



Jackson County Health Department

Sept. 8-15, 2021

COVID-19 Data

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

JACOHD

- Total Cases – 37,846
- Total Deaths – 511

Totals by Week:

- Cases – 407
- Deaths – 5

**Note: Cases from Independence, MO have been removed from the Jackson County Health Department data dashboard

Current Outbreaks

Abundant Life Church – 11
 Birthday Party – 19
 Grain Valley Sports League – 5
 Ignite Medical Resort, BS – 10
 Ignite Medical Resort, St. Mary's – 6

Jackson County Detention Center – 29
 John Knox Village Care Center – 32
 John Knox Village Assisted Living – 8
 Willow Creek Memory Care LS – 10

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

JACOHD/Jackson County Vaccine Data

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

JACOHD

- Total doses administered – 76,536

Jackson County

- 49.7% of Jackson County residents have initiated vaccination; 44.3% have completed vaccination
 - Jackson County's population: 269,503
- 133,870 first doses have been administered; 247,235 total doses have been administered

JACOHD/TMC Sponsored Testing

Tuesday, Sept. 21, 2021 10 a.m. - 2 p.m. – 616 NE Douglas St, Lee's Summit
 Weds., Sept. 22, 2021 10 a.m. - 2 p.m. – 616 NE Douglas St, Lee's Summit

Symptomatic Testing: Call 816-404-CARE

JACOHD Vaccine Clinics

Thursday, Sept. 16, 2021 8 a.m. – 4 p.m. – JACOHD, Independence
 9 a.m. – 1 p.m. – Southwood United Church, Raytown

Friday, Sept. 17, 2021 8 a.m. – 4 p.m. – JACOHD, Independence
 4 p.m. – 7 p.m. – Inter City Fire Protection District, KC

Everyone over the age of 12 is eligible for vaccination. Residents can visit [jacohd.org/events](#) to find clinic registration and walk-in hours.

Monday, Sept. 20, 2021 2 p.m. – 5 p.m. – Mattie Rhodes Center, KC

Tuesday, Sept. 21, 2021 11:30 a.m. – 1 p.m. – Hawthorne Place Apartments, Independence

PPE Supply

The supply rate meets the demand rate.

JCDC Testing

JACOHD is continually working with JCDC on reporting and investigation.

Regional Coordination Meetings

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



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

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

201 West Lexington, 2nd Floor
Independence, MO 64050

September 17 – September 23, 2021

09-17-2021 Friday

NO MEETINGS –

09-20-2021 Monday

NO ANTI-CRIME, JUSTICE & LAW ENFORCEMENT,
INTER-GOVERNMENTAL AFFAIRS, HEALTH &
ENVIRONMENT, LAND USE, RULES, OR SITE
PREPARATION OVERSIGHT COMMITTEE
MEETINGS

9:40 A.M. Finance & Audit Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

9:50 A.M. Budget Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

9:55 A.M. Public Works Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

10:00 A.M. **LEGISLATIVE MEETING –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area**

Closed meeting per Resolution #20767.

The Jackson County Legislature will hold a public hearing on Monday, September 20, 2021 at 10:00 A.M. during the legislative meeting scheduled to be held at the Jackson County Courthouse located at 415 East 12th Street, Kansas City, Missouri, 2nd Floor, Kansas City Legislative Assembly Area, regarding Ordinances #5540, #5541, #5542, and #5543, setting the 2021 merchants’ and manufacturers’ inventory replacement tax levy, the Jackson County, Missouri tax levy, the Jackson County Board of Services for the Developmentally Disabled Levy and the Jackson County Community Mental Health Fund Levy.

09-21-2021 Tuesday

NO MEETINGS –

09-22-2021 Wednesday

NO MEETINGS –

09-23-2021 Thursday 10:00 A.M.

Pension Plan Board of Trustees Meeting –
Meeting will be held via Zoom. For more information
contact, Maria Leathers at mleathers@jacksongov.org

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE setting the 2021 Jackson County, Missouri, tax levy.

ORDINANCE NO. 5541, September 13, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, section 540.00 of the Jackson County Code requires the County Legislature to adopt a tax levy sufficient to provide for appropriations in the County budget; and,

WHEREAS, sections 137.073 and 137.115, RSMo, and Missouri Constitution, article X, section 22, require political subdivisions, including counties, to revise their tax levies as a result of general reassessment; and,

WHEREAS, the County can levy a property tax recoupment rate if assessments are reduced after tax rates are set and the reductions are due to decisions of the State Tax Commission or a court or are due to clerical corrections; and,

WHEREAS, 2019 assessments were substantially reduced due to the factors set out in the previous paragraph, resulting in lost revenues to the County; and,

WHEREAS, the 2021 annual County budget would require the following tax levies on each one hundred dollars of assessed valuation for the fiscal year 2021 after calculation of the levy revisions mandated by sections 137.073 and 137.115 and the Missouri Constitution:

	<u>LEVY</u>
General	\$0.2162
Health	\$0.2637
Park	\$0.1280
Special Road and Bridge	<u>\$0.2466</u>
TOTAL	\$0.8545

and,

WHEREAS, pursuant to authorization granted in sections 67.500 et seq., RSMo, the qualified voters in Jackson County on November 6, 1979, approved Jackson County Proposition #1 which provided for a county-wide sales tax of one-half cent and a corresponding reduction of the County's total property tax levy annually by seventy percent of the total amount of sales tax revenue in the same tax year; and,

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

WHEREAS, this estimate is subject to revisions based upon actual sales tax revenues during the calendar year 2021, and the permanent levy adopted in September 2022 will reflect an adjustment based on actual sales tax revenues during calendar year 2021; and,

WHEREAS, section 67.500 defines "sales tax revenue collected" as the amount of sales

tax revenue received by a county during the first six calendar months of any year multiplied by two, which is not to be confused with budgeted revenues; and,

WHEREAS, during the 2020 calendar year, the sales tax revenue was estimated per section 67.500 at \$50,830,335.28, before economic activity taxes were paid; and,

WHEREAS, during the [2021] 2020 calendar year, the actual sales tax revenue was \$48,399,539.32 after economic activity taxes were paid, resulting in a \$2,430,795.96 difference which will be used to adjust the [2020] 2021 sales tax revenue estimate per section 67.505.3; and,

WHEREAS, the adjustment is made by deducting the \$2,430,795.96 from the 2021 estimated sales tax revenues of \$54,602,462.20 to produce \$52,171,666.24, 70% of which is used to reduce the 2021 total property tax levy; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that, based upon estimates of the 2021 sales tax revenues, including the decrease in the actual sales tax revenues during 2020, based upon the appropriations in the 2021 annual County budget, and based upon the levy reductions required by law, the following amounts on each one hundred dollars of assessed valuation be set as the Jackson County Tax Levy for fiscal year 2021, on real and personal property within Jackson County, Missouri:

	<u>LEVY</u>
General	\$0.2162
Health	\$0.1921
Park	\$0.1108
Special Road and Bridge	<u>\$0.0633</u>
TOTAL	\$0.5824

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5541 introduced on September 13, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5541.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE setting the 2021 Jackson County Board of Services for the Developmentally Disabled (Sheltered Workshop) Levy.

ORDINANCE NO. 5542, September 13, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, pursuant to sections 205.968 through 205.973, RSMo, as amended, and the vote of the qualified voters of November 2, 1976, there was established for the Jackson County Board of Services for the Developmentally Disabled (Sheltered Workshop) a tax levy at the annual rate of ten cents per one hundred dollars of assessed valuation on all taxable property in Jackson County, Missouri; and,

WHEREAS, sections 137.073 and 137.115, RSMo, and Missouri Constitution, article X, section 22, require tax levies to be revised as a result of general reassessment; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri that, after calculation of the revisions mandated by statute and the Constitution, there is hereby levied for the [2020] 2021 tax year the rate of six and fifty-nine hundredths (6.59) cents per one hundred dollars of assessed valuation on all taxable property for the Jackson County Board of Services for the Developmentally Disabled (Sheltered Workshop).

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5542 introduced on September 13, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5542.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$5,000,000.00 from the undesignated fund balance of the 2021 CARES Act Fund to support the Jackson County Health Department, allow the continued employment of contact tracers, increase vaccination efforts and availability, and pay other costs necessary in connection with the fight against the ongoing Coronavirus/COVID-19 pandemic through the end of 2021.

ORDINANCE NO. 5545, September 20, 2021

INTRODUCED BY Charlie Franklin, County Legislator

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

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

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

WHEREAS, with the funding provided by this appropriation, the Jackson County Health Department will maintain the continued employment of contact tracers to ensure all cases of COVID-19 are appropriately tracked to minimize any further spread of the virus and continue its vaccination and testing efforts within and throughout the entire County; now therefore,

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
CARES Act Fund 040-9999	32810- Undesignated Fund Balance	\$5,000,000	
Jackson County Health Department 040-2603	56790- Other Contractual Services		\$5,000,000

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5545 introduced on September 20, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature


I hereby approve the attached Ordinance No. 5545.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 040 9999 32810
ACCOUNT TITLE: CARES Act Fund
Undesignated Fund Balance
NOT TO EXCEED: \$5,000,000.00



Date



Chief Administrative Officer

Request for Legislative Action

Ord. #5545

Sponsor: Charlie Franklin

Date: September 20, 2021

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5545
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	9/20/2021

Introduction

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

Project/Title:

Appropriating \$5 million in CARES Act funding to continue the expanded operations of the Jackson County Health Department for COVID-19 testing, contact tracing, and vaccinations through the end of 2021.

Request Summary

This ordinance will allocate \$5 million in CARES Act funding to the Jackson County Health Department to continue its expanded operations to mitigate the impact of COVID-19 by continued testing, contact tracing, and vaccinations for all residents of Jackson County outside of Independence and Kansas City. Current costs of the Health Department have been reimbursed to Truman Medical Center through the end of July 2021 with \$85,992.83 remaining available from the most recent \$3 million appropriation by Ordinance #5491. Monthly costs of the operations of the Jackson County have averaged about \$600,000 per month for most of the time during the pandemic. A total of \$586,933.27 will remain unexpended by the County out of \$122,6 million in CARES Act funding received in 2020.

Contact Information

Department:	County Executive Office	Submitted Date:	9/2/2021
Name:	Troy Schulte	Email:	TSchulte@jacksongov.org
Title:	County Administrator	Phone:	816-881-1079

Budget Information

Amount authorized by this legislation this fiscal year:	\$5,000,000		
Amount previously authorized this fiscal year:	\$3,000,000		
Total amount authorized after this legislative action:	\$8,000,000		
Is it transferring fund?	Yes		
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
040 (CARES Act)	9999 (*)	32810 (Undesignated Fund Balance)	\$5,000,000

Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
040 (CARES Act)	2603 (Jackson County Health Department)	56790 (Other Contractual Services)	\$5,000,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5491	March 8, 2021
5369	June 22, 2020
5333	May 4, 2020
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: Appropriation of Funds	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

History

Troy Schulte at 9/2/2021 9:02:53 PM - [Submitted |]

Department Director: Sylvya Stevenson at 9/3/2021 9:13:05 AM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 9/7/2021 9:00:07 AM - [Not applicable |]

Compliance: Jaime Guillen at 9/7/2021 11:03:23 AM - [Approved |]

Finance (Budget): Mark Lang at 9/8/2021 3:49:31 PM - [Approved | The fiscal note has been attached.]

Executive: Sylvya Stevenson at 9/8/2021 6:25:14 PM - [Approved |]

Legal: Elizabeth Freeland at 9/16/2021 8:32:57 AM - [Approved |]

Supplemental Appropriation Request Jackson County, Missouri

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

Date: September 8, 2021

Ord #	5545
eRLA ID #:	224

Org Code/Description	Object Code/Description	From	To
040 CARES Act			
9999 -	32810 Undesignated Fund Balance	\$ 5,000,000	\$ -
2603 Jackson County Health Department	56790 Other Contractual Services	-	5,000,000
		\$ 5,000,000	\$ 5,000,000

APPROVED
By Mark Lang at 3:46 pm, Sep 08, 2021

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE accepting a grant in the amount of \$6,239,932.00 received from the U.S. Treasury relating to emergency rental assistance authorized by the American Rescue Plan Act of 2021, appropriating \$6,239,932.00 from the undesignated fund balance of the 2021 Grant Fund, and authorizing the County Executive to execute an addendum to the Cooperative Agreement with the Community Services League of Independence, MO, to administer the rental assistance funding on behalf of Jackson County, at a cost to the County not to exceed \$6,239,932.00.

ORDINANCE NO. 5546, September 20, 2021

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, on March 11, 2020, the World Health Organization declared a pandemic due to COVID-19; and,

WHEREAS, the United States government has approved multiple emergency relief packages to provide funds to the County, other local governments, and citizens to meet unanticipated public health and economic needs caused by the pandemic; and,

WHEREAS, an emergency rental assistance (ERA) program included within the Consolidated Appropriations Act, 2021, makes available \$25 billion to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic; and,

WHEREAS, on January 26, 2021, the County received its initial allocation of ERA funds from the U.S. Treasury in the amount of \$11,550,205.00; and,

WHEREAS, by Ordinance 5493, dated March 15, 2021, the Legislature did appropriate the ERA funds and authorize a Cooperative Agreement with the Community Services League (CSL) of Independence, MO, to administer the expenditure of funds; and,

WHEREAS, the County is required to use the funds to provide assistance to eligible households through existing or newly created rental assistance programs; and,

WHEREAS, the County may only use the funds to provide financial assistance in the form of rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak, as defined by the Secretary of the Treasury, to eligible households; and,

WHEREAS, to be eligible, a household must be obligated to pay rent on a residential dwelling and the County must determine that one or more individuals within a household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak; one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and the household has a household income at or below 80% of the area's median income; and,

WHEREAS, pursuant to the American Rescue Plan Act of 2021, the U.S. Congress has made an additional \$21.55 billion available for ERA; and,

WHEREAS, because Jackson County qualifies as “high need” as defined by Congress, it has received two tranches of these funds totaling \$6,239,932.00; and,

WHEREAS, it is appropriate that these ERA funds continue to be maintained in a separate and identified County special revenue fund and not commingled with the general or other special revenue funds of the County; and,

WHEREAS, under the ERA2 Program, any current payments to tenants, as opposed to payments to landlords, must be approved by the Legislative Auditor, and rental assistance will be capped at \$1,569.00 per month, reflecting the average market rent for a four-bedroom unit in the Kansas City Metropolitan Area; and,

WHEREAS, the execution of an addendum to the existing Cooperative Agreement with CSL for the administration of these funds throughout the County, is in the best interests of the health, safety, and welfare of the citizens of the County; now therefore,

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Emergency Rental Asst 2 010-1040	45234- Increase Revenues	\$3,655,655	
Emergency Rental Asst High Need 010-1041	45239- Increase Revenues	\$2,584,277	

010-32810	Undesignated Fund Balance	\$6,239,932
010-32810	Undesignated Fund Balance	\$6,239,932
Emergency Rental Assistance Emergency Rental Asst 2 010-1040	56789- Outside Agency Funding	\$3,655,655
Emergency Rental Asst High Need 010-1041	56789- Outside Agency Funding	\$2,584,277

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute an addendum to the Cooperative Agreement with the CSL in a form to be approved by the County Counselor; and,

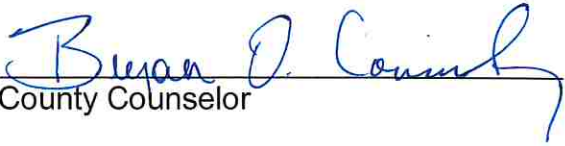
BE IT FURTHER ORDAINED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5546 introduced on September 20, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5546.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$6,239,932.00

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

ACCOUNT NUMBER: 010 1040 56789
ACCOUNT TITLE: Grant Fund
Emergency Rental Asst 2
Outside Agency Funding
NOT TO EXCEED: \$3,655,655.00

ACCOUNT NUMBER: 010 1041 56789
ACCOUNT TITLE: Grant Fund
Emergency Rental Asst High Need
Outside Agency Funding
NOT TO EXCEED: \$2,584,277.00

9/16/2021
Date


Chief Administrative Officer

Request for Legislative Action

Ord. #5546

Sponsor: Dan Tarwater III

Date: September 20, 2021

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5546
Sponsor(s):	Daniel T. Tarwater III	Legislature Meeting Date:	9/20/2021

Introduction

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

Project/Title:

Accepting \$3,655,654.64 in Emergency Rental Assistance Program (ERAP2) funds and \$2,584,276.52 in High-Need Emergency Rental Assistance funds in the Grants Fund (010); appropriating \$6,239,931.16 in the Grants Fund (010) for the Emergency Rental Assistance Program; Authorizing the County Executive to amend an existing agreement with the Community Services League, Inc in the amount of \$6,239,931.16 for the provision of emergency rental assistance in Jackson County outside of Kansas City, Missouri

Request Summary

This ordinance accepts and appropriates a total of \$6,239,931.16 in additional federal emergency rental assistance funding received by Jackson County. This ordinance also authorizes the County Executive to amend and extend an existing contract with the Community Services League, Inc. (CSL) through 2022 in the amount of \$6,239,931.16 for emergency rental assistance program administration for residents of Jackson County and outside of Kansas City, Missouri. It also continues the partnership with CSL and the United Way of Greater Kansas City for an eviction prevention program for Jackson County and Kansas City residents currently in the Sixteenth Circuit Court of Missouri. Allowable administration costs of 10% of the total grant proceeds or \$623,993 will be split between CSL and all agencies involved in the administration of this grant. In addition, two new procedures will be implemented with this phase of the grant: 1.) any direct payments to tenants instead of landlords must be preapproved by the County Legislative Auditor; and 2.) rental assistance will be capped at \$1569 per month per tenant reflecting the fair market value of a four-bedroom unit in the Kansas City metropolitan area.

