

**JACKSON COUNTY, MISSOURI** MAY 14 2020

OFFICE OF THE COUNTY EXECUTIVE  
415 E. 12<sup>th</sup> St., Ste. 200, Kansas City, MO 64106  
JACKSON COUNTY HEALTH DEPARTMENT  
313 S. Liberty, Independence, MO 64050

MARY JO SPINO  
COUNTY CLERK

**AMENDED ORDER** OF JACKSON COUNTY EXECUTIVE FRANK WHITE, JR., JACKSON COUNTY HEALTH DIRECTOR BRIDGETTE SHAFFER, AND JACKSON COUNTY EMERGENCY MANAGEMENT COORDINATOR TROY M. SCHULTE DIRECTING ALL INDIVIDUALS LIVING IN, AND BUSINESSES OR ENTITIES OPERATING IN, JACKSON COUNTY, MISSOURI, EXCEPT KANSAS CITY, MISSOURI, TO ADHERE TO THE PROVISIONS OF PHASE ONE OF THE EASTERN JACKSON COUNTY RECOVERY PLAN AS OUTLINED BELOW.

**DATE OF AMENDED ORDER: May 12, 2020**

Please read this Order carefully. Pursuant to §192.300 R.S.Mo. and §192.320 R.S.Mo., violation of or failure to comply with this Order is a class A misdemeanor punishable by fine, imprisonment, or both.

UNDER THE AUTHORITY GRANTED INDIVIDUALLY AND COLLECTIVELY BY THE RELEVANT PROVISIONS OF THE MISSOURI STATE CONSTITUTION, STATUTES, REGULATIONS, AS WELL AS BY RELEVANT PROVISIONS OF THE HOME RULE CHARTER OF JACKSON COUNTY AND COUNTY CODE PROVISIONS, INCLUDING, BUT NOT LIMITED TO: THE MISSOURI CODE OF STATE REGULATIONS, RULES OF DEPARTMENT OF HEALTH AND SENIOR SERVICES (19 CSR 20-20.020; 19 CSR 20-20.030; 19 CSR 20-20.040; 19 CSR 20-20.050) AND JACKSON COUNTY CODE CHAPTER 40, THE JACKSON COUNTY EXECUTIVE, JACKSON COUNTY HEALTH DIRECTOR, AND JACKSON COUNTY EMERGENCY MANAGEMENT COORDINATOR DO HEREBY ORDER:

1. This Order supersedes the April 16, 2020, Order directing all individuals to stay at home (“Stay at Home Order”) and placing certain restrictions on businesses and other entities. This Order modifies certain terms of the Stay at Home Order to address the need for Eastern Jackson County to slowly reopen economically and societally, while continuing to acknowledge the seriousness of COVID-19 and require appropriate precautions to fight the virus and protect Jackson Countians. Thus, as of the effective date and time of this Order set forth below, all individuals, businesses, and government agencies in Jackson County, Missouri, excluding Kansas City, Missouri, are required to follow the provisions of this Order, otherwise known as the Eastern Jackson County Recovery Plan (“the Plan”).
2. Phase One of the Plan relaxes certain restrictions contained within the Stay at Home Order, but still recommends the highest level of caution for vulnerable community members. Phase One also offers guidance for businesses that are now allowed to open.

3. While more information can be found in the Eastern Jackson County Recovery Plan, the following Criteria and Recommendations are contained within the Plan:
  - a) Criteria
    - i. Essential Business Operations continue as under the Stay at Home Order
    - ii. Non-essential businesses which are not open to the public may re-open provided social distancing requirements are maintained and appropriate PPE is available.
    - iii. Unless otherwise noted in the attached document, or in this order, non-essential businesses that are frequented by the public can open provided that social distancing requirements are maintained and they limit the number of individuals (staff and customers) in the building or room. For locations smaller than 10,000 sq. feet, limit to 25% of the lowest occupancy load on the certificate of occupancy of the room or facility (whichever is lower) in which the gathering is occurring. Locations larger than 10,000 sq. feet, limit to 10% of the lowest occupancy load on the certificate of occupancy of the room or facility (whichever is lower) in which the gathering is occurring.
    - iv. Churches, Synagogues, Mosques, and Other Houses of Worship can open provided that social distancing requirements are maintained and they limit the number of individuals (staff and customers) in the building or room. For locations smaller than 10,000 sq. feet, limit to 25% of the lowest occupancy load on the certificate of occupancy of the room or facility (whichever is lower) in which the gathering is occurring. Locations larger than 10,000 sq. feet, limit to 10% of the lowest occupancy load on the certificate of occupancy of the room or facility (whichever is lower) in which the gathering is occurring.
      1. The following categories of businesses, venues, and/or activities shall not re-open during phase 1:
        - I. All public and private schools shall remain closed for in-person activity. This includes summer school learning opportunities.
          1. Remote learning, to-go meals, and all related matters shall be allowed to continue
        - II. Entertainment Venues; including, but not limited to
          1. Community Centers, Concert Venues, Movie Theaters, Museums, Arcades, and Bowling Alleys.
        - III. Mass Sporting Events

- IV. Climbing Equipment/Outdoor Playgrounds, Park Shelters, Contact Sport Courts, and Indoor Recreation Equipment
- V. Adult and Youth Sports' Leagues and Practices
- VI. Gyms and fitness centers may reopen at 12:01 a.m. on May 18th, 2020, but must adhere to the guidance found in the Plan.

- v. Mass gatherings are not permitted. A mass gathering is any gathering of 10 or more individuals in a location where physical interaction is possible, whether spontaneous or scheduled.
- vi. All essential and non-essential businesses that are open to the general public are required to complete and post a Social Distancing Protocol that is easily accessible to the staff and customers.


b) Recommendations


- i. Staying at home remains the safest option.
  - ii. All persons (older than 2) should wear a mask when possible.
  - iii. All persons should practice social distancing and remain six (6) feet apart.
  - iv. Employers should allow for telework for as many workers as possible.
  - v. Employers should provide PPE if possible for workers who engage with the public and/or work in otherwise high-risk environments where social distancing is not feasible.
  - vi. Continued testing to monitor disease prevalence and determine if a spike in new infections is occurring.
  - vii. Possibility that restrictions will need to be re-imposed if there is a large spike in new infections.
4. For information regarding restrictions on specific types of businesses and gatherings, as well as further general guidance for individuals, please refer to the Eastern Jackson County Recovery Plan. In the event there is a real or perceived inconsistency between this document and the aforementioned Recovery Plan, this document shall govern. *See attached.*
5. Polling locations and their staff (paid and volunteer) shall be considered essential businesses and workers. To the maximum extent possible, we recommend that they follow social distancing guidelines promulgated by federal, state, and local health authorities.
6. Pursuant to §192.300 R.S.Mo. and §192.320 R.S.Mo., the Health Director requests that the Sheriff, all chiefs of police, and Park Rangers in the County ensure compliance with and enforcement of this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment, or both.


7. This Order shall be effective at 12:01 a.m. on May 11<sup>th</sup>, 2020, and will continue to be in effect until 11:59 p.m. on May 31, 2020, or until it is extended, rescinded, superseded, or amended in writing by the County Executive, Health Director, and Emergency Management Coordinator.
8. Copies of this Order shall promptly be: (1) made available outside the Jackson County Courthouses at 415 E. 12th St., Kansas City, MO 64106 (Downtown Location) and 308 W. Kansas Ave., Independence, MO 64050 (Independence Location); (2) posted on the Jackson County Health Department website ([www.jacohd.org](http://www.jacohd.org)); and (3) provided to any member of the public requesting a copy of this Order.
9. If any provision of this Order to its application to any person or circumstance is held to be invalid, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

Authenticated as Adopted

This 12th day of May, 2020

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

  
\_\_\_\_\_  
Bridgette Shaffer, MPH  
Director of Health

  
\_\_\_\_\_  
Troy M. Schulte  
County Administrator & Emergency Management  
Coordinator

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**AN ORDINANCE** submitting to the qualified voters of Jackson County, at the general election to be held on Tuesday, November 3, 2020, a question authorizing Jackson County to impose a monthly fee of \$1.00 on each subscriber of any communications service that has been enabled to contact 911, for the purpose of funding 911 service in Jackson County.

