

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE enacting chapter 73., Jackson County Code, 1984, consisting of sections 7300., 7301., 7302., 7303., 7304., 7305., 7306., 7307., 7308., and 7309., relating to the establishment of a Prescription Drug Monitoring Program with a severability clause, penalty provision, and effective date.

ORDINANCE NO. 4912, October 17, 2016

INTRODUCED BY Crystal Williams, Theresa Galvin, and Tony Miller, County Legislators

WHEREAS, the State of Missouri is the only state in the union without a comprehensive statewide program that requires pharmacies to monitor or track the prescribing and dispensing of schedule II, III, and IV Controlled Substances within the state; and,

WHEREAS, after repeated consideration, the Missouri General Assembly has failed to enact legislation to establish such a statewide program as exists in the other forty-nine states; and,

WHEREAS, in the absence of a statewide program, Jackson County desires to enact an ordinance establishing a Prescription Drug Monitoring Program in its jurisdiction; and,

WHEREAS, the Legislature hereby approves the creation of the Prescription Drug Monitoring Program; now therefore,

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

Section A. Enacting Clause. Chapter 73., Jackson County Code, 1984, consisting of sections 7300., 7301., 7302., 7303., 7304., 7305., 7306., 7307., 7308., and 7309. is hereby enacted, to read as follows:

CHAPTER 73

PRESCRIPTION DRUG MONITORING PROGRAM

7300. Prescription Drug Monitoring Program Established.

There is established the Prescription Drug Monitoring Program ("PDMP"). The provisions of the PDMP shall not apply to persons licensed pursuant to chapter 340 of the Revised Statutes of Missouri (RSMo), which deals with the licensing of veterinarians, and shall be in effect throughout that portion of Jackson County outside of the corporate limits of the Cities of Kansas City and Independence. This chapter shall also apply within the City of Independence and/or the City of Kansas City, if such city adopts an ordinance consenting to such jurisdiction.

7301. Definitions.

As used in this chapter, the following terms shall have the meanings ascribed to them:

- (1) "Controlled Substance" means a drug, substance or immediate precursor in Schedules I through V as set out in chapter 195, RSMo.

(2) "Coordinator" means the Jackson County Prescription Drug Monitoring Program Coordinator, or the person or persons duly designated by the Coordinator to carry out the duties of the Coordinator specified in the PDMP.

(3) "Dispenser" means a person who delivers a Schedule II, III, or IV Controlled Substance to a patient. However, the term does not include:

(a) A hospital as defined in section 197.020, RSMo, that distributes such substances for the purpose of inpatient care or dispenses prescriptions for controlled substances at the time of discharge from such facility;

(b) A practitioner or other authorized person who administers such a substance; or,

(c) A wholesale distributor of a Schedule II, III, or IV Controlled Substance; or

(d) A hospice as defined in section 197.250(5), RSMo, that distributes such substances for the purpose of physical or psychological care for dying persons.

(4) "Patient" means a person who is the ultimate user of a drug for whom a prescription is issued or for whom a drug is dispensed, not including a hospice patient enrolled in a Medicare-certified hospice program who has controlled substances dispensed to him or her by such hospice program;

(5) "Schedule II, III, or IV Controlled Substance" means a controlled substance listed in Schedules II, III, or IV as set out in chapter 195, RSMo, or as set out in the Controlled Substances Act, 21 U.S.C. section 812.

7302. Establishment of monitoring program; coordination with other jurisdictions.

7302.1 The Coordinator shall establish and maintain a program for monitoring the prescribing and dispensing of all Schedule II, III, and IV Controlled Substances by professionals licensed to prescribe or dispense such in that portion of Jackson County covered by this chapter, and may implement such rules which in the Coordinator's opinion are necessary to implement such program. The program established and maintained by the Coordinator shall operate so as to be consistent with federal law concerning regulation of Schedule II, III, or IV Controlled Substances and with privacy of lawful users of same. The rules may provide for the Coordinator to suspend the requirement of reporting a particular category of information pursuant to this section, if the Coordinator determines that so reporting will conflict with collection of other reported information by the collection management system of the monitoring program. The rules shall be effective upon approval of the County Legislature and shall be filed with the Clerk of the County Legislature.

7302.2 Within seven business days of having dispensed a Schedule II, III, or IV Controlled Substance, the Dispenser of same shall submit to the

Coordinator, or to an agency or entity designated by the Coordinator, information regarding such dispensing. The information shall be submitted electronically. The information submitted for each dispensing shall at minimum include:

- (a) The pharmacy's Drug Enforcement (DEA) number;
- (b) The date of dispensation;
- (c) If dispensed via a prescription:
 - (i) The prescription number or other unique identifier;
 - (ii) Whether the prescription is new or a refill;
 - (iii) The prescriber's DEA or National Provider Identifier (NPI) number;
 - (iv) The National Drug Code (NDC) of the drug dispensed;
 - (v) The quantity and dosage of the drug dispensed;
 - (vi) An identifier for the patient to whom the drug was dispensed, including but not limited to any one of the following: a driver's license number; the patient's government-issued identification number; the patient's insurance cardholder identification number; or the patient's name, address, and date of birth.

7302.3 The Dispenser's submission of the required information shall be in accordance with transmission standards established by the American Society for Automation in Pharmacy or any of its successor organizations.

7302.4 The Coordinator is authorized to issue a waiver of the electronic transmission requirement to a Dispenser demonstrably unable to comply with the requirement. A waiver shall expire one year from the date of its issuance. Required information submitted under a waiver shall be submitted within the same time frame as it required herein for electronic transmission.

7302.5 A Dispenser who has not received a waiver of the electronic submission requirement but who, due to unforeseen circumstances, is temporarily unable to transmit dispensation information electronically may upon application to the Coordinator receive an extension of up to 10 business days in which to submit the required dispensation information by electronic transmission, which extension may be renewed upon subsequent showing of need by the applicant Dispenser.

7302.6 The Coordinator shall make a decision concerning an application for a waiver or extension within three business days of receipt thereof. An applicant for a waiver or extension who has been aggrieved by a decision of the Coordinator may appeal the decision according to law within three business days of the Coordinator's decision.

7303. Dispensation information to be closed pursuant to law.

7303.1 Except when provided to persons or agencies authorized by this chapter to receive such information, dispensation information submitted to the Coordinator or the Coordinator's designee is a closed record pursuant to sections 338.100 and 610.021(14), RSMo, and not subject to public disclosure except as provided by law. No person shall provide such information to any person or agency not authorized by this chapter to receive it.

7303.2 The Coordinator shall develop and maintain procedures to ensure that the privacy and confidentiality of patients and personal information collected, recorded, transmitted, and maintained are not disclosed to persons not authorized by this ordinance to receive dispensation information.

7304. Coordinator to notify law enforcement or regulatory agency upon reasonable belief of a law or professional standards violation.

The Coordinator shall review dispensation information received and, if the Coordinator develops a reasonable belief that a violation of law has occurred, or develops a reasonable belief that a breach of professional standards has occurred, the Coordinator shall notify the appropriate law enforcement agency or the appropriate professional licensing, certification or regulatory agency. The Coordinator may provide any

dispensation information requested by such entities when advised that such information is required for conduct of an official investigation.

7305. Persons authorized to be provided dispensation information.

7305.1 Dispensation information and other data compiled by the Coordinator in connection with the monitoring program established by the Coordinator may be provided to the following persons upon a duly made request:

- (a) Persons, whether in or out of the State of Missouri, who are authorized to prescribe or dispense controlled substances, if the requesting person demonstrates that the request is made for the purpose of providing medical or pharmaceutical care for a patient;
- (b) Persons who request their own dispensation information in accordance with law;
- (c) The Missouri State Board of Pharmacy;
- (d) Any state board charged with regulating a professional authorized or prescribe or dispense controlled substances, and which has duly requested the information or data in the course of a current and open investigation into the acts of a professional under the jurisdiction of the state board. Only information related to the subject professional shall be provided by the Coordinator;

- (e) Local, state, and federal law enforcement or prosecutorial officials, both in or outside of Missouri, who are engaged in the administration, investigation or enforcement of laws governing prescription drugs based on a specific case and under a subpoena issued pursuant to court order;
- (f) The MO HealthNet division of the Missouri Department of Social Services regarding MO HealthNet program recipients; or
- (g) Any person pursuant to a subpoena issued by a judge or a judicial official pursuant to court order.

7305.2 In addition to the above-specified persons, the Coordinator may provide dispensation information and data to public or private entities for statistical or education purposes; however, the Coordinator shall first delete any information that could reasonably be thought usable to identify individual persons.

7306. Pharmacists or prescribers not required to obtain information from the Coordinator.

This chapter shall not be construed or interpreted to require a pharmacist or prescriber to obtain dispensation information possessed or maintained by the Coordinator.

7307. Penalties.

7307.1 No person, absent lawful authority, shall knowingly access or disclose prescription or dispensation information maintained by the Coordinator pursuant to the PDMP, or knowingly violate any other provision of the PDMP.

7307.2 Any person convicted of violating any provision of this chapter shall be punished by a fine of up to \$500 per violation or up to 90 days in jail per violation, or both.

7308. Establishment of Prescription Drug Monitoring Program Fund.

The Jackson County Director of Finance and Purchasing is authorized and directed to establish a fund to be designated as the "Prescription Drug Monitoring Program Fund" for the purpose of helping to fund a Prescription Drug Monitoring System and Prescription Drug Monitoring Program. All interest earned by the funds deposited in such special account shall be retained in the account to be appropriated according to provisions of this chapter. All expenditures from such fund shall be appropriate in accordance with applicable law.

7309. Deposit in Prescription Drug Monitoring Program Fund.

The Director of Finance and Purchasing upon receipt of funds designated for the Prescription Drug Monitoring Program Fund shall place said received payments in the Prescription Drug Monitoring Program Fund established in this chapter.

Section B. Severability Clause.

The provisions of this Ordinance are severable. In the event any provision of this Ordinance is determined to be invalid, the remaining provisions shall not be affected, except that in no case shall this Ordinance be valid and enforceable without the confidentiality provisions of section 7303. of this Ordinance.

Section C. Penalty Provision.

Any violation of any penal provision of this Ordinance shall be punishable pursuant to section 7307. of this Ordinance.

Section D. Effective Date.

This Ordinance shall be effective as of January 1, 1017.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4912 introduced on October 17, 2016, was duly passed on _____, 2016 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. 4912.

Date

Frank White, Jr., County Executive

Funds sufficient to implement this Ordinance are subject to appropriation.



Date



Chief Financial Officer

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$1,050.00 from the undesignated fund balance of the 2016 Grant Fund in acceptance of the Summer Food Service Program for Children Grant awarded by the Missouri Department of Health and Senior Services, and authorizing the County Executive to execute an agreement for the expenditure of grant funds.

ORDINANCE NO. 4913, October 17, 2016

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Environmental Health Division of the Public Works Department has been awarded a grant in the amount of \$1,050.00 by the Missouri Department of Health and Senior Services; and,

WHEREAS, these grant funds are used for the reimbursement of overtime for conducting food safety inspections at summer food service sites in Jackson County; and,

WHEREAS, an appropriation is necessary to place the grant funds in the appropriate spending accounts; 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 Summer Feeding Program			
010-1562	45873 – Increase Revenues	\$1,050	
010-2810	Undesignated Fund Balance		\$1,050
010-2810	Undesignated Fund Balance	\$1,050	
010-1562	55030 – Overtime		\$1,050

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute any documents necessary to give effect to this Ordinance.

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. 4913 introduced on October 17, 2016, was duly passed on _____, 2016 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. 4913.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$1,050.00



Date



Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4913

Sponsor(s): Scott Burnett

Date: October 17, 2016

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title; Accept and appropriate \$1050 from the undesignated fund balance of the 2016 grant fund for inspections completed on the summer feeding program.</p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="342 533 1230 848"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>1050\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>1050\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT 010-2810 \$1050 TO ACCT 010-1562-55030 \$1050</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	1050\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	1050\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 010-2810 \$1050 TO ACCT 010-1562-55030 \$1050
Amount authorized by this legislation this fiscal year:	1050\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	1050\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 010-2810 \$1050 TO ACCT 010-1562-55030 \$1050										
PRIOR LEGISLATION	<p>Prior ordinances and (date): None</p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Deb Sees, Environmental Health Administrator</p>										
REQUEST SUMMARY	<p>Conducted food safety inspections for the summer food service program sponsored by the Department of Agriculture. Under reimbursement requirements in the participation agreement we completed 4 central kitchen inspections, 6 vended sites, 1 follow up inspection and 1 attempted inspection for a total of \$1050.00. These inspections are done during the day, early morning, evenings and weekends. The \$1050 will be used to replace overtime money that we used.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	Participation Agreement	
REVIEW	Department Director:	Date: 9-28-2016
	Finance (Budget Approval): If applicable	Date: 10/3/16
	Division Manager:	Date: 10/12/16
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant fund- undesignated fund balance	\$1050

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

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

Date: October 3, 2016

ORD # 4913

Department / Division	Character/Description	From	To
Grant Fund - 010			
1562 - Summer Feeding Program	45873 - Increase Revenues	1,050	
2810	Undesignated Fund Balance		1,050
2810	Undesignated Fund Balance	1,050	
1562 - Summer Feeding Program	55030 - Overtime		1,050

 10/3/16
Budgeting



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
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CONTRACT NO. ERS2191646I	VENDOR NO. 44600052414
FUNDING SOURCE	
STATE 0%	FEDERAL 100%

CONTRACT START DATE May 15, 2016	CONTRACT END DATE September 15, 2016	RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	SUBJECT TO SINGLE AUDIT REQUIREMENTS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
FEDERAL AGENCY NAME Department of Agriculture/ Food and Nutrition Service	FEDERAL AWARD YEAR 2016	CFDA NO. 10.559	CFDA TITLE Summer Food Service Program for Children
FEDERAL AWARD NO. 3MO300305-2016	FEDERAL AWARD NAME Child Nutrition		

1. This Agreement is entered into by and between the State of Missouri, Department of Health and Senior Services (hereinafter referred to as the Department) and the below named Provider, for the purpose of conducting food safety inspections and enforcing expeditious correction of priority violations in food preparation and service at Summer Food Service Program (SFSP) meal production and meal service sites.
2. This Agreement shall consist of: (1) this form, (2) Attachment A - Certification, (3) the Terms and Conditions, the latter two of which are attached hereto and incorporated by reference as if fully set forth herein.
3. To the extent that this Agreement involves the use, in whole or in part, federal funds, the signature of the Provider's authorized representative on this Agreement signature page indicates compliance with the Certifications contained in Attachment A.
4. **Training:**
 - 4.1 The Department will provide regional training in each District prior to the start of the SFSP. The training will present the Agreement and its deliverables, inspection requirements and reimbursement requirements.
 - 4.2 The Provider shall ensure that their staff responsible for conducting inspections attend one of the training opportunities.
5. **Inspection sites:**
 - 5.1 The Provider shall perform sanitation and food safety inspections at all SFSP sites and associated food service management companies, including schools that prepare food for off-site service locations, as designated by the Department.
 - 5.2 The Provider shall not perform sanitation and food safety inspections at schools that do not prepare food for off-site service locations.
 - 5.3 The Provider, if informed of changes to SFSP sites by the SFSP site or by others, must verify with the Department prior to inspecting these sites. The Department will not reimburse the Provider for inspections conducted that do not match the date, day of the week, or time on the SFSP Site Listing. Provider must obtain written approval from the Department prior to conducting an inspection that deviates from the SFSP Site Listing.
6. **SFSP Site Listing:**
 - 6.1 To ensure up to date site information, the Provider must print the SFSP Site Listing no more than seven (7) days prior to the date of inspection.
 - 6.2 The Provider can obtain a copy of the SFSP Site Listing at:
<http://health.mo.gov/living/wellness/nutrition/foodprograms/sfsp/inspectors.php>.
7. **Inspection requirements:**
 - 7.1 The Provider shall conduct sanitation and food safety inspections as outlined in Section 2.0 Food Safety, subsections: 2.1 through 2.3, of the Environmental Health Operational Guidelines (EHOG), available at:
<http://health.mo.gov/atoz/ehog/index.php>;
 - 7.2 The Provider shall conduct sanitation and food safety inspections that comply as follows:
 - 7.2.1 Within the first half of each SFSP site's dates of operation, as listed in the SFSP Site Listing;
 - 7.2.2 The start time of the inspection, for a central kitchen site or a self-prep site must be within 1 hour prior to service or during service hours;



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- 7.2.3 The start time of the inspection for a vended site must not exceed 30 minutes prior to the start of service;
- 7.2.4 The inspection of central kitchens and self-prep sites must be a minimum of 30 minutes and there is no minimum time requirement for service sites.

1. **Inspection Reports:**

- 8.1 The Provider shall use the Inspection Report Form, provided by the Department for inspections, follow-up inspections, and attempted inspections. The Provider must submit a completed Inspection Report Form and SFSP Site Listing to the Department within two (2) weeks following the date of inspection.
 - 8.1.1 The Provider shall complete the Inspection Report.
 - 8.1.2 The Provider shall enter the inspection date, "Time In", and "Time Out" on form.
 - 8.1.3 A completed report includes information provided in all fields on the form, the evaluation of all food safety measures, the review of any Time as a Public Health Control plans and records, and shall list the menu items and the temperatures of these foods; incomplete inspection reports may not be payable.
- 8.2 The Provider can obtain the Inspection Report Form at: <http://health.mo.gov/warehouse>.

2. **Follow-up Inspections:**

- 9.1 The Provider shall conduct follow-up inspections, to verify correction of priority violations that were not corrected during the initial inspection. The Provider must submit a completed Inspection Report Form and SFSP Site Listing to the Department within two (2) weeks following the date of inspection.
- 9.2 The Provider shall conduct the follow-up inspections according to the EHO or to the local public health agency's written plan.
- 9.3 The Department will reimburse Providers for follow-up inspections, provided they meet the criteria within this Agreement.