Contact Information

Department:	County Executive Office	Submitted Date:	9/7/2021
Name:	Troy Schulte	Email:	TSchulte@jacksongov.org
Title:	County Administrator	Phone:	816-881-1079

Budget Information

Amount authorized by this legislation this fiscal year:	\$6,239,931
Amount previously authorized this fiscal year:	\$11,550,205
Total amount authorized after this legislative action:	\$17,790,136
Is it transferring fund?	Yes

Request for Legislative Action

Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$6,239,931
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	1040 (Emergency Rental Asst 2)	56789 (Outside Agency Funding)	\$3,655,655
010 (Grant Fund)	1041 (Emerg Rental Asst High Need)	56789 (Outside Agency Funding)	\$2,584,277

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5493	March 15, 2021
Prior Resolution	
Resolution:	Resolution date:
20629	March 1, 2021

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

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

Request for Legislative Action

Fiscal Information

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

History

Troy Schulte at 9/7/2021 3:49:54 PM - [Submitted | Sarah Matthes has prepared the required fiscal note]

Department Director: Sylvya Stevenson at 9/7/2021 4:01:46 PM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 9/7/2021 4:12:03 PM - [Not applicable |]

Compliance: Katie M. Bartle at 9/8/2021 11:23:00 AM - [Approved |]

Finance (Budget): Sarah L. Matthes at 9/8/2021 12:05:13 PM - [Returned for more information | To change language from "estimated" to "accept and appropriate"]

Submitter: Troy Schulte at 9/8/2021 12:18:37 PM - [Submitted | Language change made]

Department Director: Sylvya Stevenson at 9/8/2021 12:56:50 PM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 9/8/2021 1:15:55 PM - [Not applicable |]

Compliance: Katie M. Bartle at 9/9/2021 9:07:17 AM - [Approved |]

Finance (Budget): Sarah L. Matthes at 9/9/2021 11:01:22 AM - [Approved |]

Executive: Troy Schulte at 9/9/2021 12:09:37 PM - [Approved |]

Legal: Elizabeth Freeland at 9/16/2021 8:31:56 AM - [Approved |]

Fiscal Note:

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

Date: September 16, 2021

ORD # 5546
eRLA ID #: 233

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>From</u>	<u>To</u>
010 Grant Fund			
1040 Emergency Rental Assistance 2	45238 Emergency Rental Assistance 2	\$ 3,655,655	\$ -
1041 Emergency Rental Assistance High Need	45239 Emerg Rental Asst High Need	2,584,277	-
9999	32810 Undesignated Fund Balance	-	6,239,932
<hr/>			
9999 -	32810 Undesignated Fund Balance	6,239,932	
1040 Emergency Rental Assistance 2	56789 Outside Agency Funding	-	3,655,655
1041 Emergency Rental Assistance High Need	56789 Outside Agency Funding	-	2,584,277
<hr/>			
		<u>\$ 6,239,932</u>	<u>\$ 6,239,932</u>

Fiscal Note:

This expenditure was included in the Annual Budget

PC# _____

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
010 Grant Fund		
1040 Emergency Rental Assistance 2	56789 Outside Agency Funding	\$ 3,655,655
1041 Emergency Rental Assistance High Need	56789 Outside Agency Funding	2,584,277
<hr/>		
		<u>\$ 6,239,932</u>

APPROVED
By Mark Lang at 10:45 am, Sep 16, 2021

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$397,366.00 from the undesignated fund balance of the 2021 General Fund to fund the Family Court Division's emerging adult programs and services.

ORDINANCE NO. 5547, September 20, 2021

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, due to legislation recently adopted by the Missouri General Assembly, the age of youths under the jurisdiction of juvenile courts was raised to seventeen years old; and,

WHEREAS, the Family Court Division has a need to increase funding for emerging adults in juvenile courts in response to this amendment; and,

WHEREAS, an appropriation is necessary in order to place the additional funds provided by the State of Missouri to meet this need in the proper spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be made from the undesignated fund balance of the 2021 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
001-9999	45031 – Juvenile Salaries	\$397,366	
001-9999	32810- Undesignated Fund Balance		\$397,366
001-9999	32810- Undesignated Fund Balance	\$397,366	
Family Court			
001-2101	55010- Regular Salaries		92,304
001-2101	55040- FICA Taxes		7,062
001-2101	55050- Pension Contributions		12,646
001-2101	55060- Insurance Benefits		14,175
001-2101	56080- Other Professional Services		57,184
001-2101	56430- Telephone Utility		5,400
001-2101	56790- Other Contractual Services		136,950
001-2101	57230- Other Operating Supplies		42,900
001-2101	58150- Office Furniture & Fixtures		17,525
001-2101	58170- Other Equipment		720
001-2101	58171- Personal Computers/Accessories		10,500

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

APPROVED AS TO FORM:

John D. Hader
Chief Deputy County Counselor

Bryan O. Connors
County Counselor

I hereby certify that the attached ordinance, Ordinance No 5547 introduced on September 20, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5547.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 001 9999 32810
ACCOUNT TITLE: General Fund
Undesignated Fund Balance
NOT TO EXCEED: \$397,366.00

9/16/2021
Date

[Signature]
Chief Administrative Officer

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5547
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	9/20/2021

Introduction
Action Items: ['Appropriate']
Project/Title:
Ordinance appropriating funds to support the additional services needed for Emerging Adult Population

Request Summary
<p>This is a request to appropriate an additional \$397,366.00 from the 2021 general revenue undesignated fund balance to the Family Court Division general fund in response to legislation that raises the age of youth to 17 that are handled by juvenile courts in Missouri as of July 1, 2021. The plan for servicing the emerging adults in juvenile courts is attached and provides the justification for the requested additional appropriations for this year in order to provide more staffing and resources to meet the new requirements set forth by the Missouri legislature.</p> <p>Please appropriate the \$397,366.00 into the accounts listed within this request.</p>

Contact Information			
Department:	Circuit Court	Submitted Date:	8/13/2021
Name:	Carl.Bayless	Email:	carl.bayless@courts.mo.gov
Title:	Grant/Revenue/Contract Accountant	Phone:	816-435-4775

Budget Information			
Amount authorized by this legislation this fiscal year:			\$397,366
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$397,366
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$397,366

Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	2101 (Family Court)	55010 (Regular Salaries)	\$92,304
001 (General Fund)	2101 (Family Court)	55040 (FICA Taxes)	\$7,062
001 (General Fund)	2101 (Family Court)	55050 (Pension Contribution)	\$12,646
001 (General Fund)	2101 (Family Court)	55060 (Insurance Benefits)	\$14,175
001 (General Fund)	2101 (Family Court)	56080 (Other Professional Services)	\$57,184
001 (General Fund)	2101 (Family Court)	56430 (Telephone Utility)	\$5,400
001 (General Fund)	2101 (Family Court)	56790 (Other Contractual Services)	\$136,950
001 (General Fund)	2101 (Family Court)	57230 (Other Operating Supplies)	\$42,900
001 (General Fund)	2101 (Family Court)	58150 (Office Furniture & Fixtures)	\$17,525
001 (General Fund)	2101 (Family Court)	58170 (Other Equipment)	\$ 720
001 (General Fund)	2101 (Family Court)	58171 (Personal Computers/Accessories)	\$10,500

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

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

Request for Legislative Action

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

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

History
<p>Carl.Bayless at 8/13/2021 4:34:24 PM - [Submitted]</p> <p>Department Director: Theresa Byrd at 8/27/2021 4:57:02 PM - [Approved]</p> <p>Finance (Purchasing): Barbara J. Casamento at 8/30/2021 8:32:48 AM - [Not applicable]</p> <p>Compliance: Katie M. Bartle at 8/30/2021 10:36:12 AM - [Approved eRLA 203]</p> <p>Finance (Budget): Mark Lang at 9/1/2021 3:03:19 PM - [Approved The fiscal note has been attached.]</p> <p>Executive: Sylvia Stevenson at 9/2/2021 10:48:38 AM - [Approved]</p> <p>Legal: Elizabeth Freeland at 9/16/2021 8:30:42 AM - [Approved]</p>

Supplemental Appropriation Request Jackson County, Missouri

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

Date: September 1, 2021

Ord #	5547
eRLA ID #:	203

Org Code/Description	Object Code/Description	From	To
001 General Fund			
9999 -	45031 Juvenile Salaries	\$ 397,366	\$ -
9999 -	32810 Undesignated Fund Balance	-	397,366
<hr/>			
9999 -	32810 Undesignated Fund Balance	397,366	
2101 Family Court	55010 Regular Salaries	-	92,304
	55040 FICA Taxes	-	7,062
	55050 Pension Contribution	-	12,646
	55060 Insurance Benefits	-	14,175
	56080 Other Professional Services	-	57,184
	56430 Telephone Utility	-	5,400
	56790 Other Contractual Services	-	136,950
	57230 Other Operating Supplies	-	42,900
	58150 Office Furniture & Fixtures	-	17,525
	58170 Other Equipment	-	720
	58171 Personal Computers/Accessories	-	10,500
		\$ 397,366	\$ 397,366

APPROVED
By Mark Lang at 3:02 pm, Sep 01, 2021

Budget Office

Raise the Age Legislation Response
Outline – Utilization of Funding August 2021 – June 2022

Serving Emerging Adults in Juvenile Justice

As of July 1, 2021, the legislature will begin providing funding for juvenile courts to handle the prosecution of 17 year old youth, raising the age of juvenile court jurisdiction in Missouri.

Older youth who have committed delinquent offenses experience similar benefits from juvenile-court intervention as younger youth.¹ However, older youth have specific needs and circumstances that make standard probation less practical and standard probation orders less relevant to their situations. These youth are nearing adulthood and are approaching the end of the period where they can reasonably remain under the supervision of parents and in a structured classroom setting. These older youth often need to finish or continue their education, find employment, access mental health services, obtain housing and develop the life skills including budgeting and financial education. Youth in college, young parents, young adults with disabilities or medical needs, or those who identify as LGBTQ may need different resources.

Work from the Urban Institute and Annie E. Casey Foundation indicates that jurisdictions across the country are moving toward models of treatment and prevention that divert most youth from the formal juvenile justice system and reduce the number of youth on probation.² These researchers and policy advocates promote ideas of reducing the length of time juveniles spend on probation in an effort to minimize harm to youth, use courts' limited resources more efficiently, and advance racial equity.

Workload and Staffing Requirements

The increase in referrals will result in more diversion cases, hearings, detainments, and probation cases. The following table provides an overview of the numbers estimates.

Overview of Workload Estimates (Annual)

Referrals	640
Diversion Cases	328 youth
Petitions	80
Hearings	272
Detained Youth	48 youth
Probation	40 youth

This increase in workload will require additional staff to handle the cases and serve the youth.

¹ Illinois Department of Human Services, *Findings: Why Should 17-Year-Olds Be in Juvenile Court?*, <https://www.dhs.state.il.us/page.aspx?item=64924>.

² Samantha Harvell et al., *Transforming Juvenile Probation: Restructuring Probation Terms to Promote Success* (Urban Institute, April 2021).

Planning and Programming

I. Front End

The Juvenile Officer sent a letter to the Kansas City Missouri Police Department (KCPD) regarding the change in legislation. KCPD personnel agreed to share the information with police departments in the surrounding municipalities. Staff in Assessment and Development contacted Court Administrators and police departments in several of the larger municipalities in Jackson County to discuss procedures and workload estimates.

Legal Services will transfer legally sufficient referrals to the Emerging Adults Resource Unit (EARU) for diversion case planning. The Juvenile Officer plans to file formal cases for 17 year old youth referred for serious and/or violent offenses.

II. Court-Related Issues

Workload estimates indicate the need for an additional judicial officer and staff as well as an additional attorney for the juvenile officer. Case processing for 17 year old youth with formal cases will proceed in the usual fashion on the delinquency docket.

III. Services

We plan to phase in implementation of the core case management program followed by social enterprise programming for vocational training and employment.

Core Program Development and Foundations of Case Management
5 organizing features (further details in Attachment A)³:

1. Theory Of Change/Theory of Action
2. Forging Community Partnerships
3. Individualizing
4. Improvement and Goal-Based, Not Sanction and Time-Based
5. Focus on Strengths, Not Deficits
6. Use of “Care-Full” Responses to Noncompliance

We will use these organizing principles to craft a motivational interviewing style of assessment and goal setting. Community resources will include educational, vocational, substance abuse treatment, mental health counseling, housing, medical, social, and spiritual as needed with each individual youth.

Funding for wrap-around services will be required for youth diverted from formal processing as well as youth adjudicated and ordered to juvenile services. Wrap-around services will include assistance with rent, transportation, educational and training costs, vocational certification costs, household goods, clothing, fees for prosocial activities and other supplies.

³ William T. Grant Foundation. Columbia Justice Lab. A Roadmap to Reform: Key Elements of Specialized Probation for Emerging Adults. April 2021.

IV. Vocational Opportunities

We will develop relationships with local business owners to provide vocational training opportunities to generate employment for our 17 year old youth.

The opportunities include but are not limited to the following:

- Heating, Ventilation and Air Conditioning (HVAC)
- Plumbing
- Tile Installation
- Landscaping
- Painting
- Precision Machining
- Welding
- Renewable Energy
- Food Industry, including Barista

Cost Estimates

Cost estimates include:

1. Personnel costs for the fourth quarter of 2021 and the full year salary and benefits costs for required staff in 2022;
2. Equipment costs; and,
3. Estimated costs for contracted and wrap-around services.