**ORDINANCE NO. 5338**, May 18, 2020

**INTRODUCED BY** Jeanie Lauer, County Legislator

WHEREAS, pursuant to sections 190.300 *et seq.*, RSMo, the County has since 1983 imposed an emergency telephone tax on land telephone lines, at a rate based on a percentage of the tariff rate per line set by the Missouri Public Service Commission; and,

WHEREAS, the tax is currently set at the rate of six percent per line; and,

WHEREAS, by Senate Bill 291 (Laws 2019), now codified at section 190.455, RSMo, the Missouri General Assembly has provided a mechanism by which interested entities which impose a land line tax pursuant to sections 190.300 *et seq.*, RSMo, may submit a proposal to the voters by which that tax can be replaced by a monthly fee, not to exceed \$1.00 per line or device, on any line or other communications service that has been enabled to contact the emergency telephone number 911; and,

WHEREAS pursuant to section 190.455, only one fee may be assessed per active telephone number, or its functional equivalent or successor, used to provide a

communications service, and no fee may be imposed on more than one hundred voice-grade channels or their equivalent per person, per location; and,

WHEREAS, it is in the best interests of the health, welfare, and safety of the citizens of Jackson County that they be given the opportunity to determine whether the burden of funding emergency telephone service should continue to be borne only by subscribers of land line telephone service, or should be shared among land line subscribers, cellular telephone users, voice-operated internet protocol (VOIP) telephone users, and subscribers to other 911-capable communications services; now therefore,

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

Section 1. Subject to the approval of the voters of Jackson County, at the general election to be held on November 3, 2020, the imposition of a fee at the rate of one dollar on each subscriber of any communications service that has been enabled to contact 911, is hereby authorized within and for Jackson County, Missouri.

Section 2. Pursuant to the provisions of section 190.455, RSMo Supp. 2019, there is hereby submitted to the qualified voters of Jackson County, Missouri, at the general election to be held on November 3, 2020, a question authorizing the imposition of a fee at the rate of one dollar on each subscriber of any communications service that has been enabled to contact 911.

Section 3. The qualified voters at said election shall vote by ballot and the ballots to be used at said election shall contain the following language:

**JACKSON COUNTY, MISSOURI**

**QUESTION NO. 1**

**GENERAL ELECTION**

**NOVEMBER 3, 2020**

**OFFICIAL BALLOT**

Shall Jackson County, Missouri, impose a monthly fee of \$1.00 (one dollar) on a subscriber of any communications service that has been enabled to contact 911 for the purpose of funding 911 service in the County?

YES

NO

If you are in favor of the question, completely darken the oval beside the word "Yes." If you are opposed to the question, completely darken the oval beside the word "No."

Section 4. This Ordinance shall become effective upon approval of the question submitted by the voters of Jackson County at the general election on November 3, 2020. If a majority of the votes cast on the question by the qualified voters voting thereon are in favor of the question, the fee shall become effective on the first day of the second calendar quarter after the Missouri Director of Revenue receives notification of adoption of the fee.

Section 5. The monthly fee authorized in this Ordinance shall be one dollar and shall be assessed to the subscriber of the communications service, regardless of technology, based upon the number of active telephone numbers, or their functional equivalents or successors, assigned by the provider and capable of simultaneously contacting the public safety answering point; provided that, for multiline telephone systems and for facilities provisioned with capacity greater than a voice-capable grade channel or its equivalent, regardless of technology, the charge shall be assessed on the number of voice-capable grade channels as provisioned by the provider that allow simultaneous contact with the public safety answering point. Only one fee may be assessed per active telephone number, or its functional equivalent or successor, used to provide a communications service. No fee imposed under this Ordinance shall be imposed on more than one hundred voice-grade channels or their equivalent per person per location. The monthly fee shall not be assessed on the provision of broadband internet access service. The fee shall be imposed solely for the purpose of funding 911 service in Jackson County. The monthly fee authorized in this section shall be limited to one fee per device.

Section 6. Upon the initiation of the collection of the fee authorized by this Ordinance, the collection of any tax authorized in Jackson County pursuant to sections 190.300 *et seq.*, RSMo, shall cease.

Section 7. This Ordinance shall be published as required by law.

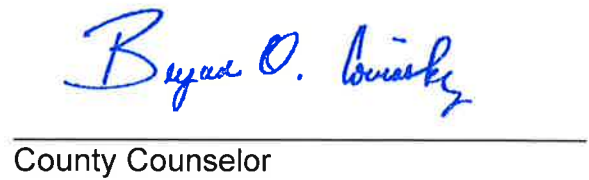


Section 8. The Clerk of the Legislature is hereby authorized and directed to notify the Jackson County Board of Election Commissioners and the Kansas City Board of Election Commissioners of the adoption of this Ordinance no later than August 25, 2020, by 5:00 p.m., and to include in said notification all the terms and provisions required by section 115.125, RSMo.

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. 5338 introduced on May 18, 2020, was duly passed on \_\_\_\_\_, 2020 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. 5338.

\_\_\_\_\_  
Date

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

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

**AN ORDINANCE** appropriating \$1,000,000.00 from the undesignated fund balance of the 2020 CARES Act Fund, recognizing the service and sacrifice of non-profit hospital workers, nursing home workers, and community health center workers who protect the residents of our community during the COVID-19 pandemic, and expressing our gratitude to these healthcare workers for their professional and courageous efforts during this crisis.

**ORDINANCE NO. 5339**, May 18, 2020

**INTRODUCED BY** Ronald E. Finley, County Legislator

WHEREAS, as the COVID-19 virus spread throughout the United States, officials in Missouri, Kansas City, and Jackson County came together to formulate a plan to battle this disease and protect our residents; and,

WHEREAS, throughout this ordeal, our residents have stayed home to slow the spread of the disease while our non-profit hospital workers, nursing home workers, and community health center workers have remained on the front lines, putting themselves in harm's way for our benefit and protection; and,

WHEREAS, these brave non-profit hospital workers, nursing home workers, and community health center workers deserve recognition and support while they are exposed each day to the dangers of this deadly disease and in turn put their own families at risk because of their increased exposure; and,

WHEREAS, Jackson County has received approximately \$122 million in CARES Act funds to be used for the COVID-19 response in our community; and,

WHEREAS, so far some of these funds have been appropriated for the purchase of approximately 30,000 pieces of personal protective equipment (PPE) for some emergency workers, but more is needed; and,

WHEREAS, the Legislature and the Administration have determined to coordinate efforts and combine our purchasing power to procure PPE for all front-line non-profit hospital workers, nursing home workers, and community health center workers working in Kansas City, Missouri, and throughout Eastern Jackson County in the communities of Independence, Lee's Summit, Blue Springs, Raytown, Grandview, Grain Valley, Sugar Creek, Lake Lotawana, Lake Tapawingo, Levasy, Buckner, Sibley, Lone Jack, Oak Grove, Greenwood, Unity Village, River Bend, and in the unincorporated areas of Jackson County; and,

WHEREAS, the Legislature desires to support our non-profit hospital workers, nursing home workers, and community health center workers in Kansas City and Eastern Jackson County by providing any resources needed and authorized by the use of our CARES Act monies through an appropriation; now therefore,

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

| <u>DEPARTMENT/DIVISION</u>                 | <u>CHARACTER/DESCRIPTION</u>        | <u>FROM</u> | <u>TO</u>   |
|--|-------------------------------------|-------------|-------------|
| CARES Act Fund<br>040-9999                 | 32810-<br>Undesignated Fund Balance | \$1,000,000 |             |
| Non-Departmental-<br>CARES Act<br>040-5140 | 57230-<br>Other Operating Supplies  |             | \$1,000,000 |

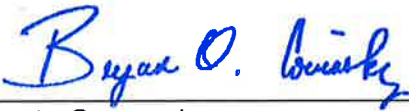
and

BE IT FURTHER ORDAINED that the Legislature hereby recognizes the courageous efforts of our community hospital workers, nursing home workers and community health center workers and urges the Administration to use CARES Act funds for the benefit and protection of these hospital workers, nursing home workers and community health center workers in the cities and towns through Jackson County.

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached ordinance, Ordinance No. 5339 of May 18, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 5339.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 040 9999 32810  
ACCOUNT TITLE: CARES Act Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$1,000,000

5-14-2020  
Date

  
Chief Administrative Officer



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

**AN ORDINANCE** appropriating \$1,500,000.00 from the undesignated fund balance of the 2020 CARES Act Fund to allow the Jackson County Health Department to hire personnel, lease office space, and acquire equipment necessary for contact tracing and investigation in connection with the fight against the ongoing Coronavirus/COVID-19 pandemic.