3. **Attempted Inspections:**

- 10.1 If the Provider attempts to inspect facilities or service sites that are either no longer operating or have changed their hours of operation. The Provider must submit to the Department within two (2) weeks following the date of attempted inspection:
 - 10.1.1 A Sanitation Observation Form E6.07, in which the Provider must clearly note the time of the site visit; or
 - 10.1.2 An Inspection Report form completed with the information readily available to the inspector; and
 - 10.1.3 A copy of the applicable SFSP Site Listing.
- 10.2 The Provider can obtain the Inspection Report form and/or Sanitation Observation Form E6.07 at: <http://health.mo.gov/warehouse>.

4. **Approval of Inspections/Submission of Forms:**

- 11.1 For initial inspections, the Provider must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
- 11.2 For follow-up inspections, the Provider must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
- 11.3 For attempted inspections, the Provider must submit the complete and legible Sanitation Observation Form or Inspection Report form for each SFSP site within two (2) weeks following the date of inspection.
- 11.4 For all inspections, the Provider must submit the SFSP Site Listing for each SFSP site inspected or attempted to inspect that the Provider printed no more than 7 days prior to the date of inspection.
- 11.5 If the inspections and forms do not comply with the requirements set out in this Agreement, the Department will not approve the inspections for reimbursement.



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11.6 The Provider shall remit all forms to:
Department of Health and Senior Services
Bureau of Environmental Health Services
Attention: SFSP Inspections
930 Wildwood Drive
P.O. Box 570
Jefferson City, MO 65102

5. **Reimbursement Requirements:**

- 12.1 The Department will not reimburse the Provider for more than 16 initial inspection(s) if the Provider does not obtain prior written approval from the Bureau of Environmental Health Services, Department of Health and Senior Services via email to BEHS.SUMMERFOOD@health.mo.gov.
- 12.2 The Department will not reimburse the Provider for any inspections or attempted inspections:
- 12.2.1 If the Provider fails to submit the Inspection Report Forms or the Sanitation Observation Form E6.07 by the deadline set out in paragraph 11; or
- 12.2.2 If either the Provider's Inspection Report Form or the Sanitation Observation Form E6.07 do not meet the criteria for approval by the Department set out in this Agreement.
- 12.3 Initial Inspections:
- 12.3.1 **Central Kitchens and Self-Prep Sites:**
- a. The Department will reimburse the Provider at a fixed rate of **\$125** for each approved initial inspection conducted for central kitchens and self-prep sites that the Provider conducts within the first half of the site's operation dates.
- b. The Department will reimburse the Provider at a fixed rate of **\$75** for each approved initial inspection conducted for central kitchens and self-prep sites that the Provider conducts after the first half of the site's operation dates but before the last date(s) of the site's operation.
- 12.3.2 **Vended Sites:**
- a. The Department will reimburse the Provider at a fixed rate of **\$80** for each approved initial inspection conducted for vended sites that the Provider conducts within the first half of the site's operation dates.
- b. The Department will reimburse the Provider at a fixed rate of **\$50** for each approved I initial inspection conducted for vended sites that the Provider conducts after the first half of the site's operation dates but before the last date(s) of the site's operation
- 12.4 Follow-up inspections:
- 12.4.1 The Department will reimburse the Provider at a fixed rate of **\$60** for each approved follow-up inspection conducted for central kitchens and self-prep site that the Provider conducts.
- 12.4.2 The Department will reimburse the Provider at a fixed rate of **\$40** for each approved follow-up inspection conducted for vended sites that the Provider conducts.
- 12.5 Attempted Inspections:
- 12.5.1 The Department will reimburse the Provider at a fixed rate of **\$30** for each approved attempted inspection the provider conducts.
- 12.5.2 The Department will not reimburse the Provider for more than two attempted inspections per facility.
- 12.6 Providers that agree to conduct inspections outside their agency's normal jurisdiction will be reimbursed an additional \$10 per inspection conducted. Inspections conducted outside the Provider's jurisdiction will apply toward the limit on the total number of inspections the Provider can conduct set out in 12.1, above.



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6. **Invoices:**
- 13.1 The Provider shall submit a single invoice for all work performed and reported during the contract period by October 15, 2016.
 - 13.1.1 The Provider may not submit more than one invoice, or submit an invoice later than October 15, 2016, unless the Provider obtained prior written approval from the Department.
 - 13.1.2 The Provider may submit its request for an exception to BEHS.SUMMERFOOD@health.mo.gov.
 - 13.2 The Provider shall submit the invoice to the Department on the standard DH-38 billing form and shall include the agreement number and invoice number of "SFSP16ALL".
 - 13.3 If the Department denies a Provider's request for payment, the Department shall provide the Provider with written notice of the reason(s) for the denial.
 - 13.4 The Department shall not reimburse the Provider based on any invoice that the Provider does not submit in accordance with the requirements set out in this Agreement.

7. **Termination:**
- 14.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effectively immediately upon providing written notification to the Provider if:
 - 14.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 14.1.2 A change in federal or state law relevant to this contract occurs; or
 - 14.1.3 A material change of the parties to the contract occurs; or
 - 14.1.4 By request of the Provider.
 - 14.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
 - 14.2.1 The Department will provide written notice to the Provider at least thirty (30) calendar days prior to the effective date of such termination.
 - 14.2.2 The Provider shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
 - 14.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

15. This agreement expresses the complete agreement of the parties and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Performance shall be governed solely by the terms and conditions contained in this agreement. By signing below, the Provider and Department agree to all terms and conditions set forth in this agreement.

PROVIDER AGENCY NAME Jackson County Public Works		
AUTHORIZED PROVIDER SIGNATURE: ▶ <i>Deb Sees</i>	PRINTED NAME/TITLE: <i>Deb Sees Environmental Health Administrator</i>	DATE: <i>4/29/16</i>
DIVISION OF ADMINISTRATION DIRECTOR/DESIGNEE: ▶	PRINTED NAME/TITLE: Director or Designee, Division of Administration	DATE:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$51,769.00 from the undesignated fund balance of the 2016 Special Obligation Bond Capital Project Fund for additional work and upgrades within the Regional Animal Shelter.

ORDINANCE NO. 4914, October 17, 2016

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Ordinance 4187, dated January 25, 2010, the Legislature did authorizing the issuance of Taxable Special Obligation Bonds (Animal Shelter Project)(Build America Bonds) Series 2010, to be used for the construction of the Regional Animal Shelter; and,

WHEREAS, the Facilities Management Division of the Public Works Department recommends certain building improvements to the Regional Animal Shelter; and,

WHEREAS, the recommended improvements, including the addition of surgical tables, canine play yard canopies, surgical lights, and faucets, will be completed using existing term and supply contracts; and,

WHEREAS, an appropriation is necessary to place the funds needed for these additional projects in the proper spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2016 Special

Obligation Bond Capital Project Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Obligation Bond Capital Project Fund Independence Animal Shelter			
014-2810	Undesignated Fund Balance	\$51,769	
014-1522	58020 – Buildings & Improvements		\$51,769

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. 4914 introduced on October 17, 2016, was duly passed on _____, 2016 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. 4914.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 014 2810
ACCOUNT TITLE: Special Obligation Bond Capital Project Fund
Undesignated Fund Balance
NOT TO EXCEED: \$51,769.00


Date


Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION


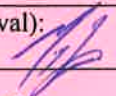
Completed by County Counselor's Office:

~~Res~~/Ord No.: 4914

Sponsor(s): Dennis Waits

Date: October 17, 2016

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Appropriation of Funds from the 2016 Undesignated Fund Balance to Special Obligation Bond C/P Account 58020 (Building Improvement Account)</u></p>														
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$51,768.82</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$51,768.82</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> </table> <table border="1"> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT 014 Account 32810 \$51,768.82</td> </tr> <tr> <td>FROM 014-32810 Undesignated Fund Balance Special Obligation Bond Capital Project Fund</td> <td>TO ACCT Fund Account 58020 \$51,768.82</td> </tr> <tr> <td>TO 014-1522-58020 Special Obligation Bond Capital Project Fund Buildings and Improvements</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$51,768.82	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$51,768.82	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 014 Account 32810 \$51,768.82	FROM 014-32810 Undesignated Fund Balance Special Obligation Bond Capital Project Fund	TO ACCT Fund Account 58020 \$51,768.82	TO 014-1522-58020 Special Obligation Bond Capital Project Fund Buildings and Improvements	
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Amount previously authorized this fiscal year:	\$														
Total amount authorized after this legislative action:	\$51,768.82														
Amount budgeted for this item * (including transfers):	\$														
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 014 Account 32810 \$51,768.82														
FROM 014-32810 Undesignated Fund Balance Special Obligation Bond Capital Project Fund	TO ACCT Fund Account 58020 \$51,768.82														
TO 014-1522-58020 Special Obligation Bond Capital Project Fund Buildings and Improvements															
PRIOR LEGISLATION	<p>Prior ordinances and (date): Ordinances 4187 (1/25/10), 4222 (8/2/10)</p> <p>Prior resolutions and (date):</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Joseph Tomlinson, Facilities Management Administrator, 881-3748</p>														
REQUEST SUMMARY	<p>Transfer of remainder of Bond Proceed funds for the Great Plains SPCA Animal Shelter to the Building Improvement Account listed above to be used for building improvement tasks, to include surgical tables, canine play yard canopies, surgical lights, and electronic surgical faucets. These tasks will be done through Term and Supply contracts. These items and prices are listed as attachments to this RLA.</p>														

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	1. Proposal to construct and install two (2) outdoor canopies for canine play yards. 2. Proposal to provide two (2) surgical steel countertops and one (1) shelf for the Shelter's surgical center. 3. Proposal to provide two (2) LED Medical Illumination Lights for the Shelter's surgical center. 4. Proposal to provide two (2) electronic Medical Faucets for the Shelter's surgical center.	
REVIEW	Department Director: 	Date: 10.6.2016
	Finance (Budget Approval): <i>If applicable</i> 	Date: 10/6/16
	Division Manager: <i>Marylou Brown</i>	Date: 10/13/16
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
014-2810	Special Obligation Bond Capital Project Fund	\$51,768.82

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Architectural / Commercial / Design / Engineering / Fabrication / Industrial / Installation

STANDARD SHEET METAL

405 NORTH OLIVE STREET
KANSAS CITY, MO 64120

office: 816.221.5434

fax: 816.221.8022

WWW.STANDARDSHEETMETAL.COM



Date 5/24/2016

Customer: George Jonas

Reference: S.S. counter tops

Attention : George

SCOPE: Fabrication of the following.

- **One Counter top 16 foot long and 25" Deep with welded sink per existing counter. Material will be 18 ga.**
- **One Counter top 8-foot-long and 24" Deep with welded sink per existing counter. Material will be 18 ga.**
- **One 24" x 24" Shelf with wall mounting tabs. All side formed down for strength. Material will be 1/8" Stainless Steel.**

CLARIFICATIONS: ALL Material will be 304L with 2B finish. Wood will be 3/4" plywood.

Exclusions: Install of any kind.

PRICING: \$6,872.00

Deduct \$ 1,876.00 For no sink just hole.

Lead time: 3 weeks

Bid good for 30 days

26244

SMALL CEILING
XLDE-SC



[Click here to enlarge](#)

Your Price: \$1,979.00

Product Description:

Medical Illumination MI 500 LED Exam/Diagnostic Single Ceiling Light: XLDE-SC. The MI 500 light is part of the "cutting-edge" MI LED SERIES by Medical Illumination International. EFFICIENT: The MI 500's LED life averages 50,000 hours. It uses significantly less electric consumption than standard halogen lights. COOL.

The MI 500 LED Features: The Light beam and head emit very low heat and are part of our LED solution. **BRIGHT** - The MI 500 light is output rated at 40,000 lux (3,700 foot candles) at a distance of 24". It is whiter, a more color-correct light. **COMPACT** - Its 6" diameter head design is small but powerful and has great arm articulation. **VERSATILE** - Comes with a variety of mounting options, wall mount, portable, single and dual ceiling mounts, and ceiling track mounting. **CONVENIENT** - Available with optional sterilizable handle. See below for more information.

- [Features](#)
- [Specifications](#)
- [Brochure](#)
- [Options](#)

- LED life averages 50,000 hours
- MI 500's light beam and head emit very low heat
- Light is output rated at 40,000 lux (3,700 foot candles) at a distance of 24"
- Whiter, a more color-correct light
- Its 6" diameter head design is small but powerful and has great arm articulation
- Comes with a variety of Mounting Options, wall mount, portable, single and dual ceiling mounts, and ceiling track mounting
- Available with optional sterilizable handle

Camán Construction Company Inc.

5004 Brighton Ave. Kansas City MO 64132

PHONE: 816-471-0410 FAX: 816-472-8401

Date: 7/12/16

Joe Tomlinson
Jackson County Courthouse
415 E. 12th Street, Room G8
Kansas City, Missouri 64106

Project: **Jackson Animal Shelter Canopies.**

PROPOSAL

This letter serves as a summary of the scope of for the above referenced project:

INCLUSIONS AND CLARIFICATIONS :Install Two 20' x 12' canopies at the dog shelter independence, it will be galvanized only, as per sketch previous submitted.

EXCLUSIONS: 1) Paint or stain, electrical.

CLARIFICATIONS: 1) All work to be completed during normal working hours and mutually agreed upon logical sequenced schedule.

TOTAL BID AMOUNT: We acknowledge addenda. Quote is good for 30 days. \$ 39,600.00

If no Galvanized product is need please DEDUCT \$ 2,200.00

Please contact me if any questions at 816-215-5250

Thank you for the opportunity to work with you.:

Juan J. Caman

Sincerely,
Juan Caman
Camán Construction Company Inc.

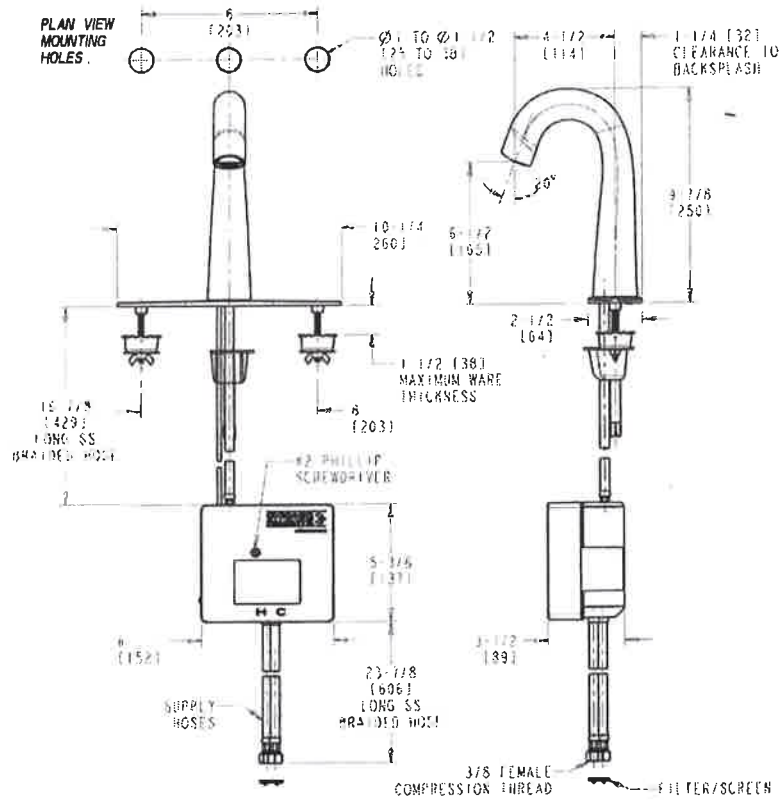
EQ-C13A-13ABCP

Electronic Faucets



Architect/Engineer Specification

Chicago Faucets No. EQ-C13A-13ABCP, EQ High Arc Series Lavatory Sink Faucet with hands-free infrared detection, deck-mounted with 8" centers. Chrome plated. 0.5 GPM (1.9 L/min) vandal-proof, pressure compensating, Econo-Flo non-aerating spray outlet. Dual supply for hot and cold water service. Powered by 4 "AA" alkaline batteries (included) - up to 5-year battery life. Includes stainless steel braided hose(s). Includes concealed thermostatic mixing valve. On-demand IR detection for hands-free actuation and maximum water savings. 20 seconds standard maximum run time; drops to 10 seconds in high use environments for additional water savings. ECAST® construction with less than 0.25% lead content by weighted average. CALGreen compliant. This product meets ADA ANSI/ICC A117.1 requirements and is tested and certified to industry standards: ASME A112.18.1/CSA B125.1, Certified to NSF/ANSI 61, Section 9 by CSA, ASSE 1070, California Health and Safety Code 116875 (AB1953-2006), Vermont Bill S.152, NSF/ANSI 372 Low Lead Content, and California Green Building Standards Code (CALGreen).



*\$550 EA
ANIMAL
SHELTER*

Operation and Maintenance

Installation should be in accordance with local plumbing codes. Flush all pipes thoroughly before installation. After installation, remove spout outlet or flow control and flush faucet thoroughly to clear any debris. Care should be taken when cleaning the product. Do not use abrasive cleaners, chemicals or solvents as they can result in surface damage. Use mild soap and warm water for cleaning and protecting the life of Chicago Faucet products. For specific operation and maintenance refer to the installation instructions and repair parts documents that are located at www.chicagofaucets.com.

Chicago Faucets, member of the Geberit Group, is the leading brand of commercial faucets and fittings in the United States, offering a complete range of products for schools, laboratories, hospitals, office buildings, food service, airports and sport facilities. Call 1.800.TECTRUE or 1.847.803.5000 Option 1 for installation or other technical assistance.



2100 South Clearwater Drive
Des Plaines, IL
P: 847/803-5000
F: 847/803-5454
Technical: 800/TEC-TRUE
www.chicagofaucets.com

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$117,480.00 within the 2016 Special Road and Bridge Fund for the purchase of ballistics vests and emergency equipment for use by the Sheriff's Office.