Table 1. Personnel Costs – 4th Quarter 2021

Position	Count	Salary	Benefits	Total Cost
Attorney for the Juvenile Officer	1	\$13,722.80	\$4,995.99	\$18,718.79
Paralegal	1	\$11,174.80	\$4,444.35	\$15,619.15
Program Manager (County Grade 8)	1	\$13,338.00	\$4,912.68	\$18,250.68
Youth Transition Coach – Post Adjudication (County Grade 6)	1	\$10,613.20	\$4,322.76	\$14,935.96
Youth Transition Coach – Diversion (County Grade 6)	1	\$10,613.20	\$4,322.76	\$14,935.96
Home Detention Monitor (County Grade 5)	1	\$8,210.59	\$3,802.59	\$12,013.19
Navigators (County Grade 5)	3	\$24,631.78	\$7,357.78	\$31,989.56
Total	9	\$92,304.37	\$33,882.00	\$126,186.00

Table 2. Personnel Costs – Full Year (2022)

Position	Count	Salary	Benefits	Total Cost
Family Court Commissioner	1	\$137,745.12	\$29,654.84	\$167,399.96
Law Clerk	1	\$43,763.20	\$17,574.73	\$61,337.93
Judicial Administrative Assistant	1	\$32,184.67	\$15,067.98	\$47,252.65
Attorney for the Juvenile Officer	1	\$54,891.20	\$19,983.94	\$74,875.14
Paralegal	1	\$44,699.20	\$17,777.38	\$62,476.58
Program Manager (County Grade 8)	1	\$53,352.00	\$19,650.71	\$73,002.71
Youth Transition Coach – Post Adjudication (County Grade 6)	1	\$42,452.80	\$17,291.03	\$59,743.83
Youth Transition Coach – Diversion (County Grade 6)	1	\$42,452.80	\$17,291.03	\$59,743.83
Home Detention Monitor (County Grade 5)	1	\$32,842.37	\$15,210.37	\$48,052.74
Navigators (County Grade 5)	3	\$98,527.10	\$29,431.12	\$127,958.22
Total	12	\$582,910.46	\$198,933.13	\$781,843.59

Table 3. Estimates for Equipment

Equipment	Estimated Costs
Laptop Computer	\$10,500.00

Docking Station	\$720.00
Mobile Phone and Service	\$5,400.00
Total	\$16,620.00

Table 4. Estimates for Wrap-Around Goods and Services Funding - 4th Quarter 2021

Wrap-Around/Support Service for Youth	Estimated Costs
Housing assistance	\$66,000.00
Mental Health Services	\$16,500.00
Substance Abuse and Medical Services	\$19,800.00
Transportation assistance	\$9,900.00
Educational expenses	\$24,750.00
Vocational certification and supplies	\$19,800.00
Household goods	\$9,900.00
Fees, equipment and supplies for prosocial activities	\$13,200.00
Total	\$179,850.00

Table 5. Estimates for Wrap-Around Goods and Services Funding – Full Year 2022

Wrap-Around/Support Service for Youth	Estimated Costs
Housing assistance	\$200,000
Mental Health Services	\$50,000
Substance Abuse and Medical Services	\$60,000
Transportation assistance	\$30,000
Educational expenses	\$75,000
Vocational certification and supplies	\$60,000
Household goods	\$30,000
Fees, equipment and supplies for prosocial activities	\$40,000
Total	\$545,000

Table 6. Contracted Representation for Appeals - 4th Quarter 2021

Contracted Representation (6 cases x \$2,500 per case)	\$15,000.00
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Table 7. Contracted Representation for Appeals – Full Year 2022

Contracted Representation (10 cases x \$2,500 per case)	\$25,000.00
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Cost Estimates Summary

Table 8. Summary Fourth Quarter 2021

Category	Cost
Personnel (Salary and Benefits)	\$126,186.00
Equipment	\$16,620.00
Wrap Around Services	\$179,850.00
Contracted Services (Appeals)	\$15,000.00
Total	\$397,365.00

Table 9. Summary Full Year 2022

Category	Cost
Personnel (Salary and Benefits)	\$781,843.59
Mobile Phone Service	\$5,400.00
Wrap Around Services	\$545,000.00
Contracted Services (Appeals)	\$25,000.00
Total	\$1,357,243.59

Attachment A – Emerging Adults Specialized Probation Model Components

We are developing a plan based on the Emerging Adults Specialized Probation – Columbia Justice Lab/William T. Grant Foundation components in the model described below.

1. THEORY OF CHANGE/THEORY OF ACTION

Rather than focusing on compliance, providers who root their practice in a theory of change or theory of action believe that young people can change and will do so through seeing the fruits of their own actions, along with positive reinforcement of good choices. A theory of action/change can drive overall programmatic development and guide individual practice. A strong theory of change allows creative and flexible individualized service provision, while ensuring that the most appropriate practices are used to best serve emerging adults. This theory should drive the hiring, training, and oversight of probation personnel, thereby ensuring that quality care is administered by skilled, dedicated staff, and staff must be trained and supervised based on this theory of change.⁶⁷ It can also inspire officials to engage emerging adults in the design and implementation of probationary services. The theory should be primarily comprised of the remainder of the key ingredients listed below.

2. FORGE COMMUNITY PARTNERSHIPS

This service will hinge on community resources that provide opportunities for growth and connection within the community in which the young person will ultimately remain. Establishing relationships with community organizations that can foster young people's interests and prosocial community connections, particularly with peers. Staff should remain up to date on what resources and programming are available from local groups so they can refer young people to those organizations when appropriate.

3. INDIVIDUALIZE

The transitional period between adolescence and adulthood looks different for each person and is influenced by individual factors such as levels of maturity, histories of trauma, and health and mental health needs. As the brain, and particularly the prefrontal cortex, continues to evolve during emerging adulthood at different rates for each young person, and as young people are subject to different life experiences and resiliency factors, they exhibit varying abilities to control impulse, analyze consequences of their actions, consider longer-term outcomes, and process their emotions. Emerging adults who are found to be "high risk" may also contend with issues in multiple life domains. Further, the social lives and "embeddedness" of emerging adults in social roles vary: family involvement in the lives of emerging adults ranges from intensive to non-existent, and youth may be disconnected from "institutions of informal social control" such as school, work, and romantic relationships, while peers and social networks are oftentimes the most influential forces in their decision making.

For an emerging adult probation caseload to achieve the goal of helping with the important developmental transitions to adulthood, it is vital to acknowledge the individual needs, strengths, resources, and goals of each young person. Standard conditions of probation should be avoided.

4. BE IMPROVEMENT AND GOAL-BASED, NOT SANCTION AND TIME-BASED

To maintain a programmatic focus on development and growth during this transitional life period, emerging adult case plans need to be oriented around achieving articulated goals, instead of tethering plans to specified time periods. Emerging adulthood is a time when “[n]ormative transitions include completing school or vocational training, obtaining and maintaining gainful employment, developing a social network, and becoming a productive citizen.” Yet, entanglement in the justice system during emerging adulthood is “a strong predictor of school drop-out, unemployment, low earnings, welfare dependence, and substance abuse problems.” To help young people avoid this trap, goals should be set to help young people build both the “hard” skills needed to transition into adult roles, as well as the “prosocial skills” needed in order to succeed in those roles, such as “exercising impulse control, emotional self-regulation, and better interpreting others’ intentions.” Goals should be individualized, based on the young person’s needs and also their broader visions for their life trajectories. Finally, goals should be SMART: specific, measurable, attainable, relevant, and timely. Shifting to a goal-based model aligns with research, which has found that “positive reinforcement is more effective in long-term behavior change than sanctions.” Reaching specified programmatic goals can therefore be incentivized by providing rewards such as paid jobs and internships, entry to popular recreational activities, loosening of behavior restrictions.

5. FOCUS ON STRENGTHS, NOT DEFICITS

Case plans should be driven by goals that are targeted towards building upon young people’s strengths and creating opportunity in those areas, rather than the traditional model that focuses on “fixing” young people and their problems. Within the context of juvenile justice, the Positive Youth Development (PYD) model has successfully focused on young people’s “individual growth and their achievement of key developmental stages.” Because this model is based on adolescent development, which research often extends through emerging adulthood, it can be applied to emerging adult justice. PYD models endeavor to foster attachments to “social resources that facilitate healthy development and discourage harmful behavior.” While the focus for youth tends to be on forming these connections with grown adults, relationships with prosocial peers may be particularly important for emerging adults, as they tend to highly value the influence of their peers. The PYD model suggests that asset development and acquisition occurs in the variety of contexts that are present in young people’s “natural environment:” schools, workplaces, community organizations, social programs, and neighborhoods. Strength-based emerging adult probation should therefore aim to build up the young person by fostering relationships in a variety of spheres, beginning with the young person’s relationship with the probation official who can learn the individual’s assets and passions and help them build connections in those areas.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$28,000.00 within the 2021 Sheriff's Revolving Fund to provide for necessary security enhancements and upgraded windows at the Sheriff's Office's General Headquarters building from an existing County term and supply vendor.

RESOLUTION NO. 20760, September 20, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Sheriff has recommended certain security improvements in the entryway, transoms, and training room at the Sheriff's Office General Headquarters building (GHQ); and,

WHEREAS, the Sheriff has requested that the windows on the southeast side of GHQ be replaced with level two, ballistic resistant glass that will stop most handgun rounds; and,

WHEREAS, the recommended work will be performed by an existing County term and supply vendor; and,

WHEREAS, a transfer is necessary to place the funds necessary for this improvement in the proper spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be and hereby is made within the 2021 Sheriff's Revolving Fund:

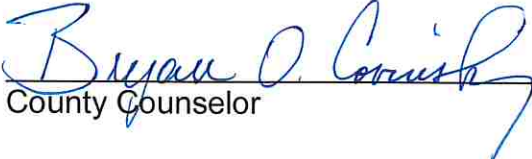
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Sheriff's Revolving Fund			
Sheriff			
048-4201	56830-Contingency	\$28,000	
048-4201	58020-Buildings & Improvements		\$28,000

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20760 of September 20, 2021, was duly passed on _____, 2021 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: 048 4201 56830
ACCOUNT TITLE: Sheriff's Revolving Fund
Sheriff
Contingency
NOT TO EXCEED: \$28,000.00

9/15/2021

Date



Chief Administrative Officer

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20760
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	9/20/2021

Introduction
Action Items: ['Transfer']
Project/Title:
Transferring \$28,000 within the 2021 Sheriff Revolving Fund to cover the cost of upgrading windows at the Sheriff's Office General Headquarters, "GHQ", by Binswanger Glass of Independence, MO.

Request Summary
<p>The Sheriff's Office requests the transfer of funds to purchase ballistic resistant windows for the entrance and front of the building at the Sheriff's Office General Headquarters, "GHQ". This will upgrade the windows in the training room on the southeast side of GHQ and the glass in the south entrance door, as well as all transoms. Per Sergeant Charles DeGroff, the replacement glass would be Level 2 ballistic resistant glass and will stop most handgun rounds. This will enhance the safety of GHQ while also replacing the current windows which have lost their thermal qualities and are getting hazy due to air infiltration.</p> <p>Binswanger Glass of Independence, MO, a current county Term & Supply vendor, provided a proposal to replace and upgrade the windows at a total cost of \$28,000. This includes removal and disposal of the old glass.</p> <p>We are requesting a budget transfer of \$28,000 within the Sheriff's Revolving Fund from Revolving Fund - Contingency 048-4201-56830 to Revolving Fund - Buildings & Improvements 048-4201-58020.</p>

Contact Information			
Department:	Sheriff	Submitted Date:	7/26/2021
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Budget Information	
Amount authorized by this legislation this fiscal year:	\$28,000
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$28,000
Is it transferring fund?	Yes
Transferring Fund From:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
048 (Sheriff Revolving Fund)	4201 (Sheriff)	56830 (Contingency Fund)	\$28,000
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
048 (Sheriff Revolving Fund)	4201 (Sheriff)	58020 (Buildings & Improvements)	\$28,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20344	January 13, 2020

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

Compliance	
Certificate of Compliance	
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"> Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

Request for Legislative Action

History

Elizabeth A. Money at 7/26/2021 3:21:58 PM - [Submitted |]

Department Director: Ronald A. Fletcher at 7/26/2021 4:05:14 PM - [Returned for more information | Beth, I don't see the description anywhere that talks about the windows to be replaced, how many, etc. Is that listed somewhere in the proposal? I see it's mentioned in the memorandum, but that is not a binding document between us and the glass company. Please advise, thanks.]

Submitter: Elizabeth A. Money at 8/9/2021 8:08:58 AM - [Submitted | The updated proposal is attached.]

Department Director: Ronald A. Fletcher at 8/9/2021 9:40:50 AM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 8/9/2021 11:11:54 AM - [Returned for more information | Please make the following changes:(1) Take "authorize" off the action - you are only asking for a transfer here; contract has already been awarded;(2) In the summary: remove "The Sheriff's Office recommends purchasing the windows, pursuant to Section 1054.6 of the Jackson County Code, from Binswanger Glass of Independence, Missouri under the terms and conditions set forth in Term and Supply Contract No. 44-19 an existing competitively bid Jackson County Contract"(3) Remove this section from your memorandum too(4) Vendor needs to state "Contract No. 44-19" on the quote and remove the statements above pricing going up and the quote only being good for 45 days. If this does not happen, we will have to bid this job]

Submitter: Elizabeth A. Money at 9/1/2021 1:39:02 PM - [Submitted | Action and Summary have been updated. The Binswanger Glass proposal has also been updated as requested.]

Department Director: Ronald A. Fletcher at 9/1/2021 2:37:37 PM - [Approved | Approved. Major Ron Fletcher]

Finance (Purchasing): Barbara J. Casamento at 9/1/2021 3:38:27 PM - [Not applicable |]

Compliance: Katie M. Bartle at 9/2/2021 10:24:56 AM - [Approved |]

Finance (Budget): Mark Lang at 9/3/2021 2:38:55 PM - [Approved | The fiscal note has been attached.]

Executive: Sylvya Stevenson at 9/3/2021 3:10:17 PM - [Approved |]

Legal: Elizabeth Freeland at 9/15/2021 12:20:16 PM - [Approved |]

Fiscal Note:

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

PC# 420121011 000

Date: September 15, 2021

RES # 20760
eRLA ID #: 184

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>From</u>	<u>To</u>
<u>048 Sheriff Revolving Fund</u>			
4201 Sheriff	56830 Contingency	\$ 28,000	\$ -
4201 Sheriff	58020 Buildings & Improvements	-	28,000
		<u>\$ 28,000</u>	<u>\$ 28,000</u>

APPROVED
By Mark Lang at 9:21 am, Sep 15, 2021

Budget Office



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

INTER-OFFICE MEMO

To: Purchasing
CC: Captain David Epperson & Sergeant Charles DeGroff
From: Beth Money, Office Administrator
Re: RLA to Replace Windows by Binswanger Glass of Independence, MO
Date: August 31, 2021

The Sheriff's Office requests the transfer of funds to purchase ballistic resistant windows for the entrance and front of the building at the Sheriff's Office General Headquarters, "GHQ". This will upgrade the windows in the training room on the southeast side of GHQ and the glass in the south entrance door, as well as all transoms. Per Sergeant Charles DeGroff, the replacement glass would be Level 2 ballistic resistant glass and will stop most handgun rounds. This will enhance the safety of GHQ while also replacing the current windows which have lost their thermal qualities and are getting hazy due to air infiltration.

Binswanger Glass of Independence, MO, a current county Term & Supply vendor, provided a proposal to replace and upgrade the windows at a total cost of \$28,000. This includes removal and disposal of the old glass.

We are requesting a budget transfer of \$28,000 within the Sheriff's Revolving Fund from Revolving Fund - Contingency 048-4201-56830 to Revolving Fund - Buildings & Improvements 048-4201-58020.

Thank you for your consideration.



Binswanger Enterprises, LLC. dba
Binswanger Glass #586
1530 East 23rd Street S.
Independence, MO 64055

Office - 816.252.3888
Fax - 816.252.8487
Direct - 816.666.9456

Bid Proposal & Contract

e-mail: eortega@binswangerglass.com

Date: Friday, August 6, 2021

Project Name: **Jackson County Sheriff-Ballistic Glass Retrofit**
Location: **4001 NE Lakewood CT
Lee's Summit Mo 64064**

Contract # 44-19

Attention: **Chuck DeGross**
Phone: **816-541-8017**
Cdegross@jacksongov.org

Fax:

Architect: **N/A**
Plan Date: **N/A**

Description of Scope of Work:

Sales Tax: **All applicable taxes included.**

BINSWANGER GLASS proposes to furnish and install per the following:

Glazed Aluminum Entrances and Storefronts

Door Hardware included: Upgrade door hinges to geared continuous hinges, and upgrade to glass stops allowing doors to accept 1" glass.

Scope of work: To replace existing glass in southeast room of the Jackson County Sheriff's office building at 4001 NE Lakewood Court Lee's Summit Mo with attack and bullet resistant glass. This does not include any replacement of storefront or door frames, only the glass within the openings.

Openings included:

- 2 - Door transoms (glass over doors)
- 2 - Door lites
- 4 - Storefront windows that face the south in the southeast room.
- 3 - Storefront windows that face the east in the southeast room.

No aluminum storefront required. Each opening will have a single piece of glass installed.

Glass included: 11 pieces of 1" Clear Level 2 Ballistic Resistant Glass.

Sealants included: Dow Corning CWS structural sealant at all exterior head and sills of work listed above.

Addendums Noted: N/A

Includes removal and disposal of existing glass.

Total Amount of Bid: \$28,000.00

EXCLUSIONS: 1. Wood blocking, 2. Demolition (unless stated otherwise), 3. Glass for mill work, 4. Final cleaning or protection, 5. Liquidated damages and/or other penalties, 6. Provisions for OCIP or CCIP insurance programs.