**ORDINANCE NO. 5340**, May 18, 2020

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, U.S. President Donald J. Trump, Missouri Governor Mike Parson, and County Executive Frank White, Jr., have all declared, in one form or another, the ongoing Coronavirus/COVID-19 pandemic to be a public health emergency; and,

WHEREAS, on March 22, 2020, the County Executive issued an order closing all non-essential businesses in Jackson County, outside the City of Kansas City, which has been extended until May 15, 2020; and,

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

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



WHEREAS, with the funding provided by this appropriation, the Jackson County Health Department will hire up to fifty-two persons to conduct contact tracing and investigations until December 30, 2020; and,

WHEREAS, the attached Exhibit A outlines the Health Department's preliminary budget for this program, including additional equipment, software, and office rental costs necessary for the work of investigative staff; and,

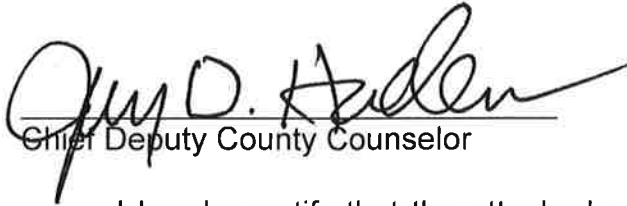
WHEREAS, any shortfall in budgeted funds may be partially made up for by the Health Department via use of remaining funds previously appropriated pursuant to Ordinance 5326, dated April 16, 2020; now therefore,

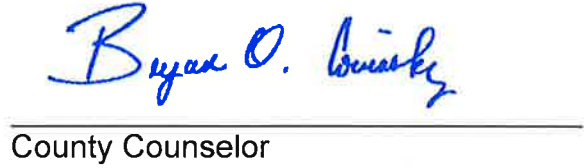
BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made:

| <u>DEPARTMENT/DIVISION</u>                      | <u>CHARACTER/DESCRIPTION</u>         | <u>FROM</u> | <u>TO</u>   |
|---|--------------------------------------|-------------|-------------|
| CARES Act Fund<br>040-9999                      | 32810-<br>Undesignated Fund Balance  | \$1,500,000 |             |
| Jackson County<br>Health Department<br>040-2603 | 56790-<br>Other Contractual Services |             | \$1,500,000 |

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

APPROVED AS TO FORM:

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

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

I hereby certify that the attached ordinance, Ordinance No. 5340 introduced on May 18, 2020, was duly passed on \_\_\_\_\_, 2020 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. 5340.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 040 9999 32810  
ACCOUNT TITLE: CARES Act Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$1,500,000.00

5-14-2020  
\_\_\_\_\_  
Date

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

TOTAL NEW FUNDING REQUEST FROM JACOHD \$ 5,000,000.84

**Staffing Needs:**

|   | # Needed | Avg Hourly Wage | Hours | Salary          | Benefits      | Total Compensation |                             |
|---|----------|-----------------|-------|-----------------|---------------|--------------------|-----------------------------|
| Disease Investigator                              | 38       |                 | 1440  | \$ 1,969,920.00 | \$ 472,780.80 | \$ 2,442,700.80    | **10 per 100,000 population |
| Data Entry  | 2        | 14              | 1440  | \$ 40,320.00    | \$ 9,676.80   | \$ 49,996.80       |                             |
| Data Analyst                                      | 1        | 27              | 1440  | \$ 38,880.00    | \$ 9,331.20   | \$ 48,211.20       |                             |
| Community Health Worker (Recovery Programs)       | 2        | 20              | 2080  | \$ 83,200.00    | \$ 19,968.00  | \$ 103,168.00      |                             |
| Care Manager (Recovery Programs)                  | 1        | 36              | 2080  | \$ 74,880.00    | \$ 17,971.20  | \$ 92,851.20       |                             |
| Grant Writer (Recovery Programs)                  | 1        | 30              | 2080  | \$ 62,400.00    | \$ 14,976.00  | \$ 77,376.00       |                             |
| Hotline Operator                                  | 1        | 16              | 1440  | \$ 23,040.00    | \$ 5,529.60   | \$ 28,569.60       |                             |
| Emergency Response Planner (Logistics & Planning) | 2        | 26.5            | 1440  | \$ 76,320.00    | \$ 18,316.80  | \$ 94,636.80       |                             |
| RNs (Testing Team)                                | 4        | 36              | 1440  | \$ 207,360.00   | \$ 49,766.40  | \$ 257,126.40      |                             |
|   | 52       |                 |       | \$ 2,576,320.00 | \$ 618,316.80 | \$ 3,194,636.80    |                             |

**Other Resource Needs:**

|   |       |  |  |              |  |  |  |
|---|-------|--|--|--------------|--|--|--|
| Technology Support                                      |       |  |  |              |  |  |  |
| Laptops   | 52    |  |  | \$ 64,324.00 |  |  |  |
| Laptop service agreement                                | 52    |  |  | \$ 3,307.00  |  |  |  |
| Printer/Scanner/Fax Machine                             | 2     |  |  | \$ 2,000.00  |  |  |  |
| Phones (\$155/phone)                                    | 52    |  |  | \$ 8,060.00  |  |  |  |
| Wireless Headsets (\$250/headset)                       | 42    |  |  | \$ 10,500.00 |  |  |  |
| Monitors  | 100   |  |  | \$ 13,500.00 |  |  |  |
| Docking Stations  | 52    |  |  | \$ 10,868.00 |  |  |  |
| PPE for general staff                                   |       |  |  |              |  |  |  |
| blue cone masks (1 box/week)                            | 36    |  |  | \$ 150.00    |  |  | **1 mask/week/associate (36 weeks)               |
| N95 masks for high risk staff (1 box/week)              | 36    |  |  | \$ 925.00    |  |  |  |
| Hand sanitizer (4 bottles/week)                         |       |  |  |              |  |  |  |
| Purple top wipes (6 containers/week)                    | 216   |  |  | \$ 950.00    |  |  |  |
| PPE to resume clinic operations (STD clinic, Imms)      |       |  |  |              |  |  |  |
| blue cone masks (22 box/week)                           | 792   |  |  | \$ 3,128.40  |  |  |  |
| gloves (9 box/week)                                     | 324   |  |  | \$ 2,041.20  |  |  |  |
| Purple top wipes (17 containers/week)                   | 612   |  |  | \$ 2,698.92  |  |  |  |
| face shields (1 box/month)                              | 8     |  |  |              |  |  |  |
| PPE for testing   |       |  |  |              |  |  |  |
| face shields (5 units)                                  | 5     |  |  |              |  |  | **250 tests/week thru 2020 (36 weeks)            |
| N95 masks (1 box/week)                                  | 36    |  |  | \$ 902.52    |  |  |  |
| gloves (3 boxes/week)                                   | 108   |  |  | \$ 680.40    |  |  |  |
| gowns (5 pack/week)                                     | 18    |  |  |              |  |  |  |
| hand sanitizer (3 bottles/week)                         | 108   |  |  |              |  |  |  |
| purple top wipes (1 container/week)                     | 36    |  |  |              |  |  | 158.76   |
| purple top wipes (swabs, transport media) (\$20/sample) | 9,000 |  |  |              |  |  | 180,000.00 **250 tests/week thru 2020 (36 weeks) |
| Testing lab fees (\$69/test)                            | 9,000 |  |  |              |  |  | 621,000.00 **250 tests/week thru 2020 (36 weeks) |
| Miscellaneous equipment                                 |       |  |  |              |  |  | 52,500.00  |
| Infrastructure Support                                  |       |  |  |              |  |  |  |
| TS- Facility improvements & Office furnishings          |       |  |  |              |  |  | 250,000.00                                       |
| Add Data Drops  |       |  |  |              |  |  | 15,000.00  |
| Software Licenses for Phones                            |       |  |  |              |  |  | 10,000.00  |
| Office chairs for staff                                 |       |  |  |              |  |  | 25,000.00  |
|   |       |  |  |              |  |  | 1,277,694.20                                     |

**Committed Expenses To Date:**

|                                 |   |  |      |              |              |              |  |
|---------------------------------|---|--|------|--------------|--------------|--------------|--|
| Added Epidemiology Specialist   | 1 |  | 2080 | \$ 58,000.00 | \$ 13,920.00 | \$ 71,920.00 |  |
| Added Communications Specialist | 1 |  | 2080 | \$ 50,000.00 | \$ 12,000.00 | \$ 62,000.00 |  |

|   |   |    |            |
|---|---|----|------------|
| Maven COVID-19 Module (through 2020)                              | 2 |    | 388,142.00 |
| LED Monitor   | 1 | \$ | 348.00     |
| Apple Computer for Comm. Specialist                               | 1 | \$ | 2,650.99   |
| Docking Station   | 1 | \$ | 112.00     |
| Apple Care for MacBook Pro  | 1 | \$ | 349.00     |
| Self Isolate Facebook Ad  |   | \$ | 250.00     |
| Acrobat Pro 217 software license                                  |   | \$ | 471.00     |
| PAPR filter pack of 5   |   | \$ | 209.45     |
| Mask Surgical-Respirator 3M Blue                                  |   | \$ | 300.84     |
| Headcover Respirator 3M Versaflo Med White                        |   | \$ | 163.06     |
| Mailchimp Subscription for COVID-19 Newsletter                    |   | \$ | 180.00     |
| COVID-19 Stop the Spread of Germs Wall Clings                     |   | \$ | 125.00     |
| Plexiglass installed for front desk/cashier at clinic and trailer |   | \$ | 299.00     |
| Interpreter service for COVID press conference                    |   | \$ | 129.00     |
| Non-Compliance Letters - mailed certified                         |   | \$ | 20.50      |
|   |   | \$ | 527,669.84 |

