agreement as defined above, shall change, the respective union shall send Employer a written statement of such change and the effective date thereof, with verification and thereupon, Employer will make the appropriate adjustment to fringe benefits as is practical and upon certification of available funds by the Director of Finance, to be effective January 1 of the following year. Electricians shall receive an additional pension payment into the National Electrical Benefit Fund (NEBF) for pension in an amount equal to 3% of the gross monthly payroll accrued by the Electricians in the bargain unit.

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or

draft and shall constitute a debt due and owing to the NEBF, on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy- two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

- Section 3. Employer agrees that members of these respective unions employed temporary employees shall be paid in accordance with the current prevailing wage rates for that trade. For the purposes of this Memorandum, temporary employees are those Employees who are employed for a future specified limited period of time not to exceed six calendar months. It is agreed that such temporary employees shall not be guaranteed forty hours work each week nor shall they be eligible for any other County benefits including pay for holidays as provided in Article 9 herein.
- Section 4. Painters shall not be required to operate spray painting equipment longer than six hours in one day, exclusive of set up, preparation and clean up time. Employer shall furnish all safety equipment necessary for spray painting work.
- Section 5. Any Employee covered by this article may participate in any Jackson County medical insurance plan unless payment is made to a union health plan or payment, in lieu of payment for such benefits, is made to the Employee.
- Section 6. Employer agrees that any lead shall be paid \$2.00 per hour above the current journeyman rate, set out in section 1 above, as compensation for supervisory duties.
- Section 7. Members of the District Council 3 of the International Union of Painters and Allied trades that work under the Maintenance Agreement for Jackson County participate in the Safety Training Awards Recognition (STAR) Program. The contribution rate into the program is \$.10 cents per hour worked and includes all hours that are paid time off. The \$.10 cents per hour is to be paid by the Employer in addition to the hourly pay of each Employee to cover the cost of the STAR program.

ARTICLE 4 (C)
OPERATING ENGINEERS

The provisions of Article 4 (C) shall apply only to Employees who are members of the International Union of Operating Engineers, Local Union No. 101.

- Section 1. All Employees covered by article who are licensed operating engineers and perform traditional operating engineer functions shall be paid \$30.94 per hour to be increased by the percentage set forth in section 2 below annually. Newly hired operating engineers shall be licensed operating engineers who possess all required certifications and/or licenses that are applicable to the County buildings to which they are or could be assigned. The Employer does not intend to hire operating engineers who are not licensed operating engineers, but if it does, the minimum hourly wage rate for non-licensed operating engineers shall be 80% of the current journeyman wage rate per hour set out in this section for the first year of employment and 90% of the current journeyman wage rate per hour after one year of employment. Any non-licensed operating engineer who fails to obtain an operating engineer's license within thirty-six months of initial employment shall be subject to discharge.
- Section 2. For the duration of this Memorandum the annual wage increase for Operating Engineers will be the combined average dollar increase of the other four trades listed in article 4 (B). This increase will be applied to the hourly rate for each Operating Engineer to calculate the new hourly rate annually.
- Section 3. The Employer may designate a lead or chief operating engineer. The Employer agrees that, if it chooses to so designate, any lead or chief engineer shall be paid \$2.00 per hour above the current journeyman rate, set out in section 1 above, as compensation for supervisory duties.
- Section 4. The Employer shall, at the option of the Employee, pay into the International Union of Operating Engineers Plan (Union Central Pension Fund) \$10.52 per hour for each Employee who elects to be a member of the union pension plan. New Employees must elect to become a member of the union pension plan upon employment. Otherwise, any such new Employee shall be automatically a member of the County pension plan. Employees cannot be a part of the County pension plan and a non-County pension plan and must elect one or the other.

Section 5. In the event that Employer determines to add any additional shifts for operating Engineers during the term of the Memorandum, Employer will meet and confer with the Union as to how assignments to any such shifts will be made. The Employer retains the final right to make such shift assignments pursuant to article 3, section 2 of this Memorandum.

ARTICLE 5
HIRING PROCESS, LEAD POSITIONS, & WORK ASSIGNMENTS

Section 1. In the event there is a vacancy in a position and the Employer intends to fill the position, the Employer will contact the respective Union and request a minimum of three (3) candidates for interview. The Employer reserves the right to accept or reject all candidates and request additional candidates for interview if necessary. The Unions will provide a good faith effort in providing diverse candidates and an open solicitation to all members of any open positions for the Employer. The Employer agrees to not go outside of this process unless otherwise agreed to by both parties.

Section 2. The Employer intends to maintain lead positions, a minimum of one in the Department of Public Works / Facility Management and a minimum of one in the Parks+ Rec Department for the positions covered by the Memorandum. The Employer will select Employees to serve as leads from the existing positions through an application process. Leads will be compensated according to the provisions herein in article 4 (B), section 7 and article 4 (C), section 3 as applicable. Leads will be working supervisors in addition to acting as frontline foremen with input to management regarding work assignments, employee work performance, and disciplinary matters. The Employer reserves the right to further define the lead positions' roles.

Lead building trade foreman positions will attend meetings related to maintenance in their respective departments of Public Works and Parks + Rec. to discuss general maintenance plans, issues, etc., and to provide input as to whether current and/or planned projects can be handled by the County's union craft personnel or if utilization of an outside contractor is needed. The departmental meetings will be regularly scheduled at a time that the lead foreman can be available to participate if at all practicable. At the discretion of the Employer, the foreman may receive work orders for tradesmen, make assignments of work to appropriate craft personnel working with the supervisor, and be responsible to assure that all such

work is completed in a timely, quality, and craftsman-like manner. The foreman will provide input into the annual performance evaluations and disciplinary actions of tradesmen, if needed. The foreman can request non-tradesmen assistance from the supervisor as needed or appropriate.

Section 3. The Employer will make every attempt to assign work to the appropriate tradesmen. It is not the intention of the Employer to assign non-tradesmen to perform the duties of skilled tradesmen. In emergency situations, when a repair must be performed in order to protect the health and safety of the public or workforce, the Employer will take all necessary steps to remove the hazard. A follow-up of the emergency will be made by the appropriate lead foreman and, if necessary, the appropriate craftsmen to ensure the health and safety of all.

ARTICLE 6 HOURS OF WORK

Section 1. Each Employee shall be assigned by the Employer to a shift consisting of eight hours of hours of work each day, forty hours per week. No Employee shall be denied the opportunity to work a forty-hour week solely for the Employer's convenience. These hours are to be worked Monday through Friday, unless otherwise permanently designated by Employer for the particular job. Part-time Employees may be hired who need not be assigned eight hours each day or forty hours each week. If overtime work is necessary, Employer will attempt to distribute it equally among those Employees within the classification and working unit or group who are qualified to do the work. Payment for overtime work shall be governed by Rule 7 of the Jackson County Personnel Rules, except as otherwise provided herein.

- Section 2. If Employees work on Sunday outside their regularly scheduled hours and days, they shall be paid double time for such work if such work constitutes overtime as defined in this article.
- Section 3. If an Employee is called in to work outside his regular scheduled working hours, he shall be paid for four (4) hours at the straight-time rate of pay or time or one-half for all hours worked (double time on Sunday if non-scheduled), whichever is greater. It is further provided, however, if the Employee is called in immediately prior to the start of his regular shift, he shall be entitled only to time and one-half for hours worked prior to his shift. If the Employee is called in after 2:00 a.m., the Employee shall have the option of continuing the work shift at the applicable rate of pay as long as he does not work over the maximum of twelve (12) hours.
- Section 4. If Employees are required to work on a County designated holiday, or days observed as such, they shall be paid at the Employee's election, double the Employee's current hourly rate pay for such work, or compensatory time credit at double the hours the Employee works during a holiday.

There shall be no pyramiding of overtime.