RESOLUTION NO. 19278, October 17, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office desires to purchase ballistics vests and emergency equipment for its patrol vehicles using uncommitted funds from its 2016 budget; and,

WHEREAS, a transfer is necessary to place the necessary funds in the proper spending account; and,

WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2016 Special Road and Bridge Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road and Bridge Fund Sheriff			
004-4201	55010 – Regular Salaries	\$100,000	
004-4201	55040 – FICA	\$ 17,480	
004-4201	56530 – Maint. & Repair Auto Equip		\$100,000
004-4201	57190 – Wearing Apparel		\$ 17,480

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. 19278 of October 17, 2016, as duly passed on _____, 2016 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 sources indicated below.

ACCOUNT NUMBER: 004 4201 55010
ACCOUNT TITLE: Special Road and Bridge Fund
Sheriff
Regular Salaries
NOT TO EXCEED: \$100,000.00

ACCOUNT NUMBER: 004 4201 55040
ACCOUNT TITLE: Special Road and Bridge Fund
Sheriff
FICA
NOT TO EXCEED: \$17,480.00


Date


Chief Financial Officer

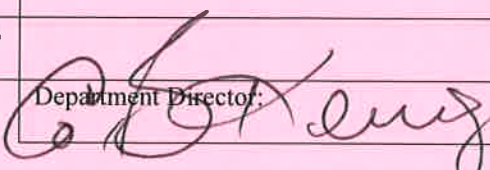
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19278

Sponsor(s): Alfred Jordan

Date: October 17, 2016

SUBJECT	<p>Action Requested</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p>Project/Title: Requesting a transfer of \$17,480.00 from the following line item, 004-4201-55040 (FICA) to 004-4201-57190 (wearing apparel) for the purchase of ballistics vests for law enforcement personnel.</p>														
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$17,480.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$17,480.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code #</td> <td></td> </tr> <tr> <td>FROM: 004-4201-55040</td> <td>\$17,480.00</td> </tr> <tr> <td>TO: 004-4201-57190</td> <td>\$17,480.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):</p> <p>Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$17,480.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$17,480.00	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code #		FROM: 004-4201-55040	\$17,480.00	TO: 004-4201-57190	\$17,480.00
Amount authorized by this legislation this fiscal year:	\$17,480.00														
Amount previously authorized this fiscal year:	\$0														
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Amount budgeted for this item * (including transfers):	\$0														
Source of funding (name of fund) and account code #															
FROM: 004-4201-55040	\$17,480.00														
TO: 004-4201-57190	\$17,480.00														
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>														
CONTACT INFORMATION	<p>RLA drafted by Captain Dave Epperson Jackson County Sheriff's Office Commander (816) 541-8017.</p>														
REQUEST SUMMARY	<p>Requesting an ordinance transferring \$17,480.00 from the following line item, 004-4201-55040 (FICA) to 004-4201-57190 (wearing apparel) for the purchase of ballistics vests for law enforcement personnel.</p>														
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)</p> <p><input type="checkbox"/> Business License Verified (Purchasing & Department)</p> <p><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														
ATTACHMENTS															
REVIEW	<p>Department Director: </p> <p>Date: 10-3-2016</p>														

Finance (Budget Approval) <i>If applicable</i>	Date: 10/6/16
Division Manager: <i>Mary Lou Brown</i>	Date: 10/12/16
County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

REQUEST FOR LEGISLATIVE ACTION

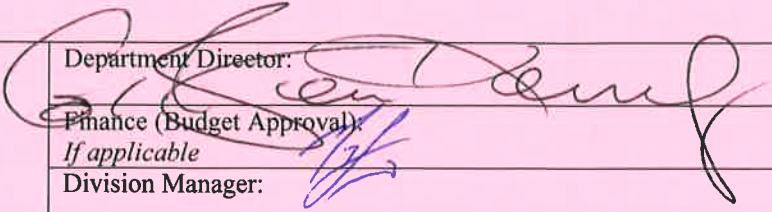
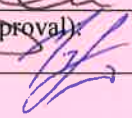
Completed by County Counselor's Office:

Res/Ord No.:

Sponsor(s):

Date:

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Requesting a transfer of \$100,000.00 from the following line item, 004-4201-55010 (salaries) to 004-4201-56530 (motor vehicle maint and repair) to cover overages associated with the costs of automotive repairs and the purchase and installation of police emergency equipment on Sheriff's Office vehicles.</p>														
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="332 598 1214 850"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$100,000.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$100,000.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code #</td> <td></td> </tr> <tr> <td>FROM: 004-4201-55010</td> <td>\$100,000.00</td> </tr> <tr> <td>TO: 004-4201-56530</td> <td>\$100,000.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$100,000.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$100,000.00	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code #		FROM: 004-4201-55010	\$100,000.00	TO: 004-4201-56530	\$100,000.00
Amount authorized by this legislation this fiscal year:	\$100,000.00														
Amount previously authorized this fiscal year:	\$0														
Total amount authorized after this legislative action:	\$100,000.00														
Amount budgeted for this item * (including transfers):	\$0														
Source of funding (name of fund) and account code #															
FROM: 004-4201-55010	\$100,000.00														
TO: 004-4201-56530	\$100,000.00														
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by Captain Dave Epperson Jackson County Sheriff's Office Commander (816) 541-8017.</p>														
<p>REQUEST SUMMARY</p>	<p>Requesting a transfer of \$100,000.00 from the following line item, 004-4201-55040 (FICA) to 004-4201-56530 (motor vehicle maint and repair) to cover overages associated with the costs of automotive repairs and the purchase and installation of police emergency equipment on Sheriff's Office vehicles.</p>														
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														
<p>ATTACHMENTS</p>															

REVIEW	Department Director: 	Date: 10-3-2016
	Finance (Budget Approval): <i>If applicable</i> 	Date: 10/6/16
	Division Manager:	Date:
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

**Fiscal Note:
Jackson County, Missouri**

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

Date: October 6, 2016 PC# RES # 19278

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<u>Special Road & Bridge Fund - 004</u>			
<u>4201 - Sheriff</u>	<u>55010 - Regular Salaries</u>	<u>\$ 100,000</u>	<u> </u>
<u>4201 - Sheriff</u>	<u>56530 - Maint. & Repair - Auto Equip.</u>	<u> </u>	<u>100,000</u>
		<u>\$ 100,000</u>	<u>\$ 100,000</u>

Budgeting *10/6/16*

Fiscal Note: Jackson County, Missouri

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

Date: October 6, 2016 PC# RES # 19278

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<u>Special Road & Bridge Fund - 004</u>			
<u>4201 - Sheriff</u>	<u>55040 - FICA</u>	<u>\$ 17,480</u>	
<u>4201 - Sheriff</u>	<u>57190 - Wearing Apparel</u>		<u>17,480</u>
		<u>\$ 17,480</u>	<u>\$ 17,480</u>

 Budgeting 10/6/16

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION designating Visit KC - the Convention and Visitors Bureau of Greater Kansas City as the official Western Jackson County, Missouri, Destination Marketing Organization (DMO) for the Missouri Division of Tourism's Cooperative Marketing Program.

RESOLUTION NO. 19279, October 17, 2016

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, Visit KC - the Convention and Visitors Bureau of Greater Kansas City is a not-for-profit organization duly incorporated in Kansas City, Jackson County, Missouri, and engaged primarily in the marketing and promotion of tourism; and,

WHEREAS, this organization has shown and demonstrated evidence of its ongoing tourism marketing activities and plans for promotion of western Jackson County; and,

WHEREAS, this organization requires formal acknowledgment and recognition by the County Legislature to become a qualified participant in the programs administered by the Missouri Division of Tourism; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby designates and recognizes Visit KC - the Convention and Visitors Bureau of Greater Kansas City as the representative organization to solicit and service tourism in western Jackson County, Missouri, for the Missouri Division of Tourism's program.

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. 19279 of October 17, 2016, was duly passed on _____, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

STATE OF MISSOURI



Jason Kander
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JASON KANDER, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

CONVENTION AND VISITORS BUREAU OF GREATER KANSAS CITY
N0006717

was created under the laws of this State on the 20th day of June, 1966, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 26th day of September, 2016.


Secretary of State



Certification Number: CERT-09262016-0037

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a nine-month term and supply contract with four twelve-month options to extend for the furnishing of truck-mounted bodies and equipment, parts, service, and installation for use by various County departments to American Equipment Company of Kansas City, Kansas, under the terms and conditions of the City of Kansas City, Missouri Contract No. EV2260-1, an existing government contract.

RESOLUTION NO. 19280, October 17, 2016

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, various County departments have a need for truck-mounted bodies equipment, parts, service, and installation; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a term and supply contract for the furnishing of truck-mounted bodies and equipment, parts, service, and installation to American Equipment Company of Kansas City, KS, under the terms and conditions of the City of Kansas City, Missouri Contract No. EV2260-1, an existing government contract; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

WHEREAS, this award is on an as needed basis and does not obligate the County to pay a specific amount; now therefore,

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

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19280 of October 17, 2016, was duly passed on _____, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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



Date



Chief Financial Officer


REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19280

Sponsor(s): Greg Grounds

Date: October 17, 2016

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Nine Month Term and Supply Contract with four (4) twelve month options to extend for the furnishing of Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories for Various County Departments to American Equipment Compnay of Kansas City, KS; under the Terms and Conditions of the City of Kansas City Contract No. EV2260-1, a competitively bid contract.</u></p>															
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="321 583 1205 806"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td></td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: Public Works \$20,000.00 Parks + Rec \$ 600.00</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		\$	Amount previously authorized this fiscal year:		\$	Total amount authorized after this legislative action:		\$	Amount budgeted for this item * (including transfers):		\$	Source of funding (name of fund) and account code number; FROM / TO		
Amount authorized by this legislation this fiscal year:		\$														
Amount previously authorized this fiscal year:		\$														
Total amount authorized after this legislative action:		\$														
Amount budgeted for this item * (including transfers):		\$														
Source of funding (name of fund) and account code number; FROM / TO																
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>															
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Jessica Johnson, Senior Buyer, 881-3265</p>															
REQUEST SUMMARY	<p>Various County Departments require a Term and Supply Contract for the furnishing of Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Nine Month Term and Supply Contract with Four Twelve Month Options to Extend for the furnishing of Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories to American Equipment Company of Kansas City, KS, under the Terms and Conditions set forth in the City of Kansas City Contract No. EV2260-1, a competitively bid government contract.</p> <p>The Director of Finance and Purchasing recommends the purchase made under this contract due to higher volume discounts offered to larger government entities.</p> <p>This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount.</p>															
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)N/A <input type="checkbox"/> Business License Verified (Purchasing & Department)N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>															
ATTACHMENTS	<p>Pertinent pages of City of Kansas City Contract No. EV2260-1</p>															
REVIEW	<p>Department Director:  Date: 10/17/16</p>															

	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>Mary Jane Brown</i>	Date: <i>10/7/16</i>
	County Counselor's Office:	Date: <i>10/12/16</i>

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



General Services Department

Procurement Services Division

1st Floor, Room 102 W, City Hall
 414 East 12th Street
 Kansas City, Missouri 64106-2793

(816) 513-1161
 Fax: (816) 513-1156

TERM SUPPLY AND SERVICE CONTRACT

The City of Kansas City, Missouri, by authority of the Manager of Procurement Services, does hereby accept, with modifications if any, the following bid:

SUPPLIER: **American Equipment Company**
 (referred to hereafter as the "Supplier")

MBEWBE GOALS: N/A

CONTRACT NO.: EV2260 -1

EFFECTIVE DATES: From 08-01-16 to 07-31-17

DESCRIPTION: **Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories**

A copy of the Supplier's signed bid is attached; and items not awarded, if any, have been deleted. This bid with **INSTRUCTIONS AND CONDITIONS** and any **ADDENDA** is attached hereto and hereby made a part of this Contract.

No financial obligation shall accrue against the City until the Supplier shall make delivery pursuant to order of the Manager of Procurement Services, and unless such order bears the written statement of the Director of Finance that there is a balance otherwise unencumbered to the credit of the appropriation to which the same is to be charged, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations thereby incurred.

Supplier shall submit a performance bond to the City of Kansas City, Missouri with good and sufficient sureties in the sum of **NONE REQUIRED** for the faithful performance of this Contract. Bond shall be furnished within the time and in the manner prescribed in paragraph 18, Performance Bond Requirements, **INSTRUCTIONS AND CONDITIONS**.

The Manager of Procurement Services for the City of Kansas City, Missouri shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, said Manager shall at his option declare this Contract void, and for any loss or damage by reason of such breach, whether this Contract is annulled or not, said Supplier and the sureties on said bond shall be liable.

The Contract incorporates the following:

BID NUMBER:	<u>EV2260</u>	NO. OF PAGES:	<u>1 THRU 19</u>
CLOSING DATE:	<u>07/14/2016</u>	APPENDICES NO.:	<u>N/A</u>
ATTACHMENT:	<u>INSTRUCTIONS AND CONDITIONS, PAGES A-1 thru A-7</u>		

Prepared By: Ronnell E. Simpson Sr


 Senior Procurement Officer


 Procurement Manager

Approved By: Renee Medlin

This Day of July 18, 2016



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
 1st Floor, Room 102 W, City Hall
 414 East 12th Street
 Kansas City, Missouri 64106-2793
 (816) 513-0851 FAX (816) 513-1156

SPECIFICATIONS

Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

1. SERVICE CALLS

Emergency service may be required twenty-four (24) hours per day, seven (7) days per week. If the supplier should have the inability to perform during certain times, those exceptions must be clearly defined and submitted prior to contract acceptance

2. REPAIR ORDERS

2.1 Authorization of Work

All work performed under this contract must be covered by a purchase order with proper certification of funds and a sufficient fund balance. Under no circumstances will work be performed that is not funded and authorized in advance. Any work performed that is not covered by a purchase order will be at the Supplier's risk and expense.

2.2 Repair Cost Estimates

- 2.2.1 Prior to commencing work, a work order cost estimate will be prepared and submitted to the department ordering work under the contract. The estimate must be reviewed and approved by a departmental supervisor. The estimate may become a part of a purchase order issued for a single repair work order or be approved as part of a series of work orders issued against a blanket purchase order.
- 2.2.2 Repair estimates will be as firm and accurate as is possible without equipment disassembly and without delay to secure finite parts price from manufacturers. These costs will be referred to as the target cost.
- 2.2.3 Repair estimates will contain a ceiling cost. The ceiling cost may not be exceeded without the written authorization of the departmental supervisor. When, during the course of a repair job, it becomes apparent that the ceiling cost will be exceeded, the Supplier will immediately inform the departmental supervisor who approved the estimate, and prepare a new estimate with a revised target cost and a new ceiling cost. The revised estimates must be approved prior to incurring costs beyond the previously agreed ceiling cost.
- 2.2.4 Labor hour costs will be at the rate shown in this contract or lower
- 2.2.5 Formal cost estimating will be waived for emergency road services. The Supplier shall work the emergency call per the attached pricing schedule. It is expected that the Supplier shall contact the responsible City supervisor with a courtesy/informal synopsis of damages and verbal estimated costing prior to commencing repairs. The City shall use emergency services only as necessary to make the affected equipment transportable, to facilitate permanent repairs in a shop setting.



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- 2.2.6 Any submitted invoicing related to repair of existing equipment must reference the City's job-assigned OWA (Outside Work Authorization) number.

2.3 New equipment orders

- 2.3.1 New equipment builds shall be awarded taking into account product line, lead time, past Supplier performance and quote pricing. It will be the sole discretion of the of the City's Fleet Services Division to determine which Supplier best serves the particular need the equipment will fill.
- 2.3.2 The City shall provide the Supplier with anticipated unit quantity at the time of quote request to facilitate volume pricing quotations.
- 2.3.3 Equipment quotes submitted to the City in response to these requests shall be firm and fixed per this contract, and shall reference this contract.
- 2.3.4 Parts and components used in the upfit shall be priced on a "cost +" percentage as disclosed on the following schedule.
- 2.3.5 Upfit labor shall be priced as disclosed on the following schedule.
- 2.3.6 Submitted quotes will include component and labor pricing disclosure. Ad Valorem charges (nuts, bolts, wire, assembly lube, spray-paint, misc. wiring, & other small parts), shall be disclosed as a **SHOP CHARGE** line item on the quote

2.4 Stop Work Orders

- 2.4.1 The City reserves the right to order, in writing, that all work cease on the work order.
- 2.4.2 The City will be obligated only for work performed up to the issuance of the stop work order.

3. **REPAIR ORDER/INVOICE PAYMENT**

- 3.1 A fully itemized work order and/or delivery receipt will be submitted to the department at the time delivery. It will contain detailed labor hours, (per repair line) price list of parts used, repair comments and other costs.
- 3.2 The vendor shall submit a courtesy invoice for all warrantable and 3rd party payable invoices. The invoice will clearly state \$0.00 balance and define the scope of work and repair performed so that we may track the repair.
- 3.2 Final payment will be made only after delivery of the equipment and completion of the final acceptance inspection.



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3.3 Invoices submitted for payment will reference and have attached a copy of the work order or purchase order, as applicable.

3.4 The City is obligated to promptly pay all valid invoices and to take prompt action to resolve any differences in regards to acceptance of work and payment.

4. **WARRANTY**

The Vendor shall provide complete warranty information to the City department on all repair parts and labor repairs whether or not payment is made to the Vendor. For the City to be in compliance with state law concerning maintenance documentation, it is imperative that the City receive copies of all invoices, non-warranty or otherwise.

5. **GUARANTEE**

All work will be guaranteed against any defect due to faulty material and/or workmanship. Replacement of defective parts and performance of additional labor shall be done at no cost to the City.