Total: \$ 5,000,000.84

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 5340

Sponsor(s): Theresa Cass Galvin

Date: May 18, 2020

|  |  |   |   |             |  |     |  |             |  |             |  |                          |  |                        |
|--|--|---|---|-------------|--|-----|--|-------------|--|-------------|--|--------------------------|--|------------------------|
| SUBJECT  | Action Requested<br><input type="checkbox"/> Resolution<br><input checked="" type="checkbox"/> Ordinance<br>Project/Title: An ordinance estimating and appropriating \$1,500,000 in the CARES Act fund for contact tracing and investigations and modifying the use of previously allocated funds for the Jackson County Health Department for the purpose of COVID-19 response  |   |   |             |  |     |  |             |  |             |  |                          |  |                        |
| BUDGET INFORMATION<br><i>To be completed By Requesting Department and Finance</i>  | <table border="1" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$1,500,000</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$1,500,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$1,500,000</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:<br/>FROM:<br/>040-9999-32810 CARES Act Fund, Undesignated Fund Balance</td> <td style="text-align: right; vertical-align: top;">FROM ACCT<br/>\$1,500,000</td> </tr> <tr> <td>TO:<br/><b>CARES Act Fund</b><br/>040-2603-56790 Jackson County Health Dept – Other Contractual Services</td> <td style="text-align: right; vertical-align: top;">TO ACCT<br/>\$1,500,000</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION:<br><input type="checkbox"/> No budget impact (no fiscal note required)<br><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br>Department: _____ Estimated Use: _____<br><br>Prior Year Budget (if applicable): _____<br>Prior Year Actual Amount Spent (if applicable): _____ |   | Amount authorized by this legislation this fiscal year: | \$1,500,000 | Amount previously authorized this fiscal year: | \$0 | Total amount authorized after this legislative action: | \$1,500,000 | Amount budgeted for this item * (including transfers): | \$1,500,000 | Source of funding (name of fund) and account code number:<br>FROM:<br>040-9999-32810 CARES Act Fund, Undesignated Fund Balance | FROM ACCT<br>\$1,500,000 | TO:<br><b>CARES Act Fund</b><br>040-2603-56790 Jackson County Health Dept – Other Contractual Services | TO ACCT<br>\$1,500,000 |
| Amount authorized by this legislation this fiscal year:  | \$1,500,000  |   |   |             |  |     |  |             |  |             |  |                          |  |                        |
| Amount previously authorized this fiscal year:   | \$0  |   |   |             |  |     |  |             |  |             |  |                          |  |                        |
| Total amount authorized after this legislative action:   | \$1,500,000  |   |   |             |  |     |  |             |  |             |  |                          |  |                        |
| Amount budgeted for this item * (including transfers):   | \$1,500,000  |   |   |             |  |     |  |             |  |             |  |                          |  |                        |
| Source of funding (name of fund) and account code number:<br>FROM:<br>040-9999-32810 CARES Act Fund, Undesignated Fund Balance | FROM ACCT<br>\$1,500,000   |   |   |             |  |     |  |             |  |             |  |                          |  |                        |
| TO:<br><b>CARES Act Fund</b><br>040-2603-56790 Jackson County Health Dept – Other Contractual Services                         | TO ACCT<br>\$1,500,000   |   |   |             |  |     |  |             |  |             |  |                          |  |                        |
| PRIOR LEGISLATION  | Prior ordinances and (date): 5326, 4/6/2020<br>Prior resolutions and (date): _____   |   |   |             |  |     |  |             |  |             |  |                          |  |                        |
| CONTACT INFORMATION  | RLA drafted by Troy Schulte, County Administrator at 881-1079  |   |   |             |  |     |  |             |  |             |  |                          |  |                        |
| REQUEST SUMMARY  | This ordinance appropriates \$1.5 million from the CARES Act Fund for use for various purposes by the Jackson County Health Department for the COVID-19 response. This appropriation will be used to hire up to 52 persons to conduct contact tracing and investigations until mass vaccinations occur for up to 1 year. Additional equipment costs necessary for the investigative staff to do their work will use funds previously appropriated to the Jackson County Health Department for emergency housing needs via Ordinance #5326  |   |   |             |  |     |  |             |  |             |  |                          |  |                        |
| CLEARANCE  | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A<br><input type="checkbox"/> Business License Verified (Purchasing & Department)<br><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)   |   |   |             |  |     |  |             |  |             |  |                          |  |                        |
| COMPLIANCE   | <input type="checkbox"/> MBE Goals<br><input type="checkbox"/> WBE Goals<br><input type="checkbox"/> VBE Goals   |   |   |             |  |     |  |             |  |             |  |                          |  |                        |
| ATTACHMENTS  |  |   |   |             |  |     |  |             |  |             |  |                          |  |                        |
| REVIEW   | Department Director: <i>County Administrator Troy Schulte by T. Lang</i>   | Date: 5-14-2020                                   |   |             |  |     |  |             |  |             |  |                          |  |                        |
|  | Finance (Budget Approval):<br><i>If applicable</i>   | APPROVED<br>By Mark Lang at 9:40 am, May 14, 2020 |   |             |  |     |  |             |  |             |  |                          |  |                        |
|  | Division Manager: <i>County Administrator Troy Schulte by T. Lang</i>  | Date: 5-14-2020                                   |   |             |  |     |  |             |  |             |  |                          |  |                        |
|  | County Counselor's Office: <i>Deyan O. Povich</i>  | Date: 5/14/20                                     |   |             |  |     |  |             |  |             |  |                          |  |                        |

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 and transfer are available from the source indicated below.

| Account Number: | Account Title:                               | Amount Not to Exceed: |
|-----------------|--|-----------------------|
| 040-9999-32810  | CARES Act Fund, Undesignated<br>Fund Balance | \$1,500,000           |

- 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** awarding a contract for the replacement of roofs on park structures for use by the Parks + Rec Department to Construction Management Services of Olathe, KS, under the terms and conditions of Invitation to Bid No. 5-20, at an actual cost to the County not to exceed \$137,332.01.

**RESOLUTION NO. 20427**, May 18, 2020

**INTRODUCED BY** Tony Miller, County Legislator

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

WHEREAS, the Purchasing Director has solicited formal written bids on Bid No. 5-20 for the replacement of roofs on park structures within the Parks + Rec Department; and,

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

| <b><u>VENDOR</u></b>                           | <b><u>BID</u></b> |
|--|-------------------|
| Construction Management Services<br>Olathe, KS | \$129,032.01      |
| Compass Roofing<br>Parkville, MO               | \$213,919.60      |
| Cedaridge Roof<br>Greenwood, MO                | \$228,901.10      |

and,



WHEREAS, pursuant to section 1054. of the Jackson County Code, the Director of Finance and Purchasing recommends the award of the contract for roof replacement to Construction Management Services of Olathe, KS, for the reason that it has submitted the lowest and best bid; and,

WHEREAS, the Director of Parks + Rec requests that the contract include \$8,300.00 for contingency allowance, in the event unforeseen circumstances or the need for additional work should arise; now therefore,

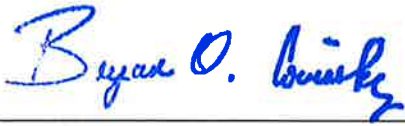
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

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

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20427 of May 18, 2020 was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 003 1608 58020  
ACCOUNT TITLE: Park Fund  
Capital Projects  
Buildings & Improvements  
NOT TO EXCEED: \$137,333.00

5-14-2020  
\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~No.: 20427

Sponsor(s): Tony Miller

Date: May 18, 2020

|   |   |   |              |  |              |  |              |  |              |   |              |
|---|---|---|--------------|--|--------------|--|--------------|--|--------------|---|--------------|
| <p><b>SUBJECT</b></p>   | <p>Action Requested<br/> <input checked="" type="checkbox"/> Resolution<br/> <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Contract for the Re-Roofing of Park Structures for the Parks + Rec Department to Construction Management Services of Olathe, Kansas under the terms and conditions of Invitation to Bid No. 5-20</u></p>  |   |              |  |              |  |              |  |              |   |              |
| <p><b>BUDGET INFORMATION</b><br/> <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>\$137,332.01</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>\$137,332.01</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$137,332.01</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 003-1608-58020<br/>Park Fund, Capital Projects, Buildings and Improvements</td> <td>\$137,332.01</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/>         Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____<br/>         Prior Year Actual Amount Spent (if applicable): _____</p>        | Amount authorized by this legislation this fiscal year: | \$137,332.01 | Amount previously authorized this fiscal year: |              | Total amount authorized after this legislative action: | \$137,332.01 | Amount budgeted for this item * (including transfers): | \$137,332.01 | Source of funding (name of fund) and account code number: 003-1608-58020<br>Park Fund, Capital Projects, Buildings and Improvements | \$137,332.01 |
| Amount authorized by this legislation this fiscal year:   | \$137,332.01  |   |              |  |              |  |              |  |              |   |              |
| Amount previously authorized this fiscal year:  |   |   |              |  |              |  |              |  |              |   |              |
| Total amount authorized after this legislative action:  | \$137,332.01  |   |              |  |              |  |              |  |              |   |              |
| Amount budgeted for this item * (including transfers):  | \$137,332.01  |   |              |  |              |  |              |  |              |   |              |
| Source of funding (name of fund) and account code number: 003-1608-58020<br>Park Fund, Capital Projects, Buildings and Improvements | \$137,332.01  |   |              |  |              |  |              |  |              |   |              |
| <p><b>PRIOR LEGISLATION</b></p>   | <p>Prior ordinances and (date): _____<br/>         Prior resolutions and (date): _____</p>  |   |              |  |              |  |              |  |              |   |              |
| <p><b>CONTACT INFORMATION</b></p>   | <p>RLA drafted by (name, title, &amp; phone): <u>Barbara Casamento, Purchasing Administrator, 881-3253</u></p>  |   |              |  |              |  |              |  |              |   |              |
| <p><b>REQUEST SUMMARY</b></p>   | <p>The Parks + Rec Department requires Re-Roofing of several of their structures. The Purchasing Department issued Invitation to Bid No. 5-20 to meet those requirements.</p> <p>Ninety-two notifications were distributed and three responses were received and evaluated as follows:</p> <table> <tr> <td>Construction Management Services, Olathe, KS</td> <td>\$129,032.01</td> </tr> <tr> <td>Compass Roofing, Parkville, MO</td> <td>\$213,919.60</td> </tr> <tr> <td>Cedarridge Roof, Greenwood, MO</td> <td>\$228,901.10</td> </tr> </table> <p>The above pricing is for Items 01 – 06, 10 and 11 on the bid.</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department and the Director of Parks + Rec Department recommend the award of a contract for Re-Roofing of Park Structures to Construction Management Services of Olathe, Kansas as the lowest and best bid received. The Parks + Rec Department requests to spend an additional \$8,300 based on the Unit Pricing bid for any unforeseen, additional work that may need to be done. Total amount authorized would be \$137,332.01.</p> | Construction Management Services, Olathe, KS            | \$129,032.01 | Compass Roofing, Parkville, MO                 | \$213,919.60 | Cedarridge Roof, Greenwood, MO                         | \$228,901.10 |  |              |   |              |
| Construction Management Services, Olathe, KS  | \$129,032.01  |   |              |  |              |  |              |  |              |   |              |
| Compass Roofing, Parkville, MO  | \$213,919.60  |   |              |  |              |  |              |  |              |   |              |
| Cedarridge Roof, Greenwood, MO  | \$228,901.10  |   |              |  |              |  |              |  |              |   |              |
| <p><b>CLEARANCE</b></p>   | <p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A<br/> <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A<br/> <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>  |   |              |  |              |  |              |  |              |   |              |
| <p><b>COMPLIANCE</b></p>  | <p><input checked="" type="checkbox"/> MBE Goals 9.5%<br/> <input checked="" type="checkbox"/> WBE Goals 11.7% Recommended Bidder will meet MBE and WBE Goals, Compliance Review has approved the Contractor's Utilization Plan<br/> <input type="checkbox"/> VBE Goals</p>   |   |              |  |              |  |              |  |              |   |              |



|             |   |   |
|-------------|---|---|
| ATTACHMENTS | The Abstract of Bids Received, a Recommendation Memorandum from Bruce Wilke of the Parks + Rec Department and the pertinent pages of Construction Management Services bid documents |   |
| REVIEW      | Department Director: <i>[Signature]</i>   | Date: 4/27/20                                     |
|             | Finance (Budget Approval):<br><i>If applicable</i>  | APPROVED<br>By Mark Lang at 3:45 pm, May 12, 2020 |
|             | Division Manager: <i>Troy M. Schultz</i>  | Date: 5-13-2020                                   |
|             | County Counselor's Office: <i>Bryan O. Conisky</i>  | Date: 5/14/20                                     |

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.



ABSTRACT OF BIDS

| Invitation to Bid No. 5-20<br>Roofing for Parks<br>Opens: 2:00 PM, CST on 3/10/20 |   | DESCRIPTION |  | UNIT | QTY | Construction Management Gardner KS | Cedaridge Roofing Greenwood MO | Compass Roofing       | AMOUNT | AMOUNT | AMOUNT |
|---|---|-------------|--|------|-----|------------------------------------|--------------------------------|-----------------------|--------|--------|--------|
| NO  |   |             |  |      |     | AMOUNT                             | AMOUNT                         | AMOUNT                |        |        |        |
| 1   | Blue Springs Campground West Restroom     |             |  |      |     | 4,234. <sup>99</sup>               | 1,995. <sup>00</sup>           | 10,111. <sup>00</sup> |        |        |        |
| 2   | Blue Springs Campground - Shower Building |             |  |      |     | 12,688. <sup>77</sup>              | 10,668. <sup>00</sup>          | 19,134. <sup>60</sup> |        |        |        |
| 3   | Missouri Town Blacksmith Cabin            |             |  |      |     | 7,686. <sup>65</sup>               | 36,223. <sup>00</sup>          | 17,332. <sup>00</sup> |        |        |        |
| 4   | Missouri Town Restroom                    |             |  |      |     | 14,184. <sup>32</sup>              | 20,871. <sup>00</sup>          | 28,710. <sup>00</sup> |        |        |        |
| 5   | Missouri Town Colonel's House             |             |  |      |     | 32,580. <sup>47</sup>              | 68,683. <sup>00</sup>          | 44,356. <sup>00</sup> |        |        |        |
| 6   | Fred Arbanas Golf Course Clubhouse        |             |  |      |     | 37,334. <sup>39</sup>              | 68,948. <sup>00</sup>          | 56,294. <sup>00</sup> |        |        |        |
| 7   | Longview Lake Restroom #7                 |             |  |      |     | 4,180. <sup>37</sup>               | 7,445. <sup>00</sup>           | 13,860. <sup>00</sup> |        |        |        |
| 8   | Longview Lake Restroom #9                 |             |  |      |     | 4,180. <sup>37</sup>               | 4,445. <sup>00</sup>           | 13,325. <sup>00</sup> |        |        |        |
| 9   | Longview Lake Mouse Creek Restroom        |             |  |      |     | 4,180. <sup>37</sup>               | 4,445. <sup>00</sup>           | 13,346. <sup>00</sup> |        |        |        |
| 10  | Lake Jacomo Shelter #8                    |             |  |      |     | 10,160. <sup>93</sup>              | 10,759. <sup>00</sup>          | 18,491. <sup>00</sup> |        |        |        |
| 11  | Lake Jacomo Shelter #2                    |             |  |      |     | 10,160. <sup>93</sup>              | 10,759. <sup>00</sup>          | 18,491. <sup>00</sup> |        |        |        |
|   | ed Lake Jacomo Restroom #2                |             |  |      |     | 5,849. <sup>91</sup>               | 4,953. <sup>00</sup>           | 15,141. <sup>00</sup> |        |        |        |

CERTIFICATION OF BID OPENING  
BIDS WERE PUBLICLY  
OPENED AND RECORDED

ON: March 10, 2020 BY

Chedi A. Rowland

CLERK OF THE LEGISLATURE

Barbara J. Jayamnik

PURCHASING



**JACKSON COUNTY  
Parks & Rec**

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

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

**To:** Barbara Casamento  
**From:** Bruce Wilke *Bruce*  
**cc:** Brian Nowotny  
Dianne Kimzey  
**Date:** March 16, 2020  
**Re:** Bid No. 5-20  
Roofing Replacement

Barbara,  
After reviewing the bid tabulation, we recommend award of the bid to the apparent low bidder, Construction Management Services of Olathe.

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

| <u>Bid Item</u>                                  | <u>Total Bid Amount</u>                      |
|--|--|
| • Group "A";<br>Items #1 thru #5                 | \$ 71,375.68                                 |
| • Group "B"<br>Items 6;<br>Item #10;<br>Item #11 | \$ 37,334.47<br>\$ 10,160.93<br>\$ 10,160.93 |
| Unit Pricing Contingency                         | \$ 8,300.00                                  |
| <b>Total Award</b>                               | <b>\$ 137,332.01</b>                         |

We also wish to accept all Unit Pricing quoted. We request the Parks Director be authorized to spend up to an additional **\$8,300.00**, based on the Unit Pricing, to perform any additional work necessary due to unforeseen conditions encountered during construction. Funding for this project, (**\$ 137,332.01**), is in our 2020 operating budget in account 003-1608-58020 Building and Improvements.



*Frank White, Jr., County Executive*

QUOTATION FORM FOR ITB 5-20

**Re-Roofing Of Park Structures**

It is the intention of the County to award all GROUP "A" Base Bid Items #1 through #5. The amount of work awarded in GROUP "B", Items #6 through #10, will be determined by the remaining budget available. Unit prices will be used for any additional or unforeseen circumstances in awarded jobs.

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

GROUP "A" Base Bid Facilities:

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

**ITEM #1: Blue Springs Campground – West Restroom;** 5400 NE Campground Road Lee's Summit, Mo. 64064

The Undersigned Bidder Hereby proposes to perform all work as indicated in the Plans and Specifications for the

LUMP SUM CONTRACT PRICE OF four thousand, two hundred, thirty-four dollars and ninety-nine cents Dollars, (\$ 4,234.99 ).

**ITEM #2: Blue Springs Campground – Shower Bldg.;** 5400 NE Campground Road Lee's Summit, Mo. 64064

The Undersigned Bidder Hereby proposes to perform all work as indicated in the Plans and Specifications for the

LUMP SUM CONTRACT PRICE OF twelve thousand, six hundred, eighty-eight dollars and seventy-seven cents Dollars, (\$ 12,688.77 ).

**ITEM #3: Missouri Town Blacksmith Cabin;** 8010 East Park Road, Lee's Summit, Mo. 64081

The Undersigned Bidder Hereby proposes to perform all work as indicated in the Plans and Specifications for the

LUMP SUM CONTRACT PRICE OF seven thousand, six hundred, eighty-six dollars and ninety-five cents Dollars, (\$ 7,686.95 ).



**Item #4 Missouri Town Restroom**

8010 East Park Road, Lee's Summit, Mo. 64081

The Undersigned Bidder Hereby proposes to perform all work as indicated in the Plans and Specifications for the

LUMP SUM CONTRACT PRICE OF fourteen thousand, one hundred, eighty-four dollars and sixty-five cents, Dollars, (\$ 14,184.45 ).**Item #5 Missouri Town Colonel's House**

8010 East Park Road, Lee's Summit, Mo. 64081

The Undersigned Bidder Hereby proposes to perform all work as indicated in the Plans and Specifications for the

LUMP SUM CONTRACT PRICE OF thirty-two thousand, five hundred, eighty dollars and thirty-two cents, Dollars, (\$ 32,580.32 ).**GROUP "B" Alternate Bid Facilities:**

The amount of work awarded in GROUP "B" Items 6 through 10 will be determined by the remaining budget available. Unit prices will be used for any additional or unforeseen circumstances in awarded jobs.

THE UNDERSIGNED BIDDER hereby acknowledges that the Owner, solely at it's discretion, may determine the number of buildings to be re-roofed using the following unit price per structure:**Item #6 Fred Arbanas Golf Course Clubhouse:**

11100 View High Drive Kansas City, Mo.

64134

The Undersigned Bidder Hereby proposes to perform all work as indicated in the Plans and Specifications for the

LUMP SUM CONTRACT PRICE OF thirty-seven thousand, three hundred, thirty-four dollars and forty-seven cents, Dollars, (\$ 37,334.47 ).**ITEM #7: Longview Lake Restroom #7**

near 12600 Old Raytown Rd., Kansas City, Mo.

64149

The Undersigned Bidder Hereby proposes to perform all work as indicated in the Plans and Specifications for the

LUMP SUM CONTRACT PRICE OF four thousand, one hundred, eighty dollars and thirty-nine cents. Dollars, (\$ 4,180.39 ).

**ITEM #8: Longview Lake #9 Restroom: Longview Lake; near High Grove Rd. & Raytown Rd.**

The Undersigned Bidder Hereby proposes to perform all work as indicated in the Plans and Specifications for the

LUMP SUM CONTRACT PRICE OF four thousand, one hundred, eighty dollars and thirty-nine cents. Dollars, (\$ 4,180.39 ).

**ITEM #9: Longview Lake - Mouse Creek Restroom: 12800 Old Raytown Road Kansas City, Mo. 64149**

The Undersigned Bidder Hereby proposes to perform all work as indicated in the Plans and Specifications for the

LUMP SUM CONTRACT PRICE OF four thousand, one hundred, eighty dollars and thirty-nine cents Dollars, (\$ 4,180.39 ).

**ITEM #10: Lake Jacomo Shelter #8 West Park Road, Lee's Summit, Mo. 64064**

The Undersigned Bidder Hereby proposes to perform all work as indicated in the Plans and Specifications for the

LUMP SUM CONTRACT PRICE OF ten thousand, one hundred sixty dollars and ninety-three cents. Dollars, (\$ 10,160.93 ).

**ITEM #11: Lake Jacomo Shelter #2 22301 Woods Chapel Road Blue Springs, Mo. 64015**

The Undersigned Bidder Hereby proposes to perform all work as indicated in the Plans and Specifications for the

LUMP SUM CONTRACT PRICE OF ten thousand, one hundred, sixty dollars and ninety-three cents. Dollars, (\$ 10,160.93 ).

ITEM #11: Lake Jacomo Shelter #2 Restroom 22301 Woods Chapel Road Blue Springs, Mo. 64015

The Undersigned Bidder Hereby proposes to perform all work as indicated in the Plans and Specifications for the

LUMP SUM CONTRACT PRICE OF five thousand, eight hundred, forty-nine dollars and ninety-one cents Dollars, (\$ 5,849.91).

UNIT PRICE SCHEDULE

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

| Unit Price Schedule: |      |           |
|----------------------|------|-----------|
| Line Item            | Unit | Cost/Unit |

|  |    |                    |
|--|----|--------------------|
| 1. Wood sheathing tear-off and replacement | SF | \$ <u>4.25 SF</u>  |
| 2. Wood fascia tear-off and replacement    | LF | \$ <u>15.00 LF</u> |

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

  
 \_\_\_\_\_  
 Signature of Bidder

Michael Brock, President  
 Name and Title (Typed)

Construction Management Services, Inc.  
Company Name (Typed)

920 E. Warren  
Company Address (Typed)

Gardner, KS 66030  
Company City, State, and Zip (Typed)

913-712-8440  
Phone No (Typed)

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

**A RESOLUTION** requesting the County Administration and Health Department to report to the Legislature on a regular basis on certain topics relating to the ongoing Coronavirus/COVID-19 pandemic.

**RESOLUTION NO. 20428**, May 18, 2020

**INTRODUCED BY** Ronald E. Finley, County Legislator

WHEREAS, as part of the Legislature's key oversight role, as described in Resolution 20414, dated April 20, 2020, the Legislature believes it is critical that the County Administration report to the Legislature on a regular basis on certain important topics relating to the ongoing Coronavirus/COVID-19 pandemic; and,

WHEREAS, among these important topics are the following:

1. The weekly plan for future Jackson County testing sites and locations, and at what intervals;
2. The weekly statistics on total number of people tested at each Jackson County site;
3. The weekly statistics on total number of positive and negative Jackson County test results;
4. The weekly statistics on total number of COVID-19 cases in Jackson County and surrounding counties;
5. The weekly statistics on total number of COVID-19 deaths in Jackson County and surrounding counties;
6. An ongoing identification of hot spots, if any, in Jackson County;

7. The progress on communications seeking unified testing and treatment policies between cities and Jackson County;
8. The number of test kits available and plans for procurement;
9. The weekly statistics on hospital admissions and levels in the general population.
10. The status of testing results in the Jackson County Detention Center and area nursing homes; and
11. Statistics on personal protective equipment (PPE), test supplies available, and plans for distribution;


now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby requests that the County Administration and Health Department report to the Legislature on a regular basis on the topics relating to the ongoing Coronavirus/COVID-19 pandemic as set out in this Resolution.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20428 of May 18, 2020, was duly passed on \_\_\_\_\_, 2020 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 twelve-month extensions to the leases for the planting and harvesting of hay and crops on County park land with L.E. Montgomery of Lone Jack, MO, and Robert Hertzog of Greenwood, MO, under the terms and conditions of Invitation to Bid No. 17-12.

**RESOLUTION NO. 20429**, May 18, 2020

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Director of Finance and Purchasing solicited formal written bids on Invitation to Bid No. 17-12 for the lease of County park land for the planting and harvesting of hay and crops; and,

WHEREAS, by Resolution 17860, dated April 16, 2012, the Jackson County Legislature awarded eight-year hay/crop harvesting leases to Lance Gabriel of Grain Valley, MO, L.E. Montgomery of Lone Jack, MO, Joseph Hand of Holden, MO, and Robert Hertzog of Greenwood, MO, for various lands within the Parks + Rec Department;

WHEREAS, Lance Gabriel of Grain Valley, MO, did not proceed with his lease and the Legislature re-awarded that lease to Joseph Hand by Resolution 17890, dated June 20, 2012; and,

WHEREAS, the current hay/crop leases are expiring; and,

WHEREAS, the Director of Parks + Rec recommends extending the leases with L.E.



Montgomery of Lone Jack, MO, and Robert Hertzog of Greenwood, MO, for a period of twelve months; and,

WHEREAS, hay/crop harvesting for all areas will be rebid in 2021; and,

WHEREAS, the recommended extension would result in the receipt of the following lease payments:

| <u>LOCATION</u>             | <u>LESSEE</u>                    | <u>ANNUAL PAYMENT</u> |
|-----------------------------|----------------------------------|-----------------------|
| Monkey Mountain Park, Crops | L.E. Montgomery<br>Lone Jack, MO | \$7,206.00            |
| Blue & Gray Park, Crops     | Robert Hertzog<br>Greenwood, MO  | \$29,480.00           |


now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the lease extensions be made as recommended by the Director of Finance and Purchasing and Director of Parks + Rec, and that the Director of Finance and Purchasing be and hereby is authorized to execute for the County any documents necessary to the accomplishment of the extensions.

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. 20429 of May 18, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

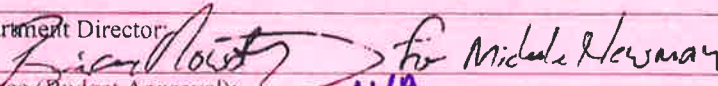
Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:  
 Res/Ord No.: 20429  
 Sponsor(s): Tony Miller  
 Date: May 18, 2020

|   |   |   |  |  |  |  |  |  |  |   |  |
|---|---|---|--|--|--|--|--|--|--|---|--|
| SUBJECT   | Action Requested<br><input checked="" type="checkbox"/> Resolution<br><input type="checkbox"/> Ordinance<br><br>Project/Title: <u>Extending the Award for Twelve Months on the Hay/Crop Agreements for the Parks + Rec Department to LE Montgomery (Rob Montgomery) of Lone Jack, Missouri and Robert Hertzog of Greenwood, Missouri under the terms and conditions of Invitation to Bid No. 17-12</u>  |   |  |  |  |  |  |  |  |   |  |
| BUDGET INFORMATION<br><i>To be completed By Requesting Department and Finance</i> | <table border="1" style="width: 100%;"> <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> OTHER FINANCIAL INFORMATION:<br><br><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <b>VENDOR PAYS COUNTY</b><br><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br>Department: _____ Estimated Use: _____<br><br>Prior Year Budget (if applicable): _____<br>Prior Year Actual Amount Spent (if applicable): _____ | 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: |  |
| 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:                         |   |   |  |  |  |  |  |  |  |   |  |
| PRIOR LEGISLATION   | Prior ordinances and (date): _____<br>Prior resolutions and (date): 17860 April 16, 2012 and 17890 June 20, 2012  |   |  |  |  |  |  |  |  |   |  |
| CONTACT INFORMATION   | RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253  |   |  |  |  |  |  |  |  |   |  |
| REQUEST SUMMARY   | <p>Resolution No. 17860 dated April 16, 2012 awarded Eight Year Hay/Crop Harvesting Agreements to Lance Gabriel of Grain Valley, Missouri; LE Montgomery of Lone Jack, Missouri; Joseph Hand of Holden, Missouri and Robert Hertzog of Greenwood, Missouri for several areas of the Parks + Rec Department. Mr. Gabriel decided not to proceed with his agreement and his area was re-awarded to Mr. Hand via Resolution No. 17890 dated June 20, 2012.</p> <p>These agreements are expiring and while Mr. Hand is not interested in extending his agreement, the Parks + Rec Department would like to extend for twelve months the following agreements: LE Montgomery of Lone Jack, Missouri for the Monkey Mountain fields which pays the County \$7,206 annually and Robert Hertzog of Greenwood, Missouri for the Blue and Gray fields which pays \$29,480 annually.</p> <p>Hay/Crop Harvesting for all other areas will be rebid in 2021.</p>   |   |  |  |  |  |  |  |  |   |  |
| CLEARANCE   | <input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department)<br><input type="checkbox"/> Business License Verified (Purchasing & Department) N/A<br><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A   |   |  |  |  |  |  |  |  |   |  |
| COMPLIANCE  | <input type="checkbox"/> MBE Goals<br><input type="checkbox"/> WBE Goals                      No goals assigned<br><input type="checkbox"/> VBE Goals   |   |  |  |  |  |  |  |  |   |  |
| ATTACHMENTS   |   |   |  |  |  |  |  |  |  |   |  |
| REVIEW  | Department Director:  for Michele Newman                      Date: 5/4/20  |   |  |  |  |  |  |  |  |   |  |
|   | Finance (Budget Approval): _____ N/A                      Date: _____   |   |  |  |  |  |  |  |  |   |  |



|                            |                         |                        |
|----------------------------|-------------------------|------------------------|
| <i>If applicable</i>       |                         |                        |
| Division Manager:          | <i>Tracy M. Schultz</i> | Date: <i>5-13-2020</i> |
| County Counselor's Office: | <i>Debra O. Louieky</i> | Date: <i>5/14/20</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.

HARVEST OF HAY AND CROPS AGREEMENT

THIS AGREEMENT entered into this 18 day of July, 2012, by and between **JACKSON COUNTY, MISSOURI**, (hereinafter "County") and **ROBERT HERTZOG**, 26110 E. 150 Highway, Greenwood, MO 64034, (hereinafter "Hertzog").

WHEREAS, County owns certain tracts of real property located within and as parts of Blue & Gray Park and Longview Lake Park; and,

WHEREAS, by Invitation to Bid No. 17-12, County has opened bids for lease of the above lands to parties wishing to seed and harvest a variety of crops and hay; and,

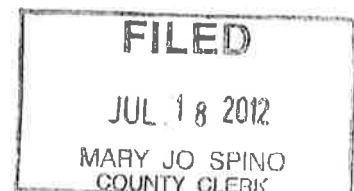
WHEREAS, Hertzog has submitted the best bid for lease of the property at Blue & Gray Park, and Longview Lake Park, and both parties seek to formalize their agreement through this document; and,

WHEREAS, by Resolution 17860, dated March 19, 2012, County awarded a lease to Hertzog on Bid No. 17-12 and authorized its Director of Finance and Purchasing to execute the documents necessary to the accomplishment of the award; and,

WHEREAS, by Resolution 17890, dated May 7, 2012, the Legislature did authorize modifications to Hertzog's bid for the harvest of hay and crops;

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

1. County shall permit Hertzog to use 261 acres of land, specifically Fields 1 through 16, located at Blue & Gray Park, and 105 acres of land, specifically Fields 4 and 6, located at Longview Lake Park, for an eight-year term running from the date of this



agreement's execution to December 31, 2019 for the harvesting of hay and crops as set out in Hertzog's response to Invitation to Bid No. 17-12, dated February 14, 2012, which is attached hereto as Exhibit A and incorporated herein by reference.

2. All other activities of Hertzog shall be governed by the Jackson County Code.

3. Hertzog shall pay to County the annual total sum of \$28,710.00 for lease of property located at Blue & Gray Park and \$11,550.00 for lease of property located at Longview Lake Park, for an aggregate total in the amount of \$40,260.00, to be paid from the proceeds of the sale of hay and crops under this lease.

4. During the tenure of this lease, Hertzog shall use said property only for the herein designated purpose. Hertzog shall at all times maintain the property in good condition and shall avoid practices detrimental to the value of said property.

5. Hertzog shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind nor in any manner change the contour or condition of this property under the contract.

6. Hertzog shall not cause or permit the construction or location of any structure on the premises without prior written consent from the Director of the Parks and Recreation Department.

7. Each payment shall be in the form of a certified or cashier's check payable to Jackson County, Missouri.

8. Each payment shall be made on or before December 1 of each harvest year. Failure to remit any payment on the corresponding due date shall constitute breach of the Agreement unless written permission has been given prior to the due date by the Director of Parks and Recreation for late remittance of payment.