- Section 5. Employer shall not schedule a shift to begin or end between the hours of 12:01 a.m. and 5:59 a.m. Employer shall notify each Employee in writing of any change in shift.

ARTICLE 7 DUES CHECK OFF

- Section 1 Employer shall deduct from the pay of each Employee who elects membership in a union such initiation fees and monthly dues as are due the Union from its members. These deductions shall be made on the first day of each month and shall be remitted to the Union within ten days thereafter along with a list of Employees' names and the amount deducted for each.

ARTICLE 8
GRIEVANCE PROCEDURE

- Section 1. A grievance is a dispute, a complaint, or a difference of opinion between the Employer and Union or an Employee or group of Employees covered by this Memorandum with respect to the meaning and application of or a complaint or decision under, the terms of this Memorandum and any grievance shall be settled in accordance with the following procedure which shall be exclusive but is not intended to preclude discussions between Employer and Union on any subject covered by this Memorandum.
- Section 2. Grievances shall be filed in writing, initially with the first level of supervision and, upon a failure to resolve said grievance, may be refiled at all higher levels of supervision up to and including the Division Manager. An honest effort shall be made by Employer and Union to resolved grievances, disputes, and complaints within fifteen calendar days after they arise. No grievance may be filed after the expiration of fifteen calendar days after it arose.
- Section 3. Grievances, disputes, and complaints not resolved as provided in section 2 above may be pursued through the appeal procedure as provided in the Jackson County Code and Personnel Rules, where appropriate. For terminations, demotions, or suspensions of five days or more, a grievance may be submitted to arbitration, at the election of an Employee or Union; such election must be made within fifteen calendar days after the Employer's final decision on the grievance provided in section 2 and no Employee shall be entitled to seek relief through both the Merit System Commission and arbitration. The election made by the Employee or Union to proceed to the Merit System Commission or through arbitration shall be irrevocable and shall extinguish the right to proceed under the method not chose at the time of the election. Any decision of the Merit System Commission may be appealed only through judicial review as provided by statute and not through arbitration provided herein.

Section 4. When arbitration has been elected, Employer and Union shall each properly appoint one representative and these representatives shall meet promptly to select an impartial arbitrator. In the event of failure to agree upon an arbitrator, they shall request a panel of five arbitrators from the Federal Mediation and Conciliation Service or another mediation service jointly approved, from which the arbitrator shall be selected by the alternate strike-off process. The arbitrator shall hear the matter in dispute under such rules and procedures as he shall set out. His decision shall be advisory only on all parties to the Memorandum and no arbitrator shall have any authority to add to, detract from or in any way alter the provisions of this Memorandum. Each of the parties to this Memorandum shall bear its own costs of arbitration and all charges and expenses of the arbitrator shall be born equally by the parties.

ARTICLE 9
VACATION & HOLIDAYS

Section 1. Employees shall be entitled to the same vacation as other County employees working under the County Personnel Rules and Code.

Section 2. Full time Employees covered by this Memorandum shall receive a regular's day pay for each holiday established from time to time by the Employer for its other employees. Should one of the established holidays fall within an Employee's vacation, that day will not be counted as a day of vacation.

Section 3. No work shall be scheduled to be performed on Labor Day. Employees are subject to being called in on Labor Day, as on other County holidays, to respond to Emergency situations.

ARTICLE 10
FUNERAL LEAVE

Section 1. Employees may be granted up to three (3) days leaves without loss of pay in the event of a death in the immediate family. In the event the services are to be conducted outside of a four hundred (400) mile radius, an additional two days off with pay will be granted. The immediate family is defined as wife, husband, son, daughter, stepchild, father, mother, sister, half-sisters, sister in law, brother, half-brother, brother in law, mother-in-law, father-in-law, grandparent, son-in-law, daughter-in-law, stepparents, grandchildren, or any other person if he/she resided permanently with the employee. At the request of the Employee and with the approval of Employer, these days may be non-consecutive, but these days must be used within thirty days of the death of the member of the immediate family

ARTICLE 11
JURY DUTY PAY

Section 1. A full-time Employee, as defined by the Jackson County Personnel Rules, selected for jury duty shall have an authorized leave for the duration of his jury service. Normal wages shall be paid for the period of jury duty provided the Employee shall endorse and deliver to Employer the warrant or check received for such jury duty. The Employee shall be entitled to retain any sum paid as mileage for jury duty.

ARTICLE 12
TIME OFF FOR ELECTIONS

Section 1. In accordance with state law and Rule 9.18 of the Jackson County Personnel Rules, sufficient time off to vote in County, State, and National elections will be granted.

ARTICLE 13
BULLETIN BOARDS

Section 1. Employer shall furnish a union bulletin board for the purpose of posting notices.

ARTICLE 14
PAY PERIODS

Section 1. All Employees covered by this Memorandum shall be paid on the same dates as other County Employees.

ARTICLE 15
SICK LEAVE

Section 1. Sick leave benefits effective under the Jackson County Personnel Rules for County employees shall apply to all Employees covered by this Memorandum.

ARTICLE 16
UNION STEWARDS & UNION REPRESENTATIVES

Section 1. Employer recognizes the right of the Union to designate job stewards and alternates from Employer's seniority list. Union shall advise the Employer of their appointment. The authority of job stewards and alternates shall be limited to:

- (a) The investigation and presentation of grievances in accordance with the provisions of this Memorandum;
- (b) The collection of dues outside working hours; and
- (c) The transmission of information from a local union or its officers; provided such information (i) has been reduced in writing or (ii) if not reduced to writing, is of a routine nature and does not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business. Any disputes as to whether or not such activities have been performed so as to unreasonably conflict with the steward's work duties shall be submitted to the grievance procedure herein.

Section 2. In the event the job steward or his alternate takes unauthorized strike action or attempts to direct the work force in any manner, Employer shall have the

right to discipline or discharge such steward, with recourse to the grievance procedure herein only on the question of whether he took the unauthorized strike action or attempted to direct the work force.

Section 3. In the event a Union representative would like to visit an Employee worksite, the representative will, as a courtesy, contact the Department Director or his/her designee prior to arrival. In no way should visits to the work site impede work progress on the part of the Employee during working hours.

ARTICLE 17
SENIORITY LAY OFF RECALL AND TRANSFER

Section 1 . Any new Employee covered by this Agreement shall be regarded as a probationary employee for seniority purposes until the Employee has actually worked thirty (30) days for the Employer, provided that Employer, at its sole discretion, may, after notice to Union and the employee involved, extend the probationary period for an additional fifteen (15) days. Upon satisfactory completion of the probationary period provided above, an Employee covered by this Memorandum shall be placed on the seniority list. The Employee's seniority shall be from his latest date of hiring by the Employer. In all other respects, the provisions of the Jackson County Personnel Rules and Code regarding probationary employment status shall apply.

Section 2. If Employer has Employees in excess of its budget or in excess of the needs of a department and determines that a lay-off is necessary, it shall determine the Employees to be laid off. In making this determination, factors to be considered include qualifications needed for the work to be assigned, performance evaluations and work record. Seniority shall be considered only if these factors are equal.

Employer shall submit to its Director of Human Resources a written statement of any lay-off action including names of the Employees laid off and the reason for lay-off.

Section 3. Seniority shall be considered, to the extent practical, concerning the selection of vacation periods.

ARTICLE 18

PENSION

Section 1. The parties recognize that Employer has a pension plan for its employees. Employer shall continue its efforts to fund properly such plan. Employees covered under this Memorandum are included within its provision unless otherwise provided herein and shall be provided a copy of the plan as printed. This does not include those Employees who are not participating in said plan by virtue of this Memorandum.

ARTICLE 19

DISCRIMINATION

Section 1. Employer and Union agree that there shall be no discrimination for or against any Employee or applicant for employment because of race, color, creed, sex, age, handicap, national origin or ancestry or because of Union activity or lack thereof.