CLARIFICATIONS AND QUALIFICATIONS:

1. Our proposal is based upon generally accepted glazing standards and/or applicable building codes. Some variation in architectural intent may occur so to meet such criteria. 2. This proposal and offer are contingent upon the signing of a mutually agreed upon contractual instrument. 3. All applicable material warranties will be passed through from the manufacturer without modification by Binswanger Glass. 4. Workmanship warranty will be executed on a standard Binswanger form only. Unless stated otherwise, our standard one (1) year warranty is included as a part of this proposal. 5. Building structure, or any component which our system (s) attach to, must be capable of carrying all loads imposed by our system (s). 6. All schedules must be mutually agreed upon by Binswanger Glass and the customer. 7. All factory and field labor will be performed during normal business hours. 8. It is assumed that electricity will be provided at no additional charge to Binswanger Glass. 9. All sealants to be standard in color. 10. We do not include a cost provision within our proposal for glass broken or damaged by other trades. Any glass breakage caused by Binswanger Glass will be replaced at no additional charge.

Exclusions / Clarifications: 1. No Permits, Fees, Testing Procedures, or Special Inspection Costs are included. 2. No Payment or Performance Bonds are included. No Liquidated Damages are included. 3. No Engineering Calculations or Engineer's Stamp are included. 4. No Demolition, Cutting, Patching or Erection of any Concrete, Masonry, Steel or Wood is included. Backing is to be provided by others. 5. Breakage or Damage to Materials is not covered unless caused by BINSWANGER Glass. Protection of our installed work is excluded. 6. Cleaning or Protection of Glass, Aluminum or Adjacent Materials is excluded. 7. Bid Proposal is based upon NON-UNION Labor and based upon normal working hours. 8. Terms of this Proposal are included as note below (page 2 of this Proposal). 9. Bid Proposal is based upon NORMAL Working Hours - Monday thru Friday 8am to 5 pm. 10. There are NO Mirrors Included in this Bid Proposal unless otherwise stated.

PERFORMANCE AND PAYMENT BONDS (IF REQUIRED ADD 1.5% TO THE BID AMOUNT) "Note: Performance bonds and Labor and Material (Payment) bonds are provided for the construction period only and will include a twelve (12) month warranty period. Regardless of the warranty or maintenance provided by the Principal in the contract, the Surety shall have no liability under the bond for warranty, defective work or defective material claims arising more than one year after project acceptance, as stated in the Defect Bond which will be provided along with the Performance and Payment (Statutory) bonds. Bonds are to be written on Westchester Fire Insurance Company standard forms, or Performance, Statutory and Defect bonds are dependent upon Surety's acceptance of contract terms."

Accepted By: _____

Printed name: _____

Title: _____

Date: _____

Proposed by: *Corey Stockton*

Estimated by: **ERIC ORTEGA**

This Bid Proposal is subject to change if not accepted within 45 Days from August 24th 2021.

Jackson County Sheriff-
Ballistic Glass Retrofit



TERMS AND CONDITIONS

1. Acceptance of this Proposal by the Buyer shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing Binswanger Glass to commence work or preparation for work will constitute acceptance by Buyer of this Proposal and all its terms and conditions. Quotations herein, unless otherwise stated are for immediate acceptance and subject to change if not accepted within the time stipulated hereon, or if not stipulated within 30 days from date thereof.
 2. Binswanger Glass shall be paid monthly progress payments on or before the 10th of each month for the value of work completed plus the amount of materials and equipment suitably stored without retention applied to the contract sum less the aggregate of previous payments to Binswanger Glass. Final payment shall be due 30 days after the work described in this Proposal is substantially completed. Sales of materials only are payable in cash on delivery of goods.
 3. No back charges or claim of the Buyer for services shall be valid except by the agreement in writing by Binswanger Glass before work is executed.
 4. All sums not paid when due shall bear interest at the rate of 1% per month from due date until paid or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorney's fee, shall be paid by Buyer.
 5. If the Buyer fails to make payment to Binswanger Glass as herein provided, then Binswanger Glass may stop work without prejudice to any other remedy it may have.
 6. Buyer is to prepare all work areas so as to be acceptable for Binswanger Glass work under the contract, Binswanger Glass will not be called upon to start work until sufficient areas are ready to insure continued work until job completion.
 7. After acceptance of this Proposal as provided, Binswanger Glass shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Binswanger Glass shall not be responsible for delays and defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the owner, general contractor, architect and/or engineers; armed conflict or economic dislocation resulting therefrom; embargos, shortage of labor, raw materials, production facilities or transportation; labor difficulties, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations; fires, floods and accidents and other Acts of God.
 8. All materials furnished and installed by Binswanger Glass, or furnished only are guaranteed against defects in workmanship for a period of one year as defined in our Limited Warranty Form #GO-106-75, available upon request. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Binswanger will not be responsible for special, incidental or consequential damages. Binswanger Glass shall not be responsible for broken or damaged glass, metal or other materials (except that directly caused by our own employees). Any repair work necessitated by caused damage will be considered an order for extra work and must be requested in writing. No protection or cleaning of glass, metal or other materials is included. Our responsibility for damage or loss in transit ceases upon delivery in good condition to a public carrier.
 9. Work called for herein is to be performed during Binswanger Glass regular working hours. Overtime rates will be charged for all work performed outside such hours at extra cost.
 10. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.
 11. Notwithstanding any provision contained in this Proposal or the contract documents between Owner and Contractor, Binswanger Glass may file a lien or claim on its behalf in the event that any payment to Binswanger Glass is not made as and when provided for by the agreement.
 12. The subcontract form used between Binswanger Glass and the Buyer will be the current AIA Standard Form Subcontract Document A401. Where there is a conflict between the provisions of either the AIA Subcontract Form, or the contract documents between Owner and Contractor, and this Proposal, then this Proposal shall govern.
 13. The Buyer will furnish adequate access to building site, all temporary site facilities including suitable covered storage space and hoisting at no cost to Binswanger Glass.
 14. The Buyer shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Proposal and no liquidated damages may be assessed against Binswanger Glass for delays or causes attributed to other contractors or arising outside the scope of this Proposal.
 15. Buyer shall purchase and maintain Builders Risk Insurance upon the full value of the entire work and/or materials to be supplied, which shall include the interest of Binswanger Glass. Upon acceptance of our Proposal you will be provided certificate of insurance. If your contract calls for insurance in excess of our standard coverage, the increased cost of our insurance will be added to our quoted price. Our standard coverage is \$100,000 each person and \$300,000 each occurrence for bodily injury liability, and \$100,000 property damage liability.
 16. This proposal covers completely our entire understanding and no modification shall be valid, unless written upon, or attached to this proposal, and signed or initiated by the parties hereto.
 17. All site facilities (including but not limited to equipment, structures, personnel, materials, services, utilities or supplies) required or convenient, in whole or in part, for performance of the general contract or for compliance with local, state, federal, or other regulatory body, health or safety rules, ordinances, regulations, specifications or requirements other than are attributable solely to performance under this subcontract shall be furnished and supplied by the general contractor at its own risk and expense and in full compliance with all of such requirements, and the general contractor hereby agrees to indemnify and save the subcontractor harmless from all suits, claims, judgements or demands arising in any way by reason of failure of the general contractor to comply with this provision. The sub-contractor agrees to provide at its own risk and expense all such aforesaid items as are required or convenient solely in connection with its work to be performed hereunder and hereby agrees to indemnify and hold contractor harmless from all suits, claims, judgements and demands in any way arising by reason of failure of the sub-contractor to comply with this provision.
- Limited Warranty.** Binswanger Glass Co. warrants to Buyer only that the material furnished and installed hereunder are free from defects in material (limited to the scope of the manufacturer's warranty in the case of any material) and workmanship for a period of one (1) year from the date of installation, if installed by Binswanger Glass Co., or one (1) year from the date of delivery if not installed by Binswanger Glass Company. In the event the materials furnished and installed hereunder prove to be defective within such period (limited to the scope of the manufacturer's warranty in the case of material), Binswanger Glass Co. will, at its option, repair or replace the defective materials without charge for materials. This remedy shall be the sole and exclusive remedy under this warranty. Binswanger Glass Co. shall not be liable for special, incidental, consequential, or other damages in connection with such defect. This warranty shall not apply to the breakage of glass. Replacement of material under this warranty shall not extend the warranty period applicable to the original material. Any implied warranty of merchandise or implied warranty of fitness for a particular purpose or use applicable to the materials furnished hereunder shall be limited in duration to the period of the warranty extended hereunder. Some states do not allow limitations on how long an implied warranty lasts to the exclusion or limitations of incidental or consequential damages so that the above limitations or exclusions may not apply in the case of this Proposal. To obtain performance under this limited warranty, Buyer must notify Binswanger Glass Co., in writing, at the address on page one hereof.

Accepted By: _____

Date: _____

Printed name: _____

Title: _____

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a thirty-six month term and supply contract with two twelve-month options to extend, for the furnishing of inmate food service for use by the Department of Corrections to Trinity Services Group of Oldsmar, FL, under the terms and conditions of Invitation to Bid No. 27-21.

RESOLUTION NO. 20761, September 20, 2021

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Department of Corrections has need of an experienced food service vendor for the provision of correctional facility food services; and,

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids pursuant to Invitation to Bid No. 27-21 for these services; and,

WHEREAS, a total of thirteen notifications were distributed and three responses were received and evaluated as follows:

<u>VENDOR</u>	<u>COST PER MEAL</u>	<u>EVALUATION POINTS</u>
Trinity Services Group Oldsmar, FL	\$1.468	94
Tiger Correctional Jonesboro, AR	\$1.494	87
Summit Sioux Falls, SD	\$1.646	82

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of

Finance and Purchasing recommends award of a thirty-six month term and supply contract with two twelve-month options to extend to Trinity Services Group of Oldsmar, FL, 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 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 is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award and any necessary extensions; and,

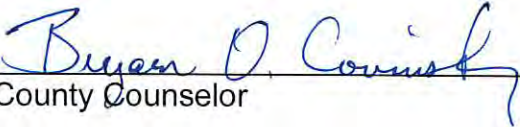
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment, on the contracts and subsequent extensions, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

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. 20761 of September 20, 2021, of was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____


Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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



Date



Chief Administrative Officer

Res. #20761
Sponsor: Ronald E. Finley
Date: September 20, 2021

Request for Legislative Action

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20761
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	9/20/2021

Introduction
Action Items: ['Award']
Project/Title:
Awarding a Thirty-Six Month Contract with up to Two Twelve Month Options to Extend for Jackson County Sheriff's Office, Detention Center for Food Service Management to Trinity Services Group of Oldsmar, Florida under the terms and conditions of Invitation to Bid No. 27-21.

Request Summary
<p>The Jackson County Sheriff's Office, Detention Center, requires a qualified firm to prepare and deliver multiple meals per day to an average of 750-1000 inmates and approximately 150 employees. In 2020, over 825,000 meals were served.</p> <p>The Purchasing Department issued Request for Proposal No. 27-21 to meet these requirements. A total of three responses were received and were evaluated as follows: Tiger Correctional of Jonesboro, AR received 87 points out of 100 and the price per meal was \$1.494. Trinity Services Group of Oldsmar, FL, received 94 points out of 100 and the price per meal was \$1.468. Summit of Sioux Falls, SD, received 82 points out of 100 and the price per meal was \$1.646. The evaluation template is included in the recommendation memo and attached along with the pricing summary. We anticipate an annual spend in the amount of \$1,848,579.00 (1150 meals, three meals per day at a rate of \$1.468).</p> <p>Pursuant to Section 1054.6 of the Jackson County Code the Director of Finance and Purchasing recommends the award of a Term and Supply Contract for Food Service Management to Trinity Correctional of Oldsmar, FL, as the lowest and best proposal received. Trinity Correctional submitted the lowest cost-per meal basis, met all County specifications within Invitation to Bid 27-21, and conducts operations in other American Correctional Association facilities.</p>

Contact Information			
Department:	Corrections	Submitted Date:	8/20/2021
Name:	Deloris M. Wells	Email:	DWells@jacksongov.org
Title:	Deputy Director of Administration	Phone:	816-881-4210

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

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19468	April 24, 2017

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

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

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

Request for Legislative Action

History

Deloris M. Wells at 8/20/2021 9:06:33 AM - [Submitted |]
Department Director: Diana L. Knapp at 8/20/2021 11:17:27 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 8/23/2021 8:48:44 AM - [Returned for more information | The Evaluation Memorandum - the scores for Trinity do not add up; you have one extra score in there; please correct the memorandum]
Submitter: Deloris M. Wells at 8/27/2021 8:50:58 AM - [Submitted | The document has been edited and uploaded. I was not able to delete the original.D. Wells]
Department Director: Diana L. Knapp at 8/30/2021 8:14:17 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 8/30/2021 8:45:01 AM - [Returned for more information | Estimated annual pricing in Request Summary does not add up correctly (1150 meals x 3 = 3450 x 1.468 = \$5,064.60 daily x 365 days per year = \$1,848,579.Final draft of Evaluation Memo does not have the correct points for Trinity]
Submitter: Deloris M. Wells at 9/1/2021 2:36:26 PM - [Submitted | I am not able to remove the original memo I do not have the ability to delete. Please used the attachment saved as "Final". All updates have been completed.]
Department Director: Diana L. Knapp at 9/1/2021 2:46:49 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/2/2021 2:36:53 PM - [Returned for more information | Please correct your final award recommendation memorandum and the Request Summary : if Trinity Services Group only received 81 points (versus Tiger Correctional at 87 points and Summit at 82 points) you would have to recommend award to Tiger. Looking at your first recommendation memorandum you had Trinity at 95 points, which would match up with the recommendation for award; on your first recommendation memorandum, the table for Trinity was incorrect, you had 5 scores with a total (and as written would have added up to 103 points) for Trinity when there are only supposed to be 4 scores and a total.]
Submitter: Deloris M. Wells at 9/7/2021 12:36:47 PM - [Submitted |]
Department Director: Diana L. Knapp at 9/7/2021 1:01:14 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/7/2021 2:05:12 PM - [Approved |]
Compliance: Jaime Guillen at 9/7/2021 3:50:46 PM - [Approved |]
Finance (Budget): Mark Lang at 9/8/2021 2:33:46 PM - [Approved | Fiscal notes are not required for Term & Supply contracts.]
Executive: Troy Schulte at 9/8/2021 3:35:13 PM - [Approved |]
Legal: Elizabeth Freeland at 9/15/2021 12:17:03 PM - [Approved |]



Jackson County Detention Center

Office of the Jackson County Sheriff
Sheriff Darryl Forté



TO: Barbara Casamento, Purchasing Administrator

FROM: Deloris Wells, Deputy Director of Administration- *Deloris Wells*

DATE: July 6, 2021

RE: Request for Proposal 27-21: Recommendation Memo

We reviewed proposals from three respondents, Trinity Services Group Inc, Tiger Food, and Summit. The panel of four evaluated and scored each vendor based on the following criteria:

- Responsiveness to Request for Proposal
- Experience and Qualifications
- References
- Pricing

Results Summary

Evaluation Criteria: Summit	
Responsiveness to Request for Proposal	3
Experience and Qualifications	22
References	7
Pricing	50
Total	82

Evaluation Criteria: Trinity Services Group Inc	
Responsiveness to Request for Proposal	5
Experience and Qualifications	22
References	9
Pricing	58
Total	94

Evaluation Criteria: Tiger Food	
Responsiveness to Request for Proposal	5
Experience and Qualifications	21
References	10
Pricing	51
Total	87



Jackson County Detention Center

Office of the Jackson County Sheriff

Sheriff Darryl Forté



All three vendors had adequate references of clients that were similar in operation and size to the Jackson County Department of Corrections. However, Trinity has a bigger operation with a larger client base. According to their proposal, Trinity “is the largest independent, comprehensive food service provider in the corrections industry, serving roughly 300 million meals a year.”

Each vendor submitted a fixed cost for each meal regardless of population count. Summit was the only vendor that charged a separate fixed cost for both staff and religious meals.

Trinity and Summit also proposed a scaled pricing scheme based on the number of meals served. When the scaled pricing was evaluated, Trinity had the lowest average cost based on population, \$0.084 less than the cost of the Summit’s fixed cost per meal.