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 (816) 513-0851 FAX (816) 513-1156

CLASS/ITEM CODES(S)	ITEM NO.	ITEM AND SPECIFICATION	
		<u>PRICING</u>	
		WE HAVE READ THE INSTRUCTIONS & CONDITIONS, AND PROPOSE TO FURNISH GENERAL MOTORS MANUFACTURED VEHICLES REPAIR, MAINTENANCE, PARTS AND SERVICE	
	1.	NEW WORK, FABRICATION AND UPFIT LABOR/SHOP	\$ <u>80.00</u>
	2.	EXISTING EQUIPMENT REPAIR AND MODIFICATION LABOR/SHOP	\$ <u>90.00</u>
	3.	EXISTING EQUIPMENT REPAIR/FIELD RATE	\$ <u>N/A</u>
	4.	SERVICE-CALL CHARGE, IF APPLICABLE, FIELD	\$ <u>N/A</u>
	5.	MILEAGE CHARGE FOR SERVICE CALLS	\$ <u>N/A</u>
	6.	SHOP CHARGE PRICING STRUCTURE (FIXED/PERCENTAGE OR CALCULATED - IF APPLICABLE)	\$ <u>4.50 per hour</u>
	7.	FREIGHT IN (COST PLUS %, IF APPLICABLE, N/A IF NOT) <i>2% over cost of freight</i>	<u>2</u> %
	8.	REPAIR PARTS PRICING DISCOUNT-(COST PLUS %)	<u>30</u> %
	9.	NEW WORK PARTS PRICING (COST PLUS %)	<u>15</u> %
	10.	<i>New Work Whole Goods Pricing (cost plus %)</i>	<u>11</u> %



CITY OF KANSAS CITY, MISSOURI

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SUPPLIER INFORMATION

1. OTHER ITEM DISCOUNTS

Please state the City contract discount from the Manufacturer's Current Price List.

Percentage Discount: Varies % Varies between manufactures and some don't offer List Pricing.

2. HOURS OF OPERATION AND LOCATION

Monday through Friday 7:00 a.m. to 5:00 p.m.

Holidays and Weekends Varies a.m. to Varies p.m.

Contact Name Ryan Keith

Telephone Number 913-342-1450

Cell Phone Number 816-507-8068

Address of Service Location(s) 3250 Harvester Rd
Kansas City, KS 66115

3. DELIVERY SERVICES

Indicate advance notice required prior to delivery: 24 Hours

State normal delivery schedule: 8:00am - 3:00pm

State minimum order value to qualify for free delivery: \$ 500.00

State cost of delivery if less than minimum order value: \$ Varies

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to issue a check in the amount of \$500.00 to the Oak Grove Police Department, for sponsorship of its National Night Out Against Crime event, held October 11, 2016.

RESOLUTION NO. 19281, October 17, 2016

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Oak Grove Police Department National Night Out Against Crime event is an annual community event to raise awareness and inform citizens on ways to fight crime in our area; and,

WHEREAS, the Oak Grove Police Department has submitted a request in the amount of \$500.00 to COMBAT for sponsorship of its Night Out Against Crime event held October 11, 2016; and,

WHEREAS, this sponsorship will allow Jackson County the opportunity to promote its anti-violent crime campaign; and,

WHEREAS, in exchange for its sponsorship, COMBAT will receive advertising in the event materials; and,

WHEREAS, said sponsorship is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to issue a check to the Oak Grove Police Department, in the amount of \$500.00, for sponsorship of its National Night Out Against Crime event.

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. 19281 of October 17, 2016, was duly passed on _____, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 008 4401 56210
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
COMBAT
Advertising
NOT TO EXCEED: \$500.00

October 7, 2016
Date



Chief Financial Officer

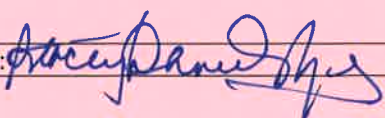
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19281

Sponsor(s): Dan Tarwater III

Date: October 17, 2016

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution authorizing the Director of Finance & Purchasing to make payment of \$500.00 for a COMBAT sponsorship to the Oak Grove Police Department for the purpose of promoting the Oak Grove Police Department National Night Out Against Crime on October 11, 2016, for anti-violence purposes. Funded by the County's Anti-Drug Sales Tax for the 2016 fiscal year, for the purpose of promoting anti-drug, anti-violence activities and purposes, not to exceed \$500.00.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$500.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$500.00</td> </tr> <tr> <td>Amount budgeted for this item *:</td> <td>\$500.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: From: 008-4401-56210 Anti-Drug, COMBAT, Advertising</td> <td>\$500.00</td> </tr> </table> <p> <input type="checkbox"/> If account includes additional funds for other expenses, total budgeted in the account is: <input type="checkbox"/> No budget impact (no fiscal note required) </p> <p>Prior Year Budget (if applicable): \$72,000.00 Prior Year Actual Amount Spent (if applicable): \$70,061.05</p>	Amount authorized by this legislation this fiscal year:	\$500.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$500.00	Amount budgeted for this item *:	\$500.00	Source of funding (name of fund) and account code number: From: 008-4401-56210 Anti-Drug, COMBAT, Advertising	\$500.00
Amount authorized by this legislation this fiscal year:	\$500.00										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$500.00										
Amount budgeted for this item *:	\$500.00										
Source of funding (name of fund) and account code number: From: 008-4401-56210 Anti-Drug, COMBAT, Advertising	\$500.00										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by: Carol Lillis, Office Administrator, 881-1415</p>										
<p>REQUEST SUMMARY</p>	<p>A resolution authorizing the Director of Finance & Purchasing to make payment for a COMBAT sponsorship to the Oak Grove Police Department for its National Night Out Against Crime scheduled for October 11, 2016, from the County's Anti-Drug Sales Tax Fund for the 2016 fiscal year, for the purpose of promoting anti-drug and anti-violence activities and purposes, not to exceed \$500.00.</p> <p>Background: The Anti-Drug Tax Fund authorizes the County to execute agreements and contracted service for the purpose of providing substance abuse treatment and prevention, grant match and other anti-drug and anti-violence initiatives in the community.</p> <p>The Oak Grove Police Department will provide a National Night Out Against Crime on October 11, 2016, which is expected to reach an estimated 400 persons who are looking for avenues to improve their community. In addition to marketing to Oak Grove citizens who may know of COMBAT through the DARE program or other Oak Grove youth programs funded by COMBAT, this event will allow COMBAT exposure to many citizens who are not familiar with COMBAT.</p> <p>The COMBAT sponsorship will allow COMBAT to place our logo on materials to be used for the Night Out Against Crime and to distribute our anti-violence materials, to help market COMBAT and its anti-violence messages to the population.</p>										
<p>CLEARANCE</p>	<p> <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) </p>										
<p>ATTACHMENTS</p>	<p>Quote</p>										
<p>REVIEW</p>	<p>Department Director:  Date: 9.27.2016</p>										

	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: <i>9/27/16</i>
	Division Manager: <i>Marylou Brown</i>	Date: <i>10/12/16</i>
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

This expenditure was included in the annual budget.

Funds for this were encumbered from the _____ Fund in _____.

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.

Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____

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

Account Number:	Account Title:	Amount Not to Exceed:

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.

This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: September 27, 2016


RES # 19281

Department / Division Character/Description Not to Exceed

Anti-Drug Sales Tax Fund - 008

4401 - COMBAT Administration 56210 - Advertising \$ 500

\$ 500


Budgeting

COMBAT "SPONSORSHIP"/ADVERTISING GUIDELINES

COMBAT does not "sponsor" organizations or events, or assist with fundraising efforts.

"Sponsorship" requests should be viewed through the lens of Advertising opportunities that help market COMBAT and its Mission of eradicating substance abuse and violent crime.

Total for such advertising in any one year: \$10,000. Maximum amount for any one request: \$1,500

Requesting Group: OAK GROVE, MO. Police Dept.
Date of Event: 10-11-2016 Date of Request: 09-26-2016

Parameters for decisions to recommend advertising to Legislature in response to sponsorship requests:

1. Does applicant organization already receive other funding from COMBAT? Type: YES - DARE
If so, NO to additional "sponsorship" advertising.

2. When has organization received advertising support from COMBAT in the past? _____

3. Does event match COMBAT goals? (e.g., substance abuse prevention, violence prevention)
YES - Collaboration through National Night Out Against Crime

4. What is there about the potential audience that makes sponsorship a reasonable request for COMBAT?
Size of audience: Estimated potential 400 Most recent year & number 2015 - 400
Will the event reach a geographic area that is not adequately served by COMBAT? (If YES, describe):
FAR EASTERN Side of Jackson County

Will the event reach an underserved or high risk population (in terms of Substance Abuse or Violence Prevention)? If YES, describe: Brings Population from all areas + provide information on services, resources, & crime prev.

Will the event reach a key possible partner (and audience) that can help further COMBAT goals? If YES, describe: Many attendees have crime problems which they don't know how to address.

5. Is the Mission of the requesting organization compatible with that of COMBAT (list): Yes -
Reducing Crime & the Fear of Crime.

6. Is there any conflict between the Mission of COMBAT and that of the requesting organization (list); or its other sponsors (e.g., other sponsors include liquor companies). Describe any possible such conflict:
No

7. Does the opportunity represent a key "friend raising" opportunity? If YES, describe: Opportunity for different elements of the Community to unite in a common cause.

8. Has organization partnered with COMBAT in the past? If YES describe:

YES. Through JACK. Cty. Drug Task Force - Drug TAKE Back DARE

9. Recommendation/inquiry for funding received from _____

Signature of COMBAT staff member preparing request _____

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a License and Professional Services Agreement with Entercom Kansas City, LLC, d/b/a KZPT, for the sponsorship of an event at Longview Lake, at an actual cost to the County not to exceed \$18,999.00.

RESOLUTION NO. 19282, October 17, 2016

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the County and Entercom Kansas City, LLC, d/b/a KZPT 99.7 The Point (“KZPT”), will celebrate the 20th Anniversary of “Christmas in the Sky” on Wednesday, November 23, 2016, which will feature a synchronized fireworks display and other entertainment in connection with the County’s Christmas in the Park event; and,

WHEREAS, “Christmas in the Sky” will serve as the grand opening for the County’s Christmas in the Park, one of the most popular holiday displays in the region; and,

WHEREAS, the Legislature acknowledges the benefits to the Jackson County and Kansas City communities of attracting an entertainment event to Jackson County which will promote good will and encourage family outings to Jackson County park facilities; and,

WHEREAS, the County will contribute \$18,999.00 to assist with the production of the display and in return KZPT will provide the Parks + Rec Department \$23,000.00 worth of air time to be used for advertising Parks + Rec Department activities during 2017; and,


WHEREAS, the attached License and Professional Services Agreement sets out the rights and obligations of the parties; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached License and Professional Services Agreement with KZPT; and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19282 of October 17, 2016, was duly passed on _____, 2016 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: 300 1670 56790
ACCOUNT TITLE: Park Enterprise Fund
Special Events
Other Contractual
NOT TO EXCEED: \$6,499.00

ACCOUNT NUMBER: 003 1601 56790
ACCOUNT TITLE: Park Fund
Director - Parks
Other Contractual Services
NOT TO EXCEED: \$12,500.00



Date



Chief Financial Officer

ENTERCOM KANSAS CITY, LLC

LICENSE AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between JACKSON COUNTY, MISSOURI, a political subdivision of the State of Missouri, acting by and through its County Executive (hereinafter called "the County") and Entercom Kansas City, LLC d/b/a KZPT (hereinafter called "KZPT").

WHEREAS, KZPT is endeavoring to attract, promote, and conduct an event to be held on Wednesday, November 23, 2016, which will feature a synchronized fireworks display and entertainment and,

WHEREAS, KZPT is desirous of obtaining permission to have such an event at the County's Longview Lake beach, its surrounding grounds, the balloon port and Shelters 3, 12 and 13 and its surrounding grounds, The Little Blue Valley Sewer Pump Station Access Road (West of Mouse Creek) and its surrounding grounds staying approximately 30 feet from Pump Station and,

WHEREAS, the County acknowledges the benefits to the Jackson County and Kansas City communities of attracting an entertainment event to Jackson County which will promote goodwill and encourage family outings to Jackson County Park facilities;

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

This Agreement is made and entered into upon the following express covenants and conditions, all and every one of which the parties hereby covenant and agree to keep and perform.

WITNESSETH:

1. Subject Property and Period of License. Subject to the conditions hereof, County agrees to furnish, for the use and control by KZPT for purposes hereinafter named, all of County's property and improvements known as Longview Lake Beach and its surrounding grounds, the Balloon Port, Shelters #3, #12 and #13 and its surrounding grounds, Little Blue Valley Sewer Pump Station Access Road (West of Mouse Creek) and its surrounding grounds, staying approximately 30 feet from Pump Station), improvements, and roads (hereinafter, the "Property"). The Property will be used by KZPT for the purpose of conducting an Event to be known as KZPT's Christmas in The Sky (hereinafter, "the Event"), which will feature exhibits and entertainment as have been previously described. A schedule of activities, exhibits, and entertainment, shall be submitted to the County on or before Friday, November 6, 2016. The period of KZPT's possession and use shall commence at 8:00 o'clock a.m., Wednesday, November 23, 2016 and terminate at 10:00 p.m. on Wednesday, November 23, 2016. KZPT will utilize entirely professional companies to produce the event.

2. **Control of Property.** In granting a license of said Property to KZPT the County does not relinquish the right to control the general management thereof and to enforce all necessary and proper rules for the general management and conservation of the same.

3. **Exhibitors.** KZPT may contract with exhibitors and concessions to occupy portions of the Property during the period of the license, subject to the County's approval of individual contractors. Such persons shall be given time prior to the Event opening on Tuesday, November 22, 2016 to install exhibits, equipment and concessions, and all such material shall be removed from said Property on or before 5:00 o'clock p.m. on Monday, November 28, 2016. In the event that several portions of the said Property are not vacated by KZPT and its contractors on the date above named as the end of the term for which said portions of said Property are respectively licensed or let to KZPT, then the County shall be, and is hereby authorized upon notice to KZPT to remove from the Property, at the expense of KZPT all goods, wares, merchandise, and property of any and all kinds and description which may be then occupying the portions of said Property on which the term of license has expired, and the County shall not be liable for any damages or loss to such goods, wares, merchandise, or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and the County is hereby expressly released from any and all claims for damages of whatever kind or nature.

4. **Structures Allowed and Removal of Structures.** The County gives its permission for the temporary construction of any platforms, staging, or small towers by KZPT and any of the exhibitors and concessions. The locations of these structures are to be pre-approved by the County. The expense of any such construction and/or the removal of any such features so constructed shall be borne by KZPT and any damage to said Property, caused by the construction or removal of such platforms, staging, or small towers, as determined by the County, shall be paid by KZPT. The County gives its approval to install such structures which shall include, but not be limited to, those listed in Paragraphs a-c below. KZPT may begin installation of structures, utilities, and facilities on Tuesday, November 22, 2016. KZPT must submit to the County a diagram indicating the locations of all facilities and equipment by Friday, November 4, 2016. Given that this event will continue after dark, Jackson County Parks + Rec will be responsible for the lighting of the "property" with no less than eight to ten sets of lights with generators.

- a. KZPT may erect staging, hospitality tents and canopies on the Property. The number and exact location of such tents to be installed is subject to approval by the County.
- b. KZPT has permission to use a public address system to make announcements regarding the event and, as area will contain music entertainment, speaker systems for this purpose are allowed as well.
- c. KZPT may install a temporary power distribution system to provide electricity to the property. The system will be designed and installed by

a licensed electrical contractor and will be equipped with the proper safeguards in accordance with the applicable codes.

5. **Fire Suppression.** KZPT is responsible for providing fire suppression. Requirements are one fire truck with appropriate number of operators at Fireworks location (Kansas City Fire Department) and adequate fire extinguishers in concession cooking areas and parking areas.

6. **Refuse and Waste Disposal.** Jackson County will provide barrels and or cardboard containers with liners to hold refuse at various locations in the Property area and in the vicinity of concession stands, exhibit areas, spectator areas, parking areas, etc. Jackson County will provide employees to empty barrels, refill liners and police the area for refuse in a timely manner during the Event and clean-up following the Event. Areas of clean-up include all the "Property" as designated in condition #1. Jackson County Parks + Rec shall provide portable toilets (not less than 12) to be located on the Property, the number and exact locations of which are to be agreed upon by the parties. All portable toilets shall be removed by 5:00 p.m. Monday, November 28, 2016. KZPT shall not deposit litter, including oil, grease, gasoline, etc., in the waters of Longview Lake, but shall deposit such litter in containers which it shall provide at sites established for that purpose. KZPT shall dispose of the contents of such containers at landfills outside the Property, in accordance with federal, state, and local law.

7. **Emergency Medical Services.** Jackson County Parks + Rec shall arrange for emergency medical services. Services shall include one ambulance with two emergency medical technicians stationed on the Property.

8. **Electricity.** In the event that extra lights or electrical power, other than the regular lights or electrical power of the Property, are required to be used by KZPT between November 23, 2016 and November 27, 2016, it shall be paid at the current rate by KZPT. All lights or electrical power used by KZPT in the installation by others of exhibits or platforms, or used by exhibitors, shall be paid for by KZPT within a 30-day period.

9. **Law Observance.** KZPT shall ensure that its employees, agents and representatives connected with said Event shall abide by, conform to, and comply with all of the laws of the United States and the State of Missouri, and all the applicable City and County ordinances and the rules and regulations of the County for the government and management of the said Property, together with all applicable rules and requirements of the appropriate police and fire departments, and shall not do, nor suffer to be done, anything on the said Property, during the term of this Agreement, in violation of any rules, laws, or ordinances, and, if the attention of KZPT is called to a violation on the part of KZPT or any person employed by KZPT, KZPT shall immediately desist from and correct such violation. Similarly, KZPT shall adhere to the safety requirements of the Event insurer(s).

10. **Control of Entrances, Exits, and Traffic.** The County understands and agrees that this license includes the rights of KZPT to completely control entrance to the

grounds, entrances and exits upon the Property, and all use of the Property by the spectators on the date above-mentioned. The County shall close lanes of traffic on the streets and roads which it controls, as agreed by the parties. Jackson County will have uniformed off-duty officers stationed at the intersections of Raytown Road and 109th Street, Longview and Raytown Road, Raytown Road and the entrance to the swimbeach, Raytown Road and Highgrove, 109th and View High Drive, View High Drive and 3rd Street, and any additional intersections as designated by Jackson County and KZPT. Jackson County will provide directional signage to the Event.

