



# COVID-19 UPDATE REPORT

Jackson County Health Department — Mar. 8, 2023

Source	New Cases per 100k	COVID-19 Hospital Admissions	Community Level	Context
CDC	85.77	8.1 per 100k	Low	Includes all of Jackson County

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

## COVID-19 Case Rate



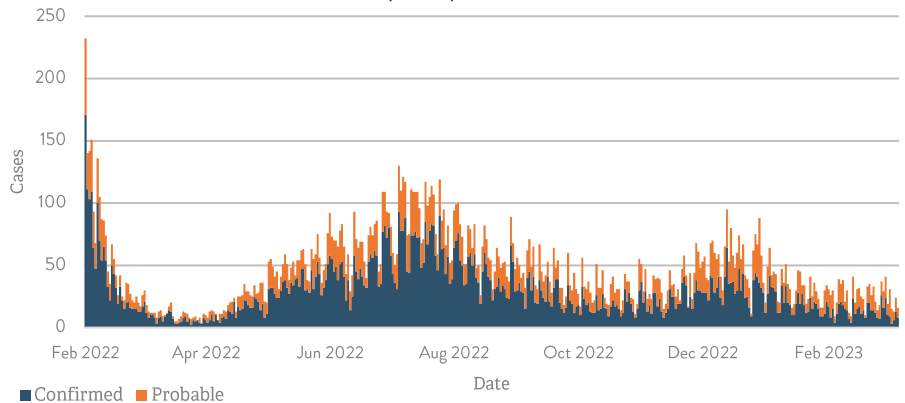
69.6

7-day case rate per 100,000

3.3%

increase from 4 weeks previous

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



## Hospitalizations

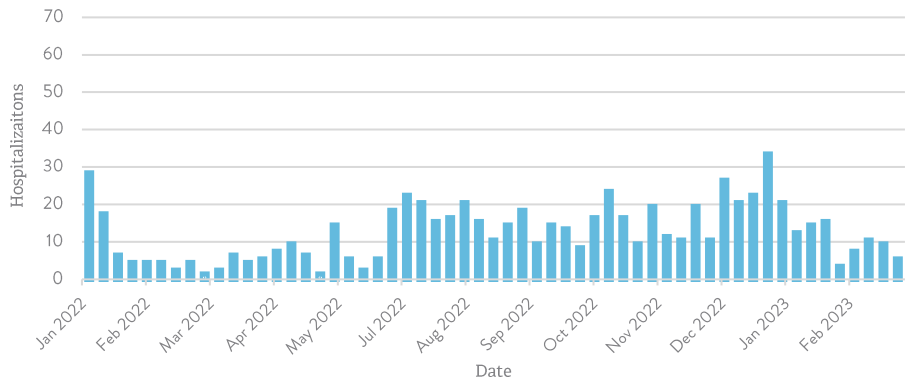
4

hospitalizations in past 7 days

0.0%

change from 4 weeks previous

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



## Jackson County Vaccinations (CDC Data)

% First Dose Only*	% Completed Vaccination*	% Bivalent Booster*	Doses Administered by JACOHD
74.9%	61%	15%	91,139

## COVID-19 Deaths in Eastern Jackson County

Change in COVID-19 Deaths	% Overall COVID-19 Case Fatality	Total COVID-19 Deaths
+5	1.07%	906

The health department continues to offer weekly COVID-19 testing and vaccination — [jacohd.org/events](https://jacohd.org/events). Metro vaccine sites are available at [vaccinatekc.org](https://vaccinatekc.org) [Click here](#) to view the KCMO COVID-19 Dashboard for more vaccination and case rate information.

## Response Notes

The health department is offering the **bivalent (updated) COVID-19 boosters** to those aged **6+ months** at our clinic. These updated vaccines are tailored to fight the BA.4 and BA.5 omicron variants, which make up almost all new cases in the US. [Click here](#) to learn more!

This week we had **247 new cases**. The 7-day case rate per 100k increased from 63.35 (week: 2/19) to 69.98 (week: 2/16).

The Health Department is actively distributing free rapid tests and masks to community members and partners. Residents can visit <https://jacohd.org/masks/#section1> or call (816) 404-6416 to find the nearest location where these resources are available.

\*CDC vaccination data is percent of total population in Jackson County (includes KC and Independence).

10/31/22 vaccination data for EJC only: 63.71% First Dose Only, 59.48% Completed, 7.97% Received Bivalent Booster.



# COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

---

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

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

## March 10, 2023 – March 16, 2023

- |                   |  |
|-------------------|--|
| 3-10-2023 Friday  | NO MEETINGS –  |
| 3-13-2023 Monday  | NO MEETINGS –  |
| 3-14-2023 Tuesday | NO ANTI-CRIME, HEALTH & ENVIRONMENT, INTER-GOVERNMENTAL AFFAIRS, PUBLIC WORKS, 911 OVERSIGHT, OR VETERANS COMMITTEE  |
| 2:00 P.M.         | Justice & Law Enforcement Committee Meeting –<br>Jackson County Courthouse, 415 East 12 <sup>th</sup> Street,<br>2 <sup>nd</sup> Floor, Kansas City Legislative Assembly Area      |
| 2:05 P.M.         | Rules Committee Meeting –<br>Jackson County Courthouse, 415 East 12 <sup>th</sup> Street,<br>2 <sup>nd</sup> Floor, Kansas City Legislative Assembly Area                          |
| 2:10 P.M.         | Diversity, Equity, & Inclusion Committee Meeting –<br>Jackson County Courthouse, 415 East 12 <sup>th</sup> Street,<br>2 <sup>nd</sup> Floor, Kansas City Legislative Assembly Area |
| 2:20 P.M.         | Land Use Committee Meeting –<br>Jackson County Courthouse, 415 East 12 <sup>th</sup> Street,<br>2 <sup>nd</sup> Floor, Kansas City Legislative Assembly Area                       |
| 2:30 P.M.         | Budget Committee Meeting –<br>Jackson County Courthouse, 415 East 12 <sup>th</sup> Street,<br>2 <sup>nd</sup> Floor, Kansas City Legislative Assembly Area                         |
| 2:45 P.M.         | Finance & Audit Committee Meeting –<br>Jackson County Courthouse, 415 East 12 <sup>th</sup> Street,<br>2 <sup>nd</sup> Floor, Kansas City Legislative Assembly Area                |
| 3:00 P.M.         | <b>LEGISLATIVE MEETING -</b><br>Jackson County Courthouse, 415 East 12 <sup>th</sup> Street,<br>2 <sup>nd</sup> Floor, Kansas City Legislative Assembly Area                       |

3-15-2023 Wednesday

NO MEETINGS –

3-16-2023 Thursday

5:15 P.M.

Ethics, Human Relations & Citizen Complaints  
Commission Meeting –Meeting will be held via Zoom. For  
more information contact, Anita Mackrel at  
[amackrel@jacksongov.org](mailto:amackrel@jacksongov.org)

6:00 P.M.

Diversity, Equity, & Inclusion Committee will hold a  
Public Hearing regarding Ordinance #5711.  
The Paseo Academy of Fine & Performing Arts  
4747 Flora Avenue, Kansas City, MO 64110

7:30 P.M.

Diversity, Equity, & Inclusion Committee Meeting –  
The Paseo Academy of Fine & Performing Arts  
4747 Flora Avenue, Kansas City, MO 64110

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

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

**A RESOLUTION** amending Rule 12 of the Rules of the Jackson County Legislature.

**RESOLUTION NO. 21170**, February 21, 2023

**INTRODUCED BY** Donna Peyton, County Legislator

WHEREAS, the Legislature proposes to amend its rules to provide that the stated starting time of its meetings be [~~4:00~~] 3:00 P.M. Mondays, as well as to make clear the Legislature's authority to change a meeting's location by majority vote; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that Rule 12 of the Rules of the Jackson County Legislature be and hereby is amended, to read as follows:

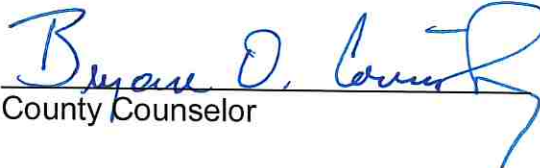
**RULE TWELVE. Regular Meetings.**

The Legislature shall hold its regular meeting on Monday. On the first, third, fourth, and fifth Monday of the month, the meeting shall be at [10:00 A.M.] [~~4:00~~] 3:00 P.M. at the Kansas City Courthouse. On the second Monday of the month, the meeting shall be at [10:00 A.M.] [~~4:00~~] 3:00 P.M. at the Eastern Jackson County Courthouse. If Monday is a County holiday, the meeting shall be held on the following Tuesday, at the same time as regularly scheduled. The exact time and/or place of any succeeding regular meeting can be changed by majority vote.

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. 21170 of February 21, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of liquid asphalt for use by the Public Works Department to Vance Brothers, Inc., of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 84-22.