9. The County shall not be liable for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises by Hertzog. Hertzog shall indemnify County for any such damages.

10. Hertzog shall be liable for any damage that may be caused to County property by the activities of Hertzog, and shall exercise due diligence in the protection of all improvements and other property of the County which may be located on the premises.

11. Either the County or Hertzog may terminate this Agreement by giving thirty days' written notice to the other party. If Hertzog shall terminate this Agreement and termination is not the result of a breach of said Agreement, Hertzog shall be entitled to harvest, gather and remove his hay and/or crops planted on said premises or, at the discretion of the County, may allow Hertzog reasonable compensation in lieu thereof for Hertzog's hay and/or crops. If all or a portion of the hay and/or crops remains unharvested at the time of such a termination, Hertzog's compensation will be determined by a formula approved by the Director of Parks and Recreation.

13. In the event Hertzog terminates this Agreement prior to the expiration date hereof it shall be in the sole discretion of the County to determine if Hertzog shall be entitled to any part of hay on premises, or reasonable compensation for same.

14. The term of this Agreement may be extended by written agreement between the parties, under such additional or changed conditions as may be agreed to.

15. The Director of Parks and Recreation of Jackson County shall serve as Agreement Administrator for the County, and shall be the person to whom any notices pursuant to this Agreement shall be sent.

16. The waiver or modification by any party hereto of any term or condition hereof

shall not void, waive or modify any other term or condition hereof. The failure of any party to insist, in any one or more instances, upon the performance of any term of this Agreement shall not be construed as a waiver or relinquishment of such party's right to such performance or to future performance of such term.

17. On or before the date this Agreement's term expires or its termination by the County, Hertzog shall vacate the stated premises, remove the property of Hertzog therefrom, and restore the stated premises to a condition satisfactory to the County, damages beyond the control of the bidder and due to fair wear and tear excepted.

18. Hertzog takes the property subject to easements of record.

19. This Agreement, together with Invitation to Bid No. 17-12 and Hertzog's response thereto, incorporates the entire understanding and agreement of the parties.


(Signature page to follow)




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

JACKSON COUNTY, MISSOURI

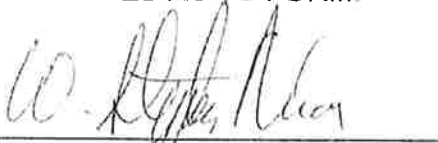
ROBERT HERTZOG

By   
Q. Troy Thomas  
Director of Finance and Purchasing

By   
489-66-1902  
Federal I. D. Number or  
Social Security Number

APPROVED AS TO FORM:

ATTEST:

  
W. Stephen Nixon  
County Counselor

  
Mary Jo Spino  
Clerk of the Legislature

**HARVEST OF CROPS AGREEMENT**

**THIS AGREEMENT** entered into this 16<sup>th</sup> day of April, 2012, by and between **JACKSON COUNTY, MISSOURI**, (hereinafter "County") and **L.E. MONTGOMERY**, 10215 Gibson, Lone Jack, MO 64070, (hereinafter "Montgomery").

WHEREAS, County owns certain tracts of real property located within and as parts of Monkey Mountain Park; and,

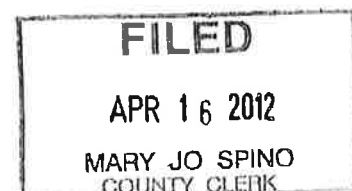
WHEREAS, by Invitation to Bid No. 17-12, County has opened bids for lease of the above lands to parties wishing to seed and harvest a variety of crops; and,

WHEREAS, Montgomery has submitted the best bid for lease of the property at Monkey Mountain Park, and both parties seek to formalize their agreement through this document; and,

WHEREAS, by Resolution 17860, dated March 19, 2012, County awarded a lease to Montgomery on Bid No. 17-12 and authorized its Director of Finance and Purchasing to execute the documents necessary to the accomplishment of the award; and,

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

1. County shall permit Montgomery to use tracts of land located at Monkey Mountain Park, and more specifically identified in Invitation to Bid No. 17-12, for an eight-year term running from the date of this agreement's execution to December 31, 2019 for the harvesting of row crops as set out in Montgomery's response to Invitation to Bid No. 17-12, dated February 12, 2012, which is attached hereto as Exhibit A and incorporated



herein by reference.

2. All other activities of Montgomery shall be governed by the Jackson County Code.

3. Montgomery shall pay to County the annual total sum of \$7,206.00 to be paid from the proceeds of the sale of crops under this lease.

4. During the tenure of this lease, Montgomery shall use said property only for the herein designated purpose. Montgomery shall at all times maintain the property in good condition and shall avoid practices detrimental to the value of said property.

5. Montgomery shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind nor in any manner change the contour or condition of this property under the contract.

6. Montgomery shall not cause or permit the construction or location of any structure on the premises without prior written consent from the Director of the Parks and Recreation Department.

7. Each payment shall be in the form of a certified or cashier's check payable to Jackson County, Missouri.

8. Each payment shall be made on or before December 1 of each harvest year. Failure to remit any payment on the corresponding due date shall constitute breach of the Agreement unless written permission has been given prior to the due date by the Director of Parks and Recreation for late remittance of payment.

9. The County shall not be liable for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises by Montgomery. Montgomery shall indemnify County for any such damages.

10. Montgomery shall be liable for any damage that may be caused to County property by the activities of Montgomery, and shall exercise due diligence in the protection of all improvements and other property of the County which may be located on the premises.

11. Either the County or Montgomery may terminate this Agreement by giving thirty days' written notice to the other party. If Montgomery shall terminate this Agreement and termination is not the result of a breach of said Agreement, Montgomery shall be entitled to harvest, gather and remove his crops planted on said premises or, at the discretion of the County, may allow Montgomery reasonable compensation in lieu thereof for Montgomery's crops. If all or a portion of the crops remain unharvested at the time of such a termination, Montgomery's compensation will be determined by a formula approved by the Director of Parks and Recreation.

13. In the event Montgomery terminates this Agreement prior to the expiration date hereof it shall be in the sole discretion of the County to determine if Montgomery shall be entitled to any part of crops on premises, or reasonable compensation for same.

14. The term of this Agreement may be extended by written agreement between the parties, under such additional or changed conditions as may be agreed to.

15. The Director of Parks and Recreation of Jackson County shall serve as Agreement Administrator for the County, and shall be the person to whom any notices pursuant to this Agreement shall be sent.

16. The waiver or modification by any party hereto of any term or condition hereof shall not void, waive or modify any other term or condition hereof. The failure of any party to insist, in any one or more instances, upon the performance of any term of this

Agreement shall not be construed as a waiver or relinquishment of such party's right to such performance or to future performance of such term.

17. On or before the date this Agreement's term expires or its termination by the County, Montgomery shall vacate the stated premises, remove the property of Montgomery therefrom, and restore the stated premises to a condition satisfactory to the County, damages beyond the control of the bidder and due to fair wear and tear excepted.

18. Montgomery takes the property subject to easements of record.


19. This Agreement, together with Invitation to Bid No. 17-12 and Montgomery's response thereto, incorporates the entire understanding and agreement of the parties.


(Signature page to follow)

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

JACKSON COUNTY, MISSOURI

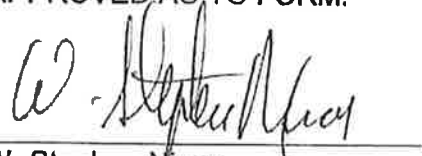
L.E. MONTGOMERY

By   
Q. Troy Thomas  
Director of Finance and Purchasing

By   
FED ID 43-166-4839  
Federal I. D. Number or  
Social Security Number

APPROVED AS TO FORM:

ATTEST:

  
W. Stephen Nixon  
County Counselor

  
Mary Jo Spino  
Clerk of the Legislature

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

**A RESOLUTION** transferring \$287.00 within the 2020 Grant Fund and awarding a contract for the furnishing of a 2020 Dodge Durango for use by the Sheriff's Office to Landmark Dodge of Independence, MO, under the terms and conditions of Clay County, Missouri Contract No. 49-19, a cooperatively bid contract for the Kansas City metro-wide area, at an actual cost to the County in the amount of \$31,938.00.

**RESOLUTION NO. 20430**, May 18, 2020

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the County is a member of the Mid-America Council of Public Procurement (MACPP), which issues a Kansas City metro-wide bid for new vehicles for its members, with Clay County, Missouri, as the lead agency; and,

WHEREAS, MACPP executed its contract for the metro area on November 21, 2019, and the Sheriff's Office requests the use of this cooperative bid contract to take advantage of discounts offered to large entities; and,