Section 2. Employer and Union are committed to equal employment opportunity for racial minorities, women, and other employment-disadvantaged persons. This commitment shall be supported by positive and joint efforts to establish and implement an affirmative action plan designed to prevent discriminatory employment and promotion practices and to ensure that employment opportunities are distributed within the work force consistent with this policy.

ARTICLE 20

STRIKE AND LOCKOUTS

Section 1. There shall be no stoppages of work either by strike or lockout because of pay disputes or matters relating to this Memorandum. This clause shall not be considered to be in derogation of Employer's rights as they exist at the time of execution of this Memorandum.

ARTICLE 21

APPRENTICESHIP PROGRAM & TEMPORARY EMPLOYMENT

- Section 1. In the event that Employer determines to implement an apprenticeship program during the term of the Memorandum, Employer will meet with the Union to confer regarding the program's terms and conditions.
- Section 2. In as much as the Employer may, from time to time during the term of the Memorandum, choose to undertake the self-performance of maintenance and/or construction projects which warrant the temporary employment of additional building and/or construction craft personnel, it is hereby agreed that in such an event the Employer can, and will, obtain any and all such building and/or construction craft employees through the offices of the appropriate trade union (either an affiliate of the Greater Kansas City Building & Trades Council or other trade union designated herein).

The terms of employment of any and all such temporary employees will be those specific in the respective collective bargaining agreement(s) then in effect between the appropriate trade union(s) and area construction industry employers. In such event, the Employer agrees to execute those documents necessary to specifically bind itself to those agreements and to make fringe benefit contributions on behalf of covered employees.

ARTICLE 22

DRUG TESTING

- Section 1. In support of the Employer's effort to promote a drug and alcohol free workplace, the Employer, after discussions with the Unions, shall have the right to institute a random drug testing program designed to detect the presence of prohibited drugs in any person selected through the random selection process. Refusal to submit to a drug test will be grounds for discipline, including and up to termination.

ARTICLE 23

LABOR MANAGEMENT COMMITTEE

- Section 1. A labor management committee will be established to discuss issues that affect the work. An equal number of management and labor representatives will be on the committee, with an additional member to be secretary. The

committee will meet quarterly and will prepare an agenda at least a week in advance. Minutes from these meetings will be kept and made available to all employees.

ARTICLE 24
REOPENER

Section 1. This Memorandum shall be subject to being reopened for further negotiations in the second through fifth years of the Memorandum regarding general and entry level wages and benefits upon notice by either party to the other of a desire for such negotiations on or before September 1, 2023, or September 1 of each year thereafter.

ARTICLE 25
TERM OF MEMORANDUM

This Memorandum shall be effective as of the date of its execution, and shall remain in force until the 31st day of December, 2024, and it shall remain in force from year to year thereafter unless either party shall notify the other at least sixty (60) days prior to the above-specified date or the expiration succeeding year thereafter, of a desire to negotiate a new Memorandum.

EMPLOYER

UNION

JACKSON COUNTY, MISSOURI

GREATER KANSAS CITY BUILDING
& TRADES COUNCIL

By _____
Frank White, Jr.
County Executive

By _____
Alise Martiny
Executive Secretary / Business Manager

APPROVED AS TO FORM

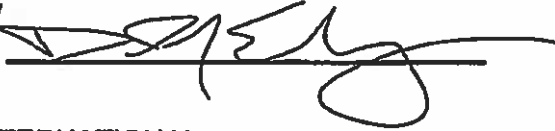
ATTEST:

By _____
W. Stephen Nixon
County Counselor

By _____
Mary Jo Spino,
Clerk of the County Legislature

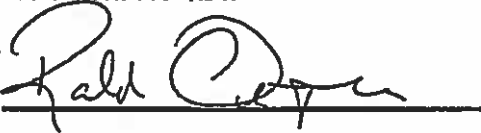
MID-AMERICA
CARPENTERS REGIONAL
COUNCIL:

By



INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS,
Local Union No 124:

By



PAINTERS DISTRICT
COUNCIL No. 3.

By



PLUMBERS, Local Union
No. 8:

By



INTERNATIONAL UNION
OF OPERATING
ENGINEERS,
Local Union No. 101:

By



Request for Legislative Action

Res. #20879

Sponsor: Jalen Anderson

Date: February 22, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20879
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	2/22/2022

Introduction
Action Items: ['Authorize']
Project/Title:
Authorize the County Executive to sign a Memorandum of Understanding with the Greater Kansas City Bulding and Trades Council for a new three year labor agreement expiring on December 31, 2024.

Request Summary
This resolution authorizes the County Executive to sign a Memorandum of Understanding (MOU) with the Greater Kansas City Building and Trades Council for a new three-year labor agreement expiring on December 31, 2024. This agreement maintains the 85% of County prevailing wage as the base pay for members of the Trades that are County associates. This agreement also adjusts the uniform and shoe allowance to better reflect actual costs incurred and slightly changes the late-night call-in provisions. It also requires the Unions to open up recruitment to all Union members to encourage the hiring of diverse associates into these positions.

Contact Information			
Department:	County Executive Office	Submitted Date:	2/11/2022
Name:	Troy Schulte	Email:	TSchulte@jacksongov.org
Title:	County Administrator	Phone:	816-881-1079

Budget Information			
Amount authorized by this legislation this fiscal year:	\$ 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:
19828	April 16, 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: Not spending money - MOU	
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

Troy Schulte at 2/11/2022 9:59:13 AM - [Submitted |]
Department Director: Sylvya Stevenson at 2/11/2022 10:10:40 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/11/2022 10:56:45 AM - [Not applicable |]
Compliance: Katie M. Bartle at 2/11/2022 12:16:08 PM - [Approved |]
Finance (Budget): Mark Lang at 2/11/2022 2:51:11 PM - [Not applicable |]
Executive: Sylvya Stevenson at 2/11/2022 3:07:12 PM - [Approved |]
Legal: Katherine Henry at 2/16/2022 12:12:34 PM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing a contract for the furnishing of software maintenance for use by the Office of the Clerk of the County Legislature to Granicus of St. Paul, MN, at an actual cost to the County in the amount of \$36,353.00, as a sole source purchase.

RESOLUTION NO. 20880, February 22, 2022

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Office of the Clerk of the County Legislature has a need for annual maintenance and support for its proprietary Granicus software; and,

WHEREAS, the Clerk's Office currently uses Granicus Encoding, Open Platform Suite, and Meeting Efficiency Suite for Legislative meetings; and,

WHEREAS, the required maintenance agreement supports these critical applications necessary for County business; and,

WHEREAS, annual software maintenance agreements are considered sole source purchases, as the maintenance can only be provided by the software's developer; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, 1984, the Director of Finance and Purchasing and Clerk recommend the award of a software maintenance and support agreement for use by the Office of the Clerk of the County Legislature to Granicus of St. Paul, MN, at an actual cost to the County in the actual amount of \$36,353.00, 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 hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,


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

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. 20880 of February 22, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

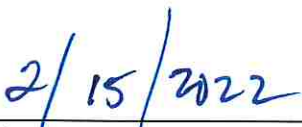
Absent _____

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: 001 0201 56662
ACCOUNT TITLE: General Fund
Clerk of the Legislature
Software Maintenance
NOT TO EXCEED: \$36,353.00



Date



Chief Administrative Officer

Request for Legislative Action

Res. #20880

Sponsor: Theresa Cass Galvin

Date: February 22, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20880
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	2/22/2022

Introduction

Action Items: ['Authorize']

Project/Title:

A RESOLUTION authorizing a contract for the furnishing of software maintenance for use by the Office of the Clerk of the County Legislature to Granicus of St. Paul, MN, at an actual cost to the County in the amount of \$36,353.00, as a sole source purchase.

Request Summary

The Office of the Clerk of the County Legislature has a need for annual maintenance and support of its proprietary Granicus software.

The Clerk of the Legislature currently uses Granicus Encoding, Open Platform Suite, and Meeting Efficiency Suite for Legislative meetings.

The required maintenance agreement supports these critical applications necessary for County business.

Annual software maintenance agreements are considered sole source purchases, as the maintenance can only be provided by the software's developer.

Pursuant to section 1030.1 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a software maintenance and support agreement for use by the Office of the Clerk of the County Legislature to Granicus of St. Paul, MN, at an actual cost to the County in the amount of \$36,353.00, as a sole source purchase; now therefore,

The Clerk of the County Legislature requests 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 for the accomplishment of the award.

Contact Information

Department:	Clerk of Legislature	Submitted Date:	2/10/2022
Name:	Tedi H. Rowland	Email:	TRowland@jacksongov.org
Title:	Deputy County Clerk	Phone:	816-881-3246

Budget Information

Amount authorized by this legislation this fiscal year:	\$36,353
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$36,353

Request for Legislative Action

Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	0201 (Clerk of the Legislature)	56662 (Software Maintenance)	\$36,353

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20597	January 4, 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:	Yes
Have all required attachments been included in this RLA?	Yes

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

Fiscal Information	
<ul style="list-style-type: none"> 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

Tedi H. Rowland at 2/10/2022 12:21:31 PM - [Submitted |]
Department Director: Mary Jo Spino at 2/10/2022 12:55:58 PM - [Returned for more information | Please correct the amount in the Request Summary as it is incorrect.]
Submitter: Tedi H. Rowland at 2/10/2022 1:04:44 PM - [Submitted | Corrected.]
Department Director: Mary Jo Spino at 2/10/2022 1:45:57 PM - [Returned for more information | as discussed.]
Submitter: Tedi H. Rowland at 2/10/2022 1:52:28 PM - [Submitted | corrected.]
Department Director: Mary Jo Spino at 2/10/2022 2:03:42 PM - [Approved | Theresa Cass Galvin will sponsor.]
Finance (Purchasing): Barbara J. Casamento at 2/10/2022 2:49:46 PM - [Approved |]
Compliance: Katie M. Bartle at 2/10/2022 3:29:27 PM - [Returned for more information | Granicus is not in compliance. They can go to <https://jacomocompliance.com/login.php> to submit an application for renewal. KMB 2/10/22]
Submitter: Tedi H. Rowland at 2/11/2022 11:32:33 AM - [Submitted | Now in compliance.]
Department Director: Mary Jo Spino at 2/11/2022 11:48:26 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/11/2022 12:03:12 PM - [Approved |]
Compliance: Katie M. Bartle at 2/11/2022 12:17:19 PM - [Approved |]
Finance (Budget): Mark Lang at 2/14/2022 9:53:25 AM - [Approved | The fiscal note is attached.]
Executive: Sylvya Stevenson at 2/14/2022 11:02:12 AM - [Approved |]
Legal: Katherine Henry at 2/16/2022 12:13:42 PM - [Approved |]



MARY JO SPINO

CLERK OF THE COUNTY LEGISLATURE

Jackson County Courthouse
415 East 12th Street, Second Floor
Second Floor
Kansas City, Missouri 64106
(816) 881-3242/Fax: (816) 881-3234
4473
coclerk@jacksongov.org

Independence Office
201 West Lexington Avenue,

Independence, Missouri 64050
(816) 881-1626/Fax: (816) 881-

TO: CRAIG REICH, SENIOR BUYER

FROM: MARY JO SPINO, CLERK OF THE COUNTY LEGISLATURE

DATE: FEBRUARY 10, 2022

RE: GRANICUS SOFTWARE – SOLE SOURCE SOFTWARE MAINTENANCE

Granicus is the County's sole source provider of Legislative Meeting and Agenda Services primarily used by the County Clerk's Office. Services Include postings, agenda, video recordings, and live streaming for the legislative meetings in Kansas City and Independence. The Granicus software and hardware were upgraded in 2019 to the latest software version with high definition compatible encoders included.



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Jackson County MO

Granicus Proposal for Jackson County MO

ORDER DETAILS

Prepared By: Lexi Huhta
Phone:
Email: alexis.huhta@granicus.com
Order #: Q-154603
Prepared On: 10/11/2021
Expires On: 02/28/2021

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 12/31/2021
Period of Performance: 01/01/2022 - 12/31/2022

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Transparency Suite	Annual	1 Each	\$25,749.95
Send Agenda (Legistar)	Annual	1 Each	\$0.00
Legistar	Annual	1 Each	\$0.00
Granicus Encoding Appliance Software (GT)	Annual	2 Each	\$3,029.40
Open Platform Suite	Annual	1 Each	\$0.00
Meeting Efficiency Suite	Annual	1 Each	\$0.00
Upgrade to SDI 720p Streaming	Annual	2 Each	\$7,573.52
govDelivery for Integrations	Annual	1 Each	\$0.00
SUBTOTAL:			\$36,352.87

PRODUCT DESCRIPTIONS

Solution	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

Solution	Description
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Recieve a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery intergrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on

an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Jackson County MO to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-154603 dated 10/11/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Jackson County MO	
Signature:	
Name:	
Title:	
Date:	

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Sheriff to execute the LexisNexis Master Terms & Conditions document relating to the Sheriff's Office's membership in Kansas City Early Threat Assessment Center, at no cost to the County.

RESOLUTION NO. 20881, February 22, 2022

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Sheriff's Office is a member of the Kansas City Early Threat Assessment Center (KCETAC) which provides the office access to several databases, including the LexisNexis Law Enforcement application; and,

WHEREAS, this application will be used for the purposes of conducting investigations critical to the office's mission; and,

WHEREAS, the attached LexisNexis Terms & Conditions document contains an indemnification provision which only the Legislature has authority to authorize; now therefore,


BE IT RESOLVED that the Sheriff be and hereby is authorized to execute the attached Terms & Conditions document and any other documents necessary to give effect to the intent of 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. 20881 of February 22, 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

LexisNexis Master Terms & Conditions - Government

These LexisNexis Master Terms & Conditions - Government (the “**Master Terms**”) are entered into by and between **LexisNexis Risk Solutions FL Inc. (“LNRSFL”)**, with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and the Company identified in the LexisNexis Risk Solutions Government Application (“**Customer**”), each individually referred to as the “**Party**” and collectively as the “**Parties**.” These Master Terms govern the provision of the LN Services (as defined below) by LNRSFL and each of its respective Affiliates who provide LN Services under these Master Terms (collectively referred to as “**LN**”).

WHEREAS, LNRSFL (or an Affiliate identified on a separate Schedule A) is the provider of certain data products, data applications and other related services (the “**LN Services**”); and

WHEREAS, Customer is a company or government agency requesting such data and data related services and is desirous of receiving LN’s capabilities; and

WHEREAS, the Parties now intend for these Master Terms to be the master agreement governing the relationship between the Parties with respect to the LN Services as of the Effective Date.

NOW, THEREFORE, LN and Customer agree to be mutually bound by the terms and conditions of these Master Terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1.SCOPE OF SERVICES/CUSTOMER CREDENTIALING. Subject to the terms of separate addenda and pricing schedule(s), purchase orders or statements of work for specific LN Services (each, a “**Schedule A**”), LN agrees to provide the LN Services described in such Schedule(s) A to Customer, subject to the terms and conditions herein. Any reference in a Schedule A to a services agreement shall mean these Master Terms plus the applicable addendum or addenda. References to the LN Services shall also be deemed to include the data therein as well as any Software provided by LN. These Master Terms shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available. Customer acknowledges and understands that LN will only allow Customer access to the LN Services if Customer’s credentials can be verified in accordance with LN’s internal credentialing procedures. The foregoing shall also apply to the addition of Customer’s individual locations and/or accounts.

2.RESTRICTED LICENSE. LN hereby grants to Customer a restricted license to use the LN Services, subject to the restrictions and limitations set forth below:

(i)Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer’s own internal business purposes. Customer represents and warrants that all of Customer’s use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Master Terms. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data for third-parties or, without LN’s consent, to compare the LN Services against a third party’s data processing services. Customer agrees that, if LN determines or reasonably suspects that continued provision of LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of these Master Terms or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN’s prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN’s sole discretion, to be sensitive or restricted information.

(ii)GLBA Data. Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is “nonpublic personal information,” as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the “**GLBA**”), and is regulated by the GLBA (“**GLBA Data**”).) Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests

information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) DPPA Data. Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) Non-FCRA Use Restrictions. The LN Services described in a Schedule A (as defined in these Master Terms) as Non-FCRA are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined in the FCRA (the "Non-FCRA LN Services"). Accordingly, the Non-FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by the Master Terms, information received through the Non-FCRA LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the Non-FCRA LN Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section, use the Non-FCRA LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the Non-FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.

(v) FCRA Services. If a Customer desires to use a product described in a Schedule A as an FCRA product, Customer will execute an FCRA Addendum to the Master Terms. The FCRA product will be delivered by an affiliate of LNRSFL, LexisNexis Risk Solutions Inc., in accordance with the terms and conditions of the Master Terms.

(vi) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of these Master Terms, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under these Master Terms. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(vii) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(viii) Additional Terms. To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at: www.lexisnexis.com/terms/risksupp, Customer agrees to

comply with the Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such news, business information, and federal legislative and regulatory materials through the LN Services, Customer agrees to comply with the Terms and Conditions contained at: <http://www.lexisnexis.com/terms/general.aspx> (the "L&P Terms"). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into these Master Terms by reference. In the event of a direct conflict between these Master Terms, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: these Master Terms, the Risk Supplemental Terms and then the L&P Terms.

(ix)MVR Data. If Customer is permitted to access Motor Vehicle Records ("MVR Data") from LN, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- a. Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- b. As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- c. Upon advanced written notice to Customer LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(x)HIPAA. Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(xi)Economic Sanctions Laws. Customer acknowledges that LN is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to LN Services to any individuals identified on OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws.

(xii)Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(vii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

(xiii)Software. To the extent that Customer is using software provided by LN ("Software"), whether hosted by LN or installed on Customer's equipment, such Software shall be deemed provided under a limited, revocable license, for the sole purpose of using the LN Services. In addition, the following terms apply: Customer shall not (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe the rights of others, or programs that place undue burdens on the operation of the Software, or (c) interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to any other restrictions (such as number of users, features, or duration of use) agreed to by the parties or as set forth in a Schedule A.

3.SECURITY. Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and

confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein. To the extent permitted under applicable law, Customer shall remain solely liable for all costs associated therewith and shall further reimburse LN for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the LN Services, or any actions required as a result thereof. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. To the extent permitted under applicable law, Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4.PERFORMANCE. LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "AS IS". Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5.PRICING SCHEDULES. Upon acceptance by the LN Affiliate(s) set forth on an applicable Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such schedules. The fees listed on a

Schedule A may be updated from time-to-time by notice to Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. INTELLECTUAL PROPERTY; CONFIDENTIALITY. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall promptly notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("**Disclosing Party**") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, the LN Services, and other business information ("**Confidential Information**"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "**Trade Secret**" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth under applicable law. Each receiving party ("**Receiving Party**") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of these Master Terms and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

7. PAYMENT OF FEES. Customer shall pay LN the fees described on the applicable Schedule A. Customer shall be responsible for payment of the applicable fees for all services ordered by Customer or otherwise obtained through Customer's User IDs, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN (and not employed by Customer at the time of the use) or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer agrees that it may be electronically invoiced for those fees. Payments must be received by LN within thirty (30) days of the invoice date. Any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by applicable law, whichever is less.

8. APPROPRIATION OF FUNDS. If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. TERM OF AGREEMENT. These Master Terms are for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "**Term**"); provided, however, that any term provided on a Schedule A (the "Schedule A Term") shall apply to the LN Services provided under such Schedule

A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, these Master Terms shall continue in effect for so long as LN is providing services for Customer.

10.TERMINATION. Either party may terminate these Master Terms at any time for any reason, except that Customer shall not have the right to terminate these Master Terms to the extent a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment.

11.GOVERNING LAW. In the event that Customer is a government agency, these Master Terms shall be governed by and construed in accordance with the state or federal law(s) applicable to such agency, irrespective of conflicts of law principles. If the Customer is not a government agency, these Master Terms shall be governed by the laws of the State of Georgia, irrespective of conflicts of law principles.

12.ASSIGNMENT. Neither these Master Terms nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. The dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer shall be deemed an assignment for the purposes of these Master Terms. Any assignment without the prior written consent of LN shall be void.

13.DISCLAIMER OF WARRANTIES. LN (SOLELY FOR PURPOSES OF INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND LIMITATION ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

14.LIMITATION OF LIABILITY. Neither LN, nor its subsidiaries and affiliates, nor any third-party data provider shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the LN Services) for any loss or injury arising out of or caused in whole or in part by use of the LN Services. If, notwithstanding the foregoing, liability can be imposed on LN, Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under these Master Terms, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount of fees actually paid by Customer to LN under this Agreement during the six (6) month period preceding the event that gave rise to such loss or injury. Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER.

15.INDEMNIFICATION. To the extent permitted by applicable law, Customer hereby agrees to protect, indemnify, defend, and hold harmless LN from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to any third-party claim based upon (a) use of information received by Customer (or any third-party receiving such information from or through Customer) furnished by or through LN; (b) breach of any terms, conditions, representations or certifications in these Master Terms; and (c) any Security Event. LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services, when used in accordance with these Master Terms, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution

of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate these Master Terms and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

16.SURVIVAL OF AGREEMENT. Provisions hereof related to release of claims; indemnification; use and protection of LN Services; payment for the LN Services; audit; LN's use and ownership of Customer's search inquiry data; disclaimer of warranties and other disclaimers; security; customer data and governing law shall survive any termination of the license to use the LN Services.

17.AUDIT. Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of these Master Terms, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews and/or audits of Customer's use of the LN Services. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

18.EMPLOYEE TRAINING. Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under these Master Terms, including, but not limited to, the licensing requirements and restrictions under Paragraph 2, the security requirements of Paragraph 3 and the privacy requirements in Paragraph 23. Customer shall conduct a similar review of its obligations under these Master Terms with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

19.TAXES. The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

20.CUSTOMER INFORMATION. Customer certifies that Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN, the LN Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act ("FDCPA") (15 U.S.C. § 1692-1692p) or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement. Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing service, LN may terminate this agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

21.RELATIONSHIP OF PARTIES. None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

22.CHANGE IN AGREEMENT. By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section of the Application, unless stated otherwise. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of some or all of the LN Services. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

23.PRIVACY PRINCIPLES. With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("**Principles**"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own

comparable privacy principles, policies, or practices. The Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>.

24.**PUBLICITY.** Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

25.**FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Master Terms (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

26.**LN AFFILIATES.** Customer understands that LN Services furnished under these Master Terms may be provided by LNRSFL and/or by one of its Affiliates, as further detailed in a separate Schedule A and addendum to these Master Terms. The specific LN entity furnishing the LN Services to Customer will be the sole LN entity satisfying all representations, warranties, covenants and obligations hereunder, as they pertain to the provision of such LN Services. Therefore, Customer hereby expressly acknowledges and agrees that it will seek fulfillment of any and all LN obligations only from the applicable LN entity and the other LN entities shall not be a guarantor of said LN entity's performance obligations hereunder.

27.**CUSTOMER SUBSIDIARIES.** LN may provide the LN Services to Customer's wholly owned subsidiaries ("Subsidiaries"), in LN's sole discretion, subject to the Subsidiaries' completion of LN's credentialing process and any applicable paperwork. Customer assumes full responsibility for such Subsidiaries.

28.**MISCELLANEOUS.** If any provision of these Master Terms or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of these Master Terms shall remain in full force and effect. The failure or delay by LN in exercising any right, power or remedy under this Agreement shall not operate as a waiver of any such right, power or remedy. The headings in these Master Terms are inserted for reference and convenience only and shall not enter into the interpretation hereof.

29.**ENTIRE AGREEMENT.** Except as otherwise provided herein, these Master Terms constitute the final written agreement and understanding of the parties with respect to terms and conditions applicable to all LN Services. These Master Terms shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of these Master Terms. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in these Master Terms shall, with respect to the LN Services and all matters within the scope of these Master Terms, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any additional, supplementary, or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing. The terms contained herein shall control and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. These Master Terms can be executed in counterparts, and faxed or electronic signatures will be deemed originals.

Request for Legislative Action

Res. #20881

Sponsor: Ronald E. Finley

Date: February 22, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20881
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	2/22/2022

Introduction

Action Items: ['Authorize']

Project/Title:

Legislative approval of LexisNexis Master Terms & Conditions - Government

Request Summary

The Jackson County Sheriff's Office is a member of the Kansas City Early Threat Assessment Center (KCETAC). The membership dues include access to several investigative resources, one of which is Lexis-Nexis. The Lexis-Nexis Law Enforcement application is a secure, CJIS compliant site which requires a user agreement.

The User Agreement includes an indemnification clause, which must be approved by the Jackson County Legislature, as part of the contract.

I am requesting Approval of the attached LexisNexis Master Terms & Conditions - Government

Approval will authorize the indemnification of LexisNexis Risk Solutions FL Inc. for any legal actions arising from the Jackson County Sheriff's Office use the information Lexis Nexis provides.

The Sheriff's Office will benefit by using Lexis Nexis for Investigations of all sorts. The Public will benefit by Detectives having another resource to aid in quickly solving criminal cases.

This RLA does not include a request for funding

This request does involve a contract and it has been reviewed by County Counselor Dawn Diehl. She is the person who advised me the contract needed to be approved by the Legislative body due to the indemnification clause.

There are no goods or services to be purchased involved with this request.

Contact Information

Department:	Sheriff	Submitted Date:	1/20/2022
Name:	Russell R. Beach	Email:	RBeach@jacksongov.org
Title:	Sergeant	Phone:	816-384-3131

Budget Information

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

Single Source Funding:

Request for Legislative Action

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

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
20787	October 18, 2021
Prior Resolution	
Resolution:	Resolution date:

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

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

Russell R. Beach at 1/20/2022 12:47:09 PM - [Submitted |]
Department Director: Michael L. Montgomery at 1/20/2022 1:23:06 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 1/20/2022 1:38:49 PM - [Not applicable |]
Compliance: Katie M. Bartle at 1/20/2022 2:24:58 PM - [Approved |]
Finance (Budget): Mark Lang at 1/21/2022 10:38:56 AM - [Not applicable |]
Legal: Elizabeth Freeland at 1/31/2022 3:55:30 PM - [Returned for more information | Please include prior legislation from email discussion. Thanks!]
Submitter: Russell R. Beach at 2/1/2022 8:12:32 AM - [Submitted | I added the reference to Ordinance 20787 granting funding to pay for the membership to KCETAC which in turn gives us access to Lexis Nexis. Ordinance 20787 passed on 0/25/2021]
Department Director: Ronald A. Fletcher at 2/1/2022 9:06:02 AM - [Approved | Approved. Major Ron Fletcher]
Finance (Purchasing): Barbara J. Casamento at 2/1/2022 9:43:36 AM - [Not applicable |]
Compliance: Katie M. Bartle at 2/1/2022 10:09:21 AM - [Approved |]
Finance (Budget): Mark Lang at 2/1/2022 1:45:14 PM - [Not applicable |]
Executive: Sylvia Stevenson at 2/1/2022 3:26:53 PM - [Approved |]
Legal: Elizabeth Freeland at 2/8/2022 9:52:25 AM - [Returned for more information | See email regarding date for prior legislation. Thanks!]
Submitter: Russell R. Beach at 2/9/2022 11:14:37 AM - [Submitted | Date of previous legislation changed to 10/18/21, the On Agenda date.]
Department Director: Michael L. Montgomery at 2/11/2022 12:44:28 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/11/2022 1:32:41 PM - [Not applicable |]
Compliance: Katie M. Bartle at 2/14/2022 9:49:26 AM - [Approved |]
Finance (Budget): Mark Lang at 2/14/2022 10:23:12 AM - [Not applicable |]
Executive: Sylvia Stevenson at 2/14/2022 11:07:04 AM - [Approved |]
Legal: Katherine Henry at 2/16/2022 12:14:30 PM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of software maintenance services for the COMBAT Community CareLink and COMBAT Connections databases for use by the COMBAT staff to First Call Technologies, LLC, of Kansas City, MO, at an actual cost to the County in the amount of \$170,500.00, as a sole source purchase.

RESOLUTION NO. 20882, February 22, 2022

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, by Resolutions 20564, dated November 23, 2020, and 20697, dated June 14, 2021, the Legislature awarded contracts for the furnishing of the COMBAT Community CareLink and COMBAT Connections databases which include grant application software, prevention software, and the Striving Together to Reduce Violence in Neighborhoods (STRIVIN) package, for use by COMBAT to First Call Technologies, LLC, of Kansas City (Jackson County), MO, as a sole source purchase; and,

WHEREAS, COMBAT has a need to purchase annual software maintenance services for these software packages; and,

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased can be obtained from only one source and requires notification of and approval by the Legislature on such sole source purchases exceeding \$25,000.00; and,

WHEREAS, the COMBAT Director and Director of Finance and Purchasing recommend the purchase of the required maintenance services from First Call Technologies, LLC, as a sole source, because First Call, as the developer of this proprietary software, is the only vendor capable of maintaining it; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the COMBAT Director and Director of Finance and Purchasing; 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. 20882 of February 22, 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: 008 4401 56662
ACCOUNT TITLE: Anti-Crime Sales Tax Fund
COMBAT Administration
Software Maintenance
NOT TO EXCEED: \$170,500.00

2/16/2022
Date



Chief Administrative Officer

Request for Legislative Action

Res. #20882

Sponsor: Dan Tarwater III

Date: February 22, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20882
Sponsor(s):	Daniel T. Tarwater III	Legislature Meeting Date:	2/22/2022

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing the purchase of the 2022 Annual Software Maintenance Fees Agreement for the COMBAT's Community CareLink and COMBAT Connections database from First Call of Kansas City, Missouri in the amount of \$170,500 as a Sole Source.

Request Summary
<p>The \$170,500 Sole Source purchase is for the 2022 maintenance fees outlined in First Call of Kansas City contract, CT 44012020034, Exhibit A-Fee and Expense Schedule. The 2022 maintenance schedule is for the annual maintenance of COMBAT's Community CareLink and COMBAT Connections system, which includes the COMBAT Treatment, STRIVIN, Prevention and Grant Applications modules. The scheduled work allows for continuity of electronic documentation of services performed, client demographic data, program reporting and outcomes, and gives agencies the ability to continue to electronically respond to funding opportunities and enable COMBAT staff to continue to better maintain and manage applications.</p> <p>The cost of the annual maintenance fees will be appropriately charged to the Software Maintenance budget line.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the requested maintenance services must be purchased from the developer of the software, First Call, and would be considered a Sole Source.</p>

Contact Information			
Department:	COMBAT	Submitted Date:	2/9/2022
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:	\$170,500
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$170,500
Is it transferring fund?	No
Single Source Funding:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	4401 (COMBAT Administration)	56662 (Software Maintenance)	\$170,500

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20464	July 20, 2020
20564	November 23, 2020
20697	June 14, 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

Keron E. Hopkins at 2/9/2022 10:31:58 AM - [Submitted |]
Department Director: Vince M. Ortega at 2/9/2022 2:13:03 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/9/2022 3:44:18 PM - [Approved |]
Compliance: Katie M. Bartle at 2/10/2022 9:28:58 AM - [Approved |]
Finance (Budget): Mark Lang at 2/10/2022 11:33:15 AM - [Approved | The fiscal note is attached.]
Executive: Troy Schulte at 2/10/2022 3:37:47 PM - [Approved |]
Legal: Katherine Henry at 2/16/2022 12:15:42 PM - [Approved |]



415 E. 12th Street
Kansas City, Missouri 64106
Jacksoncountycombat.com

MEMORANDUM

Vincent M. Ortega
Director
(816) 881-3886

Dawna J. Shumate
Deputy Director
(816) 881-3510

COMBAT
Commissioners:
Larry Beaty
Mark S. Bryant
Stephanie Burton
Arimenta Dupree
Alfred Jordan
Joseph Spalitto, DDS
Lanna Ultican
Kelvin L. Walls, M.D
Elizabeth Williams

Fax:
(816) 881-1416

TO: Ms. Barbara Casamento

FROM: Vincent M. Ortega, COMBAT Director

SUBJECT: Expansion of Scope of Work under Sole Source First Call of Kansas City
R.20564 (Nov. 23, 2020) & R.20697 (Jun. 14, 2021)/Contract CT 44012020034

DATE: January 14, 2022

cc: Jean Peters Baker, Jackson County Prosecutor,
Michael Erickson, IT Director

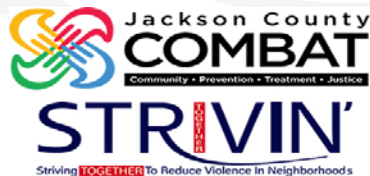
The purpose of this request is to expand the scope of work under the sole source First Call of Kansas City R.20564, R.20697, and Contract CT 44012020034. COMBAT desires to initiate the 2022 implementation of the annual maintenance schedule outlined in the First Call of Kansas City contract mentioned above. The scheduled work allows for continuity of electronic documentation of services performed, client demographic data, program reporting and outcomes, and gives agencies the ability to continue to electronically respond to funding opportunities and enable COMBAT staff to continue to better maintain and manage applications.

The 2022 maintenance schedule is for the annual maintenance of COMBAT's Community CareLink and COMBAT Connections system, which includes the COMBAT Treatment, STRIVIN, Prevention and Grant Applications modules.

This contract term will be from January 1, 2022 through December 31, 2022, as stated in the Agreement included in the above-mentioned contract, Exhibit A-Fee and Expense Schedule, Item 1(a).

Funding for this contract is as follows:

2022: 008-4401-56662 (\$170,500)



Director
Jackson County Court House
415 E. 12th Street, 9th Floor
Kansas City, Missouri 64106
Office: 816.881.3886
Fax: 816.881.1416

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$50,000.00 within the 2022 American Rescue Plan Fund and authorizing the County Executive to execute a Cooperative Agreement with Hope-Faith Ministries of Kansas City, MO, at a cost to the County not to exceed \$50,000.00.

RESOLUTION NO. 20883, February 22, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the American Rescue Plan Act of 2021 (ARPA), enacted by the U.S. Congress, provides for payments to local governments navigating the impact of COVID-19 outbreak from the Coronavirus State and Local Fiscal Recovery Funds; and,

WHEREAS, ARPA requires that these federal funds may be used only to cover expenses to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal/local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work; for the provision of government services to the extent of the reduction in revenue of such State, territory, or Tribal/local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; and,

WHEREAS, Jackson County's total allocation of ARPA funds is expected to be \$136,551,645.00, the first half of which was received in 2021, and the second half is expected later in 2022; and,

WHEREAS, in view of the restrictions placed on the use of these ARPA funds, by Ordinance 5574, dated November 20, 2021, the Legislature determined that these funds should be maintained in a separate County special revenue fund, to be designated the "American Rescue Plan Fund," and not commingled with the general or other special revenue funds of the County; and,

WHEREAS, Hope-Faith Ministries of Kansas City (Jackson County), MO, has applied for \$50,000.00 in County ARPA funds to assist it in responding to the negative economic impacts of COVID-19 in the provision of services; and,

WHEREAS, a transfer is necessary to place the funds needed 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:

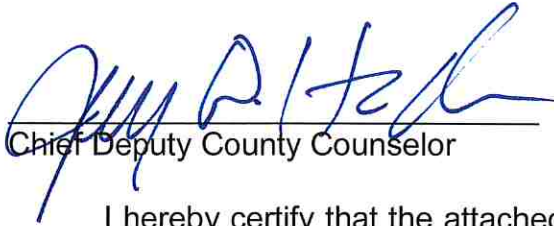
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
American Rescue Plan Fund 050-7801	56790- ARPA Disadvantaged Communities	\$50,000	
American Rescue Plan Fund	56789- Housing Resource Commission		\$50,000

and,

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute a Cooperative Agreement with Hope-Faith Ministries at a cost to the County not to exceed \$50,000.00, in a form to be approved by the County Counselor.

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

I hereby certify that the attached ordinance, Resolution No. 20883 introduced on February 22, 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 7801 56790
ACCOUNT TITLE: American Rescue Plan Fund
ARPA Disadvantaged Communities
NOT TO EXCEED: \$50,000.00

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: 050 7001 56789
ACCOUNT TITLE: American Rescue Plan Fund
Housing Resource Commission
NOT TO EXCEED: \$50,000.00

2/14/2022
Date


Chief Administrative Officer

Request for Legislative Action

Res. #20883
Sponsor: Tony Miller
Date: February 22, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20883
Sponsor(s):	Tony Miller	Legislature Meeting Date:	2/22/2022

Introduction
Action Items: ['Authorize', 'Transfer']
Project/Title:
Transferring \$50,000 within the American Rescue Plan Fund (No. 050) and authorizing the County Executive to execute a \$50,000 contract with Faith Hope Ministries for emergency homeless assistance brought about by the impact of COVID-19

Request Summary
This resolution authorizes a transfer of \$50,000 within budgeted American Rescue Plan funds that were allocated for Disadvantaged Communities for the purpose of providing emergency homeless assistance. This resolution further authorizes the County Executive to execute a \$50,000 contract for homeless assistance with Hope-Faith Ministries of Kansas City, Missouri. These funds will be used to help support ongoing staff costs.

Contact Information			
Department:	County Executive Office	Submitted Date:	2/8/2022
Name:	Troy Schulte	Email:	TSchulte@jacksongov.org
Title:	County Administrator	Phone:	816-881-1079

Request for Legislative Action

Budget Information			
Amount authorized by this legislation this fiscal year:			\$50,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$50,000
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
050 (American Rescue Plan Fund)	7801 (ARPA Disadvantaged Communities)	56790 (Other Contractual Services)	\$50,000
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
050 (American Rescue Plan Fund)	7001 (Housing Resource Commission)	56789 (Outside Agency Funding)	\$50,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5573	November 20, 2021
Prior Resolution	
Resolution:	Resolution date:

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Nonprofit Agency	
MBE:	.00%
WBE:	.00%

Request for Legislative Action

VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information

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

History

Troy Schulte at 2/8/2022 2:36:16 PM - [Submitted |]
Department Director: Sylvya Stevenson at 2/8/2022 4:09:11 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/8/2022 4:41:36 PM - [Not applicable |]
Compliance: Jaime Guillen at 2/9/2022 9:48:37 AM - [Returned for more information | Hope Faith will need to apply for a Certificate of Compliance.]
Submitter: Troy Schulte at 2/9/2022 4:14:18 PM - [Submitted | Hope Faith now in compliance]
Department Director: Sylvya Stevenson at 2/9/2022 10:05:19 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/14/2022 9:04:13 AM - [Not applicable |]
Compliance: Katie M. Bartle at 2/14/2022 9:39:16 AM - [Approved |]
Finance (Budget): Mark Lang at 2/14/2022 10:30:07 AM - [Approved | The fiscal note is attached.]
Executive: Sylvya Stevenson at 2/14/2022 11:06:13 AM - [Approved |]
Legal: Katherine Henry at 2/16/2022 12:16:36 PM - [Approved |]

Fiscal Note:

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

PC# _____

Date: February 14, 2022

RES # 20883
eRLA ID #: 400

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>From</u>	<u>To</u>
<u>050 American Rescue Plan Fund</u>			
<u>7801 ARPA Disadvantaged Communities</u>	<u>56790 Other Contractual Services</u>	<u>\$ 50,000</u>	<u>\$ -</u>
<u>7001 Housing Resource Commission</u>	<u>56789 Outside Agency Funding</u>	<u>-</u>	<u>50,000</u>
_____	_____	_____	_____
_____	_____	_____	_____
		<u>\$ 50,000</u>	<u>\$ 50,000</u>

Fiscal Note:

This expenditure was included in the Annual Budget

PC# _____

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
<u>050 American Rescue Plan Fund</u>		
<u>7001 Housing Resource Commission</u>	<u>56789 Outside Agency Funding</u>	<u>\$ 50,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
		<u>\$ 50,000</u>

APPROVED
By Mark Lang at 10:29 am, Feb 14, 2022
Budget Office



HOPE

FAITH

HOMELESS ASSISTANCE CAMPUS

Hope Faith Homeless Assistance Campus To Jackson
County RLA Proposal
02/03/2022:

Proposal:

Hope Faith is the only Daytime Homeless Assistance Campus in Kansas City. 2022 has brought a new set of challenges that we are trying to continue to meet as it relates to the COVID 19 Pandemic.

To give you some perspective. In January 2021 we saw 2,603 guests come in our door. In 2022 we saw that number jump to 4,459 (this is a duplicated number for both based on daily guest entry). There are a few reasons for such a jump. Because of the high number of Covid cases, many other agencies have cut their capacity, had to shut down due to an outbreak or are serving meals only "to-go".

Because of the increase in guests in 2021 we served 4,556 meals. At the end of January 2022 we served 10,479 meals. More than doubling the number of year over year.

At Hope Faith we too had an outbreak amongst our guests and staff. We did make the decision that we would not be able to just leave people outside. Where will they go during the day to get the services we provide to keep them warm and with our security and staff, safe? We also serve breakfast and lunch, showers, haircuts, laundry, mail, fresh clothes, and maybe most importantly our case managers and coordinated entry staff, to find solutions to get people housed, whether with a bed night or permanent solutions. We are also transporting people from our place to the various shelters, overflow shelters and even to medical care and personal, vital business appointments.

This has caused a strain on our finances and food sources. Hope Faith is seeking a one time allocation to help us with this direct impact of COVID and thus our increase in clients in our door.

We have several long term grants in the works. This short term funding would help us with: Food, Security and Staffing relief.

We are asking for \$65,000.00 One time for short term relief of COVID to continue the work we do.

Breakdown:

\$10,000 for Food & Supplies

\$15,000 for help cover Security (we have 2 guards each day, licensed and trained)

\$10,000 to help cover our Manager of Coordinated Entry and Diversion

\$10,000 to help cover our Kitchen staff

\$10,000 to help cover Floor Manager

\$10,000 to help cover Welcome Center Coordinator (intake and help with services)

This totals \$65,000.00.

If you need any details of the numbers we serve, the scope of the work these people perform or any other information you need in your deliberation. We are happy to reach out or can be reached out to.

Doug Langner
Executive Director Hope Faith

Hope Faith
705 Virginia
Kansas City, MO 64106

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

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

RESOLUTION NO. 20884, February 22, 2022

INTRODUCED BY Crystal Williams, County Legislator

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

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

WHEREAS, the Board met November 12, 2021, and recommended an allocation of \$125,000.00 of the projected 2022 budget revenues to be awarded as follows:

<u>Agency</u>	<u>Amount</u>
Hope House	\$38,000.00
Rose Brooks	\$38,000.00
Synergy	\$11,000.00
New House	\$38,000.00

and,

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

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

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


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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20884 of February 22, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

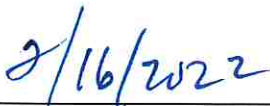
Absent _____

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



Date



Chief Administrative Officer

Request for Legislative Action

Res. No.: 20884
Sponsor: Crystal Williams
Date: February 22, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20884
Sponsor(s):	Crystal J. Williams	Legislature Meeting Date:	2/22/2022

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

Request Summary
<p>Pursuant to section 8700, Jackson County Code, the Board of Domestic Violence Shelters was established to administer the distribution of fees collected pursuant to state statutes and Code. The fees that support the domestic violence shelters come from \$5 on each marriage license and \$2 on each civil court filing.</p> <p>The Board of Domestic Violence Shelters met on November 12, 2021 and voted to recommend an allocation of \$125,000 of the projected 2022 budget to be awarded as follows:</p> <p>Synergy - \$11,000 Rose Brooks - \$38,000 New House - \$38,000 Hope House - \$38,000</p> <p>The Purchasing Department issued Request for Qualifications No. 61-21 for Domestic Violence Services and received responses from Synergy, Rose Brooks, New House and Hope House on 9/28/21.</p>

Contact Information			
Department:	County Executive Office	Submitted Date:	1/20/2022
Name:	Ashley R. Burke	Email:	ARBurke@jacksongov.org
Title:		Phone:	816-881-3449

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

Request for Legislative Action

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

Request for Legislative Action

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

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

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

Fiscal Information	
•	

Request for Legislative Action

History

Ashley R. Burke at 1/20/2022 2:35:15 PM - [Submitted |]
Department Director: Sylvya Stevenson at 1/21/2022 10:58:44 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 1/21/2022 11:25:39 AM - [Returned for more information | Please add to Request Summary: The Purchasing Department issued Request for Qualifications No. 61-21 for Domestic Violence Services and received responses from Synergy, Rose Brooks, New House and Hope House on 9/28/21.I am emailing you the Bid Abstract to include as an Attachment]
Submitter: Ashley R. Burke at 1/21/2022 2:13:40 PM - [Submitted |]
Department Director: Sylvya Stevenson at 1/21/2022 2:52:56 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 1/21/2022 3:08:20 PM - [Returned for more information | Please add the language to the Request Summary so I can approve as to Chapter 10]
Submitter: Ashley R. Burke at 1/21/2022 3:25:20 PM - [Submitted |]
Department Director: Sylvya Stevenson at 1/21/2022 3:40:59 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 1/21/2022 3:51:38 PM - [Approved |]
Compliance: Katie M. Bartle at 1/24/2022 9:28:57 AM - [Approved |]
Finance (Budget): Mary Rasmussen at 1/24/2022 12:01:54 PM - [Returned for more information | Change account to 041-7101-56789.]
Submitter: Ashley R. Burke at 1/24/2022 12:14:06 PM - [Submitted |]
Department Director: Troy Schulte at 1/24/2022 12:46:43 PM - [Approved |]
Executive: Troy Schulte at 2/15/2022 1:42:31 PM - [Approved |]
Legal: Katherine Henry at 2/16/2022 12:17:41 PM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Tuesday, February 22, 2022, for the purpose of conducting privileged and confidential communications under section 610.021(2) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 20885, February 22, 2022

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Tuesday, February 22, 2022, during the regularly scheduled meeting of the Legislature; and,

WHEREAS, public notice of such closed meeting has been given by inclusion of this Resolution on the published agenda for said meeting; and,

WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications concerning the potential purchase of real estate; and,

WHEREAS, such closed meeting is allowable under section 610.021(2) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Tuesday, February 22, 2022, pursuant to section 610.021(2), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20885 of February 22, 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