We recommend award No. 27-21 to Trinity Services Group Inc. We also recommend utilizing the population-based pricing model. Trinity would be the overall least expensive and provide all the services currently needed.

ABSTRACT OF BIDS

NO	DESCRIPTION	UNIT	QTY	Tiger Correctional Jonesboro AR	Trinity Services Oldsmara FL	Summit Sioux Falls SD	AMOUNT	AMOUNT	AMOUNT
				AMOUNT	AMOUNT	AMOUNT			
	Request for Proposal No. 27-21 Food Services Opens: 9:00 AM, CDT on 6/16/21								
	See Proposal			<i>See bid</i>	<i>See bid</i>	<i>See bid</i>			

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED
 ON: June 16, 2021, BY
Vicki H. Rowland
 CLERK OF THE LEGISLATURE
Barbara Cayamere
 PURCHASING



5.7.13 Pricing

Option 1 Menu Pricing

Pricing is based on the inmate menu provided in the RFP, staff meals, medical diets, and religious diets.

Contract Term	Unit of Measure	Price Per Meal
1 st Year	Pricing Per Meal	\$ 1.497
2 nd Year	Pricing Per Meal (provide % OR \$ increase)	\$ 1.557
3 rd Year	Pricing Per Meal (provide % OR \$ increase)	\$ 1.619

Option 1 Scale Pricing

We understand Jackson County has operated without a pricing scale in the past, but believe implementing a scale offers a win-win scenario for both parties. A pricing scale allows the County to realize savings when the resident population increases and assures your service provider does not have to ask for relief in the event it drops. A scaled price approach could significantly lower your price per meal when population levels increase once your new facility is completed. Please see the Option 1 scale on the following page.



Option 1 Scaled Pricing

TRINITY SERVICES GROUP			
JACKSON CO, MO			
Inmate Population Sliding Scale			
FROM		TO	PRICE
600	-	649	\$ 1.645
650	-	699	\$ 1.590
700	-	749	\$ 1.541
750	-	799	\$ 1.497
800	-	849	\$ 1.460
850	-	899	\$ 1.425
900	-	949	\$ 1.397
950	-	999	\$ 1.369
1000	-	1049	\$ 1.344
1050	-	1099	\$ 1.321
1100	-	1149	\$ 1.299
1150	-	1199	\$ 1.280
1200	-	1249	\$ 1.261
1250	-	And over	\$ 1.244



Option 2 Scaled Pricing

TRINITY SERVICES GROUP

JACKSON CO, MO

Inmate Population Sliding Scale

FROM		TO		PRICE
600	-	649	\$	1.617
650	-	699	\$	1.561
700	-	749	\$	1.512
750	-	799	\$	1.468
800	-	849	\$	1.431
850	-	899	\$	1.397
900	-	949	\$	1.366
950	-	999	\$	1.337
1000	-	1049	\$	1.313
1050	-	1099	\$	1.289
1100	-	1149	\$	1.268
1150	-	1199	\$	1.248
1200	-	1249	\$	1.229
1250	-	And over	\$	1.212



Option 2 Menu Pricing

Pricing is based on the proposed alternative menu included in our proposal.

Contract Term	Unit of Measure	Price Per Meal
1 st Year	Pricing Per Meal	\$ 1.468
2 nd Year	Pricing Per Meal (provide % OR \$ increase)	\$ 1.527
3 rd Year	Pricing Per Meal (provide % OR \$ increase)	\$ 1.588

Option 2 Scale Pricing

We understand Jackson County has operated without a pricing scale in the past, but believe implementing a scale offers a win-win scenario for both parties. A pricing scale allows the County to realize savings when the resident population increases and assures your service provider does not have to ask for relief in the event it drops.

A scaled price approach could significantly lower your price per meal when population levels increase once your new facility is completed. Please see the Option 2 scale on the following page.

COST PER MEAL VENDOR SUMMARY

	Tiger Correctional, Jonesboro, AR	Trinity Services Group, Oldsmar, FL	Summit, Sioux Falls, SD
Cost Per Meal- Year 1	\$ 1.494	\$ 1.468	\$ 1.594
Cost Per Meal-Year 2	\$ 1.537	\$ 1.527	\$ 1.594
Cost Per Meal-Year 3	\$ 1.586	\$ 1.588	\$ 1.594
Religious Meal	Same as Inmate meal	Same as Inmate meal	\$ 1.469
Staff meal	Same as Inmate meal	Same as Inmate meal	\$ 3.000

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$13,500.00 within the 2021 General Fund to place funds needed for payment of rent in the proper spending account.

RESOLUTION NO. 20762, September 20, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, by Resolution 19475, dated May 9, 2017, the Legislature did authorize the execution of a five-year lease with 201 Lexington, LLC, for the furnishing of office space under the terms and conditions of Invitation to Bid No. 13-17; and,

WHEREAS, since the adoption of this Resolution, the County's annual budget has included funds for rental of space in this building; and,

WHEREAS, in the County's 2021 annual budget, these funds were misclassified and a transfer is now necessary to place them in the proper spending account; now therefore,

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

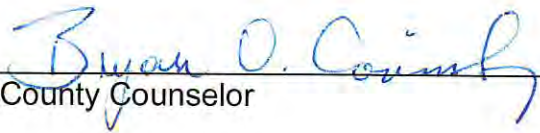
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund 201 W. Lexington 001-1208	56510- Maint. & Repair - Buildings	\$13,500	
001-1208	56620- Rent - Buildings		\$13,500

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. 20762 of September 20, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date _____

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 1208 56510
ACCOUNT TITLE: General Fund
201 W. Lexington
Maint. & Repair - Buildings
NOT TO EXCEED: \$13,500.00

9/15/2021
Date



Chief Administrative Officer

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20762
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	9/20/2021

Introduction
Action Items: ['Transfer']
Project/Title:
Requesting the transfer of funds necessary to pay rent at 201 W Lexington from the proper spending account.

Request Summary
Requesting a transfer to properly classify funding needed to pay the rent for the remainder of the year at 201 W Lexington. During the 2021 budget process, an amount was misclassified and needs to be transferred to the proper spending code. This will allow us to properly account for the remainder of the rent payments at 201 W Lexington.

Contact Information			
Department:	Finance	Submitted Date:	9/7/2021
Name:	Mark Lang	Email:	MLang@jacksongov.org
Title:	Budget Administrator	Phone:	816-881-3851

Budget Information			
Amount authorized by this legislation this fiscal year:			\$13,500
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$13,500
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1208 (201 W. Lexington)	56510 (Maint. & Repair - Buildings)	\$13,500
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1208 (201 W. Lexington)	56620 (Rent - Buildings)	\$13,500

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19475	May 9, 2017

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

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Transfer of Funds-Money not being spent.	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

History

Mark Lang at 9/7/2021 10:32:16 AM - [Submitted |]

Department Director: Bob Crutsinger at 9/7/2021 10:57:29 AM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 9/7/2021 11:12:26 AM - [Not applicable |]

Compliance: Jaime Guillen at 9/7/2021 11:53:55 AM - [Approved |]

Finance (Budget): Mark Lang at 9/7/2021 3:03:55 PM - [Approved | The fiscal note has been attached.]

Executive: Troy Schulte at 9/7/2021 3:16:19 PM - [Approved |]

Legal: Elizabeth Freeland at 9/15/2021 12:15:55 PM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding twelve-month term and supply contracts with one twelve-month option to extend for the furnishing of on call architectural services for use by the Public Works Department to Piper-Wind Architects, Inc., of Kansas City, MO, and SFS Architecture, Inc., of Kansas City, MO, under the terms and conditions of Request for Qualifications No. 41-21.

RESOLUTION NO. 20763, September 20, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Department of Finance and Purchasing issued Request for Qualifications (RFQ) No. 41-21 for on call architectural services; and,

WHEREAS, a total of forty-five notifications were distributed and eight responses were received, with six determined to be qualified, which were evaluated as follows:

<u>RESPONDENT</u>	<u>EVALUATION POINTS</u>
SFS Architecture, Inc Kansas City (Jackson County), MO	99
Piper-Wind Architects Kansas City (Jackson County), MO	91
WNB Architects Kansas City (Jackson County), MO	88
Wellner Architects, Inc. North Kansas City, MO	78
DRAW Architecture + Urban Design Kansas City (Jackson County), MO	76
Odimo Kansas City (Jackson County), MO	75

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Directors of Public Works and Finance and Purchasing recommend the contract for the furnishing of on call architectural services be split and awarded to Piper-Wind Architects, Inc., of Kansas City, MO, and SFS Architecture, Inc., of Kansas City, MO; and,

WHEREAS, a split award is recommended to ensure the broadest availability and fastest response time for needed services; 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 to the Directors of Public Works and Finance and Purchasing and that the Director of Public Works be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award and any extensions; and,

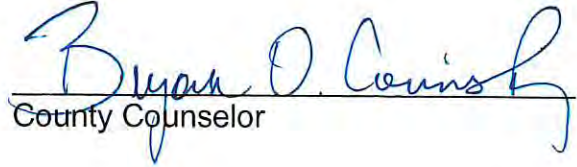
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency have been made in the then current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20763 of September 20, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

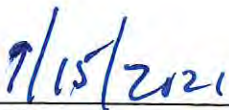
Abstaining _____

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

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20763
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	9/20/2021

Introduction
Action Items: ['Award']
Project/Title:
Awarding Term and Supply Contracts for On-Call Architectural Services to Piper-Wind Architects, Inc. of Kansas City, Missouri and SFS Architecture, Inc. of Kansas City, Missouri under the Terms and Conditions of RFQ 41-21.

Request Summary																					
<p>Jackson County and the Department of Public Works requires architectural assistance regarding a number of programming, planning, design and construction related activities. In order to complete the County's desired goals, two term and supply contracts are requested to be awarded, one to Piper-Wind Architects, Inc. and one to SFS Architecture, Inc.</p> <p>In order to locate architectural consultants that would assist the County in completing necessary projects and activities, the Purchasing Department issued the Request for Qualifications No. 41-21.</p> <p>The County notified a number of professional service providers for assistance with this critical need. In response to the RFQ, the County received 8 proposals of which 6 were determined to be qualified and viable solutions. The highest-ranking vendors were vetted and the following scoring tabulations were compiled, as presented below.</p> <table style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left; padding: 5px;">Respondent and Respondent Location</th> <th style="text-align: center; padding: 5px;">Avg. Score</th> <th style="text-align: center; padding: 5px;">Ranking</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">DRAW Architecture + Urban Design, KCMO</td> <td style="text-align: center; padding: 5px;">76</td> <td style="text-align: center; padding: 5px;">5</td> </tr> <tr> <td style="padding: 5px;">Odimo, KCMO</td> <td style="text-align: center; padding: 5px;">75</td> <td style="text-align: center; padding: 5px;">6</td> </tr> <tr> <td style="padding: 5px;">Piper-Wind Architects, Inc, KCMO</td> <td style="text-align: center; padding: 5px;">91</td> <td style="text-align: center; padding: 5px;">2</td> </tr> <tr> <td style="padding: 5px;">SFS Architecture, Inc, KCMO</td> <td style="text-align: center; padding: 5px;">99</td> <td style="text-align: center; padding: 5px;">1</td> </tr> <tr> <td style="padding: 5px;">Wellner Architects, Inc, NKC</td> <td style="text-align: center; padding: 5px;">78</td> <td style="text-align: center; padding: 5px;">4</td> </tr> <tr> <td style="padding: 5px;">WNB Architects, KCMO</td> <td style="text-align: center; padding: 5px;">88</td> <td style="text-align: center; padding: 5px;">3</td> </tr> </tbody> </table> <p>Pursuant to section 1054.6 of the Jackson County Code, the Department of Finance and Purchasing recommends to award Professional Consulting Services contracts for On-Call Architectural Services to</p>	Respondent and Respondent Location	Avg. Score	Ranking	DRAW Architecture + Urban Design, KCMO	76	5	Odimo, KCMO	75	6	Piper-Wind Architects, Inc, KCMO	91	2	SFS Architecture, Inc, KCMO	99	1	Wellner Architects, Inc, NKC	78	4	WNB Architects, KCMO	88	3
Respondent and Respondent Location	Avg. Score	Ranking																			
DRAW Architecture + Urban Design, KCMO	76	5																			
Odimo, KCMO	75	6																			
Piper-Wind Architects, Inc, KCMO	91	2																			
SFS Architecture, Inc, KCMO	99	1																			
Wellner Architects, Inc, NKC	78	4																			
WNB Architects, KCMO	88	3																			

Request for Legislative Action

SFS Architecture, Inc. of Kansas City, Missouri and Piper-Wind Architects, Inc of Kansas City, Missouri under the terms and conditions of RFQ 41-21 as the best selected proposals received.

There is not a set amount of services expected due to the nature of the contract, availability of funds and the unknown necessity of project goals. For academic purposes, we believe the contract will not exceed \$3 million annually.

Contact Information			
Department:	Public Works	Submitted Date:	8/10/2021
Name:	Brian Gaddie	Email:	BGaddie@jacksongov.org
Title:	Director	Phone:	816-881-4496

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

Request for Legislative Action

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

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	
Reviewed for Goals:	
MBE:	9.50%
WBE:	11.70%
VBE:	9.50%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

History

Brian Gaddie at 8/10/2021 4:48:31 PM - [Submitted |]
Department Director: Kristina J. Johnson at 8/11/2021 10:59:52 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 8/16/2021 9:06:57 AM - [Returned for more information | Please correct the following:Add the recommended respondents city and state in the title line;Add the estimated amount to be spent in the summaryAdd the formal bid abstract to the documents]
Submitter: Brian Gaddie at 8/17/2021 2:34:43 PM - [Submitted | completed as requested]
Department Director: Kristina J. Johnson at 8/30/2021 2:36:08 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 8/30/2021 3:05:06 PM - [Approved |]
Compliance: Katie M. Bartle at 8/30/2021 3:51:49 PM - [Returned for more information | No complete CUP has been submitted to the Compliance Office for approval.]
Submitter: Brian Gaddie at 9/7/2021 3:42:33 PM - [Submitted | CUP approved by CRO]
Department Director: Kristina J. Johnson at 9/7/2021 3:52:35 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/7/2021 4:10:56 PM - [Approved |]
Compliance: Katie M. Bartle at 9/8/2021 9:55:50 AM - [Approved | eRLA 198]
Finance (Budget): Mark Lang at 9/8/2021 3:01:46 PM - [Approved | No fiscal note is required for Term & Supply contracts.]
Executive: Troy Schulte at 9/8/2021 3:37:44 PM - [Approved |]
Legal: Elizabeth Freeland at 9/15/2021 12:19:13 PM - [Approved |]

ABSTRACT OF BIDS

Request for Qualifications 41-21
 On-Call Architectural Services
 Opens: 2:00 PM, CDT on 7/6/2021

NO	DESCRIPTION	Wellner Architects KC MO AMOUNT	Odimo KC MO AMOUNT	DRAW Architecture KC MO AMOUNT	SAPP Design Assoc. Springfield, MO AMOUNT	SFS Architecture AMOUNT
		<i>See bid</i>	<i>See bid</i>	<i>See bid</i>	<i>See bid</i>	<i>See bid</i>

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED

ON: July 6, 2021, BY
Heidi Rowland
 CLERK OF THE LEGISLATURE

Kathy G
 PURCHASING

JUL 6 PM 2:01

ABSTRACT OF BIDS

NO	DESCRIPTION	Piper-Wind Architects KC MO AMOUNT	International Architects AMOUNT	WNB Architects KC MO AMOUNT	AMOUNT	AMOUNT
<p>Request for Qualifications 41-21 On-Call Architectural Services Opens: 2:00 PM, CDT on 7/6/2021</p>		<p><i>See bid</i></p>	<p><i>See bid</i></p>	<p><i>See bid</i></p>		

CERTIFICATION OF BID OPENING
BIDS WERE PUBLICLY
OPENED AND RECORDED

ON: July 6, 2021, BY
Leslie D. Rowland
CLERK OF THE LEGISLATURE

Kathryn Edgum
PURCHASING

JUL 6 PM 2:01

RFQ 41-21 - On Call Architecture Services

RFQ 41-21 - COMPOSITE PROPOSAL SCORE SHEET

7/13/2021

FIRM NAME	AVERAGE INDIVIDUAL RANKING FOR EACH FIRM					Avg of Scores	Ranking of Firms
	Member 1	Member 2	Member 3	Member 4	Member 5		
<i>DRAW</i>	70	55	95	86	74	76.00	5
<i>Odimo</i>	50	70	92	81	84	75.40	6
<i>Piper Wind Architects</i>	86	88	94	93	93	90.80	2
<i>SFS Architecture</i>	100	100	97	99	97	98.60	1
<i>Wellner Architects</i>	58	65	91	90	87	78.20	4
<i>WNB Architects</i>	72	85	93	94	94	87.60	3

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2021 by and between the County of Jackson, Missouri hereinafter referred to as "County" and **Piper-Wind Architects, Inc.** hereinafter referred to as "Architect".