11. No Defacement or Destruction of Property and Conservation. KZPT shall not injure, nor mar, nor in any manner deface said Property, and shall not cause anything to be done whereby the said Property is injured, marred, or defaced in any manner, nor shall KZPT make any alterations of any kind thereon. Furthermore, KZPT shall respect and conserve the plant life and wildlife of the Property. At the conclusion of the Event, KZPT shall repair any damage resulting from a breach in the stipulations in paragraph 11 to, or otherwise restore the Property to its condition prior to the Event.

12. Reserved Rights. KZPT is specifically granted the right to sell refreshments and other merchandise, to make photographs for its own records, to sell advertising for the Event, to broadcast the Event, and other privileges. KZPT will provide the County with marketing plans and examples of fliers, posters, and other advertising one month prior to the Event. The County shall approve all advertising and sponsorships of the Event and will not unreasonably withhold approval and will provide approval in a timely manner. Such approval includes the placement of sponsor banners/signs. KZPT shall provide the following Christmas in The Sky promotion and, Christmas in The Park promotion at no cost to the County:

- ❖ Live Remote - 3 Hour Broadcast of Christmas In The Sky
- ❖ On-Air Interview with a Jackson County Representative at a mutually agreeable time
- ❖ Jackson County Parks + Rec will be included in all promotional spots both radio & TV as a sponsor of Christmas In The Sky
- ❖ On-Air giveaways (sweatshirts and VIP Passes) one week prior to event. A total of five (5) on-air giveaways.
- ❖ Promotion of the event thru social media and website
- ❖ KZPT and Jackson County will provide co-emcees for Stage Production at Christmas In The Sky

Christmas in The Park will be promoted only as a Jackson County Parks + Rec Sponsored Event.

Christmas In The Park Promotion to air, November 23-December 31, 2016

- Minimum of 60x :30 On-Air promotional announcements (M-Su, 6a-Mid)
- 100x :30 Promotional announcements on KZPT streaming site (ROS)
- 75 live announcements November 23 – December 31
- Christmas In The Park included in homepage web banner at 997thepoint.com
- Image and link on KZPT Event Page at www.997thepoint.com
- Image and link in e-blast to KZPT's 38,000-member VIP Club
- Inclusion on Point Social Media (Facebook/Twitter) throughout promotional period.

13. Concessions. Regarding the operation by KZPT of facilities for the sale or other distribution of food, beverages, and merchandise, the parties agree as follows:

- a. The County shall approve all facilities by number, type, and location.
- b. The County shall approve all concessions offered by KZPT as to vendor, personnel, and products to be offered.
- c. KZPT shall require that all sponsors with booths serving food/drink obtain and have available on-site all permits and documents required by the State and County for the operation of concession stands.
- d. The concession stands may sell sandwiches, package foods, beverages, and merchandise to the public. The operation of these stands shall be in accordance with existing regulations.
- e. KZPT is responsible for insuring that food handling personnel follow applicable state and local food service regulations.
- f. Concessions stands may not make sales to the public until they have been inspected and approved by the County's Environmental Health Division.
- g. KZPT shall adhere to the following conditions in all food service operations:
 - 1) Stands must be thoroughly cleaned and new paper placed on the shelves before being put into service;
 - 2) Meat and other perishables are to be refrigerated or kept on ice prior to cooking. Condiments shall be individual service packets, or kept in small, covered containers, which shall be changed frequently;
 - 3) Utensils shall be provided and used in such a manner as to minimize contact of food with hands;
 - 4) Hand washing facilities, including water, soap, and paper towels, shall be provided at each food dispensing stand; and
 - 5) No food items shall be stored on ice in which drinks are to be cooled.

14. Assignment. KZPT shall not assign this Agreement, nor suffer any use of said Property other than herein specified, nor sublet the Property or any part thereof, without the written consent of the County.

15. No Responsibility for KZPT Property on County Premises. KZPT assumes all responsibility and the County assumes no responsibility whatever for any Property of KZPT exhibitors or participants placed on said property, and the County is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to property that may be sustained by reason of the occupancy of said Property under this license.

16. Indemnification and Insurance. KZPT agrees to indemnify and hold the County harmless from and against any and all liability and loss which the County shall incur by reason of any injury to or death of any person, or damage to any property (collectively, "Loss"), caused by or attributed to any of KZPT's employees, contractors, or KZPT's contractors' equipment on the Property pursuant to this Agreement unless such injury, damage, or loss was caused by the acts or omissions of the County or any of its employees, agents, contractors or vendors. In the event that any suit or action is brought against the County that is or may be covered by the immediately preceding indemnification obligation, KZPT shall be solely responsible for defending the same at KZPT's sole cost and expense. KZPT shall maintain workers' compensation and employees' liability insurance for its employees. The minimum limits required are the statutory provisions of the State of Missouri's Workers' Compensation Law and Employer's liability of \$100,000 each accident, or each employee for disease, subject to a \$500,000 aggregate for disease. KZPT shall also provide general liability insurance, to be written on an occurrence form, including coverage for premises and operations, products, completed operations, independent contractors, contractual liability, broad form property damage and personal injury.

The County, the United States Army Corps of Engineers and The Little Blue Valley Sewer District are added as an additional insured, in respect of liability arising out of operations performed by or on behalf of KZPT under this Agreement. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute with KZPT's insurance with respect to liability of KZPT hereunder, but shall be primary with respect to liability of the County hereunder. Any deductibles or self-insured retentions shall be at the expense of KZPT with respect to liability of KZPT hereunder, shall be at the expense of County with respect to liability of the County hereunder.

The limits of liability shall be not less than the following:
\$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, subject to a \$3,000,000 aggregate. The limits may be provided by a combination of underlying and excess or umbrella policies.

KZPT shall also provide or cause to be provided automobile liability insurance covering all owned, hired, and non-owned motorized vehicles and trailers used by KZPT or its contractors with limits of liability not less than the following:

\$1,000,000 combined single limit per accident for bodily injury and property damage.

A Certificate of Insurance evidencing KZPT's insurance pursuant to the above requirements shall be issued to the County by Friday, November 4, 2016 and shall state the Event it is issued to cover. The required insurance shall be underwritten by insurance companies licensed to do business in the State of Missouri and having A.M. best rating of not less than A-VI, unless otherwise agreed to by the County. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after 10 days' prior written notice by certified mail, return receipt requested, has been given to the County. KZPT shall cause Jackson County Parks + Rec, the US Army Corps of Engineers, and the Little Blue Valley Sewer District to be named as additional insured on the fireworks company's insurance policy.

17. Off-Street Parking. KZPT is permitted to allow parking by Event participants and the public in the grassy fields of the Property. KZPT will provide the County with a diagram showing the planned parking areas by Friday, November 4, 2016 as agreed by parties.

18. Fire. In case the said Property, or any part thereof, shall be destroyed or damaged by fire or by any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the County impossible, the County shall not in any case be held liable or responsible to KZPT for any damages caused thereby.

19. Security. Jackson County shall be responsible for providing adequate security personnel. One uniformed officer will provide on-site security. No less than seven (7) to nine (9) off-duty officers will provide traffic control. The Chief of Park Safety for Jackson County Parks + Rec will provide 10 Rangers for five hours at no cost to KZPT. There will be a meeting of security personnel from the needed jurisdictions prior to the Event.

21. Allocation of Revenue. Jackson County, serving as a sponsor, has entered into a Master Trade Agreement with KZPT (see Attachment A attached hereto and incorporated herein by this reference). Jackson County Parks + Rec will provide \$23,000 towards the production of Christmas in the Sky, consisting of a \$18,900 lump sum payment and in-kind services valued at \$4,100.00, and will receive \$23,000 worth of air time to be used at the discretion of Jackson County Parks + Rec in 2016 on any Entercom-Kansas City Station in accordance with the terms of the Master Trade Agreement.

22. Cash or Performance Bond. On or before Friday, November 4, 2016, KZPT shall post a cash bond, or performance bond from a surety satisfactory to the County, in the amount of \$10,000 to ensure any costs of repair and restoration of the Property required under paragraphs 3, 4, and 11 and any other costs due the County from KZPT.

23. Sales Tax. KZPT shall be wholly responsible for the collection and payment of any and all state and local sales and use taxes due from the sale of admissions, parking, food, beverages, and other merchandise at the Event.

24. Conditions Precedent. The parties understand and agree that this Agreement shall have no effect if the United States Army Corp of Engineers does not permit this Event to be held on the Property, or if the Event cannot be insured.

23. Approval, Consent, and Notice. Any approval, consent, or notice required hereunder by or to the County, shall be made or given by or to the County's Director of Parks + Rec. Any approval, consent, or notice required hereunder by or to KZPT shall be made or given by or to its VP/Market Manager. Unless otherwise herein specified or agreed in writing between the parties all approvals, consents, and notices required hereunder shall be in writing. Further, unless otherwise agreed, notice shall be issued by certified mail.

To County: Michele Newman, Director
Department of Parks + Rec
Jackson County, Missouri
22807 Woods Chapel Road
Blue Springs, MO 64015

To KZPT: David Alpert, Vice President and Market Manager
Entercom Kansas City, LLC d/b/a KZPT
7000 Squibb Road
Mission, KS 66202

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written in duplicate originals.

JACKSON COUNTY, MISSOURI

Frank White Jr.
County Executive

APPROVED AS TO FORM:

Stephen W. Nixon
Jackson County Counselor

Michele Newman, Director
Jackson County Parks + Rec

ATTEST:

Mary Jo Spino
Clerk of the County Legislature

By: _____
Dave Alpert
Vice President and Market Manager
Entercom Kansas City, LLC d/b/a/KZPT

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$18,999.00 which is hereby authorized.

Date

Chief Financial Officer
Account No. 300-1670-56790 – \$6,499.00
003-1601-56790 - \$12,500

Master Trade Agreement

Section 1 - Advertiser Information

Date: 9/23/2016

Corp Partnership Individual

* Advertiser Name: Jackson County Parks + Rec Tax ID #:

Agency Name:

To be Logged As:

Street (not P.O. Box): 22807 Woods Chapel Rd.

City, State Zip: Blue Springs, MO 64015

Mailing Address: same

City, State Zip: same

Phone Number: Fax Number:

Contact Name: Marcy Caldwell OR

Acct Exec Name: Rob Constantinou AE#: 3662

* Advertiser information must always be the company that the exchange of goods will be with.

Section 2 - Agreement Specifics

Airtime \$: 23,000.00 Non-commissionable Valid from: 1/1/2017 Valid to: 12/31/2017 1 yr maximum

Goods/Services \$: 23,000.00 Valid from: Nov 1 2016 Valid to: Dec 1 2016 1 yr maximum

Product to be Advertised:

Goods/Services to be rendered by Station:

Jackson County Parks and Rec events as needed

Christmas in the Sky Event Ownership

Section 3 - Terms & Conditions

Station agrees to furnish to Advertiser the broadcast advertising set forth herein upon the terms and conditions contained in Station's Radio Broadcast Agreement except as modified herein. In order to place a particular advertising schedule hereunder, Advertiser shall execute a Standard Radio Broadcasting Agreement, which agreement shall specifically reference this Master Trade Agreement. The rates for such broadcasting advertising shall be those set forth herein, or if no particular rates are set forth, shall be the prevailing rates set by Station for cash advertisers at the time of each broadcast. Any talent, announcer or production charges in connection with broadcast advertising shall be paid separately by client in cash upon receipt of Station's invoice. Station will use its best efforts to broadcast advertising in accordance with the schedule requested by Advertiser, but all advertising placed pursuant to this agreement is subject to preemption in favor of cash advertising. Stations will make good preemption at the next available time, to which make goods Advertiser hereby consents. All broadcast time made available to Advertiser hereunder must be utilized by Advertiser by the "end date" set forth herein or one year from the date of this agreement, whichever occurs first, or the same shall lapse without further notice or consideration, except only that advertising ordered to run within the said period which is preempted by Station. No exception to the foregoing will be binding on Station unless signed in writing by the President or Controller of Station. Station will not pay any advertising commission on broadcast time purchased hereunder and Advertiser shall indemnify, defend and hold harmless Station for any and all claims, demands, costs or expenses, including reasonable attorney's fees arising out of a claim by any person for a commission in connection herewith. Advertiser agrees to supply Station the goods /services that are described herein in exchange for the Broadcast Advertisi specified herein, all in accordance with the terms and conditions contained herein. Advertiser shall only deliver goods or services hereunder and upon delivery of such goods or services shall receive a copy of the Merchandise Tracking receipt. Advertiser shall submit to Station monthly invoices itemizing goods and services provided hereunder during the previous month. Failure to provide such invoice shall constitute a waiver by advertiser of any claim for credit for such goods and services. Advertiser may only use the broadcast time purchased hereunder for Advertiser's business and may not transfer or assign its' right hereunder without written consent of Station official. Station may assign its rights or obligations to any successor of its' FCC broadcast license and upon acceptance in writing of the terms and conditions hereof by successor licensee. Station shall be relieved from any further liability or obligation hereunder. The value or price of the goods or services to be delivered hereunder shall be determined in accordance with the method specified in this agreement, or in the absence of a specific valuation method, the value or price shall be the average price offered to Advertiser's cash customers for the same or similar goods or services in the 30 days preceding the date of this agreement. Unless specifically stated to the contrary herein, Advertiser shall be responsible for and shall pay all sales, use, gross receipt or similar tax or levies of any governmental body imposed on the transaction. Advertiser warrants that the goods and services provided hereunder shall be merchantable and/or will be performed in a workmanlike manner and will be fit for Station's intended use. Advertiser agrees to indemnify and holds Station harmless from any and all claims, demands, judgments, costs or expenses of any kind, including reasonable attorney's fees, arising out of any breach of warranty or defective goods or services regardless of whether any act or omission of Station or its' employees, agents or servants contributed in any way thereto. The terms and conditions contained herein shall apply to all purchases of goods and services hereunder by Station and no misunderstanding, agreement, term, condition, course of dealing or trade custom at variance herewith shall be binding on Station. Any prior terms in Advertiser's documents are specifically objected to and rejected. Advertiser shall accept this contract by written acceptance hereof or by commencing any work or deliveries in pursuance of this order or by utilizing any broadcast advertising hereunder. Any proposals for additional or different terms is objected to and shall not operate as a rejection of this contract and this contract shall be deemed accepted by Advertiser without said additional or different terms. If this contract is deemed an acceptance of a prior offer by Advertiser, such acceptance is expressly conditioned on Advertiser's assent to any additional or different term contained herein.

The following agree that the Terms and Conditions have been acknowledged, read, understood, and agreed upon. By signing this agreement, both parties consent and agree to be legally bound by the terms set forth above.

STATION: _____

ADVERTISER: _____

OFFICIAL TITLE: Dave Ascent

OFFICIAL TITLE: _____

Must be signed by Station VP or General Manager

Must be signed by Owner or Legal Officer

DATE: _____

DATE: _____

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/Ord No.: 19282
 Sponsor(s): Tony Miller
 Date: October 17, 2016

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Christmas In The Sky</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="324 514 1502 766"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$18,999.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$18,999.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$18,999.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>Enterprise Fund 300-1670-56790 \$6,499.00 Park Fund 003-1601-56790 \$12,500.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$59,100 (Enterprise); \$27,900 (Park)</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): \$18,999.00</p>	Amount authorized by this legislation this fiscal year:	\$18,999.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$18,999.00	Amount budgeted for this item * (including transfers):	\$18,999.00	Source of funding (name of fund) and account code number; FROM / TO	Enterprise Fund 300-1670-56790 \$6,499.00 Park Fund 003-1601-56790 \$12,500.00
Amount authorized by this legislation this fiscal year:	\$18,999.00										
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Amount budgeted for this item * (including transfers):	\$18,999.00										
Source of funding (name of fund) and account code number; FROM / TO	Enterprise Fund 300-1670-56790 \$6,499.00 Park Fund 003-1601-56790 \$12,500.00										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Res. 18974 (11/2/15), 18627 (10/13/14), Res. 18285 (10/21/13), Res 18010 (10/29/12), Res 17695 (10/17/11), Res 17402 (10/25/10), Res. 17035 (10/12/09), Res. 16726 (10/06/08)</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Michele Newman, Director of Parks + Rec, (816) 503-4821</p>										
REQUEST SUMMARY	<p>This year, we are proudly celebrating the 20th Anniversary of Christmas In The Sky, presented by Jackson County and KZPT 99.7 The Point. Jackson County is entering into an advertising trade agreement with KZPT. This RLA would authorize a payment in the amount of \$18,999.00 to Entercom-Kansas City dba KZPT. KZPT will provide \$14,000.00 for a fireworks display and \$4,999.00 for staging. KZPT will also provide Jackson County Parks + Rec with \$23,000 worth of air time to be used at the discretion of Jackson County Parks + Rec in 2017. Jackson County Parks + Rec will provide all other costs associated with the event, utilizing resources within the existing budget. This advertising will greatly benefit a variety of Park events and attractions. Christmas In The Sky serves as the grand opening for Christmas In The Park. Christmas In The Park and Christmas In The Sky have become family holiday traditions for close to 200,000 patrons annually. Christmas In The Sky features a synchronized fireworks display to holiday music, as well as an on-stage Holiday Musical Production.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS		
REVIEW	Department Director: Michele Newman <i>Michele Newman</i>	Date: 9/27/16
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: 10/6/16
	Division Manager: <i>[Signature]</i>	Date: 10/12/16
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: October 6, 2016

RES # 19282

Department / Division	Character/Description	Not to Exceed
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Park Enterprise Fund - 300

1670 - Special Events	56790 - Other Contractual Services	\$ 6,499
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Park Fund - 003

1601 - Office of the Director - Parks	56790 - Other Contractual Services	\$ 12,500
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	\$ 18,999
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Budgeting

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding twenty-four month term and supply contracts with three twelve-month options to extend for the furnishing of electrician services for use by various County departments to Mark One Electric Co., Inc., of Kansas City, MO, and R.F. Fisher Electric Co., LLC of Kansas City, KS, under the terms and conditions of Invitation to Bid No. 58-16.