**RESOLUTION NO. 21192**, March 14, 2023

**INTRODUCED BY** Jeanie Lauer, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 84-22 for the furnishing of liquid asphalt for use by the Public Works Department; and,

WHEREAS, a total of ten notifications were distributed and viewed and one response was received from Vance Brothers, Inc., of Kansas City (Jackson County), MO; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of liquid asphalt to Vance Brothers of Kansas City (Jackson County), MO, as the lowest and best bidder; 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,

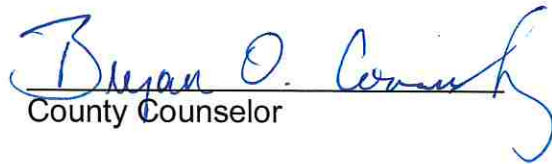
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the Director be, and hereby is, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, 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. 21192 of March 14, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

3/9/2023  
\_\_\_\_\_  
Date

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



## Request for Legislative Action

Res. #21192  
Sponsor: Jeanie Lauer  
Date: March 14, 2023

<b>Completed by County Counselor's Office</b>			
Action Requested:	Resolution	Res.Ord No.:	21192
Sponsor(s):	Jeanie Lauer	Legislature Meeting Date:	3/14/2023

<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 Liquid Asphalt for the Public Works Department to Vance Brothers of Kansas City, Missouri; under the terms and conditions of Invitation to Bid No. 84-22.

<b>Request Summary</b>
<p>The Public Works Department requires a Term and Supply Contract for the furnishing of Liquid Asphalt. The Purchasing Department issued Invitation to Bid No. 84-22 in response to those requirements 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 Liquid Asphalt to Vance Brothers of Kansas City, Missouri; under the terms and conditions of Invitation to Bid No. 84-22 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.</p> <p>The Public Works Department estimates it could spend approximately \$200,000 annually on these products.</p>

<b>Contact Information</b>			
<b>Department:</b>	Public Works	<b>Submitted Date:</b>	2/24/2023
<b>Name:</b>	Matt E. Willier	<b>Email:</b>	MWillier@jacksongov.org
<b>Title:</b>	Assistant Road & 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>			
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:
20490	September 14, 2020

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

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

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

Submitted by Public Works requestor: Matt E. Willier on 2/24/2023. Comments:

Approved by Department Approver Brian Gaddie on 2/24/2023 1:09:01 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 2/24/2023 1:33:37 PM.  
Comments: Would you please add Vance Brothers quote sheet from the bid

Approved by Compliance Office Approver Jaime Guillen on 2/24/2023 1:41:10 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 2/24/2023 1:49:28 PM. Comments:

Returned for more information by Executive Office Approver Sylvia Stevenson on 2/27/2023 1:51:13 PM.  
Comments: Purchasing needs to sign off and the quote from Vance Brothers is missing.

Submitted by Requestor Matt E. Willier on 3/1/2023 2:55:09 PM. Comments:

Returned for more information by Department Approver Brian Gaddie on 3/1/2023 3:27:05 PM.  
Comments: .

Submitted by Requestor Matt E. Willier on 3/1/2023 3:35:58 PM. Comments:

Approved by Department Approver Brian Gaddie on 3/3/2023 1:18:29 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 3/3/2023 1:59:19 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 3/3/2023 2:49:47 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 3/3/2023 2:56:04 PM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 3/3/2023 3:45:53 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 3/9/2023 11:08:01 AM. Comments:



## 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 Department

DATE: February 24, 2023

SUBJECT: Recommendation for Vendor: Vance Brothers

Please consider Vance Brothers be awarded term and supply vendor for bid No. 84-22 Liquid Asphalt to County Road and Bridge division. Vance Brothers was the only vendor that submitted a bid for bid No. 84-22, Liquid Asphalt. In addition, besides meeting all the bid requirements, Vance Brothers has been around for a number of years, and they have competitive pricing and experience.

It is estimated that the County Road and Bridge division could spend approximately \$200,000.00 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. 84-22, Liquid Asphalt.

Thank you for your consideration,

Thank you,

Matt Willier, Assistant Road & Bridge Administrator

**ATTACHMENT 1  
 BIDDER'S QUOTATION SHEET**

No.	Description	Estimated Qty	Price per Ton (Delivered)	Price per Ton (Pick-Up)
1.	SS-1H	20 Tons	618.00	695.00
2.	CRS-1H	20 Tons	618.00	695.00
3.	MC-30	20 Tons	1025.00	1095.00
4.	CRS-2P Bituminous Polymer Modified	20 Tons	765.00	825.00
5.	CRS-1	20 Tons	618.00	695.00
6.	CRS-2	20 Tons	618.00	695.00

Free Waiting Time on all Deliveries: 2 hours

Rate Per Hour after Free Waiting Time: \$ 70.00 per /hour

Pump Charge per Piece: \$ 75.00

Locations/Operating Days (may add additional page if needed):

5201 Brighton Ave                      M-F 7 to 5  
Kansas City, MO 64130                      \_\_\_\_\_  
 \_\_\_\_\_    \_\_\_\_\_  
 \_\_\_\_\_    \_\_\_\_\_

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

**A RESOLUTION** authorizing the County Executive to execute a Memorandum of Understanding with the Houston High Intensity Drug Trafficking Area member agencies relating to the sharing of electronic data information in support of law enforcement and public safety, at no cost to the County.

**RESOLUTION NO. 21193**, March 14, 2023

**INTRODUCED BY** Venessa Huskey, County Legislator

WHEREAS, the Houston High Intensity Drug Trafficking Area (HHIDTA), is a multi-jurisdictional public safety program that was established to reduce drug trafficking and production in the United States; and,

WHEREAS, the Sheriff recommends the execution of the attached Memorandum of Understanding (MOU) with the HHIDTA for the sharing of electronic data information, specifically relating to the County's automated license plate readers, at no cost to the County; and,

WHEREAS, the MOU contains an indemnification provision that requires the Legislature's specific authorization; and,

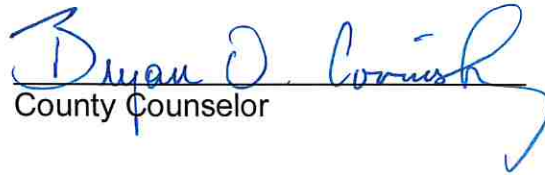
WHEREAS, the execution of the attached MOU is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Memorandum of Understanding with the Houston High Intensity Drug Trafficking Area, at no cost to the County.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21193 of March 14, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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





---

# Memorandum of Understanding

# Houston High Intensity Drug Trafficking Area

---

---

**F. Mike McDaniel**  
**Director**  
**Houston High Intensity Drug Trafficking Area (HIDTA)**

## HOUSTON HIGH INTENSITY DRUG TRAFFICKING AREA

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2023 by and between the parties below and all future signers of this agreement, known collectively as “Member Agencies” or individually as a “Member Agency.”

WHEREAS, the Member Agencies provide Public Safety services within their jurisdictions; and

WHEREAS, the Member Agencies have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to Public Safety efforts within their jurisdictions; and

WHEREAS, the Member Agencies are committed to complete cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Member Agencies desire to facilitate the sharing of information contained within their electronic data systems, including but not limited to: Records Management Systems, Computer Aided Dispatch Systems, Automated License Plate Readers, Intelligence Management Systems, Jail Management Systems, and Law Enforcement Data Sharing Systems - which may include aggregated information collected from multiple individual or regional sources - into commercially available and custom developed data integration systems; and

WHEREAS, the Member Agencies desire to share data owned, aggregated, or collected by the Member Agencies under the conditions set forth in this MOU;

**The agencies are collectively known as the “Member Agencies”:**

**SEE ATTACHMENT “A”**

## **Mission**

The Houston High Intensity Drug Trafficking Area (HHIDTA) is a multi-jurisdictional public safety program that was established to reduce drug trafficking and production in the United States. The HHIDTA is managed under an Executive Board. The HHIDTA Executive Board is comprised of twenty area law enforcement leaders, with half representing federal agencies, and the other half representing state/local agencies. Their direction and policies are administered on a daily basis by the HHIDTA Director.

The HHIDTA LPR Database was formed in support of this mission, under the leadership of the HHIDTA, its Executive Board, and regional stakeholders, to develop, establish, and maintain an integrated system of information technology that maximizes the sharing of data and communication between Member Agencies in support of law enforcement and public safety, while maintaining the confidentiality of privileged or otherwise protected information shared through the system, and protecting privacy and civil liberties in accordance with applicable law.

Member Agencies agree to work together in a variety of ways to facilitate sharing data in an effort to promote and improve the data sharing capabilities of the respective Member Agencies and the HHIDTA LPR Database.

## **Purpose**

This agreement outlines the duties and responsibilities of each Member Agency, defines the working relationships and lines of authority for Member Agencies within the HHIDTA LPR Database, and provides for the addition of other eligible entities in the data-sharing program created by this MOU.

## **Therefore, the Member Agencies hereby agree to the following:**

### **1) Definitions**

- 1.1 The HHIDTA LPR Database Information Sharing System is a collective group of law and justice agencies sharing data into one or more data aggregation systems, of which are represented on this or other information sharing agreements.
- 1.2 **Authorized Users:** personnel from the Member Agencies that have the appropriate clearance and authority to use and access shared data as a function of their employment and who are criminal justice practitioners.
- 1.3 **Data:** electronic facts, records, analysis, images, or other information provided and shared by a Member Agency.
- 1.4 **Data Set:** a specific grouping, categorization, or subset of data included in a Member Agency system. For example, data sets in a law enforcement records

management system may include crime reports, field investigations, citations, and calls for service, or data from automated license plate readers.

**1.5 Data Record:** a unique individual record or document associated with an incident or person, which may include a variety of associated information.

**1.6 Host:** the entity providing the facilities, labor, and expertise used to maintain, operate, and manage a core component of the HHIDTA LPR Database, such as software which aggregates data from multiple sources or provides unified access to disparate systems.

**1.7 Member Agency:** a law enforcement or public safety organization whose leadership has signed this agreement and the agency actively participates in information sharing with other Member Agencies.

**1.8 Member Agency LPR Administrator:** The Member Agency's designee who is responsible for the management and oversight of the Member Agency's Authorized Users and Member Agency Data submitted to the HHIDTA LPR server.

## **2) Member Agency Rights, Powers and Authority**

Each Member Agency expressly retains all rights and powers to finance, plan, develop, construct, maintain, repair, manage, operate, and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own information system needs, and that are authorized by the laws governing it. This agreement shall not be interpreted, and the HHIDTA LPR Database shall not have any authority, to impair or control any of the Member Agency's respective rights, powers, or title to such equipment, facilities, properties, information, and projects, nor shall any Member Agency be required to provide additional personnel, equipment, or services to the HHIDTA, which are not already a part of the Member Agency's current operational costs, nor shall they be required to modify their non-HHIDTA LPR Database systems or services, without their consent.

Nothing in this Agreement shall be construed to require a Member Agency:

- 1) To disclose any information that the Member Agency determines, in its sole discretion, it does not have the ability or authority to disclose; OR
- 2) To perform any act that the Member Agency determines, in its sole discretion, is contrary to law or public/agency policy.

Member Agencies are not required to seek approval from the HHIDTA to purchase, install, or modify their own LPR Database equipment, services, or work performed in conjunction with any legislative mandate/authority granted to or required of Member Agencies in order to carry out their respective responsibilities.

Furthermore, the HHIDTA has no power or authority to control, interfere with, or inhibit Member Agencies from conducting their own internal business and/or providing their own resources or services to other entities, which may or may not be members of or served by the HHIDTA LPR Database.

Participation in the HHIDTA LPR Database and any associated data interfaces or other customizations shall not prevent the Member Agency from operating systems independent of the HHIDTA LPR Database.

Notwithstanding anything to the contrary herein, a Member Agency shall have no obligation to seek approval from the HHIDTA for any modification to that Member Agency's internal systems or processes that is mandated by the state in which the Member Agency is located, or by any law or regulation governing the affected member Agency.

In gathering and sharing information, and in all other respects in performing acts related to this Agreement, the parties will comply with all applicable laws, rules, and regulations.

### **3) Effective Date and Term of MOU**

The effective date of this Agreement is the date noted above and/or the date each subsequent Member Agency executes this agreement. This agreement shall remain in effect and shall be reviewed every five years. The agreement can only be terminated as provided herein.

### **4) Data Sharing**

All Member Agencies agree to promote comprehensive, timely, and accurate data sharing with other Member Agencies via the HHIDTA system. HHIDTA data shall only be shared with Member Agencies, and only to Authorized Users of those agencies who possess a "need to know" and "right to know" the shared data in fulfillment of assigned law enforcement or public safety duties.

Member Agencies are not required to contribute data to the HHIDTA system.

Any data shared by a Member Agency to the HHIDTA system that the Member Agency later declares should not be shared, shall be withdrawn by all Hosts from all HHIDTA data within 48 hours, including deletion of any replications of the data.

Each Member Agency shall determine, within its sole discretion, which Data Records are to be shared with the HHIDTA system and shall maintain the databases or other sources that contain the applicable information.

**5) Data Access**

Data exchange and user access shall be achieved using secure networks, including encrypted virtual private networks, or other reasonably secure configurations that follow current best practices for information technology and are acceptable to both the Member Agency sharing data and the Host receiving data or providing user access.

The information residing in the Data Repositories shall generally be available at all times. Member Agencies agree to inform other Member Agencies in advance, whenever possible, of scheduled down times of specific data feeds. All Member Agencies will be required to sign this MOU prior to gaining access.

**6) Information Ownership, Release and Accuracy**

**6.1 Ownership and Release Constraints**

Member Agencies shall retain control of, and remain the official custodian of, all information they contribute to the HHIDTA LPR Database. All requests for information will be referred to the Member Agency that is the owner of the requested data, and that Member Agency will be responsible for responding to the request for information.

**6.2 Information Accuracy**

Member Agencies and Authorized Users acknowledge that data maintained in the HHIDTA LPR Database consists of information that may or may not be accurate. Neither party warrants nor may rely upon the accuracy of such information. Each party understands and agrees to convey that fact to anyone they authorize to access shared information. It shall be the responsibility of the person or entity requesting or using the data to confirm the accuracy of the information with the agency that authored or originated the information before taking any enforcement-related action.

**6.3 Audit**

An Audit log will be maintained for a period of no less than twelve months to record user access to shared data, including the date and time when the data was accessed.

#### **6.4 Criminal Discovery**

Prior to releasing any data in furtherance of its statutory and constitutional obligations relating to the criminal discovery process, a member prosecuting agency shall seek express permission from the originating agency. In order to aid in the release of data, it is recommended that each contributing agency designate a Criminal Discovery Coordinator or equivalent contact person to receive, evaluate and promptly reply to such requests.

In any instance where an originating agency declines to grant such disclosure permission, the originating agency and the prosecuting agency shall confer to reach agreement on possible limitations on disclosure (including the seeking of judicial protective orders) in an attempt to protect the originating agency's specific concerns while allowing the prosecuting agency to meet its statutory and constitutional criminal discovery obligations.

#### **7) User Access**

Each Member Agency is responsible for management of user accounts within that agency. Each agency agrees that all Authorized Users shall be current employees in good standing and be authorized to review criminal data for legitimate purposes. If for any reason a user is no longer eligible for such access, or ends his/her employment with the agency, the agency will make necessary contacts to ensure access is removed accordingly and in a timely manner.

Each user agrees that the HHIDTA LPR Database systems and the information contained therein are to be used solely for purposes consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose.

Authorized Users may not access any of the HHIDTA LPR Database by using a name or password that was assigned to another user. Passwords may not be shared with other persons, including other Authorized Users, for access to the system.

The various Member Agencies agree to use information shared in the HHIDTA LPR Database information systems as a pointer system and not as the source of probable cause for law enforcement actions.

#### **8) Security Requirements**

Member Agencies agree to maintain and enforce security requirements for the system. Each Member Agency is responsible for the internal security of their records and any technical support necessary to ensure proper security. All Member Agencies

and the HHIDTA agree to enforce and maintain security, retention, and purge requirements for the information shared as specified in the Information Practices Act, the Public Records Act, 28 Code of Federal Regulations (CFR) Part 23, and any other laws or regulations governing applicable data types.

#### **9) Member Agency LPR Administrator**

All agencies submitting data to the HHLPR server and/or querying the HHLPR server must have a LPR Administrator. The LPR Administrator will be the agency's "gatekeeper" to assure all LPR data and inquiries submitted to the HHLPR server complies with federal, state, and local law.

Member Agencies agree to provide the HHIDTA LPR Program Administrator with up-to-date contact information for the LPR Administrator, and will designate an interim LPR Administrator during any personnel transition periods. *Failure to have an active Member Agency LPR Administrator can result in the loss of access to the HHIDTA LPR server.*

Duties of the Member Agency LPR Administrator include:

- Adding new user accounts to the agency domain
  - Assuring User accounts are linked to official Member Agency email accounts
- Assisting Authorized Users with password resets
- Conducting monthly audits of the Authorized Users to assure user accounts and access levels are accurate and actively being used
- Approving and auditing all agency Hotlists
- Notifying the LPR Program Administrator whenever LPR cameras are added or removed from the HHIDTA LPR server
- Assuring Authorized Users comply with HHIDTA LPR training requirements

In the event of any perceived non-compliance with this MOU and/or the HHIDTA Policies, Procedures and Privacy, the Member Agency LPR Administrator will serve as the POC to discuss any remedies required. *In order to protect the integrity of the HHIDTA LPR server system for all law enforcement agencies participating in the program, HHIDTA reserves the right to disconnect individual user accounts and/or agency access for violations of this MOU or the HHIDTA Policies.*

#### **10) Connecting with other data sources and analysis platforms**

HHIDTA will continually work to expand the connectivity of the HHIDTA LPR Database and will actively pursue opportunities to sign MOU agreements with new



public agencies and other information sharing systems under the guidelines outlined in this Agreement. HHIDTA will also seek to acquire new analysis systems, and enhance the capabilities of existing platforms, as to provide optimal value for data shared by HHIDTA LPR Database members.

Member Agencies agree to grant authority to the HHIDTA for the sole purpose of executing information sharing agreements to join new member agencies or information sharing systems into the HHIDTA LPR Database, if approved by the legal counsel representing HHIDTA. Such agreements will not require further review or approval by Member Agencies. Such agreements shall have no material changes or provisions that would adversely affect or contradict the policies of this MOU.

A steering committee comprised of HHIDTA leadership and regional stakeholders shall be formed to ensure future expansion of the HHIDTA LPR Database, data and membership, maturation of the HHIDTA LPR Database, analytic capabilities, and follows the desires and expectations of the HHIDTA LPR Database Member Agencies.

#### **11) Admission and Withdrawal of Member Agencies**

Additional public agencies, or similar regional or statewide sharing systems, may become Member Agencies of the HHIDTA LPR Database upon such terms and conditions as are determined by HHIDTA, and by execution of a written amendment to this agreement by the proper authority of the new Member Agency.

Existing and future Member Agencies have the right to withdraw from the HHIDTA LPR Database MOU provided by written notice to HHIDTA, or may be involuntarily removed upon any breach of this agreement.

#### **12) Liability and Indemnification**

Each Member Agency takes legal and financial responsibility for the actions of their employees, officers, agents, representatives and volunteers. Each agency shall bear the proportionate cost of any damage attributable to the fault of that particular agency, its governing body, officers, agents, employees and volunteers. It is the intention of the Member Agencies that, where fault is determined to have been contributory, principles of comparative fault will be followed.

Any contract with a non-member public agency receiving services pursuant to this agreement shall include a mutual indemnification provision.

The contract shall also provide:

- 1) That the indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost, or expense that arises out of, or is in any way related to, the performance of services pursuant to the contract; and

2) The obligation of the non-Member Agency and the HHIDTA LPR database pursuant to the indemnification provision will extend, without limitation, to an injury, death, loss, or damage which occurs in the performance of the contract and that is sustained by any third party, any agent, or contractor of the non-Member Agency or the HHIDTA LPR Database.

**13) Signatories Not Agents**

Parties to this Agreement shall have no authority, either express or implied, to act on behalf of any signatory in any capacity whatsoever, as an agent. The Member Agency parties shall have no authority, express or implied, pursuant to this Agreement, to bind each other to any obligation whatsoever.

**14) Assignment Prohibited**

Parties to this Agreement may not assign any rights or obligations pursuant to this Agreement. Any attempted or purported assignment of any rights or obligations pursuant to this Agreement shall be void and of no legal effect whatsoever.

When a person with access is no longer employed or otherwise no longer eligible for access, the Member Agency is responsible for removing all related passwords and security authorizations from the system.

No person shall release any information contained in the HHIDTA LPR Database either by Court Order or in response to a Public Records Act request, unless they are the originating agency or official custodian of such data.

**15) Costs**

Unless separate agreements are made, each party shall be responsible for their own costs associated with establishing, maintaining, or terminating their access to, or participation with, the HHIDTA LPR Database. Nothing in this agreement shall be construed to mean that Member Agency parties are subject to incurring new costs. Any applicable user licenses, renewal fees, maintenance costs, or similar outlays must be determined in a separate contract or agreement to be added as an addendum to this Agreement.

**16) Data Collection, Retention, and Dissemination**

**16.1** The LPR data collected by the various Member Agencies participating in the HHIDTA LPR program will be transmitted to the HHIDTA Operations Center via a

fiber optic line or through an encrypted Virtual Private Network (VPN). The data will be maintained on the Operation Center server independent of any other law enforcement databases housed at the HHIDTA Operations Center.

**16.2** All LPR system data provided to HHIDTA will be stored on the Operations Center server for a period mandated by the Member Agency's state law. If the Member Agency's state law does not specify a retainment period, all LPR system data provided to HHIDTA will be stored on the Operations Center server for a period not to exceed two years. After the two-year period, the data will be purged unless it has become, or it is reasonable to believe that it will become, evidence, including evidence that tends to inculcate or exculpate a suspect, in a specific criminal or other law enforcement investigation or action. Should data be determined to have evidentiary value, the following paragraph applies:

*In those circumstances when data is identified as having evidentiary value, the LPR Program Administrator, or designee, will review the facts of the specific case and determine if the data should be saved. If the LPR Program Administrator determines it is reasonable to believe the data has evidentiary value, the Program Administrator will authorize the transfer of the applicable data from the LPR Program server to a form of digital storage media (CD, DVD, etc.) or other portable storage devices.*

**16.3** Agencies requiring data to be retained by HHIDTA beyond the established retention period may make a formal request to the HHIDTA to extend retention. Each request must specify the need for extended retention, the circumstances surrounding the request, the requesting agency's case number, and a specific point of contact within the requesting agency. HHIDTA reserves the right to grant or deny agency requests based on the information provided.

**16.4** The following methods shall be used when disseminating LPR information: The "need to know" and "right to know", as defined in the HHIDTA Privacy Protection Policy of a potential recipient must be verified and documented prior to dissemination of LPR information.

**16.5** Requests for Service (RFS) for License Plate Reader data will be processed in accordance with the HHIDTA Standard Operating Procedures for Processing Requests for Information and Requests for Service Guidelines.

**16.6** A Law Enforcement Agency's request to query the LPR data shall be processed provided the agency has a legitimate law enforcement purpose. Mandatory requirements are in place in order to satisfactorily justify the request. These requirements include the purpose of the request, the agency's incident or report number (physical record number), the requestor's name, the requestor's agency and requestor's contact information.

**16.7** The primary method of dissemination shall be via email, in an electronic format that employs a reasonable level of security to guard against alteration, or fax.

**16.8** If access to secure email accounts is not practical, the information may be provided to the requestor via digital storage media or paper copy, as determined by HHIDTA staff.

**16.9** Reports and other investigative information received and disseminated by HHIDTA shall be retained within internal electronic HHIDTA files. After disseminating LPR information deemed to have evidentiary value, the completed report containing the data will be entered into a searchable database for future exploitation and auditing purposes in accordance with the HHIDTA Privacy Protection Policy.

## **17) Miscellaneous**

### **17.1 Amendments**

This Agreement may be amended with the unanimous approval of all Member Agencies; provided, however, that no amendment may be made that would adversely affect the interests of the owners of bonds, letters of credit, or other financial obligations of the HHIDTA.

### **17.2 Notices**

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the Member Agencies, shall be deemed to have been received by the Member Agency to whom the same is addressed at the expiration of five (5) days after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

### **17.3 Conflicts of Interest**

No official, officer, or employee of the HHIDTA or any Member Agency shall have any financial interest, direct or indirect, in the HHIDTA LPR Database. Nor shall any such officer or employee participate in any decision that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation.

#### **17.4 Mediation**

Any controversy or claim between any Member Agencies, or between any such Member Agency or Member Agencies and the HHIDTA, with respect to the HHIDTA LPR Database's operations, or to any claims, disputes, demands, differences, controversies, or misunderstandings arising under, out of, or in relation to this Agreement, shall be submitted to and determined by mediation.

The Member Agency desiring to initiate mediation shall give notice of its intention to every other Member Agency and HHIDTA. Such notice shall designate such other Member Agencies as the initiating Member Agency intends to have bound by any award made therein.

Each Member Agency involved in the mediation shall bear its own legal costs, including attorney fees.

#### **17.5 Partial Invalidity**

If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

#### **17.6 Successors**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Member Agencies hereto.

#### **17.7 Execution**

The Governing Authorities of the Member Agencies enumerated herein have each authorized execution of this agreement, as evidenced by the authorized signatures below.

#### **17.8 Entire Agreement**

This agreement supersedes any and all other agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations,

inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this agreement shall be effective only if executed in writing and signed by all current Member Agencies.

The parties hereto execute this MOU as of the Effective Date:

\_\_\_\_\_  
(Agency Name, State)

\*\*\* (JURISDICTION) \*\*\*

\_\_\_\_\_  
(Name)  
(Title)  
(Department/Agency)

\_\_\_\_\_  
Date

\_\_\_\_\_  
F. Mike McDaniel  
Director  
Houston HIDTA

\_\_\_\_\_  
Date

# Request for Legislative Action

Res. #21193

Sponsor: Venessa Huskey

Date: March 14, 2023

## Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21193
Sponsor(s):	Venessa Huskey	Legislature Meeting Date:	3/14/2023

## Introduction

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

**Project/Title:**

A Resolution authorizing the Jackson County Sheriff's Office to enter into a cooperative agreement (MOU) with the Houston High Intensity Drug Trafficking Area (HHIDTA) group to facilitate information sharing, utilizing data captured by automated license plate readers, at no cost to Jackson County.

## Request Summary

This request is to renew our information sharing agreement with HHIDTA. Cooperative agencies share data that can be utilized for the investigation of violent crimes, AMBER Alerts, etc.

The MOU includes an indemnification clause, which must be approved by the Jackson County Legislature.

This RLA does not include a request for funding.

This request does include a contract that has been reviewed by the County Counselor's office.

## Contact Information

<b>Department:</b>	Sheriff	<b>Submitted Date:</b>	3/3/2023
<b>Name:</b>	Scott Goodman	<b>Email:</b>	SGoodman@jacksongov.org
<b>Title:</b>	Captain	<b>Phone:</b>	816-809-6191

## Budget Information

Amount authorized by this legislation this fiscal year:	\$ 0		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$		
Is it transferring fund?	No		
<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:
19402	March 6, 2017

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

<b>Fiscal Information</b>
•



## Request for Legislative Action

### History

Submitted by Sheriff requestor: Scott Goodman on 3/3/2023. Comments:

Approved by Department Approver Ronald A. Fletcher on 3/3/2023 3:10:37 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 3/3/2023 3:16:27 PM.  
Comments:

Approved by Compliance Office Approver Jaime Guillen on 3/3/2023 3:45:53 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 3/3/2023 3:50:30 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 3/5/2023 4:32:02 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 3/9/2023 11:08:57 AM. Comments:

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

**A RESOLUTION** awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of paint and painting supplies for use by various County departments to the Sherwin Williams Company of Cleveland, OH, under the terms and conditions of Invitation to Bid 23-006.

**RESOLUTION NO. 21194**, March 14, 2023

**INTRODUCED BY** Megan L. Marshall, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 23-006 for the furnishing of paint and painting supplies for use by various County departments; and,

WHEREAS, a total of twenty-four notifications were distributed and viewed and one response was received and evaluated from the Sherwin Williams Company of Cleveland, OH; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract, with one twelve-month option to extend, for the furnishing of paint and painting supplies to the Sherwin Williams Company of Cleveland, OH, as the lowest and best bid received; 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,

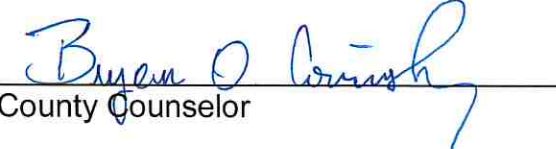
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the Director be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award and any extension; 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 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. 21194 of March 14, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

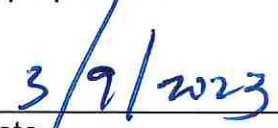
Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

  
\_\_\_\_\_  
Date

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

# Request for Legislative Action

Res. #21194

Sponsor: Megan L. Marshall

Date: March 14, 2023

## Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21194
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	3/14/2023

## Introduction

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

**Project/Title:**

Awarding twelve (12) month term and supply contracts with one (1) twelve (12) month options to extend, for the furnishing of paint and painting supplies for use by Various County departments to The Sherwin Williams Company of Cleveland, OH under the terms and conditions of Invitation to Bid No. 23-006.

## Request Summary

The various County Departments require a Term and Supply Contract for the furnishing of Paint and Paint Supplies. The Purchasing Department issued Invitation to Bid 23-006 in response to those requirements. A total of (918) notifications were distributed, there were (24) document takers with (1) response received and evaluated. A Scoring Summary of the Invitation to Bid 23-006, the Contractor's Quotation Sheet and the using departments Recommendation Memos are attached.

Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve (12) month Term and Supply Contract with one (1) Twelve (12) Month Options to Extend, for the furnishing of Paint and Paint Supplies for use by the Various County departments to The Sherwin Williams Company of Cleveland, OH as the 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 is for specific purchases is subject to annual appropriations. The annual estimated spend for use by various county departments is \$43,500.00.

The Jackson County Compliance Portal was checked, status was green/issued and showed an expiration date of 2023-12-31 for The Sherwin-Williams Company.

## Contact Information

<b>Department:</b>	Finance	<b>Submitted Date:</b>	3/1/2023
<b>Name:</b>	John Konon	<b>Email:</b>	jkonon@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>

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:
19689	January 16, 2018
18278	October 14, 2013
17661	August 29, 2011

<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:	Not Applicable
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 Not Applicable for following reason: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

<b>Fiscal Information</b>
---------------------------

## Request for Legislative Action

- 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.

### History

Submitted by Finance requestor: John Konon on 3/1/2023. Comments:

Approved by Department Approver Bob Cruetsinger on 3/1/2023 11:26:59 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 3/1/2023 12:25:24 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 3/1/2023 12:54:09 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 3/1/2023 1:06:20 PM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 3/1/2023 1:41:35 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 3/9/2023 11:31:02 AM. Comments:



## JACKSON COUNTY Facilities Management Division

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

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

### MEMORANDUM

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

**To:** John Konon, Buyer, Purchasing Department

**Date:** 12/2/2022

**Subject:** Bid 23-008 Paint and Painting Supplies, Term and Supply Contract Recommendation

John,

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

The Facilities Management Division would like to recommend Sherwin Williams Co. moving forward as the vendor who applied for this contract. Sherwin Williams will provide a wide section of Paint and Painting Supplies to cover the Facilities Management Division's needs. Their competitive pricing and experience with both municipal and private customers around Jackson County led me to recommend them. Annual spend for Facilities will be around \$25,000.00.

Thank you,

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

Rick Gerla  
Facilities Management Administrator





## JACKSON COUNTY

### Parks + Rec

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

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

**TO: John Konon, Buyer**

**FROM: John Johnson, Superintendent, Park Operations**

**SUBJECT: 84-17 Paint and Painting Supplies**

**DATE: February 28, 2023**

The Parks + Rec Department recommends the contract be awarded to Sherwin Williams Co.

Parks uses this contract to purchase paint and paint related supplies to maintain various Park facilities, such as Park Administration, Ranger/Recreation building, park shelters, marina stores, Arbanas Golf Course and Historic Sites. Sherwin Williams is a longtime T&S contractor in this category and they have provided good service.

Parks estimates using \$18,000 in a 12-month period.

Thank you for your assistance.



*Frank White, Jr., County Executive*



## Office of the JACKSON COUNTY SHERIFF

---

Sheriff Darryl Forté

---

### INTER-OFFICE MEMO

---

**TO:** John Konon, Purchasing  
**FROM:** Beth Money, Office Administrator  
**CC:** Sgt. Eli Postlethwait  
**RE:** Recommendation Memo 23-006 Paint and Painting Supplies  
**Date:** February 28, 2023

---

The Sheriff's Office has an ongoing need for vendors to provide paint and paint supplies. Sgt. Eli Postlethwait has reviewed the bid submitted by Sherwin Williams Paint. We recommend awarding the contract to Sherwin Williams Paint as their pricing, products and service will meet our needs.

The Sheriff's Office will spend approximately \$500 annually using this contract.



## 23-006 - Paint and Painting Supplies Sherwin Williams Co

### Scoring Summary

#### Evaluation Group 1 - Purchasing Evaluation

	A - Purchasing Evaluation	A-1 - Term and Supply Contract Page	A-2 - Acknowledgment of Receipt of Addenda	A-3 - Bidders Excerptions	A-4 - Bidders Quotation Sheet	A-5 - Greater Kansas City Metropolitan Area Information	A-6 - Statement of Contractors Qualifications	A-7 - Affidavit	A-8 - Certificate of Compliance
Reviewer	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
John Konon	0	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
	Average:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
		↓	↓	↓	↓	↓	↓	↓	↓
Calculated:	0	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

#### Evaluation Group 2 - Department Evaluation

	Total	B - Department Evaluation	B-1 - Bidders Exceptions	B-2 - Bidders Quotation	B-3 - Contractors Qualifications
Reviewer	/ 100 pts	/ 100 pts	/ 15 pts	/ 50 pts	/ 35 pts
Rick Gerla	100	100	15	50	35
John Johnson	80	80	15	35	30
Eli Postlethwait	100	100	15	50	35
		Average:	15	45	33.33
			↓	↓	↓
Calculated:	93.33	93.33	15	45	33.33

### Scoring Comments

#### A-1 - Term and Supply Contract Page - Reviewer Scores



Reviewer	Score	Reason	Comments
John Konon	Pass	Meets the requirement(s)	Pass

#### A-2 - Acknowledgment of Receipt of Addenda - Reviewer Scores

Reviewer	Score	Reason	Comments
John Konon	Pass	Meets the requirement(s)	Pass

#### A-3 - Bidders Excerptions - Reviewer Scores

Reviewer	Score	Reason	Comments
John Konon	Pass	Meets the requirement(s)	Pass

#### A-4 - Bidders Quotation Sheet - Reviewer Scores

Reviewer	Score	Reason	Comments
John Konon	Pass	Meets the requirement(s)	Pass

#### A-5 - Greater Kansas City Metropolitan Area Information Memo - Reviewer Scores

Reviewer	Score	Reason	Comments
John Konon	Pass	Meets the requirement(s)	Pass (Amended)

#### A-6 - Statement of Contractors Qualifications - Reviewer Scores

Reviewer	Score	Reason	Comments
John Konon	Pass	Meets the requirement(s)	Pass (Amended)

#### A-7 - Affidavit - Reviewer Scores

Reviewer	Score	Reason	Comments
John Konon	Pass	Meets the requirement(s)	Pass (Amended)



### A-8 - Certificate of Compliance - Reviewer Scores

Reviewer	Score	Reason	Comments
John Konon	Pass	Meets the requirement(s)	Pass (Amended)

### B-1 - Bidders Exceptions - Reviewer Scores

Reviewer	Score	Reason	Comments
Rick Gerla	15	Meets or exceeds my expectations	No Exceptions
John Johnson	15	Meets or exceeds my expectations	There were no exceptions listed.
Eli Postlethwait	15	Meets or exceeds my expectations	Meets expectations

### B-2 - Bidders Quotation Sheet - Reviewer Scores

Reviewer	Score	Reason	Comments
Rick Gerla	50	Meets or exceeds my expectations	Meets Expectations
John Johnson	35	Meets or exceeds my expectations	Provided unit pricing for all specific categories. Provides 40% discount off
Eli Postlethwait	50	Meets or exceeds my expectations	Meets expectations

### B-3 - Contractors Qualifications - Reviewer Scores

Reviewer	Score	Reason	Comments
Rick Gerla	35	Meets or exceeds my expectations	Meets expectations
John Johnson	30	Meets or exceeds my expectations	Good qualifications, previous T&S contractor for the County that provides



Eli Postlethwait	35	Meets or exceeds my expectations	Meets expectations
------------------	----	----------------------------------	--------------------

Bidders Quotation Sheet  
Paint and Painting Supplies

NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
<b>High Volume Items</b>			
1.0	Acrylic Latex Paint, Exterior Wood, Flat Sheen, Better Quality 6403-89169	5 Gallon Pail	\$ 108.75
2.0	100% Acrylic Latex Primer, Best Quality, Exterior Wood 6504-30481	1 Gallon	\$ 22.60
3.0	Paint Thinner, Mineral Spirits 958-8393	1 Gallon	\$ 11.49
4.0	Paint Thinner, Mineral Spirits 160-0139	2 ½ Gallon Pail	\$ 28.15
5.0	Paint Thinner, Mineral Spirits 154-2331	5 Gallon Pail	\$ 50.05
6.0	Lacquer Thinner 160-0204	1 Gallon	\$ 13.10
7.0	Lacquer Thinner 154-4209	5 Gallon Pail	\$ 50.05
8.0	Oil Base Interior Enamel Semi-Gloss 6405-12261	1 Gallon	\$ 31.70
9.0	Latex Eggshell (Pro-Mar 200) Wall Paint 6508-65017	1 Gallon	\$ 16.90
10.0	Latex Eggshell (Pro-Mar 200) Wall Paint 6508-65033	5 Gallon Pail	\$ 84.50
11.0	Latex Flat (Pro-Mar 200) Wall Paint 6509-46635	1 Gallon	\$ 15.90
12.0	Latex Flat (Pro-Mar 200) Wall Paint 6509-46627	5 Gallon Pail	\$ 79.50
13.0	Semi-Gloss Polyurethane, Clear Wood Finish 154-8890	1 Gallon	\$ 37.84
14.0	Oil Base Stain Killer, Kilz or Better 6501-33382	1 Gallon	\$ 20.15
15.0	Oil Base Stain Killer, Kilz or Better 6501-33390	5 Gallon Pail	\$ 95.75
16.0	Oil Base Stain Killer, Kilz or Better, Spray Can 141-1669	Case QTY 6	\$ 20.94
17.0	Ultra-Lite Drywall Compound 123-0044	5 Gallon Pail	\$ 21.08
18.0	OSHA Safety Yellow, High Gloss Oil 617-4072	1 Gallon	\$ 39.27
19.0	OSHA Safety Yellow, High Gloss Oil 6401-44358	5 Gallon Pail	\$ 191.35
20.0	Ceiling Paint, Latex, Flat, White 6501-09226	1 Gallon	\$ 11.99
21.0	Ceiling Paint, Latex, Flat, White 6501-09234	5 Gallon Pail	\$ 54.95
22.0	Denatured Alcohol 160-0220	1 Gallon	\$ 11.77
23.0	Quick Dry Oil Enamel with Rust Protection, Flat Black 5301-02078	1 Gallon	\$ 20.46
24.0	Oil Base Floor and Deck Enamel 7907-99993	1 Gallon	\$ 31.04
25.0	Worlds Best Graffiti Remover (or equivalent) 98996	1 Gallon	\$ 65.00
26.0	Sensitive Surface, Bare Brick and Stone Graffiti Cleaner (or equivalent) 98996	1 Gallon	\$ 69.00
<b>SUB-TOTAL ITEMS 1-24</b>			<b>\$ 1069.28</b>
<b>Miscellaneous Items and Catalog: Orders</b>			
27.0	Discount off Manufacturer's Published Price List		40 %
28.0	Up-Charge for Deep Tones and Accents if any		\$ 0

SIGNATURE: <i>Beniam Tirfe</i>	DATE: 02/02/2023
NAME (PRINT): Beniam Tirfe	PHONE: 240-350-7862
TITLE (PRINT): Strategic Account Manager	CELL: 240-350-7862
COMPANY NAME (PRINT) The Sherwin-Williams Co.	FAX: 732-248-9730
E-MAIL ADDRESS (PRINT) beniam.tirfe@sherwin.com	
E-MAIL ADDRESS FOR PO'S (PRINT) david.a.kramer@sherwin.com	
URL (PRINT): www.sherwin-williams.com	





Store Number	707374 - SHERWIN-WILLIAMS
Store Name	KANSAS CITY-BARRY ROAD
Address	8383 N STODDARD AVE
City ST Zip	KANSAS CITY, MO 64152
Phone	(816) 505-0882
Fax	(816) 505-0901
Manager	NATHAN MILLER
District	4808 - KANSAS CITY DISTRICT

Store Number	707326 - SHERWIN-WILLIAMS
Store Name	KANSAS CITY-WESTPORT
Address	4011 MILL ST
City ST Zip	KANSAS CITY, MO 64111 3008
Phone	(816) 931-7353
Fax	(816) 931-7459
Manager	ERIC WARREN
District	4808 - KANSAS CITY DISTRICT

STORE HOURS for KANSAS CITY-BARRY ROAD

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Open	10:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM	8:00 AM
Close	4:00 PM	6:00 PM	6:00 PM	6:00 PM	6:00 PM	6:00 PM	5:00 PM

STORE HOURS for KANSAS CITY-WESTPORT

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Open	10:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM	8:00 AM
Close	4:00 PM	6:00 PM	6:00 PM	6:00 PM	6:00 PM	6:00 PM	1:00 PM

Per Section 3.1, I can confirm Sherwin-Williams is located within the Greater KC Area. I have provided locations above.

Regarding in-store purchases from County Officials, individual County members can require specific restrictions on their account if they so choose. For instance, authorized buyers, threshold dollar amounts or PO number requirements.

If there are no specific restrictions placed on purchasing by the Buyer, then Sherwin-Williams will have no restrictions on purchasing for in-store purchasing.

Kind Regards,

*Beniam Tirfe*

Beniam Tirfe  
Strategic Account Manager  
The Sherwin-Williams Co.

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

**A RESOLUTION** authorizing the County Executive to execute an Intergovernmental Agreement with the Mid-America Regional Council Solid Waste Management District to provide access to the regional household hazardous waste centers for the residents of the unincorporated County, at an actual cost to the County in the amount of \$26,093.10.

**RESOLUTION NO. 21195**, March 14, 2023

**INTRODUCED BY** Manuel Abarca IV, County Legislator

WHEREAS, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the Mid-America Regional Council (MARC) Solid Waste Management District (SWMD) pursuant to Missouri statutes; and,

WHEREAS, the City of Kansas City, Missouri, and the City of Lee's Summit, Missouri, each operate a permanent household hazardous waste (HHW) facility and have agreed to make these HHW collection facilities available for the citizens of the participating members of the SWMD; and,

WHEREAS, Jackson County has participated in the regional HHW collection program since its inception in 1997; and,

WHEREAS, the regional HHW program allows the residents of unincorporated Jackson County to utilize the Kansas City and Lee's Summit permanent facilities when disposing of household hazardous wastes; now therefore,

BE IT RESOLVED by the Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Intergovernmental Agreement with the MARC Solid Waste Management District, to participate in the regional household hazardous waste centers, at an actual cost to the County in the amount of \$26,093.10; 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 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. 21195 of March 14, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 002 1524 56809  
ACCOUNT TITLE: Health Fund  
Household Hazardous Waste Program  
Hazardous Waste  
NOT TO EXCEED: \$26,093.10

  
\_\_\_\_\_  
Date

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

# 2023

## Intergovernmental Agreement between the MARC Solid Waste Management District and Unincorporated Jackson County, Missouri relating to the Regional Household Hazardous Waste Collection Program

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Unincorporated Jackson County, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

### I *Definitions*

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

### II *Effective Date*

**Unincorporated Jackson County, Missouri** agrees to participate in the Regional HHW Collection Program for a one-year period beginning on **January 1, 2023**.

### III *Termination*

*A. Budget Limitations.* This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

*B. Termination of regional program.* If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

#### IV *Duties of Participating Member*

- A. *Fees.* **Unincorporated Jackson County, Missouri** agrees to pay the sum of **\$26,093.10** to participate in the 2023 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.10 applied to 2021 Population Estimate figures as shown in Attachment One. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.
- B. *Payment.* The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

*Annual Renewal.* The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2023. No pro ration of fees is applicable under this agreement.

- C. *Contact Person.* The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

#### V *Services Provided by the SWMD*

A. *Permanent Collection Facilities.* HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. *Outreach Collections.* Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI *Reports*

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

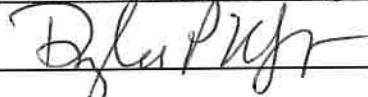
VII *Insurance*

A. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII *Legal Jurisdiction*

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

 Date: 10/5/22

Doug Wylie, Chair

Participating Member:

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

<b>2023 Regional HHW Program Fees</b>	<b>2021 Population</b>	<b>\$1.10</b>
<b>Community</b>	<b>Estimates</b>	<b>per capita</b>
Archie	1,267	\$1,393.70
Belton	24,197	\$26,616.70
Blue Springs	59,430	\$65,373.00
Buckner	2,920	\$3,212.00
Claycomo Village	1,355	\$1,490.50
Cleveland	648	\$712.80
Drexel	831	\$914.10
Edgerton	601	\$661.10
Excelsior Springs	10,410	\$11,451.00
Ferrelview	647	\$711.70
Garden City	1,614	\$1,775.40
Gladstone	27,017	\$29,718.70
Glenaire	535	\$588.50
Grain Valley	16,002	\$17,602.20
Grandview	25,844	\$28,428.40
Greenwood	5,728	\$6,300.80
Hardin	559	\$614.90
Harrisonville	10,042	\$11,046.20
Kearney	10,741	\$11,815.10
Lake Lotawana	2,336	\$2,569.60
Lake Tapawingo	788	\$866.80
Lake Waukomis	886	\$974.60
Lake Winnebago	1,566	\$1,722.60
Lawson	2,526	\$2,778.60
Liberty	30,377	\$33,414.70
Loch Lloyd	888	\$976.80
Lone Jack	1,538	\$1,691.80
North Kansas City	4,548	\$5,002.80
Oak Grove	8,186	\$9,004.60
Orrick	738	\$811.80
Parkville	7,810	\$8,591.00
Peculiar	5,847	\$6,431.70
Platte City	4,747	\$5,221.70
Pleasant Hill	8,795	\$9,674.50
Pleasant Valley	2,743	\$3,017.30
Raymore	24,164	\$26,580.40
Raytown	29,580	\$32,538.00
Richmond	5,967	\$6,563.70
Riverside	4,024	\$4,426.40
Smithville	10,552	\$11,607.20
Sugar Creek	3,219	\$3,540.90
Weatherby Lake	2,088	\$2,296.80
Weston	1,765	\$1,941.50
Wood Heights	753	\$828.30
Unincorporated Cass County	24,954	\$27,449.40
Unincorporated Clay County	15,267	\$16,793.70
Unincorporated Jackson Co.	23,721	\$26,093.10
Unincorporated Platte County	29,535	\$32,488.50
Unincorporated Ray County	11,053	\$12,158.30
<b>Population Source:</b>		
<a href="https://www.marc.org/Data-Economy/Metrodataline/Population/Current-Population-Data">https://www.marc.org/Data-Economy/Metrodataline/Population/Current-Population-Data</a>		



# Request for Legislative Action

Res. #21195

Sponsor: Manuel Abarca IV

Date: March 14, 2023

## Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21195
Sponsor(s):	Manuel Abarca IV	Legislature Meeting Date:	3/14/2023

## Introduction

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

**Project/Title:**

Authorize the County Executive to execute an agreement with MARC Solid Waste Management District relating to the Regional Household Hazardous Waste Program at an actual cost to the county of \$26,093.10.

## Request Summary

Environmental Health has participated in the HHW program for over 20 years, the program allows residents of unincorporated Jackson County to dispose of household hazardous waste safely at permanent facilities and the dozen or so mobile events held throughout the county. This year we will partner with Grain Valley and hold an event on 6/3/23.

This request is to execute an Intergovernmental Agreement with MARC Solid Waste Management District to participate in the Regional Household Waste Program at a cost not to exceed \$26,093.10 in 2023.

## Contact Information

<b>Department:</b>	Environmental Health	<b>Submitted Date:</b>	2/23/2023
<b>Name:</b>	Deborah Lyn Sees	<b>Email:</b>	dsees@jacksongov.org
<b>Title:</b>	Director	<b>Phone:</b>	816-797-7162

## Budget Information

Amount authorized by this legislation this fiscal year:	\$ 0		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$		
Is it transferring fund?	No		
<b>Single Source Funding:</b>			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
002 (Health Fund)	1524 (Household Hazardous Waste Program)	56809 (Hazardous Waste)	\$26,700

## Request for Legislative Action

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
	January 31, 2022
<b>Prior Resolution</b>	
Resolution:	Resolution date:
20860	January 31, 2022
20617	March 3, 2021

<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>	
Goals Not Applicable for following reason: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

<b>Fiscal Information</b>
•

## Request for Legislative Action

### History

Submitted by Environmental Health requestor: Deborah Lyn Sees on 2/23/2023. Comments:

Approved by Department Approver Troy Schulte on 2/25/2023 3:08:40 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 2/27/2023 10:04:05 AM.  
Comments:

Approved by Compliance Office Approver Ikeela Alford on 2/27/2023 10:10:07 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 3/1/2023 2:21:41 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 3/1/2023 2:43:42 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 3/9/2023 11:31:33 AM. Comments:



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

**A RESOLUTION** recognizing and celebrating the unparalleled contributions of Alise Martiny to the organized labor community of Jackson County, Missouri.

**RESOLUTION NO. 21196**, March 14, 2023

**INTRODUCED BY** Manuel Abarca IV and DaRon McGee, County Legislators

WHEREAS, Alise Martiny has been a member of the Operative Plasterers and Cement Masons International Association (OPCMIA) Local 518 for over four decades, serving as a concrete finisher in the field for over 13 years and earning the respect of her colleagues for her work ethic and dedication; and,

WHEREAS, Alise's leadership skills have been recognized by her peers, as evidenced by her service as Business Manager of the Greater Kansas City Building and Construction Trades Council, uniting construction trades while also elevating both the institution and organized labor to new heights over the next decade as the first woman to hold the position; and,

WHEREAS, Alise's commitment to the advancement of women and minorities in the construction trades has been unwavering, and she has tirelessly advocated for their promotion and advancement throughout her career; and,

WHEREAS, Alise's negotiation skills and expertise have been instrumental in securing fair labor agreements for numerous significant construction projects in Jackson County and the region, including the new KCI airport and upgrades at Truman Medical

Center/University Health; and,

WHEREAS, Alise has been a steadfast defender of organized labor, fighting off legislative attacks on union rights such as Missouri right to work, ensuring the continued right to organize for all workers throughout the state; and,

WHEREAS, skilled and unionized construction workers have been the backbone of nearly every significant construction project in Jackson County, including both Arrowhead and Kauffman Stadiums; and,

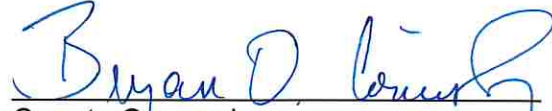
WHEREAS, Alise's promotion to Vice President of the Operative Plasters' and Cement Mason's International Association is a testament to her hard work and dedication to the labor movement, making her one of the highest-ranking women in the American labor movement; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the Legislature hereby extends its highest honors and appreciation to Alise Martiny for her courageous leadership on behalf of the working people of Jackson County as the Business Manager of the Greater Kansas City Building and Construction Trades Council, and recognizing her as one of the most distinguished labor leaders in the history of our community.

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. 21196 of March 14, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** recognizing and celebrating the Kansas City Chiefs Wheelchair Football Team for its achievements in the USA Wheelchair Football League.

**RESOLUTION NO. 21197**, March 14, 2023

**INTRODUCED BY** Donna Peyton, County Legislator

WHEREAS, the USA Wheelchair Football League was launched in 2019 by Move United with support from an NFL-BWF (Bob Woodruff Foundation) Healthy Lifestyles and Creating Communities Grant; and,

WHEREAS, the league has provided the first organized opportunity for adults with disabilities to play wheelchair football and has grown from four teams to eleven, with two more expansion teams on the way for the 2023-2024 season; and,

WHEREAS, the league's rules were designed to closely resemble NFL gameplay, with adaptations chosen specifically to ensure the integrity and safety of the players while keeping the game fast-paced and enjoyable for players and spectators; and,

WHEREAS, over 575 participants have been a part of the program since 2019, with an emphasis on military veteran participation, requiring a minimum of three disabled veterans on each roster to qualify for the grant; and,

WHEREAS, the Kansas City Chiefs Wheelchair Football Team has posted an overall record of 19-4, the best winning percentage in the league over the first two years of gameplay; and,



WHEREAS, the team has over twenty local participants, with fourteen qualifying for the travel roster to compete in tournaments across the country, including Tampa Bay, FL, Salt Lake City, UT, and Phoenix, AZ, where the Chiefs won the 2022-2023 Championship over the LA Rams with a final score of 7-0; and,

WHEREAS, the team has ten disabled veterans that participate in programming in Kansas City; and,

WHEREAS, the parent organization, Midwest Adaptive Sports (MAS), founded in 2011 with the goal of providing alpine skiing programming for the disabled and blind/low-vision communities, oversees the football program, as well as many other adaptive sports programming opportunities, including wheelchair rugby, wheelchair basketball (youth and adults), wheelchair softball (affiliated with the Royals), alpine skiing, water sports, blind/LV programming, and more; and,

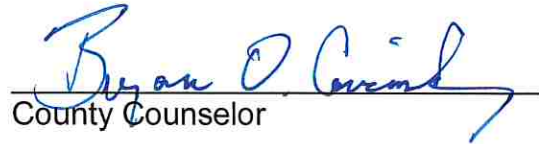
WHEREAS, MAS has achieved major accomplishments, including the 2021-2022 National Championship - Youth Wheelchair Basketball (Prep, age 13U) and the 2022-2023 National Championship - Wheelchair Football; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the Legislature does hereby recognize and celebrate the Kansas City Chiefs Wheelchair Football Team and Midwest Adaptive Sports for their accomplishments and contributions to the community, and encourages the continued growth and success of the USA Wheelchair Football League and adaptive sports programs for people with disabilities.

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. 21197 of March 14, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** transferring \$502,501.00 within the 2023 General Fund and authorizing payments in the aggregate amount of \$502,501.00 to cover costs incurred in connection with the April 4, 2023, special election.

**RESOLUTION NO. 21198**, March 14, 2023

**INTRODUCED BY** Megan L. Marshall, County Legislator

WHEREAS, the Jackson County and Kansas City Boards of Election Commissioners have requested advance payment of the costs they estimate they will incur in connection with the April 4, 2023, special election; and,

WHEREAS, estimated costs for the election, \$266,651.00 for the Kansas City Board and \$235,850.00 for the Jackson County Board, are allocated proportionately based on the populations of jurisdictions which have placed ballot measures on the April 2023 ballot; and,

WHEREAS, the County will seek to reimburse itself for this expenditure from proceeds of the sales tax question submitted at the election, if adopted by the voters; and,

WHEREAS, if approved, sales tax collections will begin October 1, 2023; and,

WHEREAS, a transfer is necessary to cover the estimated election costs; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2023 General Fund be and hereby is made:

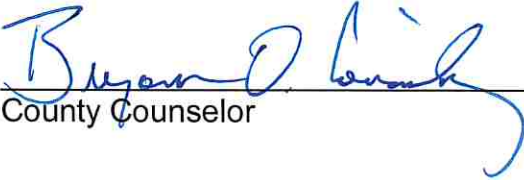
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund 3% State Mandated Contingency 001-8003	56830- Contingency	\$502,501	
KCEB Primary Election 001-5003	56071- Election Board Expense		\$266,651
JCEB Primary Election 001-5005	56071- Election Board Expense		\$235,850

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make the payments to the election boards specified in this Resolution.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21198 of March 14, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 001 8003 56830  
ACCOUNT TITLE: General Fund  
3% State Mandated Contingency  
Contingency  
NOT TO EXCEED: \$502,501.00

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

ACCOUNT NUMBER: 001 5003 56071  
ACCOUNT TITLE: General Fund  
KCEB Primary Election  
Election Board Expense  
NOT TO EXCEED: \$266,651.00

ACCOUNT NUMBER: 001 5005 56071  
ACCOUNT TITLE: General Fund  
JCEB Primary Election  
Election Board Expense  
NOT TO EXCEED: \$235,850.00

3/2/2023  
Date

  
Chief Administrative Officer

# Request for Legislative Action

Res. #21198  
Sponsor: Megan L. Marshall  
Date: March 14, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21198
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	3/14/2023

Introduction
<b>Action Items:</b> ['Appropriate']
<b>Project/Title:</b>
Transferring \$502,501 within the 2023 budget to pay for the County's portion of election costs relating to the April 4, 2023 election.

Request Summary
This legislation seeks to fund Jackson County's anticipated share of election costs for the April 4, 2023 special election to authorize a 3% sales tax on all recreational marijuana sales that occur in Jackson County. These costs cover unbudgeted staff and operating costs by the Jackson County Board of Elections and the Kansas City Election Board. Estimated costs for the election are allocated proportionately based on those jurisdictions which have ballot measures on the April, 2023 ballot. If the sales tax is approved by voters, Jackson County will seek to reimburse this expenditure with any initial sales tax proceeds. The first sales tax collections will occur beginning in October of 2023.

Contact Information			
<b>Department:</b>	County Executive Office	<b>Submitted Date:</b>	3/8/2023
<b>Name:</b>	Troy Schulte	<b>Email:</b>	tschulte@jacksongov.org
<b>Title:</b>	County Administrator	<b>Phone:</b>	816-881-3333

Budget Information			
Amount authorized by this legislation this fiscal year:		\$502,501	
Amount previously authorized this fiscal year:		\$ 0	
Total amount authorized after this legislative action:		\$502,501	
Is it transferring fund?		Yes	
Transferring Fund From:			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
001 (General Fund)	8003 (3% State Mandated Contingency)	56830 (Contingency Fund)	\$502,501

## Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	5003 (KCEB – Primary Election)	56071 (Election Board Expense)	\$266,651
001 (General Fund)	5005 (JCEB – Primary Election)	56071 (Election Board Expense)	\$235,850

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5710	January 24, 2023
Prior Resolution	
Resolution:	Resolution date:

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

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

Fiscal Information
<ul style="list-style-type: none"> <li>Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.</li> </ul>



## Request for Legislative Action

### History

Submitted by County Executive Office requestor: Troy Schulte on 3/8/2023. Comments:

Approved by Department Approver Troy Schulte on 3/8/2023 12:31:59 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 3/8/2023 12:52:51 PM.  
Comments:

Approved by Compliance Office Approver Ikeela Alford on 3/8/2023 1:18:44 PM. Comments:

Approved by Budget Office Approver Mark Lang on 3/8/2023 3:12:59 PM. Comments:

Approved by Executive Office Approver Troy Schulte on 3/8/2023 4:03:18 PM. Comments:

Approved by Counselor's Office Approver Katherine Henry on 3/9/2023 11:32:07 AM. Comments:



MICHAEL K. WHITEHEAD, CHAIRMAN  
HENRY R. CARNER, SECRETARY  
COLLEEN M. SCOTT, MEMBER  
VACANT, MEMBER  
  
TAMMY L. BROWN, DIRECTOR  
SARA A. ZORICH, DIRECTOR



215 NORTH LIBERTY  
POST OFFICE BOX 296  
INDEPENDENCE, MISSOURI 64051  
(816) 325-4600  
FAX (816) 325-4609  
  
<https://jcebmo.org>

Tuesday, March 7, 2023

Jackson County  
Bob Crutsinger, Director of Finance  
415 E. 12th St, Ste 105  
Kansas City, Missouri 64106

Dear Mr. Crutsinger:

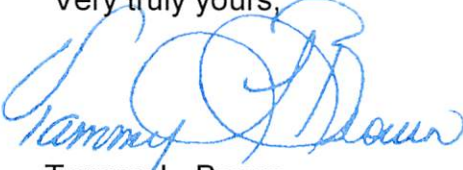
We are requesting a deposit be placed with the Jackson County Election Board for your portion of projected expenses for the General Municipal Election to be held on April 4, 2023. Deposits are due in our office by Tuesday, March 21, 2023 (3/21/2023) prior to the election.

Your projected expense is: **\$235,850.00**

We will give you a final statement after all checks have cleared. Any excess funds will be returned to you. We will bill you should the amount deposited with us not be sufficient to cover the costs.

Your auditor may inspect at our office all checks, invoices and statements pertaining to the above election.

Very truly yours,

  
Tammy L. Brown  
Director

  
Sara A. Zorich  
Director



## KANSAS CITY BOARD OF ELECTION COMMISSIONERS

SARAH (SALLY) MILLER, Interim Chair  
RALPH F. MUNYAN II, Member  
SHAWN KIEFFER, Director  
DAVID RAYMOND, Attorney

SHARON TURNER BUIE, Secretary  
AIMEE GROMOWSKY, Member  
LAURI EALOM, Director  
CHARLES RENNER, Attorney

February 28, 2023

Mr. Bob Crutsinger  
Director  
Jackson County Courthouse  
415 East 12<sup>th</sup> Street, Second Floor  
Kansas City, MO 64106

Dear Mr. Crutsinger,

In accordance with Chapter 115.077 (RSMo), please find enclosed the estimated amount for Jackson County's share of the April 4, 2023 Election. Calculations were made in accordance with law, especially 115.071(2), 115.063 and 115.065 (RSMo).

As is our practice, these funds will be deposited in a special interest-bearing account for election purposes only. Following the election, costs will be reconciled and any surplus returned or additional funds requested, if necessary.

Thank you in advance for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shawn Kieffer".

Shawn Kieffer  
Director

Sincerely,

A handwritten signature in blue ink, appearing to read "Lauri Ealom".

Lauri Ealom  
Director

SK/LE  
Enclosure

**KANSAS CITY BOARD OF ELECTION COMMISSIONERS  
APRIL 4, 2023 ELECTION  
ESTIMATED COSTS**

<b>Personnel Services:</b>	<b>Estimated Cost</b>
Supervisory Judges	\$37,950.00
Regular Judges	175,000.00
Deputy Commissioners	5,500.00
Training	23,725.00
VAS's	19,250.00
Pick up Personnel	300.00
Reserve Judges	1,500.00
Staff Overtime	40,000.00
Temporary Employees	75,000.00
Payroll Taxes	4,000.00
Travel-Deputy Commissioners	1,200.00
<b>Total Personnel Services</b>	<b>\$383,425.00</b>
<b>Contractual Services:</b>	
Postage	\$60,000.00
Transportation and Mileage, etc.	7,700.00
Freight & Drayage	70,000.00
Printing-Ballot	75,000.00
Telephone & Communication Equipment	25,000.00
Polling Place Rental	28,250.00
Building Rental	4,000.00
Equipment Rental - Voting Machines	43,400.00
Equipment Rental - ePoll Books	19,250.00
Legal Services	10,000.00
Other Contractual Services	27,500.00
<b>Total Contractual Services</b>	<b>\$370,100.00</b>
<b>Supplies:</b>	
Supplies and Miscellaneous	\$37,000.00
Printing-Miscellaneous	30,000.00
Administration Fee	16,760.50
Election Services Fee	41,901.25
<b>Total Supplies</b>	<b>\$125,661.75</b>
<b>Total Indirect Expenses</b>	<b>\$879,186.75</b>
<b>Direct Expenses</b>	
Legal Notices	\$17,500.00
<b>Total Direct Expenses</b>	<b>\$17,500.00</b>
<b>Total Election Estimate</b>	<b>\$896,686.75</b>

KANSAS CITY BOARD OF ELECTION COMMISSIONERS

APRIL 4, 2023 ELECTION

JACKSON COUNTY

ELECTION ESTIMATE

Total Estimated Election Cost	\$896,686.75
Estimated Pro-Rata Election Costs	264,150.35
Estimated Cost of Legal Notices	2,500.00
Amount Due on Deposit	<u><u>\$266,650.35</u></u>