WITNESSETH:

WHEREAS, County requires consulting services in connection with the following efforts: **to provide On-Call Architectural Services to fulfill a range of potential project needs deemed necessary by the County,** otherwise known as On-Call Architectural Services and,

WHEREAS, the County desires to enter into an Agreement with the Architect to perform architectural design and industry related services as aforementioned; and,

WHEREAS, the Architect represents that the firm is equipped, competent, and able to undertake such an assignment;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

ARTICLE I – SCOPE OF SERVICES TO BE PROVIDED BY THE ARCHITECT:

The Architect, upon receipt of written notice from the County that this Agreement has been approved, will provide Scopes of Services to the County, on a project-by-project basis, as requested. The Scope of Services for the individual projects are to be defined as the combined efforts requested by the County, which would include services advertised within the RFQ and any additional agreed upon project activities or tasks as a result of specific project negotiations.

ARTICLE II - ADDITIONAL SERVICES:

The Agreement for services is expected to be under the auspice of an on-call basis. Should the County require changes to proposed work, it reserves the right to request additional work, based on changed or unforeseen conditions which require changes and work beyond the scope of individual project proposals and this Agreement. In this event, an Addendum to this Agreement shall be executed prior to performing the additional changed work or incurring any additional cost, therefore. Any change in compensation will be covered in the Addendum.

ARTICLE III – PROJECT ASSUMPTIONS:

The County and the Architect acknowledge that the scope of service described in ARTICLE I above was developed based on the following assumptions:

1. The County will acquire all necessary access for the Architect or its sub-consultants to perform inspections, audits and other services associated with the Project.

2. All submittal fees associated with the Project, including but not limited to, government review fees and permitting, will be paid for by the County or by the Architect as a reimbursable expense to the Project.
3. All sub-consultant fees will be paid to the Architect in accordance with proposed project scope of services and specifications.

Services other than those stipulated in the scope of services listed in Article I or in conflict with the assumptions listed above shall constitute additional services not covered under this Agreement. The County shall retain the right to request additional services, based on changed or unforeseen conditions. In that event, an Addendum to this Agreement shall be executed prior to performing the additional change in work or incurring any additional cost thereof. Any change in compensation will be covered in the Addendum.

ARTICLE IV - SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY:

The County agrees to furnish information and have work done without cost to the Architect as follows:

1. Make available to the Architect any existing records, maps, plans, and other data possessed by County when such are necessary, advisable or helpful to the Architect in the completion of its work under this Agreement. Should requested items not be available, the Architect must still complete the required Scope of Services as agreed upon.
2. Designate a representative who will serve as its primary point of contact and who will be authorized to act for and on behalf of the County throughout completion of the services covered by this Agreement. Individual projects may be managed by other County associates though the primary point of contact is intended to remain constant.
3. Examine all studies and drafts developed by the Architect, obtain reviews by other agencies involved and render decisions thereon in a prompt manner so as not to delay the Architect.
4. The Architect shall be entitled to rely upon the accuracy and completeness of any and all information provided by the County.

ARTICLE V - PERIOD OF SERVICE:

The Architect is expected to commence work within one (1) week after receiving a formal Notice-to-Proceed from the County for the On-Call selection. Individual project scopes of services will be expected to commence immediately upon request by the County and will be completed in accordance with the schedule submitted by the Architect crafted specifically for the service requested.

The County will grant time extensions for unavoidable delays beyond the control of the Architect. The Architect, stating fully the reasons for the request, should make requests for extensions of time in writing.

This Agreement shall commence upon its execution and extend for a period of 12 months. Upon mutual written consent, the parties may extend the Agreement for an additional 12-month period.

Services, provided by the Architect or its sub-consultants, that have commenced on any requested initiative will continue until the requested goals have been met, the initiative has been completed or the services are no longer required by the County, regardless of the Agreement period.

ARTICLE VI - PROGRESS SCHEDULE:

The Architect acknowledges the importance of maintaining a project schedule that is suitable to the County. As such, the Architect will endeavor to comply with the proposed schedules as agreed to by the County for specific project efforts. However, the County recognizes that the Architect's performance must be governed by sound professional practices. Once a project has commenced, the Architect shall submit a Progress Report to the County. The Progress Report will be in the form of a Gantt Chart or Critical Path Method (CPM) Schedule and written summary. It shall include scheduled periods for each of the elements into which the Architect's work is divided. Each work element shall be assigned a percentage of the total work upon which progress can be computed for interim payments. The total percentage completed shall be shown. The schedule periods shall also include a time allowance for review and approvals by the County. Where applicable and requested, this Progress Report will be accompanied by a written summary of the work completed and illustrated by the schedule.

ARTICLE VII - COVENANT AGAINST CONTINGENT FEES:

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

ARTICLE VIII - SUBLETTING ASSIGNMENT:

No portion of the Work covered by this Agreement, except as provided herein, shall be sublet or transferred without the written consent of the County. It is the expectation of the County that sub-consultant work will be awarded to the selected team members, where applicable and appropriate, included in the RFQ submittal. Specific sub-consultant selections either not included within the submittal or selected for other purposes must be approved by the County. The subletting of the Work shall in no way relieve the Architect of its primary responsibility for the quality and performance of the Work.

ARTICLE IX - PROFESSIONAL ENDORSEMENT:

Any plans, specifications, and other documents requiring Professional Endorsement shall reflect the name and seal of the Professional Consultant who prepared such plans, specifications and/or documents.

ARTICLE X - STANDARD OF CARE

Architect shall perform the services in accordance with the standards of care and diligence normally practiced by professional Architectural firms performing services of a similar nature, in the same locality, under the same or similar circumstances and conditions. The Architect makes no other representation or warranties, whether expressed or implied, with respect to the services rendered hereunder. If, during the two year period following the earlier of completion or termination of the Architect's Services, it is shown there is an error in the services caused solely by the Architect's failure to meet such standards, and County has promptly notified the Architect of any such error within that period, Architect shall perform, at Architect's cost, such corrective services as may be necessary to remedy such error.

ARTICLE XI - MISCELLANEOUS PROVISIONS:

The following miscellaneous provisions are agreed to by both parties to this Agreement.

1. Inspection of Documents.

The Architect shall maintain all records including but not limited to, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this Agreement and to the project covered by this Agreement, for a period of not less than three (3) years following final payment. An authorized representative of the County shall have access to the records for inspection, during regular working hours at the Architect's place of business. County shall have the right to audit and inspect Architect's records and accounts covering costs hereunder at all reasonable times during the performance of the Services and for a period of three (3) years after the acceptance thereof. Architect shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or of costs which are expressed in terms of percentages of other costs.

2. Conferences, Visits to Site, Inspection of Work. A representative of the County shall have the privilege of inspecting and reviewing the work being done by the Architect and consulting with its staff at any time. Conferences are to be held at the request of the County or the Architect.
3. Accuracy of Work. The Architect shall, as is consistent with the generally accepted standard of professional skill and care, be responsible for the accuracy of its services and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Architect without additional compensation. Acceptance of the work by the County will not relieve the Architect of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities during construction. The Architect shall give reasonably prompt attention to these revisions or corrections so there will be a minimum of delay to the project or to the contractor.
4. Relationship with Others. The Architect shall cooperate fully with all initiatives and service providers related to or in coordination with project scoped items. This could include design, construction or maintenance related programs within the project parameters being performed by County or other Consulting services.
5. Ownership of Documents. Plans, electronic data, and maps and specifications prepared under this Agreement shall be delivered to and become the property of the County upon termination or completion of work. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the County upon request. All such information produced under this Agreement shall be available for use by the County. If the County incorporates any portion of the work into a project other than that for which it was performed, such use shall be at the County's sole risk and without liability to the Architect and the County shall defend, indemnify and save the Architect harmless from any claims and liabilities resulting from such use.
6. Termination. The Architect or the County may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Architect may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, flier, lists, and all other County materials must be delivered and returned by the Architect to the County within 15 calendar days of the demand of the County.

If the Agreement is terminated due to the Architect's service being unsatisfactory in the judgment of the County, or if the Architect fails to prosecute the work with due diligence, the County may procure completion of the work in such manner as it deems to be in the best interest of the County. The Architect will be responsible for any excess cost in addition to that provided for in this agreement of any damages the County may sustain by reason of the termination of this Agreement due to unsatisfactory performance or prosecution.

7. Successors and Assigns. The County and the Architect each bind themselves, their successors, executors, administrators, and assigns to the other party to this Agreement, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.
8. Compliance with Laws. The Architect shall keep itself informed of applicable existing and current regulations of the County, State, and Federal laws which may limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by them. It shall at all times observe and comply with applicable ordinances, laws, and regulations, and shall protect and indemnify the County against any claims of liability rising from or based on any violations of the same.
9. Nondiscrimination. The Architect, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-consultants. The Architect will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Architect will comply with the regulations of the Department of Transportation relative to nondiscrimination on generally assisted programs of the Department of Transportation, as contained in 49 CFR 21 Appendix H and 23 CFR 710.405(b), which are herein incorporated by reference and made a part of this agreement. In all solicitations either by competitive bidding or negotiation made by the Architect for work to be performed under subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Architect's obligations under this Agreement and the regulations relative to nondiscrimination of the grounds of color, race or national origin.
10. Independent Consultant. The Architect shall work as an independent consultant and not as an employee of the County. The Architect shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. The Architect shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.
11. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless as expressed herein.
12. Incorporation. This Agreement, with the identified attachments and along with the Architect's proposal and fee breakdown, and the County's RFQ 41-21 document in its entirety incorporate the complete understanding and agreement of the parties.

13. Decisions under this Agreement. The County will determine the acceptability of work performed under this Agreement and will decide all questions which may arise concerning the project. The County's decision shall be final and conclusive.
14. Breach of Contract. The prevailing party, in whole or in part, shall be entitled to reimbursement for all costs and reasonable attorneys' fees in any legal action brought against the other party based on a breach of this Agreement.
15. Safety Requirements. Architect shall make every reasonable effort to perform the Services in a manner complying with applicable safety legislation and with applicable environmental laws, rules, and regulation in force at the time of development of designs. Architect shall also be responsible solely for the safety of its own employees at all times during the performance of any Request for Services.
16. Purchase Orders. In the event the County uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only and any typed provision in conflict with the terms of this Agreement and all-preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
17. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of the Architect and Architect's officers, directors, employees, agents and consultants to the County and anyone claiming by, through or under the County, for any and all injuries, claims losses, expenses, or damages whatsoever arising out of or in any way related to Architect's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by the Architect under this Agreement.
18. Waiver of Consequential Damages. Neither the County nor the Architect shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.
19. Dispute Resolution. Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive the completion or termination of this Agreement, but under no circumstances shall either party call for mediation on any claim or dispute arising out of this agreement after such

period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

20. Certifications. Architect shall not be required to sign any documents, no matter by whom requested, that would result in Architect having to certify, guarantee, or warrant the existence of conditions that the Architect cannot ascertain.

ARTICLE XII - INSURANCE AND INDEMNIFICATION:

Architect shall procure and maintain in effect throughout duration of the contract insurance coverages not less than the types and amounts specified in this section.

All sub-consultants of the Architect are required to carry the same coverages and limits as the Architect. All liability policies required, except Professional Liability as indicated below, are to be written on an "occurrence" basis unless a different agreement, in writing, is made with the County.

1. Professional Liability. The Architect shall secure Professional Liability insurance coverage with limits of \$2,000,000 each claim/\$2,000,000 aggregate. The County understands that it cannot be a named insured on this coverage and that it is available only in a "claims made" form.
2. Commercial General Liability. Commercial General Liability Insurance: with limits of not less than \$2,000,000 per occurrence and \$4,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insured and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person).
3. Commercial Automobile Liability. Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on "an auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operations of motor vehicles in connection with this contract.
4. Workers Compensation and Employers Liability Coverage. Architect shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensations	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

5. Additional Insured and Certificate of Insurance. The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the contract; the Architect must supply the Director with current Certificate(s) (on any coverage's mentioned above) thirty (30) days prior to the expiration date of coverage(s). The Director of Purchasing may request copies of the Architect's insurance policies for verification of coverages.

6. Qualifications Insurance Carriers. All insurance coverage must be written by companies that have an A. M. Best's rating of "B+V" or better or Lloyd's of London and are licensed and approved by the State of Missouri to do business in Missouri.
7. Failure to Maintain Insurance Coverage. Regardless of any approval by Jackson County, it is the responsibility of the Architect to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Architect's failure to maintain the required insurance in effect, the County may order Architect to stop work immediately and, upon 10 day notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.
8. Filing Insurance Documents. The Architect shall file with the County upon request a copy of all policies of insurance required under the Agreement.

Within (10) calendar days of the date when requested or before commencement of the work. Architect shall file with the County's Director of Finance and Purchasing acceptable certificates that illustrate the documents required by the Agreement. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least (30) days prior to written notice of cancellation has been given to the County. Failure to file these certificates is a breach hereof.

9. Indemnification. The Architect agrees to indemnify and save harmless the County, against damages to property, structures and utilities together with damages arising out of personal injury, including accidental death, to the extent caused by Architect's negligent acts or the negligent acts of the Architect's sub-consultants or employees for whom the Architect is legally responsible, in the performance of work under this Agreement.

ARTICLE XIII - PAYMENTS TO THE ARCHITECT:

For services performed by Architect under this Agreement and as full compensation therefore, and for all expenditures made and all expenses incurred by Architect in connection with this Agreement, except as otherwise expressly provided herein, subject to conformance with all provisions of this Agreement, County will pay Architect as follows:

1. County will pay a Not-To-Exceed fee as compensation for Architect's services and expenses as set forth by documentation within this Agreement for work completed.
2. Payment for services will be determined by fee negotiations on a project to project basis. Proposals will be submitted to the County as requested and negotiated for acceptance.
3. The Architect will present invoices to the County, based on project invoicing schedules, and said invoice shall be approved by The Director of Public Works who will recommend that the Department of Finance submit payment to the Architect. Invoices are to be submitted on a monthly basis according to the invoicing schedule.
4. Fees shall be invoiced according to the hourly rates provided in the Architect's response to RFQ 41-21 and provided within Attachment A.

ARTICLE XIV – ENCLOSURES & ATTACHMENTS

Attachment A – Architect's Schedule of Rates

IN WITNESS WHEREOF, Jackson County, Missouri and the Architect have caused these presents to be executed in their behalf by their duly authorized agents.

Approved by:

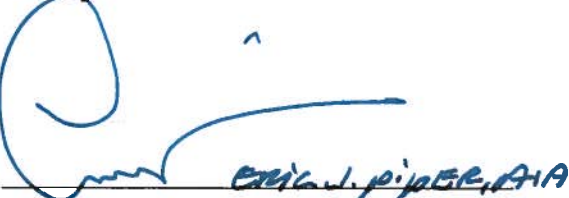
Recommended by:

Bob Crutsinger
Director of Finance and Purchasing

Brian D. Gaddie, P.E.
Director of Public Works

Approved to form this _____ day of _____, 2021

County Counselor


Eric J. Piper, AIA
Piper-Wind Architects, Inc.

Attest:

Clerk of the Legislature

REVENUE CERTIFICATE

This contract is entered into on a 'need' basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific scopes of work is subject to the availability of appropriated funds in the County's then current annual budget.

Date

Director of Finance and Purchasing

Exhibit A - Fee Schedule

Piper-Wind Architects, Inc.