RESOLUTION NO. 19283, October 17, 2016

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 58-16 for the furnishing of electrician service for use by various County departments; and,

WHEREAS, a total of thirty-five notifications were distributed and six responses were received, two of which were rejected for being non-responsive, with the remaining bids as follows:

BIDDER

Mark One Electric Co., Inc.
Kansas City (Jackson County), MO

R.F. Fisher Electric Co., LLC
Kansas City, KS

Infinite Energy Construction, Inc.
Kansas City (Jackson County), MO

Pro Circuit, Inc.
Kansas City (Jackson County), MO

and,

WHEREAS, the Director of Finance and Purchasing recommends a split award to Mark One Electric Co., Inc., of Kansas City, MO, and R.F. Fisher Electric Co., LLC of Kansas City, KS, under the terms and conditions of Invitation to Bid No. 58-16, as the lowest and best bidders, as set forth in the attached recapitulation and analysis; and,

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

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

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19283 of October 17, 2016 was duly passed on _____, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____


Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the 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 Financial Officer

Vendor: Mark One Electric Co., Inc of Kansas City, MO

Bid Recap

REQUIRED SUBMITTALS

	Yes/No	Item #	Item Name	U/M	Quote
Signed Contract Affidavit	Yes	1	Hourly Rate, Journeyman w/ truck	Hr	\$ 70.69
Compliance Review Form or Certificate	Yes	2	Overtime Rate, Journeyman w/ truck	Hr	\$ 92.00
Contractor's Qualifications	Yes	3	Hourly Rate, additional Journeyman	Hr	\$ 68.69
Acknowledgement of Addenda	Yes	4	Overtime Rate, additional Journeyman	Hr	\$ 90.00
Out of KCMO area, if applicable	n/a	5	Hourly rate, Working Foreman w/ truck	Hr	\$ 74.00
Quotation	Yes	6	Overtime Rate, Working Foreman w/ truck	Hr	\$ 98.14
References	Yes	7	Hourly Rate, Journeyman Lineman	Hr	\$ 85.94
Exceptions	Yes	8	Overtime Rate, Journeyman Lineman	Hr	\$ 117.41
CUP (5%, 5%, 5%)	Yes	9	Hourly Rate, Apprentice, Year 1	Hr	\$ 30.43
	Yes	10	Overtime Rate, Apprentice, Year 1	Hr	\$ 39.88
		11	Hourly Rate, Apprentice, Year 2	Hr	\$ 32.88
		12	Overtime Rate, Apprentice, Year 2	Hr	\$ 43.53
		13	Hourly Rate, Apprentice, Year 3	Hr	\$ 44.04
		14	Overtime Rate, Apprentice, Year 3	Hr	\$ 55.84
		15	Hourly Rate, Apprentice, Year 4	Hr	\$ 49.70
		16	Overtime Rate, Apprentice, Year 4	Hr	\$ 63.89
		17	Hourly Rate, Apprentice, Year 5	Hr	\$ 55.40
		18	Overtime Rate, Apprentice, Year 5	Hr	\$ 72.96
		19	Hourly Rate, Lift Truck, 35' reach, operator	Hr	\$ 85.00
		20	Overtime Rate, Lift Truck, 35' reach, operator	Hr	\$ 125.00
		21	Hourly Rate Lift Truck, 65' reach, operator	Hr	\$ 90.00
		22	Overtime Rate, Lift Truck 65' reach, operator	Hr	\$ 135.00
		23	Hourly Rate Lift Truck, 120' reach, operator	Hr	\$ 100.00
		24	Overtime Rate, Lift Truck, 120' reach, operator	Hr	\$ 150.00
		25	Hourly Rate, Trencher w/ operator	Hr	\$ 90.00
		26	Overtime Rate, Trencher w/ operator	Hr	\$ 135.00
		27	Hourly Rate, Boom Crane w/ operator	Hr	\$ 100.00
		28	Overtime Rate, Boom Crane w/ operator	Hr	\$ 150.00
		29	Hourly Rate, Backhoe w/ operator	Hr	\$ 90.00
		30	Overtime Rate, Backhoe w/ operator	Hr	\$ 135.00
		31	Hourly Rate, Bobcat w/ operator	Hr	\$ 85.00
		32	Overtime Rate, Bobcat w/ operator	Hr	\$ 127.50
		33	Percentage mark-up on additional services	%	8%
		34	Percentage discount materials	%	8%

COMMENTS:

No exceptions requested.
CUP Good Faith Effort for VBE.

Vendor: R.F. Fisher Electric Co., LLC of Kansas City, KS

Bid Recap		Quote			
REQUIRED SUBMITTALS	Yes/No	Item #	Item Name	U/M	Quote
Signed Contract	Yes	1	Hourly Rate, Journeyman w/ truck	Hr	\$ 59.65
Affidavit	Yes	2	Overtime Rate, Journeyman w/ truck	Hr	\$ 84.63
Compliance Review Form or Certificate	Yes	3	Hourly Rate, additional Journeyman	Hr	\$ 58.26
Contractor's Qualifications	Yes	4	Overtime Rate, additional Journeyman	Hr	\$ 82.06
Acknowledgement of Addenda	Yes	5	Hourly rate, Working Foreman w/ truck	Hr	\$ 61.38
Out of KCMO area, if applicable	n/a	6	Overtime Rate, Working Foreman w/ truck	Hr	\$ 87.20
Quotation	No	7	Hourly Rate, Journeyman Lineman	Hr	\$ 66.74
References	No	8	Overtime Rate, Journeyman Lineman	Hr	\$ 88.66
Exceptions	Yes	9	Hourly Rate, Apprentice, Year 1	Hr	\$ 28.13
CUP (5%, 5%, 5%)	Yes	10	Overtime Rate, Apprentice, Year 1	Hr	\$ 35.98
		11	Hourly Rate, Apprentice, Year 2	Hr	\$ 30.35
		12	Overtime Rate, Apprentice, Year 2	Hr	\$ 49.29
		13	Hourly Rate, Apprentice, Year 3	Hr	\$ 40.96
		14	Overtime Rate, Apprentice, Year 3	Hr	\$ 49.07
		15	Hourly Rate, Apprentice, Year 4	Hr	\$ 44.18
		16	Overtime Rate, Apprentice, Year 4	Hr	\$ 55.66
		17	Hourly Rate, Apprentice, Year 5	Hr	\$ 48.89
		18	Overtime Rate, Apprentice, Year 5	Hr	\$ 55.66
		19	Hourly Rate, Lift Truck, 35' reach, operator	Hr	\$ 78.12
		20	Overtime Rate, Lift Truck, 35' reach, operator	Hr	\$ 116.13
		21	Hourly Rate Lift Truck, 65' reach, operator	Hr	\$ 82.77
		22	Overtime Rate, Lift Truck 65' reach, operator	Hr	\$ 124.62
		23	Hourly Rate Lift Truck, 120' reach, operator	Hr	\$ 92.07
		24	Overtime Rate, Lift Truck, 120' reach, operator	Hr	\$ 138.57
		25	Hourly Rate, Trencher w/ operator	Hr	\$ 82.77
		26	Overtime Rate, Trencher w/ operator	Hr	\$ 106.36
		27	Hourly Rate, Boom Crane w/ operator	Hr	\$ 92.07
		28	Overtime Rate, Boom Crane w/ operator	Hr	\$ 127.41
		29	Hourly Rate, Backhoe w/ operator	Hr	\$ 82.77
		30	Overtime Rate, Backhoe w/ operator	Hr	\$ 124.62
		31	Hourly Rate, Bobcat w/ operator	Hr	\$ 78.12
		32	Overtime Rate, Bobcat w/ operator	Hr	\$ 100.32
		33	Percentage mark-up on additional services	%	10%
		34	Percentage discount materials	%	40%

COMMENTS:

Quotation incomplete.
References incomplete.

REQUEST FOR LEGISLATIVE ACTION

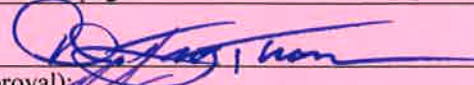
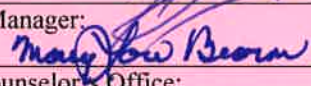
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19283

Sponsor(s): Greg Grounds

Date: October 17, 2016

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twenty-Four Month Term and Supply Contract, with Three Twelve Month Options to Extend, for the furnishing of Electrical Services for use by Various County Departments to Mark One Electric Co. Inc. of Kansas City, MO and R.F. Fisher Electric Co., LLC of Kansas City, KS under the terms and conditions of Invitation to Bid No. 58-16.</u></p>																						
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Department</th> <th>Estimated Use</th> </tr> </thead> <tbody> <tr> <td>Public Works Department</td> <td>\$ 10,000.00</td> </tr> <tr> <td>Department of Corrections</td> <td>\$ 25,000.00</td> </tr> <tr> <td>Parks + Rec Department</td> <td>\$ 33,000.00</td> </tr> <tr> <td>Facilities Management</td> <td>\$ 75,000.00</td> </tr> <tr> <td>Total</td> <td>\$ 143,000.00</td> </tr> </tbody> </table> <p>This RLA only approves the Term and Supply Contract; the funds were already appropriated through the annual budget adoption. Figures included in the background section are for informational purposes to provide an estimate of the contract value.</p> <p>Prior Year Budget (if applicable): \$26,000 Prior Year Actual Amount Spent (if applicable): \$ 106,832.30</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		Department	Estimated Use	Public Works Department	\$ 10,000.00	Department of Corrections	\$ 25,000.00	Parks + Rec Department	\$ 33,000.00	Facilities Management	\$ 75,000.00	Total	\$ 143,000.00
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Parks + Rec Department	\$ 33,000.00																						
Facilities Management	\$ 75,000.00																						
Total	\$ 143,000.00																						
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 17654, August 22, 2011; 19232, August 15, 2016; 19243, August 29, 2016</p>																						
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Jessica Johnson, Senior Buyer, 881-3465</p>																						
REQUEST SUMMARY	<p>Various County Departments require a Term and Supply Contract for the furnishing of Electrical Services. The Purchasing Department issued Invitation to Bid No. 58-16 in response to this requirement.</p> <p>A total of thirty-five (35) notifications were distributed and five (6) responses were received, two (2) responses rejected for non-responsiveness and four (4) responses evaluated as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Vendor and Location</th> <th>Total Price of Items 1-32</th> <th>Percentage Mark-Up Additional Services Item 33</th> <th>Percentage Discount Materials Item 34</th> </tr> </thead> <tbody> <tr> <td>Infinite Energy Construction, Inc. Kansas City, MO</td> <td>\$3,323.21</td> <td>10%</td> <td>1.15%</td> </tr> <tr> <td>Mark One Electric Co., Inc. Kansas City, MO</td> <td>\$2,782.92</td> <td>8%</td> <td>8%</td> </tr> <tr> <td>Pro Circuit Inc. Kansas City, MO</td> <td>\$2,806.21</td> <td>20%</td> <td>40%</td> </tr> <tr> <td>R.F. Fisher Electric Co., LLC Kansas City, KS</td> <td>\$2,453.47</td> <td>10%</td> <td>40%</td> </tr> </tbody> </table>	Vendor and Location	Total Price of Items 1-32	Percentage Mark-Up Additional Services Item 33	Percentage Discount Materials Item 34	Infinite Energy Construction, Inc. Kansas City, MO	\$3,323.21	10%	1.15%	Mark One Electric Co., Inc. Kansas City, MO	\$2,782.92	8%	8%	Pro Circuit Inc. Kansas City, MO	\$2,806.21	20%	40%	R.F. Fisher Electric Co., LLC Kansas City, KS	\$2,453.47	10%	40%		
Vendor and Location	Total Price of Items 1-32	Percentage Mark-Up Additional Services Item 33	Percentage Discount Materials Item 34																				
Infinite Energy Construction, Inc. Kansas City, MO	\$3,323.21	10%	1.15%																				
Mark One Electric Co., Inc. Kansas City, MO	\$2,782.92	8%	8%																				
Pro Circuit Inc. Kansas City, MO	\$2,806.21	20%	40%																				
R.F. Fisher Electric Co., LLC Kansas City, KS	\$2,453.47	10%	40%																				

	<p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends Split Award for Electric Services to Mark One Electric Co., Inc of Kansas City, MO and R.F. Fisher Electric Co., LLC of Kansas City, KS as the lowest and best bids meeting specifications.</p> <p>This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>	
CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Abstract of Bids Received; Recap of Bids Received; Memorandum from Joseph Tomlinson, Facilities Management, Caroline Deihl, Public Works Department, Earnest Jones, Parks + Rec, Craig Mosher, Department of Corrections and pertinent pages of Mark One Electric Co, Inc and R.F. Fisher Electric Co., LLC Bids.	
REVIEW	Department Director: 	Date: 10/9/16
	Finance (Budget Approval): <i>If applicable</i>	Date: 10/7/16
	Division Manager: 	Date: 10/12/16
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

ITB: 58-16		DATE: 09/13/16		COMMODITY: Electric Services				
NO	DESCRIPTION	UNIT	QTY	Bart's Electric	Pro Circuit Inc.	Smart Power Services	Infinite Energy Construction	R.F. Fisher Electric Company
				AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1	Hourly Rate - Journeyman w/ service truck	hr	1	109.94	78.95	75.00	81.04	59.65
2	Overtime Rate - Journeyman w/ service truck	hr	1	164.91	109.00	93.50	104.71	84.63
3	Hourly rate - additional Journeyman	hr	1	85.94	78.95	70.00	71.54	58.26
4	Overtime Rate - additional Journeyman	hr	1	128.91	109.00	88.50	95.21	82.06
5	Hourly Rate - Working Foreman w/ service truck	hr	1	109.94	78.95	80.00	85.26	61.38
6-34	See Bid			see bid	see bid	see bid	see bid	see bid

SEP 15 2016

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED
 ON: September 13, 2016 BY

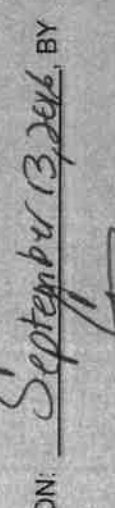

 CLERK OF THE LEGISLATURE

 PURCHASING

ABSTRACT OF BIDS

ITB: 58-16 DATE: 09/13/16 COMMODITY: Electric Services		Mark One Electric Company		AMOUNT	AMOUNT	AMOUNT	AMOUNT
NO	DESCRIPTION	UNIT	QTY	AMOUNT	AMOUNT	AMOUNT	AMOUNT

1	Hourly Rate - Journeyman w/ service truck	hr	1	70.69			
2	Overtime Rate - Journeyman w/ service truck	hr	1	92.00			
3	Hourly rate - additional Journeyman	hr	1	68.69			
4	Overtime Rate - additional Journeyman	hr	1	90.00			
5	Hourly Rate - Working Foreman w/ service truck	hr	1	74.00			
6-34	See Bid			See bid			

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED
 ON: September 13, 2016, BY

 CLERK OF THE LEGISLATURE

 PURCHASING

SEP 13 10:54 AM '16

Vendor: Pro Circuit Inc. of Kansas City, MO

Bid Recap		Quote			
REQUIRED SUBMITTALS					
	Yes/No	Item #	Item Name	U/M	Quote
Signed Contract	Yes	1	Hourly Rate, Journeyman w/ truck	Hr	\$ 78.95
Affidavit	Yes	2	Overtime Rate, Journeyman w/ truck	Hr	\$ 109.00
Compliance Review Form or Certificate	Yes	3	Hourly Rate, additional Journeyman	Hr	\$ 78.95
Contractor's Qualifications	Yes	4	Overtime Rate, additional Journeyman	Hr	\$ 109.00
Acknowledgement of Addenda	Yes	5	Hourly rate, Working Foreman w/ truck	Hr	\$ 78.95
Out of KCMO area, if applicable	n/a	6	Overtime Rate, Working Foreman w/ truck	Hr	\$ 109.00
Quotation	Yes	7	Hourly Rate, Journeyman Lineman	Hr	no bid
References	Yes	8	Overtime Rate, Journeyman Lineman	Hr	no bid
Exceptions	n/a	9	Hourly Rate, Apprentice, Year 1	Hr	\$ 31.58
CUP (5%, 5%, 5%)	Yes	10	Overtime Rate, Apprentice, Year 1	Hr	\$ 43.50
		11	Hourly Rate, Apprentice, Year 2	Hr	\$ 47.37
		12	Overtime Rate, Apprentice, Year 2	Hr	\$ 65.40
		13	Hourly Rate, Apprentice, Year 3	Hr	\$ 63.16
		14	Overtime Rate, Apprentice, Year 3	Hr	\$ 87.20
		15	Hourly Rate, Apprentice, Year 4	Hr	\$ 71.05
		16	Overtime Rate, Apprentice, Year 4	Hr	\$ 98.10
		17	Hourly Rate, Apprentice, Year 5	Hr	no bid
		18	Overtime Rate, Apprentice, Year 5	Hr	no bid
		19	Hourly Rate, Lift Truck, 35' reach, operator	Hr	\$ 115.00
		20	Overtime Rate, Lift Truck, 35' reach, operator	Hr	\$ 138.00
		21	Hourly Rate Lift Truck, 65' reach, operator	Hr	\$ 130.00
		22	Overtime Rate, Lift Truck 65' reach, operator	Hr	\$ 162.00
		23	Hourly Rate Lift Truck, 120' reach, operator	Hr	no bid
		24	Overtime Rate, Lift Truck, 120' reach, operator	Hr	no bid
		25	Hourly Rate, Trencher w/ operator	Hr	\$ 100.00
		26	Overtime Rate, Trencher w/ operator	Hr	\$ 140.00
		27	Hourly Rate, Boom Crane w/ operator	Hr	\$ 195.00
		28	Overtime Rate, Boom Crane w/ operator	Hr	\$ 275.00
		29	Hourly Rate, Backhoe w/ operator	Hr	\$ 100.00
		30	Overtime Rate, Backhoe w/ operator	Hr	\$ 140.00
		31	Hourly Rate, Bobcat w/ operator	Hr	\$ 100.00
		32	Overtime Rate, Bobcat w/ operator	Hr	\$ 140.00
		33	Percentage mark-up on additional services	%	20%
		34	Percentage discount materials	%	40%

COMMENTS:
 No exceptions requested.
 CUP incomplete. No signature & notary.

Vendor emailed to complete CUP signature & notary NLT 1000, Friday 9-16-16. 9-14-16 JMJ
 Received on 9-14-16 @ 1500. 9-20-16 JMJ

Commodity: Electric Services

Vendor: Infinite Energy Construction, Inc of Kansas City, MO

Bid Recap

REQUIRED SUBMITTALS		Quote			
Signed Contract	Yes/No	Item #	Item Name	U/M	Quote
Affidavit	Yes	1	Hourly Rate, Journeyman w/ truck	Hr	\$ 81.04
Compliance Review Form or Certificate	Yes	2	Overtime Rate, Journeyman w/ truck	Hr	\$ 104.71
Contractor's Qualifications	Yes	3	Hourly Rate, additional Journeyman	Hr	\$ 71.54
Acknowledgement of Addenda	Yes	4	Overtime Rate, additional Journeyman	Hr	\$ 95.21
Out of KCMO area, if applicable	n/a	5	Hourly rate, Working Foreman w/ truck	Hr	\$ 85.26
Quotation	Yes	6	Overtime Rate, Working Foreman w/ truck	Hr	\$ 110.89
References	Yes	7	Hourly Rate, Journeyman Lineman	Hr	\$ 71.76
Exceptions	Yes	8	Overtime Rate, Journeyman Lineman	Hr	\$ 95.33
CUP (5%, 5%, 5%)	Yes	9	Hourly Rate, Apprentice, Year 1	Hr	\$ 30.25
		10	Overtime Rate, Apprentice, Year 1	Hr	\$ 39.90
		11	Hourly Rate, Apprentice, Year 2	Hr	\$ 32.74
		12	Overtime Rate, Apprentice, Year 2	Hr	\$ 43.60
		13	Hourly Rate, Apprentice, Year 3	Hr	\$ 44.09
		14	Overtime Rate, Apprentice, Year 3	Hr	\$ 56.16
		15	Hourly Rate, Apprentice, Year 4	Hr	\$ 49.83
		16	Overtime Rate, Apprentice, Year 4	Hr	\$ 64.30
		17	Hourly Rate, Apprentice, Year 5	Hr	\$ 55.58
		18	Overtime Rate, Apprentice, Year 5	Hr	\$ 72.47
		19	Hourly Rate, Lift Truck, 35' reach, operator	Hr	\$ 104.00
		20	Overtime Rate, Lift Truck, 35' reach, operator	Hr	\$ 124.87
		21	Hourly Rate Lift Truck, 65' reach, operator	Hr	\$ 120.00
		22	Overtime Rate, Lift Truck 65' reach, operator	Hr	\$ 140.87
		23	Hourly Rate Lift Truck, 120' reach, operator	Hr	\$ 293.50
		24	Overtime Rate, Lift Truck, 120' reach, operator	Hr	\$ 314.37
		25	Hourly Rate, Trencher w/ operator	Hr	\$ 93.50
		26	Overtime Rate, Trencher w/ operator	Hr	\$ 114.37
		27	Hourly Rate, Boom Crane w/ operator	Hr	\$ 135.03
		28	Overtime Rate, Boom Crane w/ operator	Hr	\$ 188.22
		29	Hourly Rate, Backhoe w/ operator	Hr	\$ 135.03
		30	Overtime Rate, Backhoe w/ operator	Hr	\$ 159.92
		31	Hourly Rate, Bobcat w/ operator	Hr	\$ 87.00
		32	Overtime Rate, Bobcat w/ operator	Hr	\$ 107.87
		33	Percentage mark-up on additional services	%	10%
		34	Percentage discount materials	%	1.15%

COMMENTS:

Exception requested - service hours clarified
CUP equates to 110% of total contract value.



**JACKSON COUNTY
Facilities Management Division**

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

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

MEMORANDUM

From: Joseph Tomlinson, Facilities Management Administrator

To: Jessica Johnson, Senior Buyer, Purchasing Department

Date: 10/05/2016

Subject: ITB 58-16 Electric Services, Term and Supply Contract

Jessica,

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

After considering factors and bids, the Facilities Management Division would like to highlight RF Fisher's knowledge of Jackson County's building stock, as well as possessing the lowest bid rates out of the group.

The Facilities Division will accept the County Counselor's recommendation to move forward with a 12 month contract as well as re-open this for bid at its conclusion.

Thank you,

A handwritten signature in black ink, appearing to read "Joseph Tomlinson", written over a faint circular stamp.

Joseph Tomlinson
Facilities Management Administrator
816.881.3748 (desk)
816.217.9310 (mobile)



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: Jessica Johnson, Senior Buyer
FROM: Caroline Deihl, Public Works – Road Maintenance
DATE: September 22, 2016
SUBJECT: Bid No. 58-16, Electric Services

Jessica, we have evaluated the above referenced bid for Electric Services and we recommend that the bid be awarded to R.F. Fisher Electric Co... We will spend approximately \$10,000.00.



**JACKSON COUNTY DEPT. OF CORRECTIONS
1300 CHERRY
KANSAS CITY, MISSOURI 64106**

TO: Jessica Johnson
FROM: Craig Mosher, Facility Administrator
DATE: October 3, 2016
RE: Electrical Service Contract

Jackson County Department of Corrections recommends award of Bid 58-16: Electrical Services to R.F. Fisher. The rates quoted are the lowest that were submitted. Department of Correction's experience with the vendor is positive. The workmanship and responsiveness of R.F. Fisher demonstrates that the firm will be a good vendor for the County.



JACKSON COUNTY

Parks + Rec

22807 Woods Chapel Road
 Blue Springs, Missouri 64015
 www.jacksongov.org

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

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

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

*Blue Springs Marina
 (816) 795-1112*

*Jacomo Marina
 (816) 795-8888*

*Longview Marina
 (816) 966-0131*

*Special Population
 Services
 (816) 763-5130*

MEMORANDUM

TO: Jessica M Johnson, Purchasing, Senior Buyer
FROM: Wayne Shipley, Utilities & Special Project Coordinator
DATE: September 22, 2016
SUBJECT: Invitation to Bid No. 35-16 "Electric Services"

The Parks Department recommendation is to split the bid award between RF Fisher Electrical Co., LLC and Mark One.

Our **projected usage** during the next twelve months is \$33,000.

003-1602-56510	\$28,000 (Mark One - \$21,000; Fisher - \$7,000)
300-1654-56570	\$5,000 (Mark One - \$3,750; Fisher - \$1,250)

Mark One -	\$24,750
RF Fisher Electrical Co., LLC -	<u>\$8,250</u>
	Total \$33,000

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

(Complete in full, Use attachments if necessary)

Name of Bidder: Mark One Electric Co. Inc.	
Address with Zip Code: 909 Troost Kansas City MO 64106	
Federal Tax I.D. Number: 43-1025223	
Check One: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>	
If SOLE PROPRIETORSHIP , state name, address and phone number of owner:	
If CORPORATION:	
Date of Incorporation: 04/17/74	Name of State(s) in which incorporated: Missouri
President's Name: Rosana Privitera-Biondo	Vice-President's Name:
Secretary's Name: Rosana Privitera-Biondo	Treasurer's Name: Rosana Privitera-Biondo
If PARTNERSHIP:	
Is the Partnership: General <input type="checkbox"/> Limited <input type="checkbox"/> Association <input type="checkbox"/> (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your own staff: 100%	
No. of Permanent Employees: 300 +	Geographical Limits of Operation: 200 miles
No. of years in business: 42	
Have you ever done business under a different name: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Check one)	
If Yes, state where and why:	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes No (Check one)

If Yes, Explain:

List Completed Contracts within the Past Three Years, Including Amount of Each:
 see attached list

List of Current Contracts, Including Amount of Each:
 see attached list

Please indicated how you intend to comply with the State of Missouri's Prevailing Wage Requirement:
 We pay prevailing wage.

Customer Reference (state name, address, and phone number):
 Caroline Deihl, 34900 Old US Highway 40, Grain Valley MO 64029, 816-847-7072

List each subcontractor you plan to use if awarded the contract. If no, so state.

SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
Rodriguez Mechanical	excavation / trenching	+ / - \$10,000.00 (5%)	MBE

State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):
 none

DBE STATUS Indicate status claimed:

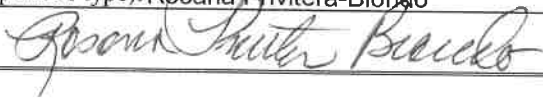
- 1. Minority Owned Business (MBE) YES ___ NO
 African American ___ Latino ___ Native American ___ Asian ___ Pacific Islander ___
- 2. Woman Owned Business (WBE) YES NO ___
- 3. Small Business YES ___ NO

For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.

Prepared by (print or type): Rosana Privitera-Biondo

Title: President

Signature:



Date: 09/13/16

ATTACHMENT 1
BIDDER'S QUOTATION for
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 58-16

NO	DESCRIPTION	QTY	U/M	PRICE
1.	Hourly rate for Journeyman Electrician with fully equipped service truck	1	Hour	70.69
2.	Overtime rate for Journeyman Electrician with fully equipped service truck	1	Hour	92.00
3.	Hourly rate for additional Journeyman Electrician	1	Hour	68.69
4.	Overtime rate for additional Journeyman Electrician	1	Hour	90.00
5.	Hourly rate for Working Foreman with fully equipped service truck	1	Hour	74.00
6.	Overtime rate for Working Foreman with fully equipped service truck	1	Hour	98.14
7.	Hourly rate for Journeyman Lineman	1	Hour	85.94
8.	Overtime rate for Journeyman Lineman	1	Hour	117.41
9.	Hourly rate for Outside Apprentice, Year 1	1	Hour	30.43
10.	Overtime rate for Outside Apprentice, Year 1	1	Hour	39.88
11.	Hourly rate for Outside Apprentice, Year 2	1	Hour	32.88
12.	Overtime rate for Outside Apprentice, Year 2	1	Hour	43.53
13.	Hourly rate for Outside Apprentice, Year 3	1	Hour	44.04
14.	Overtime rate for Outside Apprentice, Year 3	1	Hour	55.84
15.	Hourly rate for Outside Apprentice, Year 4	1	Hour	49.70
16.	Overtime rate for Outside Apprentice, Year 4	1	Hour	63.89
17.	Hourly rate for Outside Apprentice, Year 5	1	Hour	55.40
18.	Overtime rate for Outside Apprentice, Year 5	1	Hour	72.96
19.	Hourly rate for Lift Truck with 35 foot reach with Operator	1	Hour	85.00
20.	Overtime rate for Lift Truck with 35 foot reach with Operator	1	Hour	125.00
21.	Hourly rate for Lift Truck with 65 foot reach with Operator	1	Hour	90.00
22.	Overtime rate for Lift Truck with 65 foot reach with Operator	1	Hour	135.00
23.	Hourly rate for Lift Truck with 120 foot reach with Operator	1	Hour	100.00
24.	Overtime rate for Lift Truck with 120 foot reach with Operator	1	Hour	150.00
25.	Hourly rate for Trencher with Operator	1	Hour	90.00
26.	Overtime rate for Trencher with Operator	1	Hour	135.00
27.	Hourly rate for Boom Crane with Operator	1	Hour	100.00
28.	Overtime rate for Boom Crane with Operator	1	Hour	150.00

ATTACHMENT 1 cont.
BIDDER'S QUOTATION for
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 58-16

NO	DESCRIPTION	QTY	U/M	PRICE
29.	Hourly rate for Backhoe with Operator	1	Hour	90.00
30.	Overtime rate for Backhoe with Operator	1	Hour	135.00
31.	Hourly rate for Bobcat with Operator	1	Hour	85.00
32.	Overtime rate for Bobcat with Operator	1	Hour	127.50
33.	Percentage mark-up on sub-contractor's or additional services not listed above.	n/a	n/a	8 %
34.	Percentage discount off manufacturer's list pricing for materials	n/a	n/a	8 %

HOURS OF SERVICE: State the service hours with applicable days per week and point of contact with phone number for service calls.

Regular Service Hours Available:

8:00 a.m. to 4:30 p.m., 5 days per week

Emergency Service Hours Available:

12:00 a.m. to 11:59 p.m., 7 days per week


Contact Person and Phone number for Service Calls (Regular Hours):

Name: Jeff Dunn Phone Number: 816-842-7023

Contact Person and Phone number for Service Calls (Non-Regular Hours)

Name: Carl Privitera III Phone Number: 816-916-4038

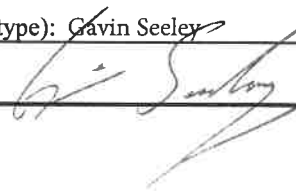
CERTIFICATION

SIGNATURE: 	DATE: 09/13/16
NAME: Rosana Privitera-Biondo (Print or Type)	PHONE: 816-842-7023
TITLE: President (Print or Type)	MOBILE: 816-918-1424
COMPANY NAME: Mark One Electric Co. Inc. (Print or Type)	FAX: 816-842-8955
EMAIL ADDRESS: rosana.priviterabiondo@markone.com (Print or Type)	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS
 (Complete in full, Use attachments if necessary)

Name of Bidder: R.F. Fisher Electric Co., LLC	
Address with Zip Code: 1707 West 39th Avenue	
Federal Tax I.D. Number: 48-1212218	
Check One: Corporation Partnership Sole Proprietorship Limited Liability Coporpration <input checked="" type="checkbox"/>	
If SOLE PROPRIETORSHIP , state name, address and phone number of owner:	
If CORPORATION:	
Date of Incorporation: January 1, 1963	Name of State(s) in which incorporated: Kansas
President's Name: Gavin Seeley	Vice-President's Name: Chris Terrell
Secretary's Name:	Treasurer's Name: Stacy Ryan
If PARTNERSHIP:	
Is the Partnership: General Limited Association (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your own staff: 100%	
No. of Permanent Employees: 150	Geographical Limits of Operation: Kansas & Missouri
No. of years in business: 53	
Have you ever done business under a different name: Yes No <input checked="" type="checkbox"/> (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes No <input checked="" type="checkbox"/> (Check one)	
If Yes, state where and why:	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes No <input checked="" type="checkbox"/> (Check one)			
If Yes, Explain: not applicable			
List Completed Contracts within the Past Three Years, Including Amount of Each: Please refer to attached report.			
List of Current Contracts, Including Amount of Each: Please refer to attached report.			
Please indicated how you intend to comply with the State of Missouri's Prevailing Wage Requirement: RFF is a Local #124 Union electrical contractor; the Union's wages and fringe benefits comply with prevailing wage requirements.			
Customer Reference (state name, address, and phone number): Please refer to attached report.			
List each subcontractor you plan to use if awarded the contract. If no, so state.			
SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
Please refer to the list of subcontractors and suppliers listed on the Contractor's Utilization Plan.			
State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):			
DBE STATUS Indicate status claimed:			
1. Minority Owned Business (MBE) YES ___ NO <u>X</u> African American ___ Latino ___ Native American ___ Asian ___ Pacific Islander ___			
2. Woman Owned Business (WBE) YES ___ NO <u>X</u>			
3. Small Business YES ___ NO <u>X</u>			
For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.			
Prepared by (print or type): Gavin Seeley		Title: President	
Signature: 		Date: 9/13/2016	

ATTACHMENT 1
BIDDER'S QUOTATION for
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 58-16

NO	DESCRIPTION	QTY	U/M	PRICE
1.	Hourly rate for Journeyman Electrician with fully equipped service truck	1	Hour	\$59.65
2.	Overtime rate for Journeyman Electrician with fully equipped service truck	1	Hour	\$84.63
3.	Hourly rate for additional Journeyman Electrician	1	Hour	\$58.26
4.	Overtime rate for additional Journeyman Electrician	1	Hour	\$82.06
5.	Hourly rate for Working Foreman with fully equipped service truck	1	Hour	\$61.38
6.	Overtime rate for Working Foreman with fully equipped service truck	1	Hour	\$87.20
7.	Hourly rate for Journeyman Lineman	1	Hour	\$66.74
8.	Overtime rate for Journeyman Lineman	1	Hour	\$88.66
9.	Hourly rate for Outside Apprentice, Year 1	1	Hour	\$28.13
10.	Overtime rate for Outside Apprentice, Year 1	1	Hour	\$35.98
11.	Hourly rate for Outside Apprentice, Year 2	1	Hour	\$30.35
12.	Overtime rate for Outside Apprentice, Year 2	1	Hour	\$49.29
13.	Hourly rate for Outside Apprentice, Year 3	1	Hour	\$40.96
14.	Overtime rate for Outside Apprentice, Year 3	1	Hour	\$49.07
15.	Hourly rate for Outside Apprentice, Year 4	1	Hour	\$44.18
16.	Overtime rate for Outside Apprentice, Year 4	1	Hour	\$55.66
17.	Hourly rate for Outside Apprentice, Year 5	1	Hour	\$48.89
18.	Overtime rate for Outside Apprentice, Year 5	1	Hour	\$55.66
19.	Hourly rate for Lift Truck with 35 foot reach with Operator	1	Hour	\$78.12
20.	Overtime rate for Lift Truck with 35 foot reach with Operator	1	Hour	\$116.13
21.	Hourly rate for Lift Truck with 65 foot reach with Operator	1	Hour	\$82.77
22.	Overtime rate for Lift Truck with 65 foot reach with Operator	1	Hour	\$124.62
23.	Hourly rate for Lift Truck with 120 foot reach with Operator	1	Hour	\$92.07
24.	Overtime rate for Lift Truck with 120 foot reach with Operator	1	Hour	\$138.57
25.	Hourly rate for Trencher with Operator	1	Hour	\$82.77
26.	Overtime rate for Trencher with Operator	1	Hour	\$106.36
27.	Hourly rate for Boom Crane with Operator	1	Hour	\$92.07
28.	Overtime rate for Boom Crane with Operator	1	Hour	\$127.41

ATTACHMENT 1 cont.
BIDDER'S QUOTATION for
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 58-16

NO	DESCRIPTION	QTY	U/M	PRICE
29.	Hourly rate for Backhoe with Operator	1	Hour	\$82.77
30.	Overtime rate for Backhoe with Operator	1	Hour	\$124.62
31.	Hourly rate for Bobcat with Operator	1	Hour	\$78.12
32.	Overtime rate for Bobcat with Operator	1	Hour	\$100.32
33.	Percentage mark-up on sub-contractor's or additional services not listed above.	n/a	n/a	10 %
34.	Percentage discount off manufacturer's list pricing for materials	n/a	n/a	40 %

HOURS OF SERVICE: State the service hours with applicable days per week and point of contact with phone number for service calls.

Regular Service Hours Available:

7:00 a.m. to 3:30 p.m., 5 days per week *Monday thru Friday
 *please note, start time can be adjusted up to 1-hour before or after 7:00AM

Emergency Service Hours Available:

3:30 PM a.m. to 7:00AM p.m., 5 days per week*Monday thru Friday
 24-hours a day, Saturdays and Sundays

Contact Person and Phone number for Service Calls (Regular Hours):

Name: Sam Valenti Phone Number: 913-384-1500 / 816-719-4080

Contact Person and Phone number for Service Calls (Non-Regular Hours)

Name: Sam Valenti, or On Call Electrician Phone Number: 913-384-1500 / 816-719-4080

CERTIFICATION

SIGNATURE: <i>Sam Valenti R.F. Fisher Electric, LLC.</i>	DATE: 9/13/2016
NAME: Gavin Seeley <i>SAM VALENTI</i> (Print or Type)	PHONE: 913-384-1500
TITLE: President <i>Vice President - Service Dept.</i> (Print or Type)	MOBILE: n/a
COMPANY NAME: R.F. Fisher Electric Co., LLC (Print or Type)	FAX: 913-384-1503
EMAIL ADDRESS: gseeley@rffisher.com (Print or Type)	

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION recognizing Kansas City University of Medicine and Biosciences on the occasion of its 100th Anniversary.

RESOLUTION NO. 19284, October 17, 2016

INTRODUCED BY Crystal Williams, Theresa Galvin, Garry J. Baker, Tony Miller, Scott Burnett, Alfred Jordan, Dennis Waits, Dan Tarwater III, and Greg Grounds, County Legislators

WHEREAS, Kansas City University of Medicine and Biosciences (KCU), originally known as the Kansas City College of Osteopathy and Surgery, was founded in 1916 in Kansas City's Historic Northeast Neighborhood; and,

WHEREAS, KCU has led the way in providing excellent education and training for students, producing well-rounded and compassionate osteopathic physicians; and,

WHEREAS, KCU's College of Osteopathic Medicine is the oldest medical school in Kansas City, Missouri, and has the largest enrollment in the state; and,

WHEREAS, KCU is the second-leading producer of physicians for the states of Missouri and Kansas, with 73 percent practicing in primary care specialties throughout the Midwest region; and,

WHEREAS, KCU will open its Joplin campus in 2017 to help address the growing need for primary care physicians in the region's rural communities; and,

City area, particularly those communities in the Historic Northeast Neighborhood; and,

WHEREAS, KCU strives to utilize its deep heritage and local roots to become the most student-focused university in education of physicians, scientists, and health professionals for the 21st century; and,

WHEREAS, KCU will commemorate its 100th Anniversary with a centennial gala to be held on October 19, 2016; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature does hereby proclaim October 22, 2016, as Kansas City University of Medicine Day in Jackson County and extends best wishes to the University on the momentous occasion of its 100th Anniversary.

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. 19284 of October 17, 2016, was duly passed on _____, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, October 17, 2016, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under sections 610.021(1) and 610.021(3) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 19285, October 17, 2016

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, October 17, 2016, during the regularly scheduled meeting of the Legislature; and,

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

WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, litigation, and/or the hiring, firing, disciplining, or promoting of particular employees; and,

WHEREAS, such closed meeting is allowable under sections 610.021(1) and 610.021(3) 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, October 17, 2016, pursuant to sections 610.021(1) and 610.021(3), 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. 19285 of October 17, 2016, was duly passed on _____, 2016 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 twenty-three month term and supply contract, with two twenty-four month options to extend, for the furnishing of HVAC products, installation, and service for use by the Facilities Management Division of the Public Works Department to Trane of Davidson, NC, under the terms and conditions set forth in U.S. Communities Contract No. 15-JLP-023, an existing government contract.

RESOLUTION NO. 19286, October 17, 2016

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Facilities Management Division of the Public Works Department has a need for HVAC products, installation, and service to maintain the current Trane HVAC systems; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a twenty-three month term and supply contract with two twenty-four month options to extend for the furnishing of HVAC products, installation to Trane, of Davidson, NC, under the terms and conditions set forth in the U.S. Communities Contract No. 15-JLP-023, an existing government contract; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

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

subject to annual appropriation; now therefore,

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

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments on the contract, including final payment, to the extent that sufficient appropriations to the using spending agency are available 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. 19286 of October 17, 2016, was duly passed on _____, 2016 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 Financial Officer


REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19286

Sponsor(s): Greg Grounds

Date: October 17, 2016

SUBJECT	<p>Action Requested</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twenty-Three Month Term and Supply Contract with two (2) twenty-four month options to extend for the furnishing of HVAC Products, Installation, Services and Related Products and Services for the Facilities Management Division of the Public Works Department to Trane of Davidson, NC; under the Terms and Conditions of US Communities Contract No. 15-JLP-023, a competitively bid contract.</u></p>										
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number; FROM / TO</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Facilities Management Estimated Use: \$ 75,000</p> <p>Prior Year Budget (if applicable):</p> <p>Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO											
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Jessica Johnson, Senior Buyer, 881-3265</p>										
REQUEST SUMMARY	<p>Facilities Management Division of the Public Works Department requires a Term and Supply Contract for Trane HVAC Products and Services in order to maintain the current Trane HVAC system maintenance and provide equipment upgrades as necessary for satisfactory working climates.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twenty-Three Month Term and Supply Contract with Two Twenty-Four Month Options to Extend for the furnishing of HVAC Products, Installation, Services and Related Products and Services to Trane of Davidson, NC, under the Terms and Conditions set forth in US Communities Contract No. 15-JLP-023, a competitively bid government contract.</p> <p>The Director of Finance and Purchasing recommends the purchase made under this contract due to higher volume discounts offered to larger government entities.</p> <p>This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)N/A</p> <p><input type="checkbox"/> Business License Verified (Purchasing & Department)N/A</p> <p><input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Memorandum from Joseph Tomlinson, Facilities Management Administrator, pertinent pages of US Communities Contract</p>										
REVIEW	<p>Department Director: </p> <p>Date: 10.10.2016</p>										

Finance (Budget Approval): <i>If applicable</i>	Date: <i>10/1/16</i>
Division Manager: <i>Marylou Brown</i>	Date: <i>10/13/16</i>
County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



JACKSON COUNTY

Facilities Management Division

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

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

MEMORANDUM

From: Joseph Tomlinson, Facilities Management Administrator

To: Jessica Johnson, Senior Buyer, Purchasing Department

Date: 08/26/2016

Subject: Trane Governmental Contract Request US Communities Contract number 15-JLP-023

Jessica,

This memorandum is being prepared and submitted in response to your request for verification of the Facilities Management Division to utilize an existing governmental contract to employ Trane as a Term and Supply Vendor. The necessity of this action surrounds the need to continue to maintain a level of standardization of systems with regards to several facilities throughout the County building stock. Extending a Term and Supply contract will allow the Facilities Division to utilize this vendor outside of a warranty scope, therefore insuring uniformity when servicing and updating corresponding HVAC units. A \$75,000.00 limit on this contract is requested.

Your consideration in this matter is greatly appreciated.

Sincerely,

Joseph Tomlinson
Facilities Management Administrator
816.881.3748 (desk)
816.217.9310 (mobile)

Frank White, Jr., County Executive

CONTRACT

RFP #15-JLP-023

THIS AGREEMENT, made this 29th day of September, 2015, by and between Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and Trane U.S. Inc., a corporation located at 10947 Golden West Drive, #100, Hunt Valley, Maryland, hereinafter called "Contractor".

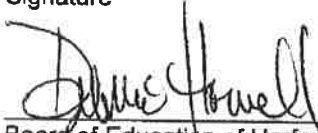
WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and complete the services described as follows:

Provide comprehensive HVAC Products, Installation, Services and Related Products and Services on a national scale in indefinite quantities on an as-needed basis in accordance and compliance with all specifications, terms and conditions set forth in RFP # 15-JLP-023.

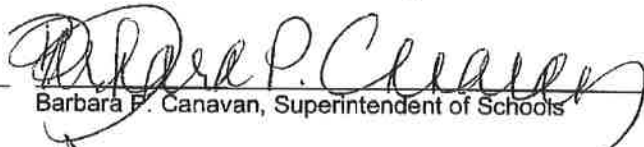

Hereinafter called the Contract, this Agreement shall be for the period October 1, 2015 through September 30, 2018 with renewal options for two additional, two-year periods. Contractor shall perform all duties specified in RFP #15-JLP-023 as they relate to the national scope. This does not include the North Harford Middle School Project, Pricing Project #1. All specifications, Addenda and Proposal are made part of and collectively constitute the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Signature


Board of Education of Harford County
Witness

Board of Education of Harford County

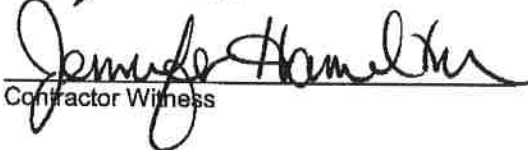

Barbara P. Canavan, Superintendent of Schools

~~Board of Education of Harford County~~ Board President

Signature


Authorized Contractor Signature

Trane
Company Name

800 Beatty St.
Address


Contractor Witness

DAVIDSON, N.C. 28036
Address

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION recognizing the service and sacrifice of the members of our nation's military who have been wounded or killed while serving to protect the citizens of the United States.

RESOLUTION NO. 19287, October 17, 2016

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Purple Heart Medal is awarded to members of the armed forces of the United States who are wounded by an instrument of war in the hands of the enemy and posthumously to the next of kin in the name of those who are killed in action or die of wounds received in action; and,

WHEREAS, the Military Order of the Purple Heart was formed in 1932 for the protection and mutual interest of Purple Heart recipients; and,

WHEREAS, the citizens of Jackson County are grateful to all the men and women who have selflessly served our country and this community in the armed forces; and,

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and,

WHEREAS, the contribution and sacrifices of the men and women who serve and have served in the armed forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and,

WHEREAS, Jackson County seeks to remember and recognize veterans who are recipients of the Purple Heart Medal, a singularly meritorious act of essential service; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature proclaims Jackson County to be a Purple Heart County honoring the service and sacrifice of our nation's men and women in uniform, wounded or killed by the enemy while serving to protect our freedoms.

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. 19287 of October 17, 2016, was duly passed on _____, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive and the Jackson County Sheriff to execute a Letter of Agreement with the Communications Workers of America related to a training stipend for certain employees within the Sheriff's Office, at a cost to the County not to exceed \$8,400.00.

RESOLUTION NO. 19288, October 17, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, by Resolution 18987, dated November 4, 2015, the Legislature did authorize the execution of a Memorandum of Understanding with the Communications Workers of America, AFL-CIO Local 6360 (CWA), regarding the terms and conditions of employment of certain employees within the Jackson County Sheriff's Office in the position of dispatcher (Communications Specialists); and,

WHEREAS, article 21, section 2 of the MOU requires the parties to meet and confer for the purpose of reaching agreement as to compensation upon request of either party; and,

WHEREAS, after negotiation, the parties have agreed to the payment of a training stipend in the amount of \$700.00 for the completion of 911 equipment and TTY training conducted by the Mid-America Regional Council, by members of the bargaining unit; and,

WHEREAS, the Sheriff concurs in this proposal and recommends the execution of a Letter of Agreement related to the payment of this stipend though each employee's

payroll, subject to the County's appropriate payroll taxes upon receipt of proof of the member's attendance at said training; and,

WHEREAS, an Agreement with CWA related to this training is in the best interest of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive and the Jackson County Sheriff be and hereby are authorized to execute the attached Letter of Agreement with the Communications Workers of America; and,

BE IT FURTHER RESOLVED that all County officials be and hereby are authorized to execute any and all documents and take any other actions necessary to give effect to this Resolution.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19288 of October 17, 2016, was duly passed on _____, 2016 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 4201 55010
ACCOUNT TITLE: Special Road and Bridge Fund
Sheriff
Regular Salaries
NOT TO EXCEED: \$8,400.00



Date



Chief Financial Officer

LETTER OF AGREEMENT

This Letter of Agreement is entered into this _____ day of _____, 2016, between Jackson County, Missouri (“County”), the Jackson County Sheriff’s Office (“Sheriff”), and the Communications Workers of America, AFL-CIO, Local 6360 (“CWA”).

WHEREAS, the County, the Sheriff, and the CWA entered into a Memorandum of Understanding (“MOU”) dated December 22, 2015, regarding the terms and conditions of certain employees within the Jackson County Sheriff’s Office in the position of dispatcher (Communications Specialist); and,

WHEREAS, the parties now desire to enter into this Letter of Agreement regarding the payment of a training stipend for the completion of 911 equipment and TTY training by members of the bargaining unit; and,

WHEREAS, the parties agree as follows:

1. No later than the second pay period in November, 2016, Jackson County will pay to each member of the bargaining unit the sum of \$700.00, representing a training stipend, upon receipt of proof of the member’s attendance at 911 equipment and TTY training, sponsored by the Mid-America Regional Council, now scheduled for October and November 2016. This payment will be subject to the County’s appropriate payroll taxes.

2. This Letter of Agreement will be effective upon its execution and remain in effect, together with the MOU, as provided in Article 21 of the MOU.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LETTER OF AGREEMENT ON THE DATE WRITTEN BELOW.

ATTEST:

APPROVED AS TO FORM:

Mary Jo Spino
Clerk of Legislature

W. Stephen Nixon
County Counselor

Jackson County, Missouri

By: _____
Frank White, Jr.
County Executive

Date: _____

Jackson County, Missouri Sheriff's Office

By: _____
Mike Sharp, Sheriff

Date: _____

Communication Workers of America, AFL-CIO Local 6360

By: A. J. Villar

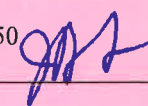
Date: 10/4/16

By: _____

Date: _____

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/~~Ord~~ No.: 19288
 Sponsor(s): Alfred Jordan
 Date: October 17, 2016

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the County Executive and the Jackson County Sheriff to execute a Letter of Agreement with the Communications Workers of America related to a training stipend for certain employees withing the Jackson County Sheriff's Office, at a cost to the County in the amount of \$8,400.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$8,400</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$8,400</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$8,400</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO 004-4201-55010 Special Road and Bridge/Sheriff/Salaries</td> <td>FROM ACCT \$8,400 TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$8,400	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$8,400	Amount budgeted for this item * (including transfers):	\$8,400	Source of funding (name of fund) and account code number; FROM / TO 004-4201-55010 Special Road and Bridge/Sheriff/Salaries	FROM ACCT \$8,400 TO ACCT
Amount authorized by this legislation this fiscal year:	\$8,400										
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Amount budgeted for this item * (including transfers):	\$8,400										
Source of funding (name of fund) and account code number; FROM / TO 004-4201-55010 Special Road and Bridge/Sheriff/Salaries	FROM ACCT \$8,400 TO ACCT										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Res. 18987 11/5/2015</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Jay Haden, Chief Deputy County Counselor, 816-881-3150 </p>										
<p>REQUEST SUMMARY</p>	<p>Resolution 18987 authorized the County Executive and the Jackson County Sheriff to enter into a Memorandum of Understanding with the Communications Workers of America, AFL-CIO Local 6360 (CWA) regarding the terms and condition of certain employees within the Jackson County Sheriff's Office in the position of dispatcher (Communications Specialist).</p> <p>Article 21, § 2 of the MOU requires the parties to meet and confer for the purpose of reaching agreement as to compensation upon request of either party. The Union did so request. After negotiations, the parties have agreed to the payment of a training stipend in the amount of \$700 for the completion of 911 equipment and TTY training conducted by the Mid-America Regional Council, by members of the bargaining unit. The Sheriff concurs in this proposal. Payment of this stipend will be through each employee's payroll and will be subject to the County's appropriate payroll taxes upon receipt of proof of the member's attendance at said training.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department)</p>										

	<input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Letter of Agreement	
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date: <i>10/12/16</i>
	Division Manager: <i>Mary Lou Brown</i>	Date: <i>10/13/16</i>
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Chief Financial Officer to execute an addendum to the Agreement with Garry and Associates of North Kansas City, MO, allowing the assignment of that portion of the Agreement relating to group dental insurance to McDaniel-Hazley Group of Kansas City, MO, of under the terms and conditions of Request for Proposals No. 11-13.

RESOLUTION NO. 19289, October 17, 2016

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Resolution 18175, dated May 20, 2013, the Legislature awarded a contract to Garry and Associates of North Kansas City, MO, for the furnishing of broker and consulting services on the County's health, life, and dental insurance, for use County-wide, under the terms and conditions of Request for Proposals (RFP) No. 11-13; and,

WHEREAS, Garry and Associates has submitted a request to the County to assign that portion of this Agreement relating to group dental benefits to the McDaniel-Hazley Group of Kansas City (Jackson County), MO; and,

WHEREAS, authorization of an Addendum to the Agreement with Garry and Associates, allowing such assignment, is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Chief Financial Officer be and hereby is authorized to execute, in a form to be approved by the County Counselor, a revised Agreement and/or any other documents necessary to give effect to this Resolution.

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

APPROVED AS TO FORM:

Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19289 of October 17, 2016, was duly passed on _____, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature