



# Jackson County Health Department

## March 23-30, 2022

### COVID-19

#### Data

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

#### JACOHD

- Total Cases – 67,541
- Total Deaths – 771

#### Totals by Week:

- Cases – 274
- Deaths – 7

\*\*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

Ignite Medical Resort St. Mary's- 101  
John Knox Village Assisted Living – 45

\*\*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.

### JACOHD/ Jackson County Vaccine Data

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

#### JACOHD

- Total doses administered – 87,971

#### Jackson County

- 61.7% of Jackson County residents have initiated vaccination; 56.6% have completed vaccination
  - Jackson County's population: 269,503
- 166,177 first doses have been administered; 373,671 total doses have been administered

### JACOHD/TMC Sponsored Testing

Thursday, Mar. 31, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
Friday, Apr. 1, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
Monday, Apr. 4, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
Tuesday, Apr. 5, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
Wednesday, Apr. 6, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence

Symptomatic Testing: Call 816-404-2273

### JACOHD Vaccine Clinics

Thursday, Mar. 31, 2022	9 a.m. – 6 p.m. – 313 S Liberty St, Independence
Friday, Apr. 1, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence
Monday, Apr. 4, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence
Tuesday, Apr. 5, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence
Wednesday, Apr. 6, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence

Residents can visit [jacohd.org/events](http://jacohd.org/events) to find clinic registration and walk-in hours.

### PPE Supply

The supply rate meets the demand rate.

### JCDC Testing

JACOHD is continually working with JCDC on reporting and investigation.

### Regional Coordination Meetings

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



# COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

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

201 West Lexington, 2<sup>nd</sup> Floor  
Independence, MO 64050

## April 1 – April 7, 2022

4-01-2022 Friday

NO MEETINGS –

4-04-2022 Monday

NO ANTI-CRIME, BUDGET, HEALTH & ENVIRONMENT,  
INTER-GOVERNMENTAL AFFAIRS, PUBLIC WORKS,  
RULES, OR 911 OVERSIGHT COMMITTEE MEETINGS

9:35 A.M.

Justice & Law Enforcement Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

9:45 A.M.

Land Use Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

9:55 A.M.

Finance & Audit Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

10:00 A.M.

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

**Closed Meeting per Resolution #20908**

4-05-2022 Tuesday

NO MEETINGS –

4-06-2022 Wednesday

NO MEETINGS –

4-07-2022 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**

**AN ORDINANCE** repealing sections 5000., 5002., 5005., 5011., 5013., 5014., 5015., 5018., 5019., 5020., 5021., 5023., 5024., 5025., 5026., 5028., 5029., 5030., 5035., 5036., 5037., 5038., 5040., 5041., 5042., 5046., 5049., 5059., 5066., 5069., 5071., 5072., 5073., 5080., 5081., 5082., 5083., 5084., 5090., Jackson County Code, 1984, relating to County parks and park operations, and enacting, in lieu thereof, thirty-nine new sections relating to the same subjects.

**ORDINANCE NO. 5610**, March 28, 2022

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Director of Parks + Rec recommends the revision of many sections in chapter 50 of the County Code, relating to County parks and park operations, to incorporate best practices and current standard procedure for park visitors; and

WHEREAS, the adoption of the recommended revisions is in the best interest of the health, welfare, and safety of the citizens of Jackson County; now therefore

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

Section A. Enacting Clause

Sections 5000., 5002., 5005., 5011., 5013., 5014., 5015., 5018., 5019., 5020., 5021., 5023., 5024., 5025., 5026., 5028., 5029., 5030., 5035., 5036., 5037., 5038., 5040., 5041., 5042., 5046., 5049., 5059., 5066., 5069., 5071., 5072., 5073., 5080., 5081., 5082., 5083., 5084., 5090., Jackson County Code, 1984, are hereby repealed, and thirty-nine new sections in lieu thereof, to read as follows:

5000. Scope.

The provisions of this chapter govern the use and management of the Jackson County Park System, Waterways, the Rock Island Rail Corridor, and other County-owned properties used at least in part for recreation[s] purposes.

5002. Definitions.

When used in this chapter, the following words and phrases shall have the following meanings. If any words and phrases are not defined by this chapter but are defined in the state law regulating the use of parks, the state law definition shall apply.

5002.1      Authorized Emergency Vehicles.

Authorized Emergency Vehicles shall include the following:

a. Ambulance. Any vehicle operated as an ambulance;

b. State Highway Patrol. Any vehicle operated by the Missouri State Highway Patrol;

c. Police. Any vehicle operated by a municipal police department within Jackson County;

d. Fire. Any vehicle operated by a municipal fire department or fire protection district within Jackson County;

e. Sheriff. Any vehicle operated by the Jackson County Sheriff or any deputy sheriff; and

f. Park Ranger. Any vehicle operated by a Jackson County park ranger.

5002.2 Director.

The Director the Jackson County Parks + Rec Department or that officer's designee.

5002.[2] 3 Rock Island Rail Corridor.

The non-parkland property acquired by Jackson County for use as common carrier asset and for transit facilities, economic development, and multi-modal transportation services, including bicycle and pedestrian facilities.

50[19.1] 02.4 Waterfowl.

Any species of birds commonly known as swans, geese, brants, river and sea ducks, and any other waterfowl falling under the jurisdiction of the Missouri Conservation Commission or otherwise defined by the Commission as migratory waterfowl.

5002.[1] 5 Waterway.

Any body of water, lake, pond, stream, or waterway owned or controlled by Jackson County. Jackson County waterways include, but are not limited to, Longview Lake, Prairie Lee Lake, Blue Springs Lake and Lake Jacomo.

5005. Park Rangers.

Jackson County park rangers shall assist the Director in the control, management and protection of all Jackson County parks, park property, Waterways, the Rock Island Rail Corridor, and all wildlife, natural, and cultural resources of the parks.

5005.1 General Duties.

Jackson County park rangers shall strive to assure the convenience and safety of all persons using county parks as permitted by this chapter.

5005.2 Enforcement of Park Regulations.

Jackson County park ranger shall have concurrent jurisdiction with the officers of the Sheriff's Patrol to enforce all park regulations set out in chapter 50, Jackson County Code. (See sections 64.335 & 590.105 RSMo)

5005.3 Enforcement of Nonmoving Traffic Violations.

Jackson County park rangers shall have the jurisdiction to enforce the following provisions of chapter 52, Traffic Code, and chapter 55, Petty Offenses:

5240. Aggressive Driving;

5257. Vehicles on Roads to be Licensed; Display Required;

5270. Obstruction of Traffic Prohibited;

5271. Blocking Driveway Prohibited;

5272. Standing in Curb Loading Zone;

5273. Maximum Time at Curb Loading Zone;

5274. Buses;

5275. Taxicabs;

5276. Bus and Taxicab Stands, Use Restrictions;

5277. Parking Restricted on Certain Streets;

5284. Illegally Parked Vehicles;

5286. Vehicle Abandonment Prohibited;

5531. Disorderly Conduct;

5534. Weapons Offenses;

5539. Obedience to Sheriff, Deputy, or Park Ranger;

5540. Littering;

5545. Stealing;

5547. Possession of Controlled Substances

5549. False Report or Information;

5551. Fleeing or Attempting to Elude an Officer;

5552. Hindering an Officer/Resisting Arrest;

5554. Resisting Arrest; and

5556. Public Indecent Exposure.

5005.4 Violation of Law Other Than Park Regulation.

On observing any violation of this code, or the laws of the United States or the state of Missouri, the Jackson County park rangers may notify the Sheriff, the Highway Patrol, or any appropriate law enforcement authority of the United States, the state, or the county, or of the city in which the park is located.

5005.5 Emergencies.

In the event of emergencies involving illness or injury, or danger to life, the Jackson County park rangers shall take reasonable steps to obtain needed medical, rescue or other emergency assistance.

5005.6 Oath of Office.

Upon successful completion of required law enforcement training, each park ranger shall take an oath of office before the clerk of the county legislature.

5011. Sales and Concessions.

Sales or advertisement of merchandise or other goods or services for sale or hire, in or on any Jackson County park, facility, land, or water is prohibited, except by written permission of the Director or under license otherwise provided for by this chapter.



5011.1 Display of Written Permits.

Written permits issued by the Director pursuant to this section for the sale or advertisement of merchandise or other goods or services for sale or hire in or on any Jackson County park, facility, land, or water, must be conspicuously displayed at all times.

5011.2 Advertisement.

No person, group, or organization shall display or distribute literature, posters, fliers, or any other material in any Jackson County park except by written permission of the Director. If granted written permission by the Director, any person, group, or organization that has displayed posters, fliers, or any other materials shall take down said items at the conclusion of the event and/or activity for which the display was permitted and remove them from park property.

5011.3 Photography Permit Required.

No person shall, for commercial purposes, photograph, record, video, videotape, or use any other means of capturing images and/or sounds within any Jackson County Parks + Rec park or facility for commercial purposes, without having obtained the appropriate photography permit from the Director. All forms of photography are prohibited at the Longview and Blue Springs swim beaches unless a written permit has been issued by the Director.

5013. Motor Vehicles.

The term “Motor Vehicle” shall include but shall not be limited to any automobile, truck, motorcycle, minibike, trailbike, Segway, hoverboard, snowmobile, dune buggy, all-terrain vehicle, trailer, camper, and other such similar motorized equipment. An e-bike, as defined in subsection 5013.5 of this section, is specifically excluded from this definition of “Motor Vehicle.” The operation of e-bikes on County park trails is governed by subsection 5013.5.

5013.1 Motor Vehicle Operation.

Motor vehicles may only be operated on roadways and parking areas designated by the Director. No person shall operate any motor vehicle through, around or beyond a restrictive sign, recognizable barricade, fenced gate, or other traffic control barrier or device. No person shall operate any motor vehicle in any area other than on paved roadways and parking areas designated by the Director. The Director may also designate where certain “Other Power Driven Mobility Devices” may be limited or permitted.

5013.2 All Terrain Vehicles.

No person shall operate an all-terrain vehicle in any Jackson County park without the written permission of the Director.

5013.3 Truck Sizes.

No person shall operate [the operator of] a truck rated over one and a half tons [is prohibited from operating said truck] in [all] any Jackson County park[s]. Woods Chapel Road, Longview Road, Raytown Road, and 109th Street are excluded from this prohibition.

5013.4 Horse Trailer Parking.

No person shall park a trailer or other conveyance designed to transport horses in any park or recreational area, including designated equestrian trailhead parking areas, without a permit issued by the Director. Permits will be issued for a definite time and duration and will not be transferable. Permits must be clearly displayed on the rear of the trailer or transport. Participation in a reserved event as designated by the Director does not require a permit.

5013.5 E-bike Usage on County Trails and Shared Use Paths.

The Director may designate certain trails where e-bikes may be permitted. "E-bike," as used in this chapter, is defined as a pedal-assisted one, two, or three-wheeled bicycle that requires user interaction to propel the device with assistance from an electronic engine or battery (defined by the industry as a class 1 or class 3 type bike). Any throttle or full accelerator bike that does not require the user to pedal to propel the bike is strictly prohibited on any park trail or shared use path. Any combustion-powered bicycle of any type is also prohibited on any County park

trail. No person shall operate an e-bike on any County park trail unless such trail has been designated for e-bike operation by the Director.

5014. Hot Air Balloons and Other Transportation Equipment.

Hot Air Balloons may be launched from launching sites designated by the Director and are subject to permits and regulations promulgated by the Director. No person shall launch a Hot Air Balloon on any park land, lake, or waterway, except from a designated launching site or when authorized by the Director as a Special Event.

5014.1 Ultralight Aircraft.

No person shall operate any ultralight aircraft on any Jackson County park land, lake, or waterway except when authorized by the Director.

5014.2 Para-Sailing Equipment and Operation.

No person shall operate any para-sailing equipment, kiteboard, or similar device on any Jackson County lake or waterway except when authorized by the Director.

5014.3 Bicycles/Mountain Bikes/All-Terrain Bikes/E-bikes.

No person shall operate any bicycle, mountain bike, all-terrain bike, wide-tired bike, or other non-motorized, pedal-operated vehicle, or e-bike, in any Jackson County park except at areas designated by the Director and on marked trails or roads within any park.

5015. [Shooting Into Park] Firearms.

No person shall discharge a firearm or other weapon within the boundaries of any Jackson County Park, or into any park area from beyond the park boundaries, unless authorized by the Director.

5018. Animals, Fish, and Wildlife.

No person shall pursue, catch, kill, molest, possess, illuminate, spotlight, feed, or take in any manner or any quantity any wildlife nor shall any person destroy the dens or nests of any wildlife on park land except as otherwise permitted by this chapter, or by the express permission of the Director when necessary to control animal damage.

5018.1      Domestic Animals.

No person shall bring any domestic animal into any County park or area used for recreation, unless such animal shall be in the immediate control of such person on a leash not exceeding six feet in length.

5018.2      Horseback Riding.

No person shall engage in horseback riding in any county park or area used for recreation, except on a marked bridle path [and] or in an area so designated by the Director.

5018.3      Trapping.

No person shall set or possess any [steel, plastic or wooden] trap for catching, pursuing, or killing wildlife in any Jackson County park without written permission from the Director. If granted, a copy of the written permit must be carried up any person while engaged in trapping on Jackson County park property.

5018.4      Livestock.

No person shall graze any livestock in any Jackson County park without written permission from the Director.

5018.5      Releasing of Wildlife.

No person shall bring any animal into a Jackson County park for release. This shall include an animal control officer, unless written permission is obtained from the Director.

501[9.1] 8.6 Deer Stands, Prohibition.

No person shall use, construct, or in any way attach a deer stand, or any other structure, or any portion thereof, including steps, to any tree or any other object, unless approved by the Director.

501[9.3] 8.7 Feeding or Baiting Wildlife, Prohibition.

No person shall feed or bait any wildlife, including all mammals, birds (excluding feeding at songbird stations), deer, raccoons, and any other species of wildlife, without the written permission of the Director [which feeding:

- a) Results in a threat to the public health, safety or welfare of park visitors, patrons, or employees; or
- b) Draws birds or wildlife to an area for any purpose including hunting or poaching].

501[9.2] 8.8 Feeding of Waterfowl, Prohibition.

No person shall feed any migratory waterfowl, or create any condition, or allow any condition to exist, which results in a congregation or congestion of migratory waterfowl and which:

- a) results in an accumulation of waterfowl feces or droppings;
- b) results in damage to flora, fauna, or private public property;
- c) results in a threat to the public health, safety, or welfare; or
- d) results in a threat to the health, safety, or welfare of migratory waterfowl.

501[9.4] 8.9 Non-Game Fish, Feeding Prohibition.

No person shall feed non-game fish except at designated fish feeding stations.

5019.[5] Plants.

All trees, plants, and vegetation on County park land are protected. No person shall collect, destroy, or remove any tree, plant, or other vegetation from park lands or waterways except by permission of the Director. Dead fallen wood may be collected for use as firewood at park campgrounds and picnic areas. No person shall collect standing timber for use as firewood.

5020. Artifacts and Items of Antiquity.

All items of antiquity on County park land are protected. No person shall collect any artifact or item of antiquity from park land except as approved by the Director. If permission is granted by the Director, all County land and property shall be restored to its original condition after antiquities are collected.

5021. Fires.

No person shall ignite or maintain any fire on park land except in designated ovens, stoves, rings, or other fireplaces provided for that purpose by the County. No person shall leave a fire unattended, and all fires must be extinguished after use. Prescribed burns shall be permitted when authorized by the Director.



[5021.1 Fire Danger.

The use or possession of fireworks of any kind on county park land is permitted only when authorized by the director of parks and recreation for special events.]

5023. Littering.

[Only] No person shall dispose of any litter or trash generated from recreational activity in any Jackson County Park[s shall be disposed of] except in an appropriate container[s] provided by the Director for that purpose.

5023.1 Dumping.

No person shall dump[ing of] trash, brush, or other debris on park land, lakes, or waterways [is prohibited].

5023.2 [Person Presumed Responsible.] Responsibility, Presumption.

The operator of a vehicle or vessel shall be presumed to be responsible for litter which is thrown, dropped, or left from the vehicle or vessel on County property or waters.

5024. Disorderly Conduct.

No person shall:

- a) Engage in disorderly conduct or any conduct tending toward a breach of the peace; or,

- b) Engage in any violent, tumultuous, offensive, or disorderly conduct by threatening, traducing, quarreling, challenging to fight or fighting, or by using obscene, offensive, profane or unseemly language to the annoyance, disturbance, or vexation of another.

5024.1 When Noises Constitute Disorderly Conduct.

The causing or making of any unnecessary loud noise, [or] shouting, or yelling, or by the use of amplified speakers or sound systems shall be considered disorderly conduct.

5025. Alcoholic Beverages.

The Director may prohibit possession or consumption of alcoholic beverages at certain park areas, park functions, and/or park facilities by the posting of signs to that effect.

5025.1 Possession of Alcoholic Beverages Prohibited, Where.

No person shall possess or consume any alcoholic beverage [within Prairie Lee Park, at Prairie Lee Lake,] at any swimming beach or archery range operated by Jackson County [at any location within Jackson County], at the Fleming Meeting Hall, at any flying field, or at any historic site operated by Jackson County, except when authorized in writing by the Director [for park related events. This section shall also apply to lakeside residents of Prairie Lee Lake who are using the lake or park.]

5025.2 Alcohol, Possession or Consumption by Persons Under 21.

No person under the age of twenty-one years shall possess or consume any alcoholic beverage in any Jackson County park.

5025.3 Intoxication.

Any person in a state of intoxication on any Jackson County park property may be removed from park property.

5025.4 Contributing to the Delinquency of a Minor.

No person shall give away, make readily available, or otherwise supply any ["intoxicating beverage"] alcoholic beverage to any person under the age of twenty-one (21) on any park property.

5026. Shelterhouse Reservations.

No person shall use or occupy any shelterhouse [on] in any Jackson County park without first making a reservation with and securing a permit from the Director. Shelterhouse reservations may only be made by a person twenty-one (21) years of age or older. The person making the reservation shall be held accountable for the condition of the shelterhouse at the end of the use of the shelterhouse. Anything attached to picnic tables, restrooms, shelterhouses, etc., such as signs, banners, barricades, etc., must be removed and either disposed of or taken off park property at the conclusion of the event/activity. The person reserving the shelterhouse shall also be responsible for the actions of those in his party.

5028. Diving or Jumping From Bridges or Structures.

No person shall dive or jump from any bridge or natural or man-made structure into any Jackson County lake or waterway.

5028.1 Rappelling from Structures.

No person shall rappel by any means from any natural or man-made structure without written permission from the Director.

5029. Camping Areas.

No person shall engage in camping or the over night use of the County park lands except in areas and in such manner as shall be designated by the Director. The Director may [designate] promulgate rules and regulations concerning camping and such rules and regulations shall be posted at park camping areas.

5029.1 Campsite Minimum Age Requirement.

Only persons age 21 and over shall be permitted to reserve a campsite. Each reserved site shall have a person age 21 or over physically at the campsite whenever the reserved campsite is occupied by any person.

5030. Time Limit.

No person shall camp[ing] at [one or more] any combination of campsites in a Jackson County park for a period longer than 14 consecutive days [is prohibited] without the written

permission of the Director. Written permission of the Director is also required to camp in Jackson County park campground in excess of 14 days during any 30-day period.

5035. Natural Terrain Maintained, Metal Detectors, Mining, and Prospecting Prohibited.

No person shall disturb in any way the natural terrain, plants, or animals in any Jackson County park. No person shall operate a metal detector, fishing magnet, or mine or prospect for any mineral or object, in any Jackson County park without the written permission of the Director.

5036. Golf.

No person shall play or practice the game of golf, nor hit golf balls, in any Jackson County Park, except at the designated Golf Course or during special events with written approval of the Director.

5037. Construction of Docks on Prairie Lee Lake, Permit Required.

An owner of lakeside property at Prairie Lee Lake directly abutting the lake, may be permitted to construct a dock on the lake in accordance with this section. Each such dock shall be compatible with other docks and lakeside residences in terms of size, type, spacing between docks, and method of construction. No person shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any dock or similar structure on the waters of Prairie Lee Lake, or cause or permit the same to be done, without first obtaining a valid permit from the Director of Public Works.

5037.1 No Fee for Lakeside Property Owners.

No fee for a permit under this section shall be assessed against an owner of lakeside property at Prairie Lee Lake.

5037.2 Standards.

The issuance of a permit under this section shall be governed by construction standards to be promulgated by the Director of Public Works. Such standards shall, to the extent practicable, comply with chapter 54 of this Code, the Uniform Building Code, and the policy enunciated in this section. A copy of all such standards shall be on file in the offices of the Clerk of the County Legislature and Director of Public Works. Any used dock or dock part to be utilized on Prairie Lee Lake shall be thoroughly cleaned prior to installation and shall contain no plant, animal, or other living organic matter.

5038. Personal Floating Facilities.

No person shall place or erect any free-floating dock, floating trampoline, or other elevated floating mooring/swimming/diving facilities on any Jackson County Waterway.

5040. Boating Regulations.

The use and operation of watercraft and motors on any Jackson County Waterway shall be in accordance with the laws and regulations of the State of Missouri and the Missouri [Water] Highway Patrol. The County Legislature may [prescribe rules and regulations] enact ordinances pertaining to licensing, permits, size, type, horsepower, and operation

of watercraft and motors on Jackson County waterways. Also, the Director may promulgate rules and regulations pertaining to the use of the parks. As used in this chapter, the term "motor" shall include any inboard or outboard motor used to propel a watercraft, regardless of horsepower or type of fuel used.

5040.1        Copies of State Regulations.

The Director shall file a true copy of the Missouri Watercraft Manual with the Clerk of the County Legislature by January 15 of each year. Copies of the Missouri Watercraft Manual shall be made available to park patrons at park offices and through park rangers.

5040.2        Personal Flotation Services, Class I, II, and III Motorboats.

No person shall operate or otherwise ride as a passenger in any class I, II, or III motorboat (motorboats 16 feet and over in length) unless such boat shall have on board at least one wearable personal flotation device of type I, II, or III, as approved by the United States Coast Guard, in serviceable condition and readily accessible, for each person on board said boat and for each person being towed by said boat who is not wearing such a device, and unless such boat shall have on board at least one approved type IV throwable personal flotation device. Ski belts and inflatables do not qualify as approved personal flotation devices.

5040.3 Personal Floatation Devices, Class A Watercraft.

No person shall operate or otherwise ride as a passenger in any class A watercraft (less than 16 feet in length) unless such boat shall have on board at least one personal flotation device of class I, II, III, or IV, as approved by the United States Coast Guard, in serviceable condition and readily accessible, for each person on board said boat and for each person being towed by said boat who is not wearing such a device. Ski belts and inflatables do not qualify as approved personal flotation devices.

5040.4 Personal Floatation Devices, Persons Under the Age of Seven (7) Years.

No person shall operate or otherwise ride as a passenger in any motorboat, sailboat, canoe, kayak, or any other similar watercraft, containing any person under the age of seven (7) years, unless each such person under the age of seven (7) years is wearing a United States Coast Guard approved personal flotation device. Ski belts and inflatables do not qualify as approved personal flotation devices.

5040.5 Lighting.

No person shall operate any motorboat, sailboat, canoe, kayak or other watercraft between the hours of sunset and sunrise unless such watercraft shall exhibit running lights in the following manner:



a) positioned on the bow, a red light to the port and a green light to the starboard visible for 180 degree for one mile and,

b) positioned on the stern a white light visible for 360 degree for two miles.

Each watercraft is required to illuminate a white light on the stern or on the highest point of the vessel, visible from all directions, whenever it is anchored or moored away from docks, between sunset and sunrise

5040.6 Fire Extinguishers.

No person shall operate any motorboat unless such motor boat shall carry on board United States Coast Guard approved fire extinguishers as follows:

a) Every class A and every class 1 motorboat carrying or using gasoline or any other flammable or toxic fluid: one B1 type fire extinguisher;

b) Every class 2 motorboat: one B2 or two B1 type fire extinguishers;

c) Every class 3 motorboat:

1) Three B1 type fire extinguishers; or

2) One B2 type and one B1 type fire extinguisher; or

3) A fixed fire extinguishing system and one B2 type fire extinguisher;

or

4) A fixed fire extinguishing system and two B1 type fire extinguishers.

5040.7      Sounding Devices.

No person shall operate any motorboat, sailboat, canoe, kayak, or other watercraft greater than sixteen (16) feet in length unless such watercraft shall carry on board an operable mouth, hand, or power operated sounding device audible for at least one-half mile.

5040.8      Age Limits.

The minimum age for operating a motorboat in the state of Missouri is fourteen (14). No person under fourteen (14) years of age shall operate any motorboat unless such person is under the direct on board supervision of a parent or guardian or other person sixteen (16) years of age or older, or unless such motorboat is moored. No person shall authorize or knowingly permit a motorboat owned by such person or under such person's control to be operated on any county waterway in violation of this subsection, nor shall a parent or guardian authorize or knowingly permit such a child under fourteen (14) years of age of such parent or guardian to operate a motorboat in violation of this subsection.

5040.9 Missouri Water Safety Course.

In accordance with Missouri law, the operator of any watercraft on any Jackson Waterway born on or after January 1, 1984, must have completed the Missouri Watercraft Safety Course and must show proper ID and the certificate of completion, upon request by any park ranger and when renting a County-owned watercraft.

5041. Launching Areas.

No person shall launch a boat or raft onto any Jackson County Waterway from any area except [the] from a launching ramp[s] or designated launch area maintained by Jackson County for such purpose.

5041.1 Public Courtesy Dock Time Limits.

No person shall exceed [10] ten minutes docking time for parking a motor vehicle and/or trailer while loading or unloading passengers or materials at [the] any public dock[s and] or ramp area[s] within [the] a County park [lands].

5042. Boat and Motor Permits.

No person shall operate any watercraft on any Jackson County waterway, except for lakeside property owners at Prairie Lee Lake, without the appropriate boat and/or motor permit issued by the Director. Permits shall be issued on a seasonal or a one-day basis and are non-refundable and non-transferable. Season boat permits and combination boat

and motor permits shall be displayed on the port bow (left front) side of the watercraft. Season motor permits shall be displayed on the port bow (left front) side on the motor. One-day ramp permits shall be carried on the watercraft while on any Jackson County waterway. Lakeside property owners at Prairie Lee Lake will be issued identification tags and will not be required to obtain separate boat and motor permits to use Prairie Lee Lake. The identification tags shall be displayed on the port bow (left front) side of the watercraft.

5042.1      Use of Boat Ramps.

No person shall use a launching ramp at any Jackson County Waterway without having obtained the appropriate boat and/or motor permit from the Director.

5042.2      Mooring, Dock, Dry Storage and Locker Permits.

No person shall moor, dock, or store any watercraft on any specifically designated mooring dock, or dry storage facility owned or operated by Jackson County without having obtained the appropriate permit therefor. Dock and mooring spaces may be purchased as available with the actual permit issuance subject to verification of ownership and registration information. Dock and mooring permits will allow the permit holder to use any Jackson County Waterway for the time period indicated on the permit; however separate motor permits are still required. Dock and mooring permits shall be displayed on the port bow side (left front) of the watercraft. Permits are also required for the use of designated dry storage areas but these do not allow the permit holder use of Jackson County Waterways unless the holder also

purchases boat and motor permits as applicable. Dry Storage permits shall be displayed on the left front side of the trailer and port bow (left front) side of the boat.

[5042.3      Renewal of Permits.

All dock, mooring and dry storage permit holders of record as of January 1 may renew their permit options during January and February each year on payment of all fees and compliance with the terms and conditions of this chapter. Actual permit issuance will be subject to verification of ownership and registration information. For the purpose of this section, permit holder of record shall be defined as either the current holder of a valid permit if January 1 is included in the permit season or the holder of a valid permit on the last day of the last completed permit season immediately preceding January 1.]

[5042.4      Permits Issued After March 1.

On or after March 1 of each year, any remaining dock, mooring, and dry storage permits may be sold using a random drawing procedure or lottery. All interested parties shall register for said lottery between January 1 and February 28 of each year. The lottery shall be held before the third Monday in March. All registrants or their representatives must be present during the drawing in order to participate in the lottery. Any dock, mooring or dry storage purchases through the lottery process will require the full payment of fees at the time of selection. Actual permit issuance will be subject to verification of ownership and registration information.]

[5042.5      Permits Issued After July 31.

After July 31 of each year, the director of parks and recreation may issue seasonal boat, motor, combination boat and motor, mooring, dock, and dry storage permits for the remainder of the current season at one-half the fees established for the applicable full season.]

5042.[6] 3      Display of Permits.

No person shall operate, dock, moor, or store any watercraft, motor, or trailer on any Jackson County Waterway or other property owned or operated by Jackson County unless said watercraft shall display all applicable boat, motor, dock, mooring, and dry storage permits in accordance with this section.

5046. Boating on Prairie Lee Lake.

5046.1      Sailboats.

No person shall place or operate a sailboat on Prairie Lee Lake.

5046.2      Boats, Length and Width.

No person shall operate a boat, other than a pontoon boat, over ten feet (10') in width or over twenty-one feet six inches (21.5') in length on Prairie Lee Lake.

5046.3 Pontoon Boats, Length and Width.

No person shall operate a pontoon boat over ten feet (10') in width or over thirty feet (30') in length on Prairie Lee Lake.

[5046.4 Personal Watercraft.

No person shall operate a personal watercraft on Prairie Lee Lake on weekends or holidays.]

5046.[5] 4 Artificial Wake Enhancement.

No person shall operate a boat on Prairie Lee Lake that has been modified to or uses any device or means to create an artificially large or modified wake.

5049. Sailboards, Windsurfing, and Stand-Up Paddleboards.

No person shall operate a sailboard, windsurfer, stand-up paddleboard, or similarly-designed craft on any Jackson County lake or Waterway except in accordance with this section and the rules and regulations promulgated by the Director.

[5049.1 One Occupant.

Only one (1) person may occupy the sailboard during its operation.]

5049.[2] 1 Boat Permit and Personal Flotation Device Required.

The operator of any sailboard, windsurfer, stand-up paddleboard, or similarly designed craft must display a current Jackson County boat permit and wear at all

times [while sailboarding] a Type I, II or III Personal Flotation Device approved by the U.S. Coast Guard.

5049.2 Day and Time Reservations.

The Director may allow sailboarding, windsurfing, and stand-up paddleboarding on any Waterway [Longview and Blue Springs Lake] between sunrise and sunset, Monday through Thursday. No person shall sailboard, windsurf, or stand-up paddleboard on Friday, Saturday, or Sunday, or on any holiday on any Waterway, other than Lake Jacomo.

[5049.3 Wet Suit Required.

From October 1 through May 15 the operator and any passenger of any sailboard or personal watercraft must wear a wet suit designed to protect the trunk, arms and legs.]

[5051. Windsurfing.

The director of parks and recreation may allow windsurfing on Longview and Blue Springs Lakes between sunrise and sunset, Monday through Thursday. No person shall windsurf on Friday, Saturday, Sunday or on holidays. Windsurfing shall be allowed on Lake Jacomo without restrictions.



5051.1 Windsurfing Regulations.

Any person windsurfing on Longview or Blue Springs Lakes shall first obtain a permit and shall be subject to all regulations promulgated by the director of parks and recreation.]

5059. [Maximum Speed on Lake Jacomo.

Except for lake patrol boats operated by the county or the state, motorized boats may not be operated on Lake Jacomo in excess of ten miles per hour (10 mph).]

[5060] 5059. Horsepower Limits on Prairie Lee Lake.

No boat with an attached or installed motor having more than one hundred and ninety (190) horsepower (outboard) and/or one hundred and sixty-five (165) horsepower (inboard) may be placed on Prairie Lee Lake on Saturdays, Sundays or holidays.

5066 Water Skiing.

The operator of any vessel being used to tow a person on water skis or other appropriate device approved for use on Jackson County lakes and waterways must have in addition to himself another person on board seated so as to observe the progress of the person being towed or the vessel must be equipped with a ski mirror and red ski flag. All water skiing and other approved activity shall be conducted only from sunrise to sunset.

5066.1 Direction of Skiing on Prairie Lee Lake.

On Prairie Lee Lake both the operator of the towing vessel and the person or

persons being towed will maneuver counterclockwise so that the skis or other device or any person will not strike or collide with another object or person.

5066.2      Waterskiing Conduct.

No person will manipulate water skis or other device in a reckless or negligent manner endangering the life or property of any person. No person shall manipulate water skis or other device while intoxicated or under the influence of any narcotic drug, barbiturates or marijuana.

5066.3      Flotation Devices for Water Skiing.

Any person involved in water skiing or other approved similar activity must wear a type I, II or III coast guard approved personal flotation device. Ski belts and other inflatables are not allowed.

5066.4      Water Skiing at Lake Jacomo.

No person shall water ski on Lake Jacomo except by special permission of the Director.

5066.5      Skier Down Flags.

A skier down flag shall be displayed when required by Missouri law on all Waterways.

5069 Authority to Issue Written Notice of Violation.

Jackson County park rangers shall have authority to issue written notice of violation to any [permit holder] boat operator who fails to comply with the boating and watercraft regulations of this chapter. [Park rangers shall report the notice of violation to the director of park and recreation.]

5069.1 Revocation and Suspension.

The Director may suspend or revoke any boating-related permit issued under authority of this chapter. The appeal procedure may be obtained from the Director.

5071. Riding on Bow and Gunwales Prohibited.

The operator of a motorboat 26 feet in length or less, shall not ride or sit, or allow any passengers to ride or sit on either the starboard or port gunwales or on the decking over the bow railing, top of seat back, or decking over the back of the motorboat while under way, unless such person is inboard of adequate guards or railings which could prevent someone from being lost overboard . As used in this section, the term "adequate guards or railings" means guards or railings having a height parameter of at least six inches but not more than eighteen inches.

5071.1 Exceptions.

- a) The operator may allow a person to temporarily occupy the decking over the bow for a necessary purpose such as docking, mooring to, or casting

off from a mooring buoy.

b) Vessels being propelled by sail are not [included] within the prohibition of this section.

5072. Removal of Park Patrons.

Jackson County park rangers [shall have the right] are authorized to remove any person from the County's lakes and Waterways for any of the following reasons:

1) Severe weather conditions;

2) Other dangerous conditions where personal safety or property is endangered;  
or

3) [Infractions] Violations of the County's code, rules, [and] or regulations.

5073. Traffic Movement.

[All] Any watercraft operator[s] shall stop [their] the operator's craft upon the signal of any park ranger and shall obey all reasonable signal direction given by any park ranger in directing the movement of traffic on any Jackson County lake or Waterway.

5073.1 Right of Way to Emergency Watercraft.

When any emergency watercraft gives an audible signal by siren, or visible signal,

with red or blue emergency lights, the operator of any watercraft shall immediately stop or position [their] the operator's watercraft in such a manner as to give the right of way to the emergency [vehicle] watercraft.

5080. Operation of Radio/Remote Controlled [Aircraft] Devices.

No person shall operate any remote radio/remote controlled device, including but not limited to, aircraft, aerial drones, cars, trucks, rock crawlers, and boats, except in areas designated for such operation by the Director.

[5081. Display of Frequency and Channel.

Any person operating a radio controlled aircraft within designated areas in Jackson County parks shall prominently display on the transmitter at all times frequency flags and channel numbers.]

508[2] 1. Liability Insurance Required.

No person shall operate a radio controlled [aircraft or boat] device on or above park land or Waterways unless [he] such device has liability insurance of at least the minimum limits, with proof of coverage in the person's possession while operating said device, offered by the Academy of Model Aeronautics to its members, with regard to aircraft, or comparable governing body or agency coverage for other devices [the minimum limits offered by the American Power Boat Association to its members, with regard to boats]. Any person holding a current Academy of Model Aeronautics membership card will be presumed to have met the above requirement with regard to aircraft. [Any person holding a current American Power Boat Association membership card will be presumed to have

met the above requirement with regard to boats.]

508[3] 2.     Permit.

[It shall be unlawful for any] No person shall [to] operate any type of radio controlled equipment for the purpose of operating miniature or model airplanes, ground running vehicles, water borne boats or vehicles, rockets or any other similar device within the physical boundary of any park that is under the jurisdiction of Jackson County, Missouri, without first [purchasing] obtaining the proper operating permit issued by Jackson County. Said permit must be in the possession of the permit holder while operating radio/remote controlled devices in a County park.

508[4] 3.     Radio-Controlled Flying Field Sound Level.

No person shall operate any radio-controlled flying device with a sound level in excess of ninety-eight (98) decibels on an a weighted scale when measured from a distance of fifty (50) or more feet.

508[5] 4.     [Permission to Dive] Diving, Permit Required.

Any person wishing to scuba dive in any Jackson County lake[s and] or waterway[s] must obtain written approval from the Director [contact the Jackson County Rangers' Station located at Lake Jacomo] twenty-four (24) hours prior to [their] the dive and inform the [senior ranger on duty] Director of the time, location, purpose, and number of persons involved in the dive.

5090. Abandoned Property.

Any boat, boat lift, craft or other property of value found abandoned, adrift, or left unattended in or near County lakes or on County park land may be taken by the County.

5090.1 Lien for Expenses.

The County shall have a lien on such property for all expenses of taking, towing, and storing that property and for all damage caused by that property to the property of the county, or to any other person.

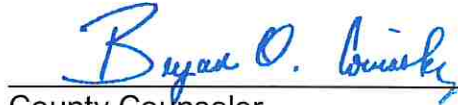
5090.2 Procedure for Property Disposal.

If the owner of the property does not claim the property and redeem the lien within [6 months] ninety (90) days, the property may be disposed of in the same manner as surplus County property.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5610 introduced on March 28, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5610.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive



**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the Jackson County Legislature to hold a closed meeting on Monday, April 4, 2022, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

**RESOLUTION NO. 20908**, April 4, 2022

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, April 4, 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 between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, and/or litigation; and,

WHEREAS, such closed meeting is allowable under section 610.021(1) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, April 4, 2022, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20908 of April 4, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a Cooperative Agreement with the Jackson County Historical Society for record archiving services, at an actual cost to the County in the amount of \$36,000.00.

**RESOLUTION NO. 20909**, April 4, 2022

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, it is in the best interest of Jackson County to have records with historical value preserved and professionally archived for the scholars and citizens of the County; and,

WHEREAS, the Director of the Recorder of Deeds Department recommends a Cooperative Agreement with the Jackson County Historical Society for professional archiving services for the period of January 1, 2022, through December 31, 2022; and,

WHEREAS, the Jackson County Historical Society has the expertise to provide such professional archiving services; now therefore,

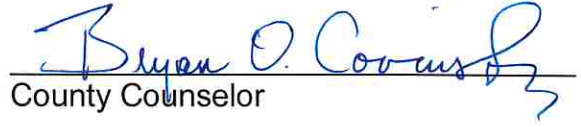
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be, and hereby is, authorized to execute the attached Cooperative Agreement with the Jackson County Historical Society for professional archiving services, at an actual cost to the County in the amount of \$36,000.00; and,

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20909 of April 4, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

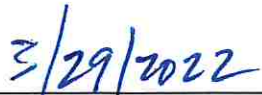
Absent \_\_\_\_\_

\_\_\_\_\_  
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: 044 1805 56070  
ACCOUNT TITLE: Recorder's Fee Fund  
JC Historical Society  
Intergovernmental Agreements  
NOT TO EXCEED: \$36,000.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

**COOPERATIVE AGREEMENT**

**THIS COOPERATIVE AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and the **JACKSON COUNTY HISTORICAL SOCIETY, P.O. Box 4241, Independence, MO 64051**, a Missouri not-for-profit corporation, hereinafter referred to as "the Society."

**WITNESSETH:**

WHEREAS, it is in the best interest of the County to have records with historical value preserved and professionally archived for the scholars and citizens of the County; and,

WHEREAS, the Society has the experience and expertise to perform such professional archiving services; and,

WHEREAS, the Society and the County have agreed to be bound by the provisions of this Agreement;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Society respectively agree with each other as follows:

1. **Professional Services.** Society shall fulfill its contractual obligations by performing professional record archiving and preservation services of Jackson County records with historical value.

2. **Payment.** The County shall pay Society for its services as described herein, in a total amount of \$36,000.00, upon receipt of Society's invoices and detailed report of professional archiving and preservation services rendered. Society shall be entitled to invoice the County for one-half of the contract amount, upon execution of this Agreement,

and the contract balance upon the Agreement's expiration.

3. **Expenses.** Society shall pay all of its own expenses incurred in connection with its performance of this Agreement.

4. **Duration and Termination.** This Agreement shall be effective January 1, 2022, and continue through December 31, 2022, unless sooner terminated. The Society or the County may terminate this Agreement by giving written notice to the other party, at least ten (10) days in advance of termination. The County shall be obligated to pay Society for all services rendered by Society under this Agreement up to and including the date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Society may be entitled to receive or be obligated to perform under this Agreement. Upon termination of this Agreement, the Society will have no further obligations to the County under this Agreement.

5. **Assignment and Amendment.** Society agrees, in addition to all other provisions herein, that Society shall not assign any portion or the whole of this Agreement without the prior written consent of the County. The provisions of this Agreement may be amended only in writing signed by the parties.

6. **Time of the Essence.** Timely performance of all duties provided herein is of the essence of this Agreement.

7. **Remedies for Breach.** Society and County agree to faithfully observe and perform all of the terms, provisions and requirements of this Agreement, and either party's failure to do so shall represent and constitute a breach of this Agreement, and in such event, the parties consent and agree that remedies for such breach shall include the following:

- (a) The non-breaching party may immediately terminate this Agreement; and,
- (b) The non-breaching party shall be entitled to pursue any legal remedy it may have against the other party, and to collect all costs incurred including legal fees, as a result of said breach.

8. **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 conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

9. **Indemnification**. Society shall indemnify, defend, and hold County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) arising out of the performance of the Services, if and to the extent caused by the negligence or misconduct of Society.

10. **Conflict of Interest**. Society 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.

11. **Employment of Unauthorized Aliens Prohibited**. Pursuant to §285.530.1, RSMo, Society assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Society shall sign an affidavit, attached hereto and incorporated herein as Exhibit A,



affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By \_\_\_\_\_  
Bryan O. Covinsky  
County Counselor

By \_\_\_\_\_  
Frank White, Jr.  
County Executive

ATTEST:

JACKSON COUNTY HISTORICAL  
SOCIETY

\_\_\_\_\_  
Mary Jo Spino  
Clerk of the Legislature

By \_\_\_\_\_

Print \_\_\_\_\_  
Executive Director

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$36,000.00 which is hereby authorized.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Administrative Officer  
Account No. 044-1805-56070

**WORK AUTHORIZATION AFFIDAVIT**

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Jackson County Historical Society** is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Jackson County Historical Society**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022. I am commissioned as a notary public within the County of \_\_\_\_\_, State of \_\_\_\_\_, and my commission expires on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

# Request for Legislative Action

Res. #20909  
Sponsor: Tony Miller  
Date: April 4, 2022

## Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20909
Sponsor(s):	Tony Miller	Legislature Meeting Date:	4/4/2022

## Introduction

**Action Items:** ['Authorize']

**Project/Title:**

Jackson County Historical Society-To authorize the County Executive to enter into a sole source cooperative agreement with the Jackson County Historical Society for the archival preservation of the historical records.

## Request Summary

Whereas it is in the best interest of the County that records having historical value be preserved and professionally archived for the scholars and citizens of the County.

The Jackson County Historical Society has the expertise to provide professional record archiving services. Pursuant to Section 1030.1 of the Jackson County Code, research done by the Recorder of Deeds and Purchasing indicates these services are a sole source.

Requesting approval for payment in the amount of \$36,000 for the contract period of January 1, 2022 through December 31, 2022. We did not receive the invoice until March, due to JCHS change in executive staffing during Covid.

## Contact Information

<b>Department:</b>	Recorder of Deeds	<b>Submitted Date:</b>	3/11/2022
<b>Name:</b>	Anissia M. Manuleleua	<b>Email:</b>	AManuleleua@jacksongov.org
<b>Title:</b>	Operations Coordinator	<b>Phone:</b>	816-881-4484

## Budget Information

Amount authorized by this legislation this fiscal year:	\$36,000		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$36,000		
Is it transferring fund?	No		
<b>Single Source Funding:</b>			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
044 (Recorder's Fee Fund)	1805 (JC Historical Society)	56070 (Intergovernmental Agreements)	\$36,000

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20733	August 9, 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: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

## Request for Legislative Action

### History

Anissia M. Manuleleua at 3/11/2022 12:10:15 PM - [Submitted | ]  
Department Director: Diana M. Smith at 3/11/2022 1:39:24 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 3/11/2022 2:32:23 PM - [ Approved | ]  
Compliance: Katie M. Bartle at 3/11/2022 3:10:46 PM - [ Returned for more information | Jackson County Historical Society is not in compliance. They can go to <https://jacomocompliance.com/login.php> to renew their certificate. Email [compliance@jacksongov.org](mailto:compliance@jacksongov.org) with any questions. ]  
Submitter: Anissia M. Manuleleua at 3/21/2022 9:16:55 AM - [ Submitted | JCHS has completed their compliance certificate. ]  
Department Director: Diana M. Smith at 3/21/2022 11:28:43 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 3/21/2022 12:52:44 PM - [ Approved | ]  
Compliance: Katie M. Bartle at 3/21/2022 1:18:40 PM - [ Approved | ]  
Finance (Budget): Mark Lang at 3/21/2022 3:47:57 PM - [ Approved | The fiscal note is attached. ]  
Executive: Sylvia Stevenson at 3/22/2022 1:51:10 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 3/30/2022 9:36:37 AM - [ Approved | ]



# Memo

**To:** Finance/Purchasing  
**From:** Diana Smith, Director  
**Date:** 03/11/2022  
**Re:** Jackson County Historical Society

---

Pursuant to 59.319 RSMo, Two dollars of such fee shall be retained by the recorder and deposited in a recorder's fund and not in county general revenue for record storage, microfilming, and preservation, including anything necessarily pertaining thereto.

The Resolution is our annual cooperative agreement with the Jackson County Historical Society for services rendered to the Recorder of Deeds and Jackson County for records preservation and services provided to the County in the form of genealogy services, tours of the Historic Truman Courthouse including Truman's office, Brady Courtroom and the Jackson County Museum of Art, all previously handled by the National Parks Department.

The Jackson County Historical Society was founded in 1909. The society is able to preserve and archive material related to the local and regional history of Jackson County dating back to 1821 when Jackson County became part of the new state of Missouri, later organized in 1826.

Pursuant to Section 1030.1 of the Jackson County Code, research done by the Recorder of Deeds and the Purchasing Department indicates these services are a sole source.



# Jackson County Historical Society

112 W Lexington Ave  
Independence | MO 64050  
816.461.1897



# Invoice

Submitted on 03/08/2022

### Invoice for

JCHS Recorder of Deeds  
Independence Office  
Jackson County - Missouri

### Payable to

JCHS

### Invoice #

3722

### Project

Archival & Records  
Service

### Due date

Payable upon receipt

Description	Qty	Unit price	Total price
Preservation consultation services; providing technical expertise in storage of various county records, and on-going archival advisory services to Jackson County Records Center.	Jan 22 - Dec 22	\$15,000.00	\$15,000.00
Repository Services of Probate Court records; index books, microfilm held at JCHS. Collaborate with Missouri State Archives office to organize and prepare for digitization. On-going project.	Jan 22 - Dec 22	\$500.00 per month (12)	\$6,000.00
Storage of 12980 linear feet of Jackson County Circuit Court Records, per Administrative order 90-33	12980 liniar ft.	\$2.50/Li.ft	\$3,200.00
Responding to info inquiries from county depts regarding records and retention. Providing resources to county legislators for presentations, and providing resources to county officials on historic monuments and statues.	Jan 22 - Dec 22	\$10,000.00	\$10,000.00
Responding to public requests for county records including house histories after referral by Recorder of Deeds, provide general info to citizens or redirect citizens to county offices, provide twice daily guided tours through the Historic Truman Courthouse, Mon - Fri by appointment	Jan 22 - Dec 22	\$1,800.00	\$1,800.00

Notes:

Subtotal **\$36,000.00**

Adjustments

**\$36,000.00**

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a nine-month term and supply contract for the furnishing of building maintenance, repair, and operations supplies, parts, equipment, and materials for use by various County departments to W.W. Grainger of Lake Forest, IL, under the terms and conditions of City of Tucson, AZ Contract No. 192163, an existing government contract.

**RESOLUTION NO. 20910**, April 4, 2022

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, various County departments have a continuing need for building maintenance, repair, and operations supplies, parts, equipment, and materials; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a nine-month term and supply contract for the furnishing of these supplies and materials for use by various County departments to W.W. Grainger of Lake Forest, IL, under the terms and conditions of City of Tucson, AZ Contract No. 192163, an existing government contract, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the

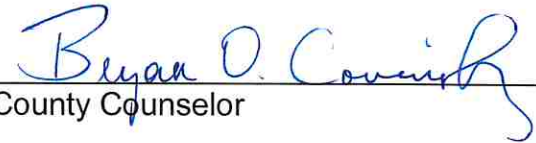
Director be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

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

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20910 of April 4, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

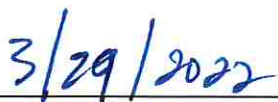
Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

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

  
Date

  
Chief Administrative Officer

# Request for Legislative Action

Res. #20910  
Sponsor: Tony Miller  
Date: April 4, 2022

## Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20910
Sponsor(s):	Tony Miller	Legislature Meeting Date:	4/4/2022

## Introduction

**Action Items:** ['Award']

### Project/Title:

Awarding a Nine (9) Month Term and Supply Contract for the furnishing of MRO (Maintenance, Repair, and Operational) Supplies for use by Various County Departments to WW Grainger of Lake Forest, IL under the Terms and Conditions of the City of Tucson, AZ Contract No. 192163, an existing, competitively bid government Contract.

## Request Summary

The Department of Corrections, Facilities Management, Parks + Rec Department, Public Works, and Sheriff's Office all require a Term and Supply Contract for MRO (Maintenance, Repair, and Operational) Supplies and would like to continue to utilize the National Contract awarded to WW Grainger of Lake Forest, IL by the City of Tucson, AZ Contract No. 192163.

Pursuant to Section 1030.4 of the Jackson County Code, the Purchasing Department recommends the award of a Nine (9) Month Term and Supply Contract for the furnishing of MRO (Maintenance, Repair, and Operational) Supplies to WW Grainger of Lake Forest, IL under the Terms and Conditions of the City of Tucson, AZ Contract No. 192163, an existing, competitively bid government Contract due to the higher discounts offered to larger entities on National Contracts.

Annual Estimated Use: \$57,500  
DOC: \$3,500  
Facilities: \$35,000  
Parks + Rec: \$8,000  
Public Works: \$10,000  
Sheriff's Office: \$1,000

## Contact Information

<b>Department:</b>	Finance	<b>Submitted Date:</b>	3/18/2022
<b>Name:</b>	Katelyn W. Edgar	<b>Email:</b>	KEdgar@jacksongov.org
<b>Title:</b>	Buyer	<b>Phone:</b>	816-881-3292

## Budget Information

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

## Request for Legislative Action

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

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20409	April 20, 2020

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

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

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

## Request for Legislative Action

### History

Katelyn W. Edgar at 3/18/2022 3:12:12 PM - [Submitted | ]  
Department Director: Bob Crutsinger at 3/21/2022 8:59:03 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 3/21/2022 12:51:24 PM - [ Approved | ]  
Compliance: Katie M. Bartle at 3/21/2022 1:17:31 PM - [ Approved | ]  
Finance (Budget): Mark Lang at 3/21/2022 3:42:14 PM - [ Approved | No fiscal note for a T&S contract. ]  
Executive: Sylvia Stevenson at 3/21/2022 4:14:19 PM - [ Returned for more information | Typos in your project title (i.e. Various). ]  
Submitter: Katelyn W. Edgar at 3/22/2022 8:16:58 AM - [ Submitted | Project/Title and Request Summary has been spelled checked via Microsoft Word. No errors have been found. ]  
Department Director: Bob Crutsinger at 3/22/2022 8:36:42 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 3/22/2022 9:53:06 AM - [ Approved | ]  
Compliance: Katie M. Bartle at 3/22/2022 10:19:28 AM - [ Approved | ]  
Finance (Budget): Mary Rasmussen at 3/23/2022 8:24:23 AM - [ Approved | Term & Supply - No fiscal note required. ]  
Executive: Sylvia Stevenson at 3/23/2022 11:13:59 AM - [ Approved | ]  
Legal: Elizabeth Freeland at 3/30/2022 9:37:19 AM - [ Approved | ]





## **JACKSON COUNTY**

### **Facilities Management Division**

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

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

#### **MEMORANDUM**

**From:** Rick Gerla, Facilities Management Administrator

**To:** Katelyn Edgar, Buyer, Purchasing Department

**Date:** 3/16/2022

**Subject:** Grainger – Omnia Contract #192163, Term and Supply Contract Recommendation

Barbara,

This memorandum is being prepared and submitted in response to your request for feedback regarding the above contract being awarded by Jackson County for Grainger – Omnia Contract #129163 on a Term and Supply basis.

Facilities Management would like to move forward with this vendor and will have an estimated annual spend of \$35,000.00.

Thank you,

Rick Gerla  
Facilities Management Administrator  
816.881.3748 (desk)  
816.217.9310 (mobile)

*Frank White, Jr., County Executive*



Jackson County  
Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160  
Grain Valley, Missouri 64029  
(816) 847-7050 *phone*  
(816) 847-7051 *fax*

MEMORANDUM

TO: Katelyn, Edgar, Finance and Purchasing Department

FROM: Caroline Deihl, Administrative Supervisor

DATE: March 16, 2022

SUBJECT: Recommendation for Vendor – Grainger

Please consider Grainger be awarded a 9-month term and supply contract for bid No. OG192163 MRO Supplies (Maintenance, Repair, Operations).

It is estimated that the County could spend approximately \$10,000.00 annually with Granger.

For the reasons above, it has been requested that Grainger be awarded a 9-month term and supply contract for bid No. OG192163 MRO Supplies.

Thank you for your consideration.

Thank You.

Caroline Deihl



**JACKSON COUNTY**  
**Parks + Recreation**  
 22807 Woods Chapel Road  
 Blue Springs, Missouri 64015  
 www.jacksongov.org

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

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

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

*Blue Springs Marina  
 (816) 795-1112*

*Jacomo Marina  
 (816) 795-8888*

*Longview Marina  
 (816) 966-0131*

*Special Population  
 Services  
 (816) 763-5130*

**MEMORANDUM**

**TO:** Katelyn Edgar, Buyer, Purchasing  
**FROM:** John Johnson, Superintendent, Park Operations  
**DATE:** March 16, 2022  
**SUBJECT:** Omnia Contract No 192163 for MRO Supplies w/Grainger

The Parks + Rec Department will utilize this contract.  
 Please **Extend** the current contract.

Our **projected usage** during the next twelve months is \$8,000.

003 – 1602 – 56570	\$6,000
003 – 1605 – 56570	\$1,000
003 – 1654 – 56570	\$1,000



# Jackson County Detention Center

Office of the Jackson County Sheriff  
Sheriff Darryl Forté

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**TO:** Katelyn Edgar, Buyer  
**FROM:** Deloris Wells, Deputy Director of Administration JCDC  
*Deloris Wells*  
**SUBJECT:** Recommendation Memo Contract No. 192163 for MRO Supplies  
**DATE:** March 18, 2022

Ms. Edgar,

The Jackson County Sheriff's Office, Detention Center estimate our annual spend for MRO supplies with Grainger in the amount of \$3,500.00. We wish to continue using this contract.



# Office of the JACKSON COUNTY SHERIFF

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Sheriff Darryl Forté

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## INTER-OFFICE MEMO

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**To:** Katelyn Edgar, Purchasing  
**From:** Beth Money, Office Administrator  
**Re:** Recommendation Memo – WW Grainger  
**Date:** March 18, 2022

---

The Sheriff's Office has an ongoing need for vendors to supply items for maintenance, repair and operations. We have been pleased with the selection of products and service provided by WW Grainger, therefore, we recommend awarding a contract to WW Grainger. The Sheriff's Office will spend approximately \$1,000 annually using this contract.

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a contract for the replacement of roofs on park structures for use by the Parks + Rec Department to Precision Roofing of Lee's Summit, MO, under the terms and conditions of Invitation to Bid No. 4-22, at an actual cost to the County not to exceed \$150,000.00.

**RESOLUTION NO. 20911**, April 4, 2022

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a need to re-roof several of its structures;  
and,

WHEREAS, the Purchasing Director has solicited formal written bids on Bid No. 4-22 for the replacement of roofs on park structures within the Parks + Rec Department; and,

WHEREAS, a total of fifty-eight notifications were distributed and three responses were received, with two rejected as non-responsive; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of the contract for roof replacement to Precision Roofing of Lee's Summit, MO, for the reason that it has submitted the lowest and best bid; now therefore,

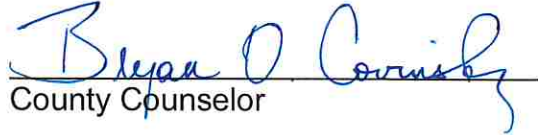
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

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

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. 20911 of April 4, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

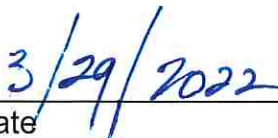
Absent \_\_\_\_\_

\_\_\_\_\_  
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: 003 1608 58020  
ACCOUNT TITLE: Park Fund  
Construction Services  
Buildings & Improvements  
NOT TO EXCEED: \$150,000.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer



# Request for Legislative Action

Res. #20911  
Sponsor: Tony Miller  
Date: April 4, 2022

## Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20911
Sponsor(s):	Tony Miller	Legislature Meeting Date:	4/4/2022

## Introduction

**Action Items:** ['Award']

**Project/Title:**

Awarding Bid No. 4-22; Reroofing of Park Structures

## Request Summary

The Parks + Rec Department requires re-roofing of several of their structures. The Purchasing Department issued Invitation for Bid No. 4-22; Reroofing of Park Structures to meet those needs. A total of fifty-eight (58) notifications were sent out and three (3) responses were received, two (2) of which were rejected as non-responsive. The other bid was evaluated as follows:

<u>Bid Item</u>	<u>Total Bid Amount</u>
Item #1 Missouri Town - Riffie House	\$ 34,660.00
Item #2 Missouri Town - Church	\$ 27,280.00
Item #3 Missouri Town - Settler's Cabin	\$ 11,635.00
Item #4 Jacomo Shelter #4	\$ 23,750.00
Item #5 Fleming Meeting Hall	\$ 10,445.00
Item #7 Jacomo Shelter #6	\$ 15,605.00
Item #8 Jaacomo shelter #7	<u>\$ 10,560.00</u>

**Total Bid Price** \$ 133,935.00

Material Allowance \$ 16,065.00

**Total Award Amount** \$ 150,000.00

We wish to include a Material Allowance. We request the Parks Director be authorized to spend up to an additional **\$16,065.00** to perform any additional work necessary due to unforeseen conditions encountered during construction.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department and the Director of Parks + Rec Department recommend the award of a contract for Re-roofing of Park structures to Precision Roofing of Lee's Summit, Missouri as the best bid received.

## Contact Information

<b>Department:</b>	Parks + Rec	<b>Submitted Date:</b>	3/15/2022
<b>Name:</b>	Bruce Wilke	<b>Email:</b>	<a href="mailto:bwilke@jacksongov.org">bwilke@jacksongov.org</a>
<b>Title:</b>	Landscape Architect	<b>Phone:</b>	816-503-4802

## Request for Legislative Action

<b>Budget Information</b>			
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?			No
<b>Single Source Funding:</b>			
Fund:	Department:	Line Item Account:	Amount:
003 (Park Fund)	1608 (Construction Services)	58020 (Buildings & Improvements)	\$150,000

## Request for Legislative Action

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:

<b>Purchasing</b>	
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?	

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
In Compliance	
<b>Minority, Women and Veteran Owned Business Program</b>	
Reviewed for Goals:	
MBE:	.00%
WBE:	25.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Construction projects over \$75000	['Separate bid']

<b>Fiscal Information</b>
<ul style="list-style-type: none"> <li>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.</li> </ul>

## Request for Legislative Action

### History

Bruce Wilke at 3/15/2022 10:44:04 AM - [Submitted | ]  
Department Director: Michele Newman at 3/15/2022 11:08:49 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 3/21/2022 12:31:56 PM - [ Returned for more information | Please look at last year's RLA and make yours match that information ]  
Submitter: Bruce M. Wilke at 3/21/2022 1:45:10 PM - [ Submitted | Modified to reflect last years information. ]  
Department Director: Michele Newman at 3/22/2022 11:21:38 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 3/22/2022 4:13:09 PM - [ Approved | ]  
Compliance: Katie M. Bartle at 3/23/2022 10:38:52 AM - [ Approved | Good Faith Effort submitted and approved for WBE participation. ]  
Finance (Budget): Mark Lang at 3/23/2022 11:07:51 AM - [ Approved | The fiscal note is attached. ]  
Executive: Sylvia Stevenson at 3/25/2022 9:34:32 AM - [ Approved | ]  
Legal: Elizabeth Freeland at 3/30/2022 9:35:40 AM - [ Approved | ]





**JACKSON COUNTY  
Parks + Rec**

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

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

**To:** Katelyn Edgar  
**From:** Bruce Wilke *Bruce*  
**cc:** Brian Nowotny  
Dianne Kimzey  
**Date:** March 1, 2022  
**Re:** Bid No. 4-22  
Re-roofing of Park Structures

Katelyn,  
After reviewing the bid tabulation, we recommend award of bid # 4-22 to the apparent low bidder, Precision Roofing. Precision is in compliance with the Contractor Utilization Plan goals set by the Compliance Review office.

We wish to accept the bid amounts for the following items:

ITEM	FACILITY	Bid Amount
Item #1	Missouri Town – Riffie House	\$ 34,660.00
Item #2	Missouri Town - Church	\$ 27,280.00
Item #3	Missouri Town – Settler’s Cabin	\$ 11,635.00
Item #4	Jacomo Shelter #4	\$ 23,750.00
Item #5	Fleming Meeting Hall	\$ 10,445.00
Item #7	Jacomo Shelter #6	\$ 15,605.00
Item #8	Jacomo Shelter #7	\$ 10,560.00

<b>Total Bid Price</b>	<b>\$ 133,935.00</b>
Material Allowance	\$ 16,065.00
<b>Total Award Amount</b>	<b>\$ 150,000.00</b>

We also wish to include a Material Allowance. We request the Parks Director be authorized to spend up to an additional \$16,065.00 to perform any additional work necessary due to unforeseen conditions to roof substructure encountered during construction.



Frank White, Jr., County Executive

**QUOTATION FORM FOR INVITATION TO BID NO. 4-22  
RE-ROOFING OF PARK STRUCTURES**

It is the intention of the County to award GROUP A Base Bid Items #1 through 4. The amount of work awarded in GROUP B, Items #5 through 9, will be determined by the remaining budget available. The award may be split between several bidders.

The Successful Contractor shall provide and include in the bid, all dumpsters, disposal, roofing materials, labor, equipment, tools, miscellaneous items, and incidental services and supplies as needed to complete these projects following the 2009 International Building Code and according to the specifications outlined.

**GROUP A Base Bid Facilities:**

The Undersigned Contractor hereby proposes to perform all work outlined in the Specifications as necessary and incidental to the completion of the Re-Roofing of Park Structures as follows:

**ITEM #1: Missouri Town – Riffie House;** 8010 East Park Road, Lee’s Summit, MO 64081

The Undersigned Contractor hereby proposes to perform all work as indicated in the Plans and Specifications for the LUMP SUM CONTRACT PRICE OF Thirty four thousand six hundred sixty Dollars, (\$ 34,660 ).

**ITEM #2: Missouri Town – Church;** 8010 East Park Road, Lee’s Summit, MO 64081

The Undersigned Contractor hereby proposes to perform all work as indicated in the Plans and Specifications for the LUMP SUM CONTRACT PRICE OF Twenty seven thousand two hundred eighty Dollars, (\$ 27,280 ).

**ITEM #3: Missouri Town – Settler’s Cabin;** 8010 East Park Road, Lee’s Summit, MO 64081

The Undersigned Contractor hereby proposes to perform all work as indicated in the Plans and Specifications for the LUMP SUM CONTRACT PRICE OF Eleven thousand six hundred thirty-five Dollars, (\$ 11,635 ).

**ITEM #4: Jacomo Shelter #4;** 7401 West Park Road, Blue Springs, MO 64015

The Undersigned Contractor hereby proposes to perform all work as indicated in the Plans and Specifications for the LUMP SUM CONTRACT PRICE OF Twenty three thousand seven hundred fifty Dollars, (\$ 23,750 ).

**GROUP B Alternate Bid Facilities:**

The amount of work awarded in GROUP B Items 5 through 9 will be determined by the remaining budget available. Unit prices will be used for any additional or unforeseen circumstances in awarded jobs.

**ITEM #5: Fleming Meeting Hall;** 21906 Woods Chapel Road, Blue Springs, MO 64015

The Undersigned Contractor hereby proposes to perform all work as indicated in the Plans and Specifications for the LUMP SUM CONTRACT PRICE OF Ten thousand four hundred forty-five Dollars, (\$ 10,445 ).

**ITEM #6: Jacomo Marina Parking Lot Restroom;** 7401 West Park Road, Blue Springs, MO 64015

The Undersigned Contractor hereby proposes to perform all work as indicated in the Plans and Specifications for the LUMP SUM CONTRACT PRICE OF Seven thousand seven hundred ninety Dollars, (\$ 7,790 ).

**ITEM #7: Jacomo Shelter #6;** Lake Jacomo, West Park Road

The Undersigned Contractor hereby proposes to perform all work as indicated in the Plans and Specifications for the LUMP SUM CONTRACT PRICE OF Fifteen thousand six hundred five Dollars, (\$ 15,605 ).

**ITEM #8: Jacomo Shelter #7; Lake Jacomo, West Park Road**

The Undersigned Contractor hereby proposes to perform all work as indicated in the Plans and Specifications for the LUMP SUM

CONTRACT PRICE OF Ten thousand five hundred sixty Dollars, (\$ 10,560 ).

**ITEM #9: Jacomo Shelter #10; Lake Jacomo, Rennau Drive and West Park Road**

The Undersigned Contractor hereby proposes to perform all work as indicated in the Plans and Specifications for the LUMP SUM

CONTRACT PRICE OF Fifteen thousand six hundred five Dollars, (\$ 15,605 ).

**UNIT PRICE SCHEDULE**

- A. The Undersigned Contractor offers, for the Owner's consideration and use, the following unit price schedule. All unit prices will be the basis of payment or credit for extras or deductions to the original contract. The Owner reserves the right to add or delete any item of the contract as best suits its purposes or intentions. All prices must be the "installed price" and remain intact as long as original contract is enforceable. This sheet must be completed in full as an integral part of the Form of Bid.
- B. These prices include all costs to the Owner, including those for labor, materials, equipment, tools of trades and labor, appliances, accessories, warranties, guarantees, royalties, fees, permits, licenses, applicable taxes, insurance, bonds, haulage, storage, overhead and profit.
- C. The following until abbreviations are used:
  - a. LF – Lineal foot
  - b. SF – Square foot
  - c. EA – Each
  - d. SQ – Square
  - e. SY – Square yard

Unit Price Schedule:		
Line Item	Unit	Cost/Unit
01. Wood sheathing tear-off and replacement	\$1.625 SF	\$52/sheet
02. Wood fascia tear-off and replacement	\$8.00 LF	\$80/10' board

At the end of the project, any such additional work for which written authorization has been received will be included in a change order initiated by the contractor and approved by the Owner, and such change order, with copies of written authorization attached, shall be submitted to the Owner for acceptance.

Richard Hoffman  
 Signature of Contractor

Richard Hoffman, President  
 Name and Title (Print or Type)

The Precision Divisions, Inc. DBA Precision Roofing  
 Company Name (Print or Type)

11903 E. Old Lane Jacks Road  
 Company Address (Print or Type)

Lee's Summit, Mo 64086  
 Company City, State, and Zip (Print or Type)

816-254-7100  
 Phone No. (Print or Type)



ABSTRACT OF BIDS

Invitation to Bid No. 4-22 Re-Roofing of Park Structures Opens: 2:00 PM, CDT on 2/22/2022		Vendor # 1 Delta Innovative Services	Precision Roofing Lee's Summit MO	Construction Mngt Services	AMOUNT	AMOUNT
NO	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1	Missouri Town - Riffle House	627,000.00	34,660.00	44,105.00		
2	Missouri Town - Church	41,000.00	27,280.00	32,145.00		
3	Missouri Town - Settler's Cabin	29,000.00	11,635.00	18,798.00		
4	Jacomo Shelter # 4	32,000.00	23,750.00	43,126.00		
5	Flemming Meeting Hall	29,000.00	10,445.00	12,900.00		
6	Jacomo Marina Parking Lot Restroom	24,000.00	7,990.00	12,040.00		
7	Jacomo Shelter # 6	51,000.00	15,605.00	21,900.00		
8	Jacomo Shelter # 7	31,000.00	10,560.00	13,700.00		
9	Jacomo Shelter # 10	51,000.00	15,605.00	21,900.00		

CERTIFICATION OF BID OPENING  
 BIDS WERE PUBLICLY  
 OPENED AND RECORDED

ON: 2.22.2022, BY

  
 CLERK OF THE LEGISLATURE

  
 PURCHASING

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a twelve-month term and supply contract with one twelve-month option to extend for the maintenance and repair of Bobcat heavy equipment for use by the Public Works and Parks + Rec Departments to KC Bobcat of Blue Springs, MO, as a sole source purchase.

**RESOLUTION NO. 20912**, April 4, 2022

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Public Works and Parks + Rec Departments have a continuing need for the maintenance and repair of their Bobcat heavy equipment; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the contract for the furnishing of these services be awarded KC Bobcat of Blue Springs, MO, as a sole source purchase; and,

WHEREAS, award as a sole source purchase is appropriate because KC Bobcat is the only local, factory-licensed vendor capable of servicing Bobcat heavy equipment; and,

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

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

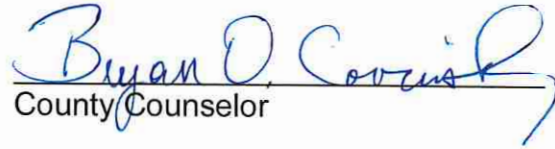
accomplishment of the award and any extension; and,

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20912 of April 4, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

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

3/29/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## Request for Legislative Action

Res. #20912  
Sponsor: Tony Miller  
Date: April 4, 2022

<b>Completed by County Counselor's Office</b>			
Action Requested:	Resolution	Res.Ord No.:	20912
Sponsor(s):	Tony Miller	Legislature Meeting Date:	4/4/2022

<b>Introduction</b>
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
Awarding a Twelve-Month contract with One (1) Twelve-Month Option to Extend for the furnishing of maintenance and repair services on Certified Bobcat equipment for use by the Public Works and Parks + Recreation Departments to KC Bobcat of Blue Springs, MO, a sole source contract.

<b>Request Summary</b>
Awarding a Twelve-Month contract with One (1) Twelve-Month Option to Extend for the furnishing of maintenance and repair services on Certified Bobcat equipment for use by the Public Works and Parks + Recreation Departments to KC Bobcat of Blue Springs, MO, a sole source contract. KC Bobcat is the only licensed vendor to service Bobcat equipment.
The various departments estimate to spend approximately \$75,000 annually for this service.
The Purchasing Department is requesting authorization to award this contract pursuant to Section 1030.1 Sole Source of Chapter 10 of the Jackson County Code.

<b>Contact Information</b>			
<b>Department:</b>	Finance	<b>Submitted Date:</b>	3/22/2022
<b>Name:</b>	Keith E. Allen	<b>Email:</b>	keallen@jacksongov.org
<b>Title:</b>	Senior Buyer	<b>Phone:</b>	816-881-3465

<b>Budget Information</b>			
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
<b>Single Source Funding:</b>			
Fund:	Department:	Line Item Account:	Amount:
			<b>!Unexpected End of Formula</b>

## Request for Legislative Action

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:

<b>Purchasing</b>	
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

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

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

## Request for Legislative Action

### History

Keith E. Allen at 3/22/2022 10:48:55 AM - [Submitted | ]  
Department Director: Bob Crutsinger at 3/22/2022 1:03:32 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 3/22/2022 4:02:28 PM - [ Approved | ]  
Compliance: Katie M. Bartle at 3/23/2022 11:01:01 AM - [ Approved | ]  
Finance (Budget): Mary Rasmussen at 3/23/2022 1:11:19 PM - [ Approved | Term & Supply - no fiscal note needed. ]  
Executive: Sylvya Stevenson at 3/25/2022 9:37:01 AM - [ Approved | ]  
Legal: Elizabeth Freeland at 3/30/2022 9:38:10 AM - [ Approved | ]



## Jackson County Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160  
Grain Valley, Missouri 64029  
(816) 847-7050 *phone*  
(816) 847-7051 *fax*

### MEMORANDUM

TO: Keith Allen, Finance and Purchasing Department

FROM: Matt Willier, Assistant Road and Bridge Administrator, Public Works

DATE: February 15, 2022

SUBJECT: Sole Source Vendor: K.C. Bobcat

The Public Works Department needs a term and supply vendor to repair Bobcat Equipment. The Public Works Road & Bridge Division has several Bobcat pieces of equipment that need repair. This equipment is necessary for daily operations throughout the year including the annual Road Program.

The Purchasing Department bid such services and did not receive any bids for the repair of Bobcat equipment. While conducting research and calling several other vendors to see if anyone in the area could service the equipment, the conclusion was that Bobcat equipment requires proprietary diagnostic scanners and specialty trained mechanics to diagnose and perform work on this type of machinery. KC Bobcat is the closest Bobcat repair shop capable of repairing this specialized equipment within the Kansas City area.

For the reasons above, it has been requested that K.C. Bobcat be considered a sole source vendor.

It is estimated that the Public Works Department could expend approximately \$50,000.00 over the course of the year with KC Bobcat.

Thank you for your consideration,

Matt E. Willier





**JACKSON COUNTY  
Parks + Rec**

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

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

## MEMORANDUM

TO: Keith Allen, Senior Buyer, Purchasing

FROM: John Johnson, Superintendent, Park Operations

DATE: February 15, 2022

RE: KC BOBCAT – SOLE SOURCE

Jackson County Parks + Rec has several pieces of Bobcat equipment and accessories including Bandit chippers, buckets, grapplers, and blades which are necessary for daily operations in maintaining the Park system. The County's current Term & Supply vendors for maintenance of heavy equipment do not repair or inventory parts for Bobcat equipment. KC Bobcat is the only licensed dealer, in close proximity, that can source many of the parts, repair and warranty their repairs on this equipment.

As our equipment ages, the need and expense for repairs and parts is increasing. We expect to spend up to \$25,000 during 2022.

Therefore, we are requesting that KC Bobcat be considered a sole source vendor.

Thank you.



*Frank White, Jr., County Executive*

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of asphaltic concrete mix, patching materials, and rubberized sealant for use by the Public Works Department to Vance Brothers of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 14-22.

**RESOLUTION NO. 20913**, April 4, 2022

**INTRODUCED BY** Jalen Anderson, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 14-22 for the furnishing of cold asphaltic concrete mix, patching materials, and rubberized sealant for use by the Public Works Department; and,

WHEREAS, a total of 520 notifications were distributed throughout the County by Bonfire, the County's procurement software, and one response was received, from the following:

Vance Brothers  
Kansas City (Jackson County), MO

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Directors of Finance and Purchasing and Public Works recommend the award of the contract to Vance Brothers of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 14-22, for the reason that it has submitted the lowest and best bid; and,

WHEREAS, this award is made on an as needed basis and does not obligate the

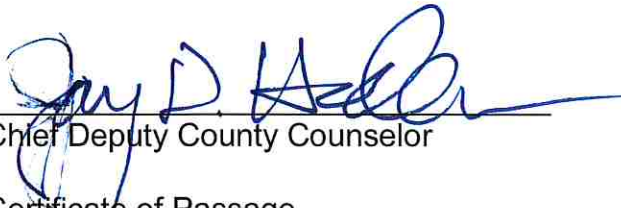
County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation; now therefore,

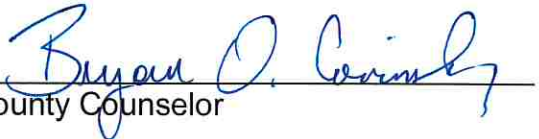
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Directors of Finance and Purchasing and Public Works and that the Director of Finance and Purchasing be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20913 of April 4, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

**Request for Legislative Action** Res. #20913  
Sponsor: Jalen Anderson  
Date: April 4, 2022

<b>Completed by County Counselor's Office</b>			
Action Requested:	Resolution	Res.Ord No.:	20913
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	4/4/2022

<b>Introduction</b>
<b>Action Items:</b> ['Award']
<b>Project/Title:</b>
Awarding a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend, for the furnishing of Asphaltic Concrete Mix, Patching Materials and Rubberized Sealant for the Public Works Department to Vance Brothers of Kansas City, Missouri; under the terms and conditions of Invitation to Bid No. 14-22.

<b>Request Summary</b>
The Public Works Department requires a Term and Supply Contract for the furnishing of Asphaltic Concrete, Patching Materials and Rubberized Sealant. The Purchasing Department issued Invitation to Bid No. 14-22 in response to those requirements. A total of 520 notifications were distributed and one response was received. Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of the furnishing of Asphaltic Concrete Mix, Patching Materials and Rubberized Sealant to Vance Brothers of Kansas City, Missouri; under the terms and conditions of Invitation to Bid No. 14-22 as the lowest and best bid received. This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation. The Public Works Department estimates it will spend \$125,000 annually on these products.

<b>Contact Information</b>			
<b>Department:</b>	Public Works	<b>Submitted Date:</b>	3/28/2022
<b>Name:</b>	Matt E. Willier	<b>Email:</b>	MWillier@jacksongov.org
<b>Title:</b>	Assistant Road and Bridge Administrator	<b>Phone:</b>	816-847-7083

<b>Budget Information</b>	
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
<b>Single Source Funding:</b>	

## Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:
20580	December 7, 2020

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

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

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

# Request for Legislative Action

## History

Matt E. Willier at 3/28/2022 10:24:33 AM - [Submitted | ]

Department Director: Brian Gaddie at 3/28/2022 1:08:14 PM - [ Approved | ]

Finance (Purchasing): Barbara J. Casamento at 3/28/2022 2:14:58 PM - [ Returned for more information | Please add the information listed below to the Request Summary on your ERLA: 2nd paragraph should read: " A total of 520 notifications were distributed and one response was received". Please add a last sentence that reads: "The Public Works Department estimates it will spend \$125,000 annually on these products." ]

Submitter: Matt E. Willier at 3/28/2022 3:02:02 PM - [ Submitted | ]

Department Director: Brian Gaddie at 3/28/2022 3:09:41 PM - [ Approved | ]





Finance (Purchasing): Barbara J. Casamento at 3/28/2022 3:36:26 PM - [ Approved | ]

Compliance: Katie M. Bartle at 3/28/2022 3:57:07 PM - [ Approved | ]

Finance (Budget): Mark Lang at 3/29/2022 11:00:03 AM - [ Approved | A fiscal note is not required for a T&S contract. ]

Executive: Sylvya Stevenson at 3/29/2022 12:07:17 PM - [ Approved | ]

## Documents > 449

 Name	Title
 14-22 Supporting Documents.pdf	14-22 Supporting Documents.pdf
 20913 t&s asphaltic concrete bid 14-22.doc	H:\THR\LEGISLATION\DR 2011 t&s Carter asphaltic concrete bid 4-11
 Counselorscans_20220330_154907.pdf	



## Jackson County Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160  
Grain Valley, Missouri 64029  
(816) 847-7050 *phone*  
(816) 847-7051 *fax*

### MEMORANDUM

TO: Katelyn Edgar, Finance and Purchasing Department

FROM: Matt Willier, Assistant Road and Bridge Administrator, Public Works Department

DATE: March 18, 2022

SUBJECT: Recommendation for Vendor: Vance Brothers

Please consider Vance Brothers be awarded term and supply vendor for bid No. 14-22 Asphaltic Concrete to County Road and Bridge division. Vance Brothers was the only vendor that submitted a bid for bid No. 14-22, Asphaltic Concrete.

It is estimated that the County could spend approximately \$125,000.00 annually with Vance Brothers.

For the reasons above, it has been requested that Vance Brothers be awarded the term and supply contract for bid No. 14-22, Asphaltic Concrete.

Thank you for your consideration,

Thank you,

Matt Willier, Assistant Road & Bridge Administrator





# 14-22 - Asphaltic Concrete

## Project Overview

Project Details	
Reference ID	14-22
Project Name	Asphaltic Concrete
Project Owner	Katelyn Edgar
Project Type	ITB
Department	Public Works
Budget	\$0.00 - \$0.00
Project Description	Jackson County, Missouri is seeking bids for the furnishing of Asphaltic Concrete Mix, Patching Materials and Rubberized Sealant for use by the Jackson County, Missouri Road and Bridge Division of the Public Works Department.
Open Date	Feb 08, 2022 8:00 AM CST
Close Date	Mar 08, 2022 2:00 PM CST



## Seal status

Requested Information	Unsealed on	Unsealed by
List of Shop Locations (including complete address and telephone number for each location)	Mar 08, 2022 2:02 PM CST	Katelyn Edgar
Days and Hours of Operation for Shop Locations	Mar 08, 2022 2:02 PM CST	Katelyn Edgar
Point of Contact Name and Telephone Number for this Contract	Mar 08, 2022 2:02 PM CST	Katelyn Edgar
Manufacturer's Certifications stating compliance with specified physical properties for asphalt emulsions cutbacks and rubberized sealing material	Mar 08, 2022 2:02 PM CST	Katelyn Edgar
Standard Contract	Mar 08, 2022 2:02 PM CST	Katelyn Edgar
Affidavit	Mar 08, 2022 2:02 PM CST	Katelyn Edgar
Certificate of Compliance	Mar 08, 2022 2:02 PM CST	Katelyn Edgar
Statement of Contractor's Qualifications	Mar 08, 2022 2:02 PM CST	Katelyn Edgar
Addenda	Mar 08, 2022 2:02 PM CST	Katelyn Edgar
Exhibit F, Bidder's Exceptions	Mar 08, 2022 2:02 PM CST	Katelyn Edgar
Contractor's Utilization Plan	Mar 08, 2022 2:02 PM CST	Katelyn Edgar
Quotation	Mar 08, 2022 2:02 PM CST	Katelyn Edgar



# Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Vance Brothers	Mar 07, 2022 9:48 AM CST	David Holz knecht	davidh@vancebrothers.com	MTk1MDE0



# Scoring Summary

## Active Submissions

	Total	A - Proposal	A-1 - List of Shop Locations	A-2 - Days and Hours of Operation	A-3 - Point of Contact
Supplier	/ 0 pts	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail
Vance Brothers	0 pts	0 pts	Pass	Pass	Pass

	A-4 - Manufacturer's Certifications	B - Forms	B-1 - Standard Contract	B-2 - Affidavit	B-3 - Certificate of Compliance
Supplier	Pass/Fail	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail
Vance Brothers	Pass	0 pts	Pass	Pass	Pass



	<b>B-4 - Statement of Contractor's Qualifications</b>	<b>B-5 - Addenda</b>	<b>B-6 - Exhibit F, Bidder's Exceptions</b>	<b>B-7 - Contractor's Utilization Plan</b>	<b>C - Pricing</b>
<b>Supplier</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>/ 0 pts</b>
Vance Brothers	Pass	Pass	Pass	Pass	0 pts

	<b>C-1 - Quotation</b>
<b>Supplier</b>	<b>Pass/Fail</b>
Vance Brothers	Pass



# Proposal Scores

## Vance Brothers - Scoring Summary

### Evaluation Group 1 - Purchasing Evaluation

	<b>B - Forms</b>	<b>B-1 - Standard Contract</b>	<b>B-2 - Affidavit</b>	<b>B-3 - Certificate of Compliance</b>	<b>B-4 - Statement of Contractor's Qualifications</b>
<b>Reviewer</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Katelyn Edgar	0 pts	Pass	Pass	Pass	Pass
<b>Average:</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>
		↓	↓	↓	↓
<b>Calculated:</b>	<b>0 pts</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>



	<b>B-5 - Addenda</b>	<b>B-6 - Exhibit F, Bidder's Exceptions</b>	<b>B-7 - Contractor's Utilization Plan</b>
<b>Reviewer</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Katelyn Edgar	Pass	Pass	Pass
	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>
	↓	↓	↓
<b>Calculated:</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>

## Evaluation Group 2 - Department Evaluation

	<b>A - Proposal</b>	<b>A-1 - List of Shop Locations</b>	<b>A-2 - Days and Hours of Operation</b>	<b>A-3 - Point of Contact</b>	<b>A-4 - Manufacturer's Certifications</b>
<b>Reviewer</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
James Evans	0 pts	Pass	Pass	Pass	Pass



	<b>A - Proposal</b>	<b>A-1 - List of Shop Locations</b>	<b>A-2 - Days and Hours of Operation</b>	<b>A-3 - Point of Contact</b>	<b>A-4 - Manufacturer's Certifications</b>
<b>Reviewer</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Matt Willier	0 pts	Pass	Pass	Pass	Pass
Caroline DEIHL	0 pts	Pass	Pass	Pass	Pass
	<b>Average:</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>
		↓	↓	↓	↓
<b>Calculated:</b>	<b>0 pts</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>

	<b>C - Pricing</b>	<b>C-1 - Quotation</b>
<b>Reviewer</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>
James Evans	0 pts	Pass
Matt Willier	0 pts	Pass





	<b>C - Pricing</b>	<b>C-1 - Quotation</b>
<b>Reviewer</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>
Caroline DEIHL	0 pts	Pass
	<b>Average:</b>	<b>Pass</b>
		↓
<b>Calculated:</b>	<b>0 pts</b>	<b>Pass</b>



## Proposal Score Comments

### Vance Brothers - Scoring Comments

#### A-1 - List of Shop Locations - Reviewer Scores

Reviewer	Score	Reason	Comments
James Evans	Pass	Meets the requirement(s)	We have done business with the vendor for a long period of time
Matt Willier	Pass	Meets the requirement(s)	Requirement met
Caroline DEIHL	Pass	Meets the requirement(s)	Shop Locations

#### A-2 - Days and Hours of Operation - Reviewer Scores

Reviewer	Score	Reason	Comments
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Reviewer	Score	Reason	Comments
James Evans	Pass	Meets the requirement(s)	The hours of operation meets our needs
Matt Willier	Pass	Meets the requirement(s)	Requirement met
Caroline DEIHL	Pass	Meets the requirement(s)	Days & hours of operation

### A-3 - Point of Contact - Reviewer Scores

Reviewer	Score	Reason	Comments
James Evans	Pass	Meets the requirement(s)	Have no issues with this.
Matt Willier	Pass	Meets the requirement(s)	Requirement met
Caroline DEIHL	Pass	Meets the requirement(s)	Points of contact

### A-4 - Manufacturer's Certifications - Reviewer Scores



Reviewer	Score	Reason	Comments
James Evans	Pass	Meets the requirement(s)	Meets requirements
Matt Willier	Pass	Meets the requirement(s)	Requirement met
Caroline DEIHL	Pass	Meets the requirement(s)	manufacturer's certifications

### B-1 - Standard Contract - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

### B-2 - Affidavit - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass



### B-3 - Certificate of Compliance - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

### B-4 - Statement of Contractor's Qualifications - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

### B-5 - Addenda - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass



### B-6 - Exhibit F, Bidder's Exceptions - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

### B-7 - Contractor's Utilization Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

### C-1 - Quotation - Reviewer Scores

Reviewer	Score	Reason	Comments
James Evans	Pass	Meets the requirement(s)	Seem comparable to current prices
Matt Willier	Pass	Meets the requirement(s)	Requirement met



Reviewer	Score	Reason	Comments
Caroline DEIHL	Pass	Meets the requirement(s)	Quotation

QUOTATION

ASPHALTIC CONCRETE (HOT MIX)

NO	DESCRIPTION	U/M	DELIVERED PRICE PER TON	PICKED UP PRICE PER TON
1.	COMMERCIAL SURFACE Asphaltic concrete base & surface course, Type II	ton	\$ 56.50	\$ 47.50
2.	TIR BASE APWA, Type II, base	ton	\$ 55.50	\$ 46.50
3.	T3M SURFACE APWA, Type II, surface	ton	\$ 58.00	\$ 44.00
4.	FINE MIX APWA, Type II, fine	ton	\$ 84.00	\$ 75.00

COLD ASPHALTIC CONCRETE MIX & PATCHING MATERIAL

NO	DESCRIPTION	U/M	YEARLY EST QTY	STANDARD TYPE MATERIAL PRICE PER TON	HIGH PERFORMANCE TYPE MATERIAL PRICE PER TON
5.	Delivered	ton	500	\$ 92.50	\$ 102.50
6.	Picked up and placed in County-Owned Vehicle	ton	500	\$ 83.50	\$ 93.50

7. Hours of business and days of operation for product pick-up:

Hours: 7 AM - 3 PM

Days of Operation: M - F

8. Delivery time after receipt of order: 24 HRS /hours

9. Supplier's Storage Location Address:

5201 QUINCY AVE  
KANSAS CITY MO 64130

RUBBERIZED SEALANT

NO	DESCRIPTION	U/M	YEARLY EST QTY	DELIVERED PRICE PER POUND	PICKED UP PRICE PER POUND
10.	Rubberized Sealing Material	pound	40,000	\$ .85	\$ .82
11.	Rubberized Sealing Material with fully meltable package, no cardboard or paper waste from packaging, no opening of package required, materials go directly from pallet to melter, STM D-6690 II grade	pound	40,000	\$ .85	\$ .82



**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing a twelve-month term and supply contract with one twelve-month option to extend to Segal Group of Chicago, IL, for the furnishing of broker and consulting services on the County's health, life, and dental insurance, for use County-wide, under terms and conditions of Request for Proposals No. 42-21, at no cost to the County.

**RESOLUTION NO. 20914**, April 4, 2022

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the County has a continuing need for broker and consulting services on the County's health, life, and dental insurance; and,

WHEREAS, the Director of Finance and Purchasing issued Request for Proposals No. 42-21 in response to that need; and,

WHEREAS, a total of sixty-seven notifications were distributed and five proposals were received from the following:

**BIDDERS**

Segal Group  
Chicago, IL

Phase Consulting Partners  
Miami, FL

CBIZ Benefits  
Kansas City, MO

Twin Lakes  
Lee's Summit, MO

Holmes Murphy & Associates  
Kansas City, MO

Garry & Associates  
North Kansas City, MO

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Directors of Human Resources and Finance and Purchasing recommend the award of a twelve-month term and supply contract with one twelve-month option to extend, for the furnishing of broker and consulting services to Segal Group of Chicago, IL under the terms and conditions of Request for Proposals No. 42-21 as the lowest and best proposal received based on evaluation points and price; and,

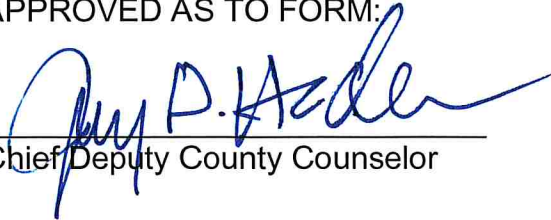
WHEREAS, the execution of this contract is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,


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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20914 of April 4, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

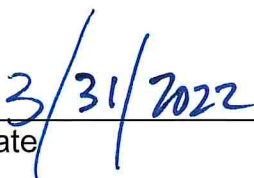
Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

Funding for future years is subject to appropriation in the County's then current annual budget.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## Request for Legislative Action

Res. #20914  
Sponsor: Crystal Williams  
Date: April 4, 2022

Completed by County Counselor's Office			
Action Requested:	<b>Resolution</b>	Res.Ord No.:	<b>20914</b>
Sponsor(s):	<b>Crystal Williams</b>	Legislature Meeting Date:	<b>04/04/2022</b>

Introduction
<b>Action Items:</b> ['Award']
<b>Project/Title:</b>
Awarding a twelve-month term and supply contact with one twelve-month option to extend, for the furnishing of an Employee Benefits Consultant on the County's health, life, dental, vision, and welfare benefits to use County-wide, to Segal of Chicago, Illinois, under the term and conditions of Request for Proposal No. 42-21.

Request Summary
<p>The Human Resources Department requires a contract for an Employee Benefits Consultant for the County's health, life, dental, vision, and welfare benefits that will allow for the department to accomplish better benefit communications to associates, auditing of health care and prescription drug cost, assist us with emerging trends and compliance issues, and modernize technological processes in our day-to-day practices for the benefit of our associates. The Purchasing Department issued Request for Proposal 42-21 in response to those requirements. Sixty-seven (67) bid notifications were issued, and five (5) bids were received. The committee consisted of associates from Parks + Rec, Human Resources, County Administration and the County Auditor's office. The analysis of the scoring and pricing of respondents is outlined in Exhibit A.</p> <p>All bids were requested to submit a monthly retainer fee basis or a consultant fee structure. Based on our current contract with Blue Cross Blue Shield, for the rest of 2022, the new Employee Benefits Consultant will be paid by BCBS. In 2023, Segal's fee will be budgeted.</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Human Resources Department recommends the award of the contract for the furnishing of Employee Benefits Consultant to Segal of Chicago, Illinois as the lowest and best proposal received.</p>

Contact Information			
<b>Department:</b>	Human Resources	<b>Submitted Date:</b>	3/30/2022
<b>Name:</b>	Michelle Chrisman	<b>Email:</b>	mchrisman@jacksongov.org
<b>Title:</b>	Director Of Human Resources	<b>Phone:</b>	816-881-1202

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

## Request for Legislative Action

Total amount authorized after this legislative action:	\$		
Is it transferring fund?	No		
<b>Single Source Funding:</b>			
Fund:	Department:	Line Item Account:	Amount:

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:
20017	October 12, 2018
18175	May 20, 2013

<b>Purchasing</b>	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	yes
Chapter 10 Justification:	Competitively bid RFP
Core 4 Tax Clearance Completed:	n/a
Certificate of Foreign Corporation Received:	n/a
Have all required attachments been included in this RLA?	yes

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
Not Applicable	
<b>Minority, Women and Veteran Owned Business Program</b>	
Not Applicable	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	







<b>Fiscal Information</b>	
<ul style="list-style-type: none"> <li>Term &amp; Supply, no fiscal note required.</li> </ul>	

## Request for Legislative Action

### History

Michelle Chrisman at 3/30/2022 8:38:18 PM - [Submitted | Reentered submission of #439 on behalf of HR due to a technical issue and queuing back to previous status.Original comments:Michelle K. Chrisman at 3/21/2022 11:22:13 AM - [Submitted | ]Department Director: Gina M. Campbell at 3/21/2022 1:34:55 PM - [ Approved | Finance (Purchasing): Barbara J. Casamento at 3/21/2022 2:13:22 PM - [ Returned for more information | Suggestions: total the scores for all 5 panelist and divide by 5 to give a cumulative score for each vendor; I believe you should also include pricing information on each vendor ]Submitter: Michelle K. Chrisman at 3/22/2022 1:24:28 PM - [ Submitted | Provides scores and submitted pricing for all vendors. Department Director: Gina M. Campbell at 3/22/2022 2:56:24 PM - [ Approved | Finance (Purchasing): Barbara J. Casamento at 3/25/2022 10:30:38 AM - [ Returned for more information | Looking at the pricing for all 5 vendors - this is what I see: Low bid is Murphy @ \$5833 per month; 2nd low bid is Twin Lakes @\$7000 per month; 3rd low bid is Segal @\$7500 per month; 4th low bid is CBIZ @ \$15000 per month and the highest bid is Gary @ \$22000 per month. On pricing (with the highest points allowed was 40) you ranked Murphy with 25 Points; Twin Lakes with 30 Points; Segal with 38 Points; CBIZ with 17 Points and Gary with 5 Points. The points for CBIZ and Gary appear to be in line with them being the highest prices. However, the pricing points for Murphy and Segal need explanation. ]]

### Documents > 439

 Name 	Title 
 Exhibit A_RFP 42-21.pdf	
 42-21 Supporting Documents.pdf	42-21 Supporting Documents.pdf
 RFP 42-21 - Pricing.pdf	RFP 42-21 - Pricing.pdf

**Approvals via email 3/31/22.** Edited by Lisa Honn, IT.

Submitter: Michelle Chrisman (resubmitted 3/30/22)

Director review: Gina Campbell for Michelle Chrisman (resubmitted 3/30/22)

Purchasing – Purchasing has reviewed this document and approves. Craig A. Reich, Senior Buyer.

Compliance – Segal is in compliance. MWVBE goals not assigned—Insufficient in terms of MBE or WBE firm available. Prevailing wage is not applicable. Jaime Guillen, Chief Compliance Review Officer

Budget – Budgeting Approved – Term & Supply, no fiscal note required. Mary Rasmussen, Budgeting Supervisor

Executive - I approve eRLA 439. Thanks everyone for accommodating the approval adjustments for this eRLA. Sylvia J. Stevenson, MPA, Chief Administrative Officer

Legal -



## **JACKSON COUNTY**

### **Human Resources Department**

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

(816) 881-3135  
Fax: (816) 881-3474

To: Katelyn Edgar, Buyer  
From: Michelle Chrisman, Director of HR  
Subj: Employee Benefit Consultant Recommendation – RFP 42-21  
Date: February 18, 2022

On November 16, 2021, sixty-seven (67) vendors were issued bids for an Employee Benefit Consultant, who would solicit proposals for health, dental, vision, life and welfare benefits and provide consultation services and guidance to Jackson County Human Resources and Administration. All bids were requested to submit a monthly retainer fee basis or a consultant fee structure.

On December 30, 2021, we received five bids from the following agencies, CBIZ, Twin Lakes, Holmes Murphy, Garry and Associates and Segal. The committee evaluated proposals on the following criteria, responsiveness to proposal, respondents' proposal and experience, respondent's references, and pricing. The committee viewed presentations that covered their RFP bid process, communication strategies, strategic planning & emerging trends and technology and completed reference checks on all five respondents.

The committee then reviewed the bid criteria and pricing and is recommending Segal as the lowest and best bid. Segal has experience in the bid process for services and knowledge on compliance issues. Segal will assist Human Resources to develop a benefits strategic plan, develop benefit plans communications, and assist with open enrollment for all associates.

Funds for this contract will be appropriated from the General Fund.

Cc: Sylvya Stevenson



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# FEES & COMPENSATION

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## OUR PARTNERSHIP GUARANTEE

Working with CBIZ, you can depend on a partnership of communication, support and trust – a relationship with no surprises. Our pricing reflects what’s explicitly spelled out in your request, and you’ll find the entire scope of services covered in our compensation structure. By working with CBIZ, you benefit from preferred-level pricing and service models from national and regional insurance carriers and other vendors, along with administration and servicing efficiencies.

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## PRICING PROPOSAL

CBIZ would propose a retainer based fee of \$15,000 per month/\$180,000 annually to fully support the scope of services requested by Jackson County.

CBIZ is willing to discuss optional pricing structures and will work with the County to determine the optimal structure.





## JACKSON COUNTY, MISSOURI, BROKER PROPOSAL PRICING

We believe we can best serve as an extension of Jackson County's HR/Benefits team by removing any financial barriers from accessing our account service team. Holmes Murphy can provide employee benefit consulting services for Jackson County on a pre-agreed, fee basis, based on a full scope of benefit consulting services outlined in this proposal.

We are comfortable with any compensation methodology other than billable hours. Our practice is built around improving the results for our clients no matter what or how long it takes. We believe that billable hours can discourage clients from accessing our consulting services.

The three basic methods for paying your consultant/broker include:

- A fee arrangement such as a flat amount or a PEPM amount.
- Commission built into products.
- A combination—most commonly structured with a PEPM fee for medical and commission built into ancillary products.

The two most common approaches to paying an advisor are either as a direct monthly fee or through commissions paid to us through your service providers/insurer.

Holmes Murphy does maintain a direct "Blue Chip" broker status with BlueKC. We view this designation to be of importance both from relationship and financial standpoints. As a direct "blue chip" broker we have unique insights into the direction of the BlueKC, input relative to process improvements and enhanced access to their management team. From a financial standpoint, we receive additional bonus compensation. These bonuses do not directly affect the premium rates paid by our clients and ultimately allow Holmes Murphy to provide our service at a lower effective cost versus non-"blue chip" competition. The overall result is that our BlueKC clients benefit financially by leveraging Holmes Murphy's relationship with BlueKC.

Holmes Murphy is proposing a base fee of \$5,833 per month (\$69,996 Annually). This is the minimum level of commission needed to trigger the Blue Chip bonus outlined above (BlueKC determines this amount on an annual basis). The bonus is equal to \$10.50 per employee per month, \$161,280 annually – total compensation to Holmes Murphy of \$231,276. Under this scenario, the County would access our services at a significantly reduced cost. We would also redirect \$5.00 per enrolled employee per month towards other County initiatives such as benefits administration, education, or ACA reporting.

If the County would ever move away from BlueKC, Holmes Murphy would propose a annual fee of \$150,000.

Employee Benefit Consulting	FEE
BlueKC	Minimum Commission (est. \$69,996 Annually) + Blue Chip Bonus
Other Medical Carrier	Annual Fee of \$150,000

In the spirit of operating as an extension of Jackson County’s HR and Benefits department, we cannot envision fees that might fall outside of the scope of services proposed, except for the following:

- Clinical data warehouse and analytics file feeds charges. (These nominal charges are often one-time or as a pass-through charge associated when changing Jackson County’s medical/pharmacy carriers.) These incidental charges enable a carrier’s EDI file feed to interface with your longitudinal data warehouse and analytics platform.
- Custom Employee Communication Videos
- ACAP HealthWorks & AVANT Specialty Products – these programs are billed directly from the providers
- Online Enrollment Systems Fees (if any)
- Non-Discrimination Testing
- Vendor File Fees
- Use of Benefit Technology Resources (BTR)
- ethOs Employee Engagement Services

You have our commitment that in the event there are services needed that fall outside of our agreement, Holmes Murphy will never invoice you without first obtaining consent based upon an agreed upon fee. In this way, we avoid having any surprises that are not pre-approved.

# | Segal Pricing – RFP No. 42-21

## Scope of Services

Category	Description	Included
Competitive Bids	<ul style="list-style-type: none"> <li>• Draft RFP and questionnaire</li> <li>• Respond to vendor questions</li> <li>• Evaluate Responses</li> <li>• Conduct Best-And-Final Offers</li> <li>• Conduct Finalist Presentations</li> <li>• Prepare Reports</li> <li>• Negotiate Contract</li> <li>• Present Results</li> </ul>	Yes
Vendor Management	<ul style="list-style-type: none"> <li>• Negotiate Renewals</li> <li>• Review Contracts</li> <li>• Assist in Resolution of Claim Escalations (i.e., Claim Mediation)</li> </ul>	Yes
Strategy	<ul style="list-style-type: none"> <li>• Build Benefits Strategic Plan</li> <li>• Provide Updates on Market Trends</li> <li>• Recommend Changes in Benefit Design, Delivery Systems, Funding, etc. to Ensure Competitiveness of Plans</li> <li>• Conduct Benchmarking</li> <li>• Review Contribution Schedules</li> <li>• Conduct Employee Surveys</li> </ul>	Yes
Open Enrollment	<ul style="list-style-type: none"> <li>• Develop Calendar</li> <li>• Prepare Communications (presentation, forms, notices, SBCs, guide)</li> <li>• Conduct Employee Meetings</li> </ul>	Yes
Compliance	<ul style="list-style-type: none"> <li>• Provide Updates on New Legislation/Regulations Affecting Benefit Plans</li> <li>• Provide consultation on all Current Legislation (e.g., COBRA, HIPAA, CAA, ACA)</li> <li>• Review Plan Documents and Notices</li> <li>• Respond to Questions</li> <li>• Prepare 5500 Filing, if applicable</li> </ul>	Yes
Actuarial	<ul style="list-style-type: none"> <li>• Provide Quarterly Financial Reporting</li> <li>• Provide Analysis of Claims Data</li> </ul>	Yes
Daily Service	<ul style="list-style-type: none"> <li>• Develop Project Management Log</li> <li>• Schedule Regular Status Calls</li> <li>• Respond to Emails/Calls</li> </ul>	Yes

Category	Description	Included
Communications	<ul style="list-style-type: none"> <li>Review Employee Communications (e.g., SPDs, COCs, SBCs, etc.)</li> <li>Assist the County in developing and implementing a benefit plan communications infrastructure</li> </ul>	Yes
Wellness	<ul style="list-style-type: none"> <li>Maintain/Secure Wellness Program and Vendors</li> <li>Attend Monthly Meetings</li> </ul>	Yes
SHAPE Data Warehouse*	<ul style="list-style-type: none"> <li>Receive Monthly Data from Carriers</li> <li>Develop Annual Reporting</li> <li>Provide Ad-Hoc Reporting as Necessary</li> </ul>	Yes

\*We are including our SHAPE Data Warehouse at no additional charge, as we place high value on the County as a client and welcome a successful and longstanding relationship. Further information on SHAPE can be found on page 23 of our proposal.

Our proposed fee schedule is below.

Retainer Fee for Benefits Consulting Services	
	Yearly Retainer Fee
Year One	\$90,000
Year Two	\$90,000

**Jackson County, Missouri**  
**Request for Proposal Employee Benefits Broker/Consultant**

**Proposal No. 42-21**

**5.6.6**

**PRICING**  
**(ORIGINAL)**

5.6.6 Garry and Associates Insurance Agency, Inc. will continue to work as your Broker/Consultant through a commission structure built into the plans and fully disclosed on an annual basis, commissions would continue to be structured as a percentage of premiums and paid totally by the carrier (currently Blue Cross). Blue Cross contracts with Garry & Associates, as well as a limited number of other local agencies, to perform additional administrative services on their behalf in exchange for an administrative services fee. By performing these services for them it helps to reduce their internal operating costs. This cost is considered as a part of their overhead and is not an additional charge to your group.

5.6.6.1 Garry and Associates Insurance Agency, Inc. would prefer to be paid on a commission basis but would be agreeable to work out a monthly retainer or consultant fee structure in lieu of a broker fee.

## **Jackson County, Missouri**

### **Request for Proposal Employee Benefits Broker/Consultant**

#### **Proposal No. 42-21**

#### **5.6.6**

#### **PRICING**

##### 5.6.6 Pricing

Garry and Associates Insurance Agency, Inc. will continue to work as your Broker/Consultant under a commission structure built into the plan and fully disclosed on an annual basis.

Commissions would continue to be structured as a percentage of premiums and paid totally by the carrier (currently Blue Cross). Blue Cross contracts with Garry & Associates, as well as a limited number of other local agencies, to perform additional administrative services on their behalf in exchange for an administrative services fee. By performing these services for them it helps to reduce their internal operating costs. This cost is considered as a part of their overhead and is not an additional charge to your group.

5.6.6.1 Please include your pricing structure on a monthly retainer basis or a consultant fee structure in lieu of a broker fee.

The annual cost on a retainer basis or a consultant fee structure would be \$264,000 payable monthly at 22,000 per month.

## 5.6.6

## Pricing

---

**“ALL OR NOTHING”:** This proposal is being submitted to the County on an “ALL OR NOTHING” basis.

As the County’s Group Health benefits are already in the place for the current annual term, we are proposing an Agent/Broker of Record change to remove the County’s currently contracted Employee Benefits Consultant and assign Twin Lakes Insurance Agency in partnership with the McDaniel Hazley Group as the County’s new Employee Benefits Consultant on all current health, dental, life, and welfare benefits. As such, all pricing with the County’s current insurance providers will remain the same. Upon selection and subsequent transfer of current benefit plans, we will provide the consulting services requested and responded to in this proposal.

Twin Lakes Insurance Agency & McDaniel Hazley Group would be assuming control over the County’s current health, dental, life, and welfare benefits plans by Agent/Broker of Record if selected as the Successful Respondant to the RFP, we would also assume the current compensation agreement the County has with the incumbent consultant/Agent/Broker of Record, while offering the services of our Benefits Administration/Human Resources/Employee On-Boarding Portal.

## EXTERNAL RFP 42-21 - Additional Information Requested

Kim Jacobs <KimJ@twinlakesins.com>

Tue 2/15/2022 2:58 PM

To: Michelle K. Chrisman <MChrisman@jacksongov.org>

Cc: Mike Smith <michaels@twinlakesins.com>

Just wanted to clarify something, if there is a current broker commission agreement in place with the carrier, we would honor that agreement and there wouldn't be a monthly charge of \$7,000 on a consultant fee basis.

Let me know if you have any questions.

## Kim Jacobs

Employee Benefits Account Executive  
Employee Benefits Team Leader

Direct (816)251-3312

[kimj@twinlakesins.com](mailto:kimj@twinlakesins.com)

---

**From:** Michelle K. Chrisman <MChrisman@jacksongov.org>  
**Sent:** Tuesday, February 15, 2022 1:59 PM  
**To:** Kim Jacobs <KimJ@twinlakesins.com>  
**Cc:** Mike Smith <michaels@twinlakesins.com>  
**Subject:** Re: EXTERNAL RFP 42-21 - Additional Information Requested

Thank you for the response!

Michelle Chrisman

Director of Human Resources

[mchrisman@jacksongov.org](mailto:mchrisman@jacksongov.org)

816-881-1204

---

**From:** Kim Jacobs <[KimJ@twinlakesins.com](mailto:KimJ@twinlakesins.com)>  
**Sent:** Tuesday, February 15, 2022 1:27 PM  
**To:** Michelle K. Chrisman <[MChrisman@jacksongov.org](mailto:MChrisman@jacksongov.org)>  
**Cc:** Mike Smith <[michaels@twinlakesins.com](mailto:michaels@twinlakesins.com)>  
**Subject:** EXTERNAL RFP 42-21 - Additional Information Requested

WARNING: This email originated outside of Jackson County.  
DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Michelle,



As the County's Group Health benefits are already in the place for the current annual term, we are proposing an Agent/Broker of Record change to remove the County's currently contracted Employee Benefits Consultant and assign Twin Lakes Insurance Agency in partnership with the McDaniel Hazley Group as the County's new Employee Benefits Consultant on all current health, dental, life, and welfare benefits. As such, all pricing with the County's current insurance providers will remain the same. Upon selection and subsequent transfer of current benefit plans, we will provide the consulting services on a monthly basis of \$7,000. Twin Lakes Insurance Agency & McDaniel Hazley Group would be assuming control over the County's current health, dental, life, and welfare benefits plans by Agent/Broker of Record if selected as the Successful Respondent to the RFP, we would also assume the current compensation agreement the County has with the incumbent consultant/Agent/Broker of Record, while offering the services of our Benefits Administration/Human Resources/Employee On-Boarding Portal.

Let us know if you have any questions.

## Kim Jacobs

Employee Benefits Account Executive  
Employee Benefits Team Leader

Direct (816)251-3312

[kimj@twinlakesins.com](mailto:kimj@twinlakesins.com)

---

**From:** Michelle K. Chrisman <[MChrisman@jacksongov.org](mailto:MChrisman@jacksongov.org)>

**Sent:** Thursday, February 10, 2022 10:37 AM

**To:** Mike Smith <[michaels@twinlakesins.com](mailto:michaels@twinlakesins.com)>; Kim Jacobs <[KimJ@twinlakesins.com](mailto:KimJ@twinlakesins.com)>

**Subject:** RFP 42-21 - Additional Information Requested

Our committee is in the process of evaluating the responses we received for RFP 42-21 for Employee Benefits Consultant. The committee would like you to provide a response regarding pricing as outlined in the format shown in section 5.6.6.1. Please provide response via email to me by Friday, February 11, 2022 by 4pm.

5.6.6.1 Please include your pricing structure on a monthly retainer basis or a consultant fee structure in lieu of a broker fee.

Regards,

Michelle Chrisman

Director of Human Resources

[mchrisman@jacksongov.org](mailto:mchrisman@jacksongov.org)

816-881-1204

**To:** Mike Smith <michaels@twinlakesins.com>; Kim Jacobs <KimJ@twinlakesins.com>

**Subject:** RFP 42-21 - Additional Information Requested

Our committee is in the process of evaluating the responses we received for RFP 42-21 for Employee Benefits Consultant. The committee would like you to provide a response regarding pricing as outlined in the format shown in section 5.6.6.1. Please provide response via email to me by Friday, February 11, 2022 by 4pm.

5.6.6.1 Please include your pricing structure on a monthly retainer basis or a consultant fee structure in lieu of a broker fee.

Regards,

Michelle Chrisman  
Director of Human Resources  
[mchrisman@jacksongov.org](mailto:mchrisman@jacksongov.org)  
816-881-1204



RFP Number: 42-21  
 RFP Name: Employee Benefits Consulting Services  
 Dept. Name: Human Resources

**Respondents**

	Maximum Points	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5
<b>Evaluation Criteria: CBIZ Benefits</b>						
Responsiveness to the Request for Proposal	5	5	5	5	5	5
Respondent's Proposal and Experience	30	30	30	30	28	30
Respondent's References	25	25	23	25	25	25
Respondent's Pricing	40	17	17	17	17	17
Total	100	77	75	77	75	77

**Respondents**

	Maximum Points	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5
<b>Evaluation Criteria: Twin Lakes</b>						
Responsiveness to the Request for Proposal	5	5	5	5	5	5
Respondent's Proposal and Experience	30	11	11	15	16	15
Respondent's References	25	25	20	25	25	25
Respondent's Pricing	40	30	30	30	30	30
Total	100	71	66	75	76	75

**Respondents**

	Maximum Points	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5
<b>Evaluation Criteria: Holmes Murphy &amp; Assoc.</b>						
Responsiveness to the Request for Proposal	5	5	5	5	5	5
Respondent's Proposal and Experience	30	20	14	17	22	20
Respondent's References	25	25	20	25	25	25
Respondent's Pricing	40	25	25	25	25	25
Total	100	75	64	72	77	75

**Respondents**

	Maximum Points	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5
<b>Evaluation Criteria: Garry &amp; Associates</b>						
Responsiveness to the Request for Proposal	5	5	5	5	5	5
Respondent's Proposal and Experience	30	10	9	11	16	10
Respondent's References	25	25	20	25	25	25
Respondent's Pricing	40	5	5	5	5	5
Total	100	45	39	46	51	45

**Respondents**

	Maximum Points	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5
<b>Evaluation Criteria: Segal</b>						
Responsiveness to the Request for Proposal	5	5	5	5	5	5
Respondent's Proposal and Experience	30	28	25	30	29	30
Respondent's References	25	25	23	25	25	25
Respondent's Pricing	40	38	38	38	38	38
Total	100	96	91	98	97	98

# Segal Pricing – RFP No. 42-21

## Scope of Services

Category	Description	Included
Competitive Bids	<ul style="list-style-type: none"> <li>• Draft RFP and questionnaire</li> <li>• Respond to vendor questions</li> <li>• Evaluate Responses</li> <li>• Conduct Best-And-Final Offers</li> <li>• Conduct Finalist Presentations</li> <li>• Prepare Reports</li> <li>• Negotiate Contract</li> <li>• Present Results</li> </ul>	Yes
Vendor Management	<ul style="list-style-type: none"> <li>• Negotiate Renewals</li> <li>• Review Contracts</li> <li>• Assist in Resolution of Claim Escalations (i.e., Claim Mediation)</li> </ul>	Yes
Strategy	<ul style="list-style-type: none"> <li>• Build Benefits Strategic Plan</li> <li>• Provide Updates on Market Trends</li> <li>• Recommend Changes in Benefit Design, Delivery Systems, Funding, etc. to Ensure Competitiveness of Plans</li> <li>• Conduct Benchmarking</li> <li>• Review Contribution Schedules</li> <li>• Conduct Employee Surveys</li> </ul>	Yes
Open Enrollment	<ul style="list-style-type: none"> <li>• Develop Calendar</li> <li>• Prepare Communications (presentation, forms, notices, SBCs, guide)</li> <li>• Conduct Employee Meetings</li> </ul>	Yes
Compliance	<ul style="list-style-type: none"> <li>• Provide Updates on New Legislation/Regulations Affecting Benefit Plans</li> <li>• Provide consultation on all Current Legislation (e.g., COBRA, HIPAA, CAA, ACA)</li> <li>• Review Plan Documents and Notices</li> <li>• Respond to Questions</li> <li>• Prepare 5500 Filing, if applicable</li> </ul>	Yes
Actuarial	<ul style="list-style-type: none"> <li>• Provide Quarterly Financial Reporting</li> <li>• Provide Analysis of Claims Data</li> </ul>	Yes
Daily Service	<ul style="list-style-type: none"> <li>• Develop Project Management Log</li> <li>• Schedule Regular Status Calls</li> <li>• Respond to Emails/Calls</li> </ul>	Yes

Category	Description	Included
Communications	<ul style="list-style-type: none"> <li>Review Employee Communications (e.g., SPDs, COCs, SBCs, etc.)</li> <li>Assist the County in developing and implementing a benefit plan communications infrastructure</li> </ul>	Yes
Wellness	<ul style="list-style-type: none"> <li>Maintain/Secure Wellness Program and Vendors</li> <li>Attend Monthly Meetings</li> </ul>	Yes
SHAPE Data Warehouse*	<ul style="list-style-type: none"> <li>Receive Monthly Data from Carriers</li> <li>Develop Annual Reporting</li> <li>Provide Ad-Hoc Reporting as Necessary</li> </ul>	Yes

\*We are including our SHAPE Data Warehouse at no additional charge, as we place high value on the County as a client and welcome a successful and longstanding relationship. Further information on SHAPE can be found on page 23 of our proposal.

Our proposed fee schedule is below.

Retainer Fee for Benefits Consulting Services	
	Yearly Retainer Fee
Year One	\$90,000
Year Two	\$90,000

## Master Consulting Agreement

**THIS IS A SAMPLE MCA FOR INFORMATIONAL PURPOSES ONLY. ALL MCAS MUST BE GENERATED AND SHARED WITH CLIENTS USING IRONCLAD. ANY CHANGES MADE TO THIS SAMPLE WILL APPEAR IN TRACKED CHANGES FORM.**

**[Note: the purpose of the MCA is to be the legal terms of the overall relationship with the Client and to cover both retainer (e.g. annual actuarial/consulting) and non-retainer services (special projects/practices). Services, Fees and Service-specific terms are described in the SOWs. Except where highlighted in yellow, do not modify or delete the provisions of the MCA without obtaining legal and/or senior management approval.]**

**THIS MASTER CONSULTING AGREEMENT** (the “MCA” and together with any Statement(s) of Work (“SOW”) issued hereunder, the “Agreement”) between **The Segal Group, Inc.**, a Delaware corporation, with its principal place of business at 333 West 34<sup>th</sup> Street, New York, NY 10001-2402, on behalf of itself and its operating subsidiaries and its affiliates<sup>1</sup>, (collectively, “Segal”), and **[Client Legal Name]**, a(n) **[State]** **[Entity Type]** with its principal place of business at **[Address]** (“Client”) is made effective as of **[Insert start date]** (the “Effective Date”). Segal and Client will also be referred to herein individually as a “Party” and jointly as the “Parties”.

### 1. **Services.**

- (a) Services.** Segal will provide certain employee benefits consulting and related services to Client (“Services”) as set forth in one or more SOWs, a form of which is attached hereto, signed by both Parties. The execution of an SOW by any of Segal’s affiliates, specifically referencing this Agreement, is an agreement by and between the applicable Segal entity and Client. Each SOW is subject to and incorporates the terms and conditions of the MCA by reference. For the avoidance of doubt, this Agreement does not cover (i) investment consulting and advisory services provided by Segal Advisors, Inc. (d/b/a/ Segal Marco Advisors) or (ii) specialized insurance brokerage and related services provided by Segal Select Insurance Services, Inc.
- (b) Standard of Care.** All Services rendered under this Agreement will be performed by competent personnel with at least the same degree of care and skill exercised by reputable providers of similar services and in accordance with all applicable laws, regulations and professional standards. Segal’s Services do not include rendering legal, tax or accounting advice or the acceptance of fiduciary responsibility under the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder (“ERISA”) or

<sup>1</sup> This agreement governs services provided by the following legal entities: The Segal Company (Eastern States), Inc. (EIN: 13-1835864), a New York corporation; The Segal Company (Southeast), Inc. (EIN: 13-2619259), a Georgia corporation; The Segal Company (Midwest), Inc. (EIN: 13-1975125), an Illinois corporation; The Segal Company (Western States), Inc. (EIN: 94-1503999), a Maryland corporation and The Segal Company, Ltd. (EIN: 13-2776405), a Michigan corporation, authorized to conduct business in Canada.

other laws. Client acknowledges and agrees that Segal will not have any liability or responsibility whatsoever for (i) the acts or omissions of Client's employees, agents and other service providers (whether current or past), (ii) Client's condition or status prior to Segal's retention as a service provider, (iii) the long-term impact of such acts, omissions, condition or status, or (iv) the veracity or accuracy of data received from or on behalf of Client.

## 2. Term and Termination.

- (a) **Term.** The term of this Agreement will commence on the Effective Date and continue in effect until **[Insert End Date]****[NOTE: The "term" is analogous to the "fee term" and the End Date must be 5 years or less following Start Date]** (the "Initial Term"), unless earlier terminated by a Party in accordance with Section 2(b) of this Agreement. **[Delete if No Auto Renewal: Upon expiration of the Initial Term, this Agreement will automatically renew for successive additional terms of twelve (12) months each unless Client or Segal gives written notice to the other at least sixty (60) days before the expiration of the Initial or any then current term. Notwithstanding the foregoing, the maximum term of this MCA is ten (10) years from the Effective Date.]** Notwithstanding the foregoing, should any SOW entered into during the Initial Term or any renewal or extension term require Services to be performed beyond the expiration or termination of this MCA, the terms of this Agreement shall remain in full force and effect until the expiration or termination of such SOW.
- (b) **Termination.** Either Party may terminate this MCA or any SOW upon at least sixty (60) calendar days' written notice, or such shorter period as may be required by applicable law or as set forth in an SOW. Upon termination of this Agreement, the parties agree and understand that any corresponding business associate agreements ("BAA") and/or personal information processing agreements ("PIPA") shall terminate under the same terms, subject to any data retention, return and destruction provisions contained therein.

## 3. Fees and Expenses

- (a) **Fees.** Segal's fees for the Services will be set forth in the applicable SOW. Unless otherwise set forth in a new SOW, at the conclusion of the Initial Term and annually thereafter, Segal's fee for any ongoing recurring (i.e. annual retainer) Services will automatically increase by 3%. **[NOTE: Fee escalator at term conclusion is required and cannot be removed without COO approval. However, the automatic fee escalator will not apply if a new SOW is entered into after the Initial Term. The expectation for ongoing annual retainers is that a new SOW will be entered into every 2-5 years, clarifying the scope of services and updating the fee for the next fee period.]**

- (b) **Expenses.** Client will reimburse Segal for any reasonable expenses incurred in connection with providing the Services, unless otherwise expressly set forth in an SOW. **[NOTE: Default stance is to pass through reasonable expenses; however, SOW will govern whether or not expenses are actually passed through.]** Additionally, if Segal is requested or compelled to participate in actual or anticipated disputes, investigations, arbitrations, litigation or other dispute resolution proceedings (each an “Action”) as a result of its relationship with Client, Client will reimburse Segal for all reasonable costs (including, but limited to, Segal time spent and costs incurred in connection with responding to subpoenas and other document requests) and fees, including attorney’s fees, that Segal incurs, during or after the term of this Agreement, except where Segal is itself a party to such Action.
- (c) **Invoices and Payment.** **[NOTE: These are our standard payment terms; deviations require BU leader approval.]** Unless otherwise set forth in the applicable SOW, Segal will bill ongoing annual retainer fees quarterly in advance and hourly-time charges monthly in arrears. Segal will bill for permitted expenses incurred as soon as practicable. All sums are payable in United States dollars. All undisputed invoices (or portions thereof) will be paid by Client within thirty (30) days of receipt by electronic funds transfer (e.g. ACH or wire) in immediately available funds, as specified in the applicable invoice. If, within forty-five (45) days of the invoice date, Segal has not received payment for any undisputed fees or expenses payable hereunder, Segal will assess a late payment fee equal to the lower of (i) the highest interest rate permitted under applicable law or (ii) 2% interest per month, until such fees and/or expenses are paid in full. Upon termination of this Agreement, Segal will be compensated for all work performed up until the date of Termination.
- (d) **Indirect Compensation.**
- (i) **General.** Other than commissions from the placement of insurance policies, as described below and set forth in the SOW, Segal does not anticipate receiving indirect compensation in connection with providing Services under this Agreement. Segal will notify Client in writing if it anticipates receiving any additional indirect compensation.
- (ii) **Insurance Commissions.** Segal is a licensed insurance producer. If in the course of providing Services related to health and welfare plans or benefits, the Client appoints Segal as its broker of record, Segal may place insurance policies for Client. Acting in this capacity and consistent with applicable law, Segal may earn commissions from the placement of insurance policies. Prior to placing any commission-bearing insurance policy on Client’s behalf, the Parties will enter into an additional compensation disclosure agreement describing all compensation paid or



payable to Segal in connection with Client's purchase of insurance. If this Agreement is terminated or Client removes Segal as its broker of record, consistent with applicable insurance law, Segal will retain all commissions received prior to the date of termination or removal.

Segal also participates in contingent compensation programs with insurance carriers, which may result in additional compensation to Segal from the Client's insurance carrier(s). Segal has established procedures to prevent its participation in any contingent compensation programs from influencing its neutrality in recommending insurance products and uses such contingent compensation to offset firm-wide operating expenses and improve client support services.

**(e) ERISA Acknowledgements.**

**(i) Client Fiduciary Authority.** If Client is an employee benefit plan, each person(s) signing this Agreement is doing so in his/her capacity as representative or agent of the plan's "Named Fiduciary" (as defined by ERISA). The Named Fiduciary acknowledges that it has sole authority to select the plan's service providers and has responsibility to determine whether the service arrangements, including compensation paid, are reasonable.

**(ii) ERISA Fee Disclosures.**

(1) *Health and Welfare Plans.* Segal acknowledges that it is a "covered service provider" within the meaning of Section 408(b)(2) of ERISA when providing Services to health and welfare plans and will disclose any fees and other compensation it receives in accordance with the requirements of with ERISA Section 408(b)(2). This Agreement describes the Services and Segal's direct compensation for Services. If Segal receives any indirect compensation (as described in Section 3(d) above), Segal will provide an annual statement describing the indirect compensation it received in the previous plan year. The Named Fiduciary agrees and acknowledges that it has received a copy of this Agreement for review reasonably in advance of entering into this Agreement and that the designation of Segal as a service provider, and any other transactions contemplated by this Agreement, are consistent with and permissible under the plan documents.

(2) *Pension Plans.* If Segal receives any indirect compensation in connection with providing services to pension plans, it will be a "covered service provider" within the meaning of Section 408(b)(2) of ERISA and will disclose any fees and other compensation it receives in accordance with the requirements of with ERISA Section 408(b)(2). This Agreement describes the Services and Segal's direct compensation for Services. If Segal receives any indirect compensation (as described in Section 3(d) above), Segal

will provide an annual statement describing the indirect compensation it received in the previous plan year. The Named Fiduciary agrees and acknowledges that it has received a copy of this Agreement for review reasonably in advance of entering into this Agreement and that the designation of Segal as a service provider, and any other transactions contemplated by this Agreement, are consistent with and permissible under the plan documents.

A copy of Segal's firm-wide ERISA Section 408(b)(2) fee disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

#### 4. Information and Ownership.

- (a) **Client Information.** Client agrees to supply to Segal (either directly or through Client's agents and representatives) on a timely basis all of the data, documentation and information (e.g., current plan design and plan documents, information concerning all plan participants and beneficiaries) reasonably needed by Segal to perform the Services ("Client Information"), in a usable format. If Client Information is not provided in a usable format, Segal may charge Client for actual costs incurred in converting it to a usable a format. Segal will have the right to reasonably rely on the accuracy and completeness of Client Information and will have no responsibility for independently verifying or checking Client Information for accuracy or completeness. Client will notify Segal promptly upon gaining knowledge of any material change to Client Information. Client acknowledges and agrees that Segal shall have no liability for errors resulting from latent defects in Client Information or Client's failure to notify Segal of changes to Client Information.
- (b) **Ownership of Client Information.** Client Information is and will remain the sole and exclusive property of Client. In addition to the Services, Segal is authorized to use Client Information for internal purposes and may aggregate Client Information with other data collected by Segal and distribute such data, or analysis of such data, to third parties, provided such distributed data does not identify Client or any Client participants or beneficiaries. Further, Segal is expressly authorized to include Client's name and logo/trademark in a list of representative clients for marketing and/or sales purposes. For the avoidance of doubt, Segal will not sell or otherwise receive remuneration for Client Information or materials derived from Client Information.
- (c) **Ownership of Deliverables.** Client acknowledges that, in providing the Services, Segal will distribute or make available certain proprietary materials ("Segal's Proprietary Information"), including, but not limited to, publications, software, know-how, techniques, methodologies and report formats. Except to the extent that they are or incorporate Segal's Proprietary Information, all documents, data, and other tangible materials authored or prepared and delivered by Segal to

Client under the terms of this Agreement (collectively, the "Deliverables"), are the sole and exclusive property of Client, once paid for by Client. To the extent that Segal's Proprietary Information is incorporated into such Deliverables, Client will have a perpetual, fully paid, non-exclusive, non-transferable and non-sub-licensable right to use, copy, and modify Segal's Proprietary Information as part of the Deliverables internally and for their intended purpose. Segal will not have any responsibility or liability for use of any Deliverable in any manner other than for the intended purpose.

## 5. Confidentiality and Data Privacy.

- (a) **Confidential Information.** Confidential Information includes (i) Client Information; (ii) Segal's Proprietary Information; and (iii) any other information clearly identified by a Party as confidential at the time of disclosure or that a reasonable person should understand to be confidential or proprietary in nature.

Confidential Information will not include information which: (i) is or becomes a part of the public domain through no fault of the receiving Party; (ii) was in the receiving Party's lawful possession prior to the disclosure; (iii) is disclosed by the disclosing Party without restriction on disclosure; (iv) is independently developed by the receiving Party without reliance on the disclosing Party's Confidential Information; (v) is required to enforce a Party's rights hereunder; or (vi) is required to be disclosed by a governmental authority or pursuant to a subpoena, provided that to the extent not prohibited by applicable law, the receiving Party gives the disclosing Party a reasonable opportunity to contest the disclosure and/or seek any available protections for the Confidential Information.

Additionally, Client provides express consent to allow Segal to disclose Client's name and logo/trademark for marketing and/or sales purposes.

- (b) **Obligations Related to Confidential Information.** With respect to a disclosing Party's Confidential Information, the receiving Party agrees to:

- (i) Not use or disclose Confidential Information for any reason other than the reason it was disclosed or as otherwise permitted by this Agreement (the "Purpose"), without the express permission of the disclosing Party;
- (ii) Not misappropriate or use Confidential Information in order to intentionally damage the disclosing Party's business or reputation or otherwise gain a competitive advantage over the disclosing Party;
- (iii) Only disclose, or otherwise make available Confidential Information to those of its affiliates, officers, employees and agents ("Representatives") who have a legitimate need to know the Confidential Information in furtherance of the Purpose and have been made aware of the obligations of this Agreement and their responsibility for complying with those

obligations. The receiving Party acknowledges that it is fully responsible for a breach of this Agreement by its Representatives;

- (iv) Notify the disclosing Party promptly upon becoming aware of any unauthorized use, disclosure or release of Confidential Information of which it is aware.

**(c) Cybersecurity.** Segal maintains procedures, consistent with industry standards and as required by law, to ensure the security of all data maintained on Segal's information technology systems. In addition, Segal maintains a reasonable and appropriate business continuity/disaster recovery program. Segal agrees to provide Client with any information Client reasonably requests related to Segal's information security protocols and disaster recovery program, provided that such information will be treated by Client as Confidential Information and not disclosed to any third party without Segal's consent.

**(d) Personal Information.** Segal acknowledges that Client Information may include personally identifiable information ("PII") related to Client's employees and/or participants and beneficiaries under Client's sponsored employee benefit plans, including, but not limited to Personal Information ("PI"), as such term is defined in the California Consumer Privacy Act of 2018 ("CCPA"), as amended, and Protected Health Information ("PHI"), as such term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the American Recovery and Reinvestment Act of 2009 ("ARRA") (together "HIPAA"), and the regulations promulgated thereunder (the "HIPAA Rules"). Prior to Segal's receipt of PII, PHI, or PI, the Parties will enter into a BAA and/or a Personal Information Protection Agreement ("PIPA") that set out the additional terms, requirements, and conditions on which Segal will obtain, handle, process, disclose, transfer, or store PII when providing services under this Agreement. The PIPA and/or BAA will be attached to this Agreement. In the event of any conflict or ambiguity between:

- (i) any provision contained in this Agreement, including any attachments, amendments or addendums thereto, and any provision contained in the body of any PIPA, the provision in the body of the PIPA will prevail;
- (ii) any provision contained in this Agreement or the PIPA, including any attachments, amendments or addendums thereto, and any provision contained in the body of any separately executed BAA between the Parties, the provision in the body of such BAA will prevail with respect to PHI.

## 6. Liability and Insurance.

- (a) **Force Majeure.** Neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, act or failure to act by a governmental body, the elements, strikes or labor disputes, global pandemic, or other cause beyond the control of such Party.
- (b) **Remedies.** SEGAL WILL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT OR IN TORT, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR COSTS (WHETHER OR NOT SEGAL HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), OR FOR ANY LOST PROFITS, APPRECIATION, EARNINGS, OR SAVINGS, OR FOR ANY CLAIMS AGAINST CLIENT BY ANY OTHER PARTY.

SEGAL'S LIABILITY FOR DIRECT DAMAGES INCURRED BY CLIENT WILL NOT EXCEED THE FEES PAID TO SEGAL DURING THE PRECEDING TWELVE-MONTH PERIOD.

NOTHING IN THIS SECTION WILL ACT TO RELIEVE SEGAL FROM ANY RESPONSIBILITY, LIABILITY OR DUTY WHICH SEGAL MAY NOT DISCLAIM UNDER APPLICABLE FEDERAL OR STATE LAWS, INCLUDING ERISA.

- (c) **Insurance.** Segal is, and will continue to be while performing Services, insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which Segal is engaged, including, but not limited to, professional liability and cyber liability coverage. A description and evidence of such insurance coverage will be provided by Segal upon request.

7. **Notices.** Any notices or other communications under this Agreement will be in writing and will be given to the Parties at the addresses set forth below:

If to Client, to:

[Client Name]  
[Address]  
Attention: [Name]  
[Email]

If to Segal, to:

The Segal Group  
333 West 34<sup>th</sup> Street  
New York, NY 10001  
Attention: General Counsel  
Contract\_Notice@segalco.com

Copy to:

[Consultant Name]  
[Consultant Email]

Notices will be deemed to have been received upon the earlier of actual receipt thereof or, with respect to delivery (i) by electronic mail, upon confirmation of receipt, whether telephonically or by electronic transmission; (ii) by overnight courier or overnight express mail, the next business day following delivery to such overnight courier or the U.S. Postal Service; and (ii) by mail, the fifth (5<sup>th</sup>) business day following such delivery to the U.S. Postal Service. Any Party may change the contact information above by written notice to the other.

- 8. Dispute Resolution; Governing Law; Waiver of Jury Trial.** Any disputes between the Parties hereto are subject to mediation in accordance with the Judicial Arbitration and Mediation Service (“JAMS”) as a condition precedent to the commencement of any legal proceeding hereunder. Except to the extent superseded by federal law, the validity, interpretation, enforceability, and performance of this Agreement will be governed by the laws of the State of New York. Unless otherwise agreed by the Parties, any dispute, controversy or claim arising out of or to enforce the terms of this Agreement may only be brought in the appropriate federal or state court in the State of New York, New York County. **THE PARTIES AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF THIS AGREEMENT.**

**9. General**

- (a) Entire Agreement; Modification of Agreement.** This MCA, along with the applicable SOW(s) constitutes the entire agreement between the Parties regarding the furnishing of the Services and supersedes all prior oral or written understandings between the parties. Neither party has relied on any promises, representations, or warranties except as expressly set forth in this Agreement. No modification or amendment hereto will be valid unless it is in writing and signed by the Parties.
- (b) Assignment of the Agreement.** A Party may only assign this Agreement with the other Party’s prior written consent, except that either party may assign this Agreement: (i) to any of its affiliates or subsidiaries (whether existing now or in the future); (ii) in connection with the transfer or sale of all or substantially all of its assets or business or business to which this Agreement relates or (iii) its merger or consolidation with another company. No assignment will discharge a party from its obligations or duties under **Section 4 (Information and Ownership), Section 5 (Confidentiality and Data Privacy) and Section 6 (Liability)** of this Agreement. This Agreement will be binding upon both Parties hereto, and their respective successors and assigns.

- (c) **Subcontractors and Sub-advisers.** Client understands and agrees that Segal may, from time to time, consult with or receive services from subcontractors in connection with providing the Services under this Agreement.
- (d) **Non-Solicitation.** While this Agreement is in effect and for eighteen (18) months thereafter, Client agrees to not directly solicit for employment any Segal employees directly involved in providing any Services or otherwise induce such individuals to terminate their relationship with Segal. The preceding sentence will not prohibit Client from considering for employment any Segal employee or former employee who (i) seeks employment with Client in response to a general advertisement by Client or (ii) is identified in the course of employment searches by an independent third party retained by Client (so long as the search is not directed toward Segal's employees).
- (e) **Survival of Terms.** The provisions of **Section 4 (Information and Ownership)**, **Section 5 (Confidentiality and Data Privacy)**, **Section 6 (Liability)**, **Section 8 (Governing Law; Waiver of Jury Trial)** and **Section 9 (General)** will survive the termination of this Agreement.
- (f) **Severability and Waiver.** If any provision of this Agreement is found to be illegal or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. No consent to or waiver of any default hereunder will be effective unless in writing and no such consent or waiver will be construed as a consent to or waiver of any default in the future or of any other default hereunder.
- (g) **Authority to Enter Agreement.**
- (i) Segal represents and warrants that: (A) it has all necessary power and authority to enter into this Agreement; (B) the person signing has been duly authorized to execute this Agreement on its behalf; (C) the execution and delivery of this Agreement and any action contemplated herein does not conflict with, or violate, any provision of law, rule or regulation, contract, deed of trust or other instrument to which it is a party or otherwise bound; (D) this Agreement is a valid and binding contract enforceable against it; and (E) to its knowledge, it is in compliance with all applicable law and regulation related to its performance pursuant to the terms of this Agreement.
- (ii) Client represents and warrants that: (A) it has all necessary power and authority to enter into this Agreement; (B) the person signing has been duly authorized to execute this Agreement on its behalf, (C) the execution and delivery of this Agreement and any action contemplated herein does not conflict with, or violate, any provision of law, rule or regulation, contract, deed of trust or other instrument to which it is a party or otherwise bound; (D) this Agreement is a valid and binding contract enforceable against it; and (E) to its knowledge, it is in compliance with all



applicable law and regulation related to its performance pursuant to the terms of this Agreement.

- (h) No Third Party Beneficiaries.** This Agreement (and any amendment or addendum thereto) is made and entered into solely for the benefit and protection of the Parties hereto, their successors and permitted assigns, and does not confer any rights or privileges upon any third parties, including any participant or beneficiary of Client.
- (i) Independent Contractors.** Nothing in this Agreement shall make Segal and Client partners, joint venturers, or otherwise associated in or with the business of the other. Segal is and shall always remain an independent contractor. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities of the other Party, its agents, or employees. The Parties are not authorized to incur debts or obligations of any kind, on the part of or as agent for the other except as may specifically be authorized in writing.
- (j) Counterparts.** This Agreement may be executed in any number of counterparts using ink or electronic signatures, each of which will be deemed an original. Facsimile or other electronic copies (e.g., PDF) thereof will be deemed to be originals.

Execution Page Follows



**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**The Segal Group, Inc.**

**[Client Name]**

**[NOTE: Segal Signer must be an officer  
(VP/SVP/President)]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*If second signature is required:*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments

# SAMPLE Project Statement of Work

**THIS STATEMENT OF WORK** (“SOW”), effective as of **DATE** (the “Effective Date”), is entered into by the **Client Name** (“Client”) and **Choose an item.** (for purposes of this SOW, “Segal”) pursuant to the Master Consulting Agreement dated as of **DATE** entered into between Client and The Segal Group, Inc. as may be amended from time to time (the “MCA”), and shall be attached hereto and incorporated herein by reference. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the MCA. In the event of a conflict between the specific provisions of this SOW and the provisions of the MCA, the provisions of this SOW shall control.

1. **SOW Services and Deliverables.** Segal will provide the following Services: (provide additional documents if necessary)

(a) **Service 1**

2. **[Delete if not necessary for project]Segal Team.** The following Segal team members will be involved with provided the SOW Services.

Name	Title
Add/Delete Rows as Necessary	

3. **[Delete if not necessary for project]Timeline.**

**Project Term:** [Start Date] – [End Date]

Task/Deliverable	Proposed Date
Add/Delete Rows as Necessary	

4. **[Do Not Modify or Delete without consulting legal]Client Understandings.**

(a) **Client Representative.** Client shall appoint a representative with full authority to provide or obtain any necessary information and approvals required to enable Segal to perform the SOW Services. Client's representative shall be responsible for coordination of briefing, review, and the decision-making process with respect to Client's employees, agents and other service providers.

(b) **Active Participation and Cooperation.** Client understands that Segal's ability to provide Services in a timely manner is dependent upon Client's active participation and adherence to any agreed upon schedule. Client acknowledges that Segal will rely on the Client Information (as defined in the MCA) available at

the time of work is performed and that Segal makes no representation or warranty with regards to Client’s actual future experience.

- (c) **Limitations on Services.** Segal cannot and will not provide any legal opinion or similar advice related to application of laws, regulations, rulings and court decisions. Client is solely responsible for consulting legal counsel or otherwise ensuring that all actions taken are legally permissible or appropriate.

5. **[Do Not Modify Standard Language without consulting legal] Fees and Expenses.**

- (a) **[Select agreed upon fee type and delete others] Professional Fees. [Option 1 – Time charges:** Segal’s fees for the SOW Services will be billed on a time charge basis (billing rates multiplied by time spent), based on the then current rates of applicable Segal employees. Upon request, Segal will provide the specific rates for the individuals providing Services at the time.][**Option 2 – Time charges with a ‘not to exceed’:** Segal’s fees for the SOW Services will be billed on a time charge basis (billing rates multiplied by time spent), based on the then current rates of applicable Segal employees to a maximum of [INSERT AMOUNT]. Upon request, Segal will provide the specific rates for the individuals providing Services at the time.][**Option 3 – Single Flat Fee for SOW Term:** Segal’s fee for the SOW Services is [INSERT AMOUNT].][**Option 4 – flat fees that change during SOW Term:** ]Segal’s fees for the SOW Services are as follows:

Time Period	Fee
Add/Delete Rows as Necessary	

- (b) **[Select agreed upon expense term and delete others] Expenses. [Option 1 – Fee Includes All Anticipated Expenses:** Segal’s fee is inclusive of all anticipated expenses in connection with the SOW Services. In the event that Segal incurs unusual or unexpected expenses in the course of providing the SOW Services, Segal will notify Client and may bill such expenses without markup.][**Option 2 – All Expenses passed through:** In addition to its professional fees, Segal will bill for all reasonable expenses incurred in connection with providing the SOW Services, without markup.][**Option 3 - Some expenses passed through:** In addition to its professional fees, Segal will bill for the following expenses incurred in connection with providing the SOW Services, without mark up: [Describe which expenses - e.g. travel-related expenses].]

**[Include if Technology/Intellectual Capital Fee is included:** In addition to the fees for SOW Services, Segal will charge a technology/intellectual capital fee equal to 5% of such Service fees.

6. **[Can be deleted if (i) retainer fees billed quarterly in advance or (ii) time charges billed monthly in arrears. Other billing terms require BU leader approval] Billing.**

Notwithstanding Section 3(c) of the Agreement, Segal will bill its fees [quarterly in advance.][monthly in advance.][monthly in arrears.][upon project completion.][based on the following installments:

Project Milestone	Fee

7. **[Do Not Modify or Delete without consulting legal]Service and Fee Modifications.**

- (a) In the event that the scope of work under this SOW materially changes, the Parties will execute a mutually agreed upon change order setting forth any changes to the services, deliverables, schedule and/or fees under this SOW.
- (b) Additionally, if as a result of circumstances beyond Segal’s control, Segal is required to spend significantly more time than anticipated in performing the SOW Services, Segal will inform Client and may bill separately for the extra time in performing the services.

8. **[Do Not Modify or Delete without consulting legal]Term and Termination.**

- (a) This SOW will commence on the Effective Date and terminate upon completion of all SOW Services, except as set forth below.
- (b) Client may terminate this SOW upon sixty (60) calendar days’ written notice (the “Notice Period”) if Segal does not materially comply with its obligations under this SOW and Segal has not cured or developed a plan for cure during the Notice Period.

9. **[Delete if not necessary for project]Additional Terms and Conditions.** The following terms and conditions apply to this SOW: [*describe*]

10. **[Do Not Modify or Delete without consulting legal]Authority.** The signatures below indicate agreement by the Parties to the terms and conditions set forth in this SOW. This SOW may be executed in any number of counterparts using ink or electronic signatures, each of which will be deemed an original. This signed SOW constitutes authorization for Segal to begin provision of the Services and Segal agrees to commence such Services promptly upon receipt of a full-executed copy of this SOW.

\* \* \* \*

**Execution Page Follows**

**IN WITNESS WHEREOF**, the Parties have executed this SOW as of the Effective Date.

Choose an item.

**[CLIENT]**

**[NOTE: Segal Signer must be an officer  
(VP/SVP/President)]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*If second signature is required:*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# SAMPLE

## Annual Retainer Statement of Work

**THIS STATEMENT OF WORK** (“SOW”), effective as of **DATE** (the “Effective Date”), is entered into by the **Client Name** (“Client”) and **Choose an item.** (for purposes of this SOW, “Segal”) pursuant to the Master Consulting Agreement dated as of **DATE** entered into between Client and The Segal Group, Inc. as may be amended from time to time (the “MCA”), and shall be attached hereto and incorporated herein by reference. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the MCA. In the event of a conflict between the specific provisions of this SOW and the provisions of the MCA, the provisions of this SOW shall control.

1. **Annual Retainer Services.** Segal will provide the following Services: (provide additional documents if necessary)
  - (a) **Service 1**
  
2. **Supplemental Services.** Upon request, Segal will provide additional services that are in addition to the Retainer Services (the “Supplemental Services”). Unless the Parties have entered into a specific SOW for additional services, any service not specifically set forth above in Section 1 shall be a Supplemental Service. Examples of common Supplemental Services include, but are not limited to:
  - (a) **Example 1**
  - (b) **Example 2**
  
3. **[Delete if not necessary] Segal Team.** The following Segal team members will be involved with provided the SOW Services.

Name	Title
Add/Delete Rows as Necessary	

4. **[Do Not Modify or Delete without consulting legal] Client Understandings.**
  - (a) **Client Representative.** Client shall appoint a representative with full authority to provide or obtain any necessary information and approvals required to enable Segal to perform the SOW Services. Client's representative shall be responsible for coordination of briefing, review, and the decision-making process with respect to Client's employees, agents and other service providers.
  
  - (b) **Active Participation and Cooperation.** Client understands that Segal's ability to provide Services in a timely manner is dependent upon Client's active participation and adherence to any agreed upon schedule. Client acknowledges that Segal will rely on the Client Information (as defined in the MCA) available at

the time of work is performed and that Segal makes no representation or warranty with regards to Client's actual future experience.

- (c) **Limitations on Services.** Segal cannot and will not provide any legal opinion or similar advice related to application of laws, regulations, rulings and court decisions. Client is solely responsible for consulting legal counsel or otherwise ensuring that all actions taken are legally permissible or appropriate.

5. **[Do Not Modify Standard Language without consulting legal] Fees and Expenses.**

(a) **[Select agreed upon fee type and delete others] Professional Fees.**

- (i) **Annual Retainer Services. Retainer Services. [Option 1 – Time charges]:** Segal's fees for the Retainer Services set forth in Section 1 above will be billed on a time charge basis (billing rates multiplied by time spent), based on the then current rates of applicable Segal employees. Upon request, Segal will provide the specific rates for the individuals providing Services at the time.] **[Option 2 – Time charges with a not to exceed]:** Segal's fees for the Retainer Services set forth in Section 1 above will be billed on a time charge basis (billing rates multiplied by time spent), based on the then current rates of applicable Segal employees to a maximum of [INSERT AMOUNT]. Upon request, Segal will provide the specific rates for the individuals providing Services at the time.] **[Option 3 – Single Flat Fee]** Segal's fee for the Retainer Services set forth in Section 1 above is [insert amount]. **[Option 4 – flat fees that change during SOW Term]:** Segal's fees for the SOW Services are as follows:

Time Period	Fee
Add/Delete Rows as Necessary	

- (ii) **Supplemental Services.** Unless set forth in an additional SOW, Segal's fee for any Supplemental Services shall be calculated on a time charge basis (billing rates multiplied by time spent), based on the then-current rates of applicable Segal employees. Upon request, Segal will provide the specific rates for the individuals providing Services at the time.
- (b) **[Select agreed upon expense term and delete others] Expenses. [Option 1 – Fee Includes All Anticipated Expenses]:** Segal's fee is inclusive of all anticipated expenses in connection with the SOW Services. In the event that Segal incurs unusual or unexpected expenses in the course of providing the SOW Services, Segal will notify Client and may bill such expenses without markup. **[Option 2 – All Expenses passed through]:** In addition to its professional fees, Segal will bill for all reasonable expenses incurred in connection with providing the SOW Services, without markup. **[Option 3 - Some expenses passed through]:** In addition to its professional fees, Segal will bill for

the following expenses incurred in connection with providing the SOW Services, without mark up: [Describe which expenses - e.g. travel-related expenses].

2. **[Can be deleted if (i) retainer fees billed quarterly in advance or (ii) time charges billed monthly in arrears. Other billing terms require BU leader approval] Billing.** Notwithstanding Section 3(c) of the Agreement, Segal will bill its fees [quarterly in advance][monthly in advance][monthly in arrears].
3. **[Do Not Modify or Delete without consulting legal] Service and Fee Modifications.**
  - (a) In the event that the scope of work under this SOW materially changes, the Parties will execute a mutually agreed upon change order setting forth any changes to the services, deliverables, schedule and/or fees under this SOW.
  - (b) Additionally, if as a result of circumstances beyond Segal's control, Segal is required to spend significantly more time than anticipated in performing the SOW Services, Segal will inform Client and may bill separately for the extra time in performing the services.
4. **[[Do Not Modify or Delete without consulting legal] Term and Termination.**
  - (a) This SOW will commence on the Effective Date and terminate upon completion of all SOW Services, except as set forth below.
  - (b) Client may terminate this SOW upon sixty (60) calendar days' written notice (the "Notice Period") if Segal does not materially comply with its obligations under this SOW and Segal has not cured or developed a plan for cure during the Notice Period.
5. **[Delete if not necessary] Additional Terms and Conditions.** The following terms and conditions apply to this SOW: [describe]
6. **[Do Not Modify or Delete without consulting legal] Authority.** The signatures below indicate agreement by the Parties to the terms and conditions set forth in this SOW. This SOW may be executed in any number of counterparts using ink or electronic signatures, each of which will be deemed an original. This signed SOW constitutes authorization for Segal to begin provision of the Services and Segal agrees to commence such Services promptly upon receipt of a full-executed copy of this SOW.

\* \* \* \*

**Execution Page Follows**



**IN WITNESS WHEREOF**, the Parties have executed this SOW as of the Effective Date.

Choose an item.

**[CLIENT]**

**[NOTE: Segal Signer must be an officer  
(VP/SVP/President)]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*If second signature is required:*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Jackson County, Missouri  
RFP 42-21 - Employee Benefits Consultant

## Analysis of Scoring of Respondents:

	CBIZ	Garry and Associates	*Holmes Murphy	Segal	**Twin Lakes
Response to RFP	25	25	25	25	25
Proposal and Experience	148	56	93	142	68
References	123	120	120	123	120
Pricing	85	25	125	190	150
Totals	381	226	363	480	363
Cumulative Total	76.2	45.2	72.6	96	72.6

## Analysis of Pricing of Respondents:

	Segal	*Holmes Murphy	**Twin Lakes	CBIZ	***Garry & Associates
Remainder of Year 2022	\$46,664	\$46,664	\$46,664	\$46,664	\$46,664
Year 2023	\$90,000	\$150,000	\$84,000	\$180,000	\$264,000
Total	\$136,664	\$196,664	\$130,664	\$226,664	\$310,664

In the RFP 42-21 for Employee Benefits Consultant, it was requested to include a pricing structure on a monthly retainer basis or a consultant fee structure in lieu of a broker fee. Based on our current contract with Blue Cross Blue Shield, for the rest of 2022, the new Employee Benefits Consultant will be paid by BCBS.

\*While this appears to be the lowest bidder, their rate is contingent on the County keeping our current healthcare provider.

\*\* In their initial response, they were non-compliant. They failed to provide the fee structure per instructions outlined in RFP 42-21 and informed us they would like the commission basis structure to remain the same. When given a second opportunity to provide fee structure, their response was not received timely.

\*\*\* In their initial response, they were non-compliant. They failed to provide the fee structure per instructions outlined in RFP 42-21 and informed us they would like to continue with a commission structure built into the plans.



**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of soft drinks for resale by the Parks + Rec Department at its concessions operations to Heartland Coca-Cola Bottling Company of Lenexa, KS, as a proprietary purchase.

**RESOLUTION NO. 20915**, April 4, 2022

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a need for soft drinks for resale in departmental retail operations; and,

WHEREAS, pursuant to section 1030.6, Jackson County Code, 1984, the Department of Finance and Purchasing recommends the award of a twelve-month term and supply contract, with one twelve-month option to extend, for the furnishing of this commodity to Heartland Coca-Cola Bottling Company of Lenexa, KS, as a proprietary purchase of commodities that are to be offered for resale, not available on the competitive market; 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 Department be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

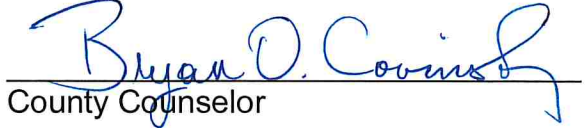
BE IT FURTHER RESOLVED that the Director be and hereby is authorized to make all payments, including final payment on the contracts, to the extent that sufficient

appropriations to the using spending agency are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20915 of April 4, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

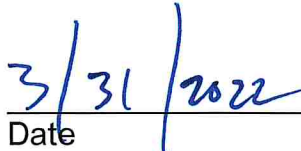
Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## Request for Legislative Action

Res. #20915  
Sponsor: Tony Miller  
Date: April 4, 2022

<b>Completed by County Counselor's Office</b>			
Action Requested:	Resolution	Res.Ord No.:	20915
Sponsor(s):	Tony Miller	Legislature Meeting Date:	04/04/2022

<b>Introduction</b>
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
Awarding a Twelve Month Term & Supply Contract with one Twelve Month option to extend for the furnishing of soft drinks for resale at the Parks + Recreation Department's Concession Operations to Heartland Coca Cola Bottling Company of Lenexa, KS as a proprietary purchase.

<b>Request Summary</b>
The Parks + Recreation Department requires a Term & Supply Contract for the furnishing of soft drinks for resale at its concession operations. Pursant to Section 1030.6 of the Jackson County Code, Purchase of Proprietary Goods for Resale, competitive bidding shall not be required when the items to be purchased are proprietary goods not available in a competitive market. the Director of Finance and Purchasing recommends the award of a Twelve Month Term & Supply Contract with one Twelve Month Optional Extension for the furnishing of soft drinks for resale at the Parks + Recreation Department's Concesson operations to Heartland Coca Cola.Heartland Coca Cola Bottling Company of Lenexa, KS as Proprietary Purchases not available on the competitive market. This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations. Estimated Total Department Spend = \$26,000

<b>Contact Information</b>			
<b>Department:</b>	Parks + Rec	<b>Submitted Date:</b>	3/10/2022
<b>Name:</b>	Greg P. Addison	<b>Email:</b>	GAddison@jacksongov.org
<b>Title:</b>	Superintendent, Golf Course & Marinas	<b>Phone:</b>	816-765-8405

<b>Budget Information</b>			
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
<b>Single Source Funding:</b>			
Fund:	Department:	Line Item Account:	Amount:

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19873	May 21, 2018

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Proprietary Goods for Resale
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	
Yes	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
.No fiscal note required, term & supply	

History	
Greg P. Addison at 3/10/2022 8:37:01 AM - [Submitted   ]	



Documents > 426

 Name	Title
 2022 soft drink Usage Memo.pdf	2022 soft drink Usage Memo.pdf
 20915 2022 t&s soda p+r.docx	

Approvals via email 3/31/22. Edited by Lisa Honn, IT.

Submitter: Greg Addison (resubmitted 3/30/22)

Director review: Director Approved, Michele Newman by Susan Kinnaman

Purchasing – Approved by Purchasing. Craig A. Reich, Senior Buyer.

Compliance – Heartland Coca-Cola is in compliance. MWVBE goals not assigned—Less than 50,000. Prevailing Wage does not apply. Jaime Guillen, Chief Compliance Review Officer

Budget – Budgeting Approved – Term & Supply, no fiscal note required. Mary Rasmussen, Budgeting Supervisor

Executive - I approve. Sylvia J. Stevenson, MPA, Chief Administrative Officer

Legal -

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**INTEROFFICE MEMORANDUM**

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**TO:** CRAIG REICH  
**FROM:** GREG ADDISON, SUPERINTENDENT GOLF COURSE & MARINAS  
**SUBJECT:** 2022 SOFT DRINK PURCHASE PROJECTIONS  
**DATE:** JANUARY 7, 2022  
**CC:** FILE

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Craig,

The projected budget numbers, listed below, reflect our expected usage for the upcoming 2022 budget year for both the golf course and marinas. We're guessing a bit here as we don't know what price increases will occur, but we should be pretty close.

<b>300-1653-7032</b>		
Heartland Coca Cola Bottling		\$14,000
<b>Total</b>		<b>\$14,000</b>

<b>300-1666-7032</b>		
<i>Heartland Coca Cola Bottling</i>		\$12,000
<b>Total</b>		<b>\$12,000</b>

**Total Heartland Coca Cola                    \$26,000**