Request for Qualifications No. 41-21 On-Call Architectural Services
Jackson County, Missouri

*PWA Hourly Billing Rates	2021
	07.01.21
Principal	\$195.00
Senior Project Manager	\$187.50
Senior Project Architect	\$180.00
Project Architect IV	\$170.00
Project Architect III	\$160.00
Project Architect II	\$145.00
Project Architect I	\$140.00
Project Architect	\$135.00
Intern III	\$120.00
Intern II	\$115.00
Intern I	\$110.00

** Rates are adjusted annually on January 1st.*

Reimbursable Expenses:

Local Mileage: \$.560 / mile

Printing:

8 1/2 x 11 - B&W 1-sided	\$0.08 each
8 1/2 x 11 - B&W 2-sided	\$0.12 each
8 1/2 x 11 - Color 1-sided	\$0.30 each
8 1/2 x 11 - Color 2-sided	\$0.45 each
11x17 - B&W	\$0.28 each
11x17 - Color	\$0.55 each
12x18 - B&W	\$0.28 each
12x18 - Color	\$0.55 each
24x36 - B&W	\$0.84 each
24x36 - Color	\$1.68 each
30x40 - B&W	\$1.17 each
30x40 - Color	\$2.34 each

Digital Media

B&W Scans to PDF format	\$1.60 each
Color Scans to PDF format	\$3.20 each

File Processing (print orders) \$5.50 / order

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2021 by and between the County of Jackson, Missouri hereinafter referred to as "County" and SFS Architecture, Inc. hereinafter referred to as "Architect".

WITNESSETH:

WHEREAS, County requires consulting services in connection with the following efforts: to provide On-Call Architectural Services to fulfill a range of potential project needs deemed necessary by the County, otherwise known as On-Call Architectural Services and,

WHEREAS, the County desires to enter into an Agreement with the Architect to perform architectural design and industry related services as aforementioned; and,

WHEREAS, the Architect represents that the firm is equipped, competent, and able to undertake such an assignment;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

ARTICLE I – SCOPE OF SERVICES TO BE PROVIDED BY THE ARCHITECT:

The Architect, upon receipt of written notice from the County that this Agreement has been approved, will provide Scopes of Services to the County, on a project-by-project basis, as requested. The Scope of Services for the individual projects are to be defined as the combined efforts requested by the County, which would include services advertised within the RFQ and any additional agreed upon project activities or tasks as a result of specific project negotiations.

ARTICLE II - ADDITIONAL SERVICES:

The Agreement for services is expected to be under the auspice of an on-call basis. Should the County require changes to proposed work, it reserves the right to request additional work, based on changed or unforeseen conditions which require changes and work beyond the scope of individual project proposals and this Agreement. In this event, an Addendum to this Agreement shall be executed prior to performing the additional changed work or incurring any additional cost, therefore. Any change in compensation will be covered in the Addendum.

ARTICLE III – PROJECT ASSUMPTIONS:

The County and the Architect acknowledge that the scope of service described in ARTICLE I above was developed based on the following assumptions:

1. The County will acquire all necessary access for the Architect or its sub-consultants to perform inspections, audits and other services associated with the Project.

2. All submittal fees associated with the Project, including but not limited to, government review fees and permitting, will be paid for by the County or by the Architect as a reimbursable expense to the Project.
3. All sub-consultant fees will be paid to the Architect in accordance with proposed project scope of services and specifications.

Services other than those stipulated in the scope of services listed in Article I or in conflict with the assumptions listed above shall constitute additional services not covered under this Agreement. The County shall retain the right to request additional services, based on changed or unforeseen conditions. In that event, an Addendum to this Agreement shall be executed prior to performing the additional change in work or incurring any additional cost thereof. Any change in compensation will be covered in the Addendum.

ARTICLE IV - SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY:

The County agrees to furnish information and have work done without cost to the Architect as follows:

1. Make available to the Architect any existing records, maps, plans, and other data possessed by County when such are necessary, advisable or helpful to the Architect in the completion of its work under this Agreement. Should requested items not be available, the Architect must still complete the required Scope of Services as agreed upon.
2. Designate a representative who will serve as its primary point of contact and who will be authorized to act for and on behalf of the County throughout completion of the services covered by this Agreement. Individual projects may be managed by other County associates though the primary point of contact is intended to remain constant.
3. Examine all studies and drafts developed by the Architect, obtain reviews by other agencies involved and render decisions thereon in a prompt manner so as not to delay the Architect.
4. The Architect shall be entitled to rely upon the accuracy and completeness of any and all information provided by the County.

ARTICLE V - PERIOD OF SERVICE:

The Architect is expected to commence work within one (1) week after receiving a formal Notice-to-Proceed from the County for the On-Call selection. Individual project scopes of services will be expected to commence immediately upon request by the County and will be completed in accordance with the schedule submitted by the Architect crafted specifically for the service requested.

The County will grant time extensions for unavoidable delays beyond the control of the Architect. The Architect, stating fully the reasons for the request, should make requests for extensions of time in writing.

This Agreement shall commence upon its execution and extend for a period of 12 months. Upon mutual written consent, the parties may extend the Agreement for an additional 12-month period.

Services, provided by the Architect or its sub-consultants, that have commenced on any requested initiative will continue until the requested goals have been met, the initiative has been completed or the services are no longer required by the County, regardless of the Agreement period.

ARTICLE VI - PROGRESS SCHEDULE:

The Architect acknowledges the importance of maintaining a project schedule that is suitable to the County. As such, the Architect will endeavor to comply with the proposed schedules as agreed to by the County for specific project efforts. However, the County recognizes that the Architect's performance must be governed by sound professional practices. Once a project has commenced, the Architect shall submit a Progress Report to the County. The Progress Report will be in the form of a Gantt Chart or Critical Path Method (CPM) Schedule and written summary. It shall include scheduled periods for each of the elements into which the Architect's work is divided. Each work element shall be assigned a percentage of the total work upon which progress can be computed for interim payments. The total percentage completed shall be shown. The schedule periods shall also include a time allowance for review and approvals by the County. Where applicable and requested, this Progress Report will be accompanied by a written summary of the work completed and illustrated by the schedule.

ARTICLE VII - COVENANT AGAINST CONTINGENT FEES:

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

ARTICLE VIII - SUBLETTING ASSIGNMENT:

No portion of the Work covered by this Agreement, except as provided herein, shall be sublet or transferred without the written consent of the County. It is the expectation of the County that sub-consultant work will be awarded to the selected team members, where applicable and appropriate, included in the RFQ submittal. Specific sub-consultant selections either not included within the submittal or selected for other purposes must be approved by the County. The subletting of the Work shall in no way relieve the Architect of its primary responsibility for the quality and performance of the Work.

ARTICLE IX - PROFESSIONAL ENDORSEMENT:

Any plans, specifications, and other documents requiring Professional Endorsement shall reflect the name and seal of the Professional Consultant who prepared such plans, specifications and/or documents.

ARTICLE X - STANDARD OF CARE

Architect shall perform the services in accordance with the standards of care and diligence normally practiced by professional Architectural firms performing services of a similar nature, in the same locality, under the same or similar circumstances and conditions. The Architect makes no other representation or warranties, whether expressed or implied, with respect to the services rendered hereunder. If, during the two year period following the earlier of completion or termination of the Architect's Services, it is shown there is an error in the services caused solely by the Architect's failure to meet such standards, and County has promptly notified the Architect of any such error within that period, Architect shall perform, at Architect's cost, such corrective services as may be necessary to remedy such error.

ARTICLE XI - MISCELLANEOUS PROVISIONS:

The following miscellaneous provisions are agreed to by both parties to this Agreement.

1. Inspection of Documents.

The Architect shall maintain all records including but not limited to, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this Agreement and to the project covered by this Agreement, for a period of not less than three (3) years following final payment. An authorized representative of the County shall have access to the records for inspection, during regular working hours at the Architect's place of business. County shall have the right to audit and inspect Architect's records and accounts covering costs hereunder at all reasonable times during the performance of the Services and for a period of three (3) years after the acceptance thereof. Architect shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or of costs which are expressed in terms of percentages of other costs.

2. Conferences, Visits to Site, Inspection of Work. A representative of the County shall have the privilege of inspecting and reviewing the work being done by the Architect and consulting with its staff at any time. Conferences are to be held at the request of the County or the Architect.
3. Accuracy of Work. The Architect shall, as is consistent with the generally accepted standard of professional skill and care, be responsible for the accuracy of its services and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Architect without additional compensation. Acceptance of the work by the County will not relieve the Architect of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities during construction. The Architect shall give reasonably prompt attention to these revisions or corrections so there will be a minimum of delay to the project or to the contractor.
4. Relationship with Others. The Architect shall cooperate fully with all initiatives and service providers related to or in coordination with project scoped items. This could include design, construction or maintenance related programs within the project parameters being performed by County or other Consulting services.
5. Ownership of Documents. Plans, electronic data, and maps and specifications prepared under this Agreement shall be delivered to and become the property of the County upon termination or completion of work. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the County upon request. All such information produced under this Agreement shall be available for use by the County. If the County incorporates any portion of the work into a project other than that for which it was performed, such use shall be at the County's sole risk and without liability to the Architect and the County shall defend, indemnify and save the Architect harmless from any claims and liabilities resulting from such use.
6. Termination. The Architect or the County may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Architect may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, flier, lists, and all other County materials must be delivered and returned by the Architect to the County within 15 calendar days of the demand of the County.

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9. Nondiscrimination. The Architect, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-consultants. The Architect will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Architect will comply with the regulations of the Department of Transportation relative to nondiscrimination on generally assisted programs of the Department of Transportation, as contained in 49 CFR 21 Appendix H and 23 CFR 710.405(b), which are herein incorporated by reference and made a part of this agreement. In all solicitations either by competitive bidding or negotiation made by the Architect for work to be performed under subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Architect's obligations under this Agreement and the regulations relative to nondiscrimination of the grounds of color, race or national origin.
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16. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of the Architect and Architect's officers, directors, employees, agents and consultants to the County and anyone claiming by, through or under the County, for any and all injuries, claims losses, expenses, or damages whatsoever arising out of or in any way related to Architect's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by the Architect under this Agreement.
17. Waiver of Consequential Damages. Neither the County nor the Architect shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.
18. Dispute Resolution. Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive the completion or termination of this Agreement, but under no circumstances shall either party call for mediation on any claim or dispute arising out of this agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

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-Workers Compensations	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

5. Additional Insured and Certificate of Insurance. The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the contract; the Architect must supply the Director with current Certificate(s) (on any coverage's mentioned above) thirty (30) days prior to the expiration date of coverage(s). The Director of Purchasing may request copies of the Architect's insurance policies for verification of coverages.

6. Qualifications Insurance Carriers. All insurance coverage must be written by companies that have an A. M. Best's rating of "B+V" or better or Lloyd's of London and are licensed and approved by the State of Missouri to do business in Missouri.
7. Failure to Maintain Insurance Coverage. Regardless of any approval by Jackson County, it is the responsibility of the Architect to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Architect's failure to maintain the required insurance in effect, the County may order Architect to stop work immediately and, upon 10 day notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.
8. Filing Insurance Documents. The Architect shall file with the County upon request a copy of all policies of insurance required under the Agreement.

Within (10) calendar days of the date when requested or before commencement of the work. Architect shall file with the County's Director of Finance and Purchasing acceptable certificates that illustrate the documents required by the Agreement. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least (30) days prior to written notice of cancellation has been given to the County. Failure to file these certificates is a breach hereof.

9. Indemnification. The Architect agrees to indemnify and save harmless the County, against damages to property, structures and utilities together with damages arising out of personal injury, including accidental death, to the extent caused by Architect's negligent acts or the negligent acts of the Architect's sub-consultants or employees for whom the Architect is legally responsible, in the performance of work under this Agreement.

ARTICLE XIII - PAYMENTS TO THE ARCHITECT:

For services performed by Architect under this Agreement and as full compensation therefore, and for all expenditures made and all expenses incurred by Architect in connection with this Agreement, except as otherwise expressly provided herein, subject to conformance with all provisions of this Agreement, County will pay Architect as follows:

1. County will pay a Not-To-Exceed fee as compensation for Architect's services and expenses as set forth by documentation within this Agreement for work completed.
2. Payment for services will be determined by fee negotiations on a project to project basis. Proposals will be submitted to the County as requested and negotiated for acceptance.
3. The Architect will present invoices to the County, based on project invoicing schedules, and said invoice shall be approved by The Director of Public Works who will recommend that the Department of Finance submit payment to the Architect. Invoices are to be submitted on a monthly basis according to the invoicing schedule.
4. Fees shall be invoiced according to the hourly rates provided in the Architect's response to RFQ 41-21 and provided within Attachment A.

ARTICLE XIV – ENCLOSURES & ATTACHMENTS

Attachment A – Architect's Schedule of Rates

IN WITNESS WHEREOF, Jackson County, Missouri and the Architect have caused these presents to be executed in their behalf by their duly authorized agents.

Approved by:

Recommended by:

Bob Crutsinger
Director of Finance and Purchasing

Brian D. Gaddie, P.E.
Director of Public Works

Approved to form this _____ day of _____, 2021

County Counselor



SFS Architecture, Inc.

Attest:

Clerk of the Legislature

REVENUE CERTIFICATE

This contract is entered into on a 'need' basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific scopes of work is subject to the availability of appropriated funds in the County's then current annual budget.

Date

Director of Finance and Purchasing

Exhibit A - Fee Schedule

sfsarchitecture

drivenbyconnections



SFS Hourly Rates

07/15/2021

SFS ARCHITECTURE

Senior Principal	\$200.00
Principal	\$160.00
Sr. Project Manager	\$150.00
Project Manager	\$135.00
Project Designer	\$135.00
Interior Designer II	\$125.00
Interior Designer I	\$100.00
Architect III	\$125.00
Architect II	\$110.00
Architect I	\$90.00
Emerging Professional Staff II	\$75.00
Emerging Professional Staff I	\$70.00
Administrative Assistant/ Clerical	\$65.00

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION declaring certain County real property surplus and authorizing the Administration to solicit bids for the selling of the surplus parcels.

RESOLUTION NO. 20764, September 20, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the County owns three parcels of real estate near 21001 E. US Hwy 24 in Independence, MO, totaling approximately 240 acres in area, where the 16th Circuit Court formerly operated the McCune School for Boys starting in 1907; and,

WHEREAS, since the McCune facility was closed in 2012, the property has been vacant and has deteriorated to a dilapidated condition; and,

WHEREAS, the Administration has been approached by several entities interested in buying the three real estate parcels on which the facility is located; and,

WHEREAS, the Administration can identify no current or future use for the property; and,

WHEREAS, the Administration recommends that the Legislature declare this real property surplus to the County's needs and authorize the Director of Finance and Purchasing to sell the property for the maximum benefit to Jackson County residents, pursuant to the provisions of chapter 11 of the Jackson County Code; now therefore,

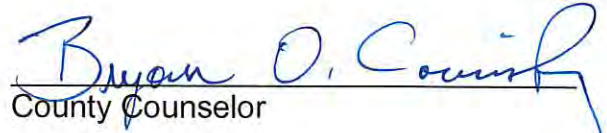
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the three parcels of real estate composing the former McCune Home be and hereby are declared surplus and that the Director of Finance and Purchasing be and hereby is authorized to solicit bids for the selling of the surplus parcels pursuant to the provisions of chapter 11 of the County Code.

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. 20764 of September 20, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Request for Legislative Action**Completed by County Counselor's Office**

Action Requested:	Resolution	Res.Ord No.:	20764
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	9/20/2021

Introduction**Action Items:** ['Authorize']**Project/Title:**

Declaring approximately 240 acres owned by Jackson County near 21001 E.US 24 Hwy (McCune School) in Independence, Missouri surplus to the future needs of Jackson County and authorizing the County Executive to seek proposals for the sale of this property for the highest and best use for Jackson County.

Request Summary

Jackson County owns three parcels of land near 21001 E. US Hwy 24 in Independence, MO totaling approximately 240 acres where the 16th Circuit Court operated the McCune School for Boys since 1907. The McCune facility was closed in 2012 and the property has been vacant ever since and is currently in a very dilapidated condition. County Administration has been approached by several entities recently seeking interest of the County in selling the land. The County Administration can identify no current or future use for the property and is seeking Legislative authorization for the County Executive to sell the property at highest or best value to Jackson County residents.

Contact Information

Department:	County Executive Office	Submitted Date:	9/2/2021
Name:	Troy Schulte	Email:	TSchulte@jacksongov.org
Title:	County Administration	Phone:	816-881-1079

Budget Information

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

Request for Legislative Action

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

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 for real property	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

History

Troy Schulte at 9/2/2021 7:42:15 PM - [Submitted |]
Department Director: Sylvya Stevenson at 9/3/2021 9:11:04 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/7/2021 8:58:56 AM - [Not applicable |]
Compliance: Jaime Guillen at 9/7/2021 10:52:06 AM - [Approved |]
Finance (Budget): Mark Lang at 9/7/2021 11:38:58 AM - [Not applicable |]
Executive: Sylvya Stevenson at 9/7/2021 1:22:46 PM - [Approved |]
Legal: Elizabeth Freeland at 9/14/2021 4:46:49 PM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION endorsing the Climate Action Plan developed by Climate Action KC and the Mid-America Regional Council to contain regional emissions and manage climate risk within the Kansas City region.

RESOLUTION NO. 20765, September 20, 2021

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, Climate Action KC (CAKC) is a regional nonprofit formed to promote strategies and solutions that reduce greenhouse emissions and promote economic opportunity and quality of life; and,

WHEREAS, the Mid-America Regional Council (MARC) is a nonprofit association of city and county governments and the metropolitan planning organization for the bi-state Kansas City region; and,

WHEREAS, CAKC and MARC partnered to complete a Regional Climate Action Plan containing a regional emissions inventory and climate risk and vulnerability assessment; and,

WHEREAS, the Climate Action Plan creates a voluntary framework to guide and align local actions in ways that make a difference for the entire Kansas City region; and,

WHEREAS, the Climate Action Plan contains a set of comprehensive goals and strategies that can be tailored to meet local community needs and priorities; and,

WHEREAS, the strategies in the Climate Action Plan build stronger, healthier, more vibrant, and economically vital communities; and,

WHEREAS, the Climate Action Plan serves ten counties and 123 municipalities in two states, with a population of 2.14 million residents, including Cass, Clay, Jackson, Platte, and Ray Counties in Missouri; and,

WHEREAS, over one thousand residents of the region participated in the planning, prioritization, and drafting of the Climate Action Plan; and,

WHEREAS, success will only be achieved if there is equitable access to the benefits among the entire population of the metropolitan area without regard to race, gender, ethnicity, religion, nationality, sexual orientation, income, age, disability, or any other classification; now therefore,

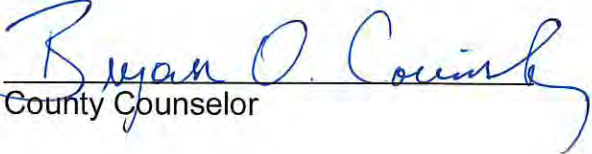
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby endorses the Climate Action Plan developed by CAKC and MARC.

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. 20765 of September 20, 2021, was duly passed on _____, 2021 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 contract for the furnishing of two dump trucks for use by the Public Works Department to Viking-Cives Midwest of Moberly, MO, under the terms and conditions set forth in the Sourcewell (formerly National Joint Powers Alliance (NJPA)) Contract No. 080818-VCM, an existing competitively bid government contract, at an actual cost to the County in the amount of \$302,214.00

RESOLUTION NO. 20766, September 20, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Public Works Department has a need for two dump trucks for the upcoming winter season, to replace existing equipment that has exceeded its useful life; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a contract for these vehicles to Viking-Cives Midwest of Moberly, MO, under the terms and conditions set forth in the Sourcewell (formerly National Joint Powers Alliance (NJPA)) Contract No. 080818-VCM, an existing competitively bid government contract; and,

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

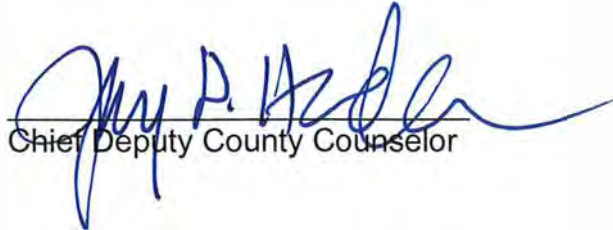
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing cooperatively bid government contract as recommended by

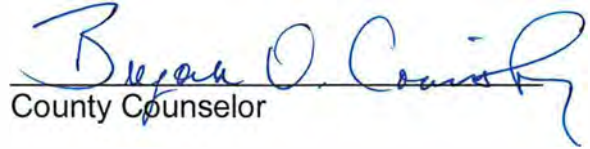
the Director of Finance and Purchasing and that the Director be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and,

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

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20766 of September 20, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____


Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 004 1011 58120
ACCOUNT TITLE: Special Road & Bridge Fund
Public Works - Fleet Replacement
Automobiles
NOT TO EXCEED: \$302,214.00


Date


Chief Administrative Officer

Request for Legislative Action

Res. #20766

Sponsor: Theresa Cass Galvin

Date: September 20, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20766
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	9/20/2021

Introduction
Action Items: ['Authorize', 'Award']
Project/Title:
Authorizing the purchases of 2 single axle dump trucks outfitted with snow equipment package and hydraulics, dump bed, and front plow assembly for use by Public Works Road & Bridge Division from Viking Cives Midwest of Morley, MO under the term and conditions of Sourcewell Contract No. 080818-VCM, an existing competitively bid contract.

Request Summary
<p>The requested purchase is for 2 single axle dump trucks outfitted with snow equipment package and hydraulics, dump bed, and front plow assembly. These trucks are critical to Public Works Road & Bridge functions and are utilized to combat inclement winter weather, County right-of-way maintenance, and the Annual Road Program. Last year, the Road & Bridge Division completed a right sizing exercise for large specialty equipment and these trucks were found to be necessary and are part of the County's fleet replacement program.</p> <p>Public Works Road & Bridge requests using Sourcewell Contract No. 080818-VCM for this purchase. This is an existing competitively bid contract, and the order will be filled by Viking Cives Midwest of Morley, MO.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Purchasing Department recommends the purchase of these trucks from Viking Cives Midwest of Morley, MO under the term and conditions of Sourcewell Contract No. 080818-VCM, an existing competitively bid contract.</p>

Contact Information			
Department:	Public Works	Submitted Date:	8/6/2021
Name:	Matt E. Willier	Email:	MWillier@jacksongov.org
Title:	Assistant Road & Bridge Administrator	Phone:	816-847-7083

Budget Information	
Amount authorized by this legislation this fiscal year:	\$302,214
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$302,214

Request for Legislative Action

Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
004 (Special Road & Bridge Fund)	1011 (Public Works - Fleet Replacement)	58120 (Automobiles)	\$302,214

Request for Legislative Action

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

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

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

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

Request for Legislative Action

History

Matt E. Willier at 8/6/2021 8:37:34 AM - [Submitted |]
Department Director: Brian Gaddie at 8/6/2021 9:43:18 AM - [Returned for more information | .]
Submitter: Matt E. Willier at 8/6/2021 10:28:29 AM - [Submitted |]
Department Director: Brian Gaddie at 8/6/2021 10:54:07 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 8/9/2021 8:54:22 AM - [Returned for more information |
Please include that pages of the contract that show the pricing; pricing must match pricing on quote]
Submitter: Matt E. Willier at 8/11/2021 7:59:05 AM - [Submitted | A new quote was revised and
attached to show MSRP plus discount.]
Department Director: Brian Gaddie at 8/11/2021 9:39:32 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 8/16/2021 9:00:27 AM - [Approved |]
Compliance: Jaime Guillen at 8/17/2021 10:21:39 AM - [Approved |]
Finance (Budget): Mary Rasmussen at 8/18/2021 10:55:30 AM - [Returned for more information | This
is not an appropriation. Check the Authorize and Award boxes.]
Submitter: Matt E. Willier at 8/19/2021 9:36:14 AM - [Submitted |]
Department Director: Brian Gaddie at 8/19/2021 10:12:48 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 8/19/2021 10:22:52 AM - [Approved |]
Compliance: Katie M. Bartle at 8/19/2021 12:39:28 PM - [Approved |]
Finance (Budget): Mark Lang at 8/19/2021 2:41:42 PM - [Approved | The fiscal note has been
attached.]
Executive: Troy Schulte at 8/19/2021 4:42:25 PM - [Approved |]
Legal: Elizabeth Freeland at 9/7/2021 10:15:38 AM - [Returned for more information | Please check
email for questions. Thx!]
Submitter: Matt E. Willier at 9/9/2021 10:33:06 AM - [Submitted |]
Department Director: Brian Gaddie at 9/9/2021 12:05:52 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 9/9/2021 1:01:32 PM - [Approved |]
Compliance: Katie M. Bartle at 9/9/2021 1:46:43 PM - [Approved |]
Finance (Budget): Mark Lang at 9/9/2021 3:43:31 PM - [Approved | A revised fiscal note has been
attached.]
Executive: Sylvya Stevenson at 9/9/2021 4:12:53 PM - [Approved |]
Legal: Elizabeth Freeland at 9/16/2021 8:29:17 AM - [Approved |]



Jackson County Public Works Department

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

MEMORANDUM

TO: Katelyn Edgar, Finance and Purchasing Department

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

DATE: July 20, 2021

SUBJECT: Vehicle Purchase

The requested purchase is for 2 single axle dump trucks outfitted with snow equipment package and hydraulics, dump bed, and front plow assembly. These trucks are critical to Public Works Road & Bridge functions and are utilized to combat inclement winter weather, County right-of-way maintenance, and the Annual Road Program. Last year, the Road & Bridge Division completed a right sizing exercise for large specialty equipment and these trucks were found to be necessary and are part of the County's fleet replacement program.

Public Works Road & Bridge requests using Sourcewell Contract No. 080818-VCM for this purchase. This is an existing competitively bid contract, and the order will be filled by Viking Cives Midwest of Morley, MO.

Pursuant to Section 1030.4 of the Jackson County Code, the Purchasing Department recommends the purchase of these trucks from Viking Cives Midwest of Morley, MO under the term and conditions of Sourcewell Contract No. 080818-VCM, an existing competitively bid contract.

Please consider the attached quote for the Road and Bridge Division of Public Works to purchase 2 outfitted single axle dump trucks to add to the Road & Bridge Division.

Thank you for your consideration,

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



22956 Hwy 61
 PO Box 295
 Morley, MO 63767
 Phone: 573-262-3545
 Fax: 573-262-3369

Quote

Quote #	Date
167388	08/09/21

Customer		
JACKSON CO PUBLIC WRKS RD & BRIDGE		
*****email invoices*****		
34900 E. OLD U.S. 40 HWY		
OAK GROVE	MO	64075

Ship To		
JACKSON CO PUBLIC WORKS RD & BRIDGE		
34900 OLD US 40 HWY		
OAK GROVE	MO	64075

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	DALE	08/09/21			

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 080818-VCM Customer member # (50994) Item sold (SW-TK0100, SW-TK0554, SW-CH0400, NJ2500)	2.00	EA	0.00	0.00
SW-CH0400	Single axle truck for 10' body packages, International - MSRP price is shown, discounted price at 25% off MSRP is \$80,174.0025	2.00	EA	106,898.67	213,797.34
SALES	MSRP price is shown, discounted price at 25% off MSRP is \$70,933.00 Below items are part of a complete Viking Cives 10' dump body package and are included in the pricing	2.00	EA	94,577.33	189,154.66
S7060	3" x 10" SA lift cylinder	2.00	EA	0.00	0.00
S7020-1	MoDOT bumper hitch with bolt on 12" channel bumper ends	2.00	EA	0.00	0.00
S7312	MoDOT swivel for MW plow w/ drop bars and hardware	2.00	EA	0.00	0.00
46636AUY	MWSL30R10 Plow assembly with push frame, A-frame, two-chain lift, deflector and plow markers (no swivel or cutting edge)	2.00	EA	0.00	0.00
S7276	1.5" x 10" x 120.5" Rubber edge with slotted holes and cover bar	2.00	EA	0.00	0.00
MSRP2160	Viking 10' Corten steel municipal dump body that includes doghouse and cab shield corners - less hoist, load cover, LED warning lights, tension hoop, auxiliary hydraulic connections and installation - Western Style crossmemberless design - Corten material - 36" side height - 36" tailgate height - 1/4" AR450 floor	2.00	EA	0.00	0.00



22956 Hwy 61
 PO Box 295
 Morley, MO 63767
 Phone: 573-262-3545
 Fax: 573-262-3369

Quote

Quote #	Date
167388	08/09/21

Customer		
JACKSON CO PUBLIC WRKS RD & BRIDGE		
*****email invoices*****		
34900 E. OLD U.S. 40 HWY		
OAK GROVE	MO	64075

Ship To		
JACKSON CO PUBLIC WORKS RD & BRIDGE		
34900 OLD US 40 HWY		
OAK GROVE	MO	64075

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	DALE	08/09/21			

Item	Description	Ordered	UOM	Price Per	Total Price
	<ul style="list-style-type: none"> - Pullout ladder with grab handle - Fully welded and dirt-shedding - 1/4" Corten trapezoid style, fully enclosed long sills (no splices) - Horizontal bracing sloped and fully welded - Driver's side hydraulic lines to rear for spreader hookup - Flush-mount tailgate - Painted black 				
MSRP2260	Hoist package for Viking platform or single axle dump body for installation on clean frame	2.00	EA	0.00	0.00
MSRP2310	Load cover with asphalt tarp for 10' body	2.00	EA	0.00	0.00
MSRP2450	Bolt-on Corten asphalt lip - 11"	2.00	EA	0.00	0.00
MSRP3010	Hydraulic system for Jackson County, which includes: <ul style="list-style-type: none"> - Ultra spreader controls - 30-gallon reservoir - Four and five bank stainless steel valve enclosure 	2.00	EA	0.00	0.00
MSRP3190	Snow and ice hydraulic install kit (includes hoses, fittings and hardware)	2.00	EA	0.00	0.00
MSRP5135	Viking municipal lighting package	2.00	EA	0.00	0.00
MSRP5193	LED heated plow light	2.00	EA	0.00	0.00
MSRP9100	Single axle install kit (includes miscellaneous electrical components and hardware)	2.00	EA	0.00	0.00
MSRP9140	Mud flap kit (includes front anti-sails and rear removable pin brackets)	2.00	EA	0.00	0.00
NJ2500	Option to modify package with 25% off MSRP (Total 25% discount off MSRP price shown)	2.00	EA	-50,369.00	-100,738.00

Prepared By: Chris

Memo:

Sub-Total	302,214.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	302,214.00

Customer must fill out the information below before the order can be processed.

Accepted by: _____ **Date:** _____ **P.O.#:** _____

**Quoted price does not include any applicable taxes.*

**Terms are Due Upon Receipt unless prior credit*

**Terms for established accounts, NET 30 days*

**Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis*

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 080818-VCM

Proposer's full legal name: Cives Corporation dba Viking Cives Group

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be October 29, 2018 and will expire on October 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
78144D620E884E3...
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
3F76ED38A647448...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on October 22, 2018

Sourcewell Contract # 080818-VCM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Viking-Cives Midwest

Authorized Signatory's Title General Manager

Stephen H. Rider
VENDOR AUTHORIZED SIGNATURE

Stephen H. Rider
(NAME PRINTED OR TYPED)

Executed on 11/6, 2018

Sourcewell Contract # 080818-VCM

Jackson County, Missouri

AFFIDAVIT

STATE OF Mo)
COUNTY OF Scott) SS.

David Wentzel of the City of Morley
County of Scott State of MO being duly sworn on her or his oath, deposes and says;

1. That I am the General Manager (Title of Affiant) of Viking-Cives Midwest, Inc (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.

2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).

3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.

4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2020 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.

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

6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List

7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Viking-Cives Midwest (Name of Bidder)
By: [Signature] (Signature of Affiant)
General Manager (Title of Affiant)

Subscribed and sworn to before me this 20th day of July, 2021

Kevin F. Britton

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

State of Missouri

My Commission Expires: 03-21-2025



Jackson County Missouri

Certificate of Compliance



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

Viking-Cives Midwest, Inc.
1200 NW Pamela Blvd B
Grain Valley, MO 64029
2021 Certificate: 20210224VC26

Issued: 2021-02-24
Expires: 2021-12-31

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

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

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

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, September 20, 2021, for the purpose of conducting privileged and confidential communications under section 610.021(2) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 20767, September 20, 2021

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, September 20, 2021, during the regularly scheduled meeting of the Legislature; and,

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

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

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, September 20, 2021, pursuant to section 610.021(2), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20767 of September 20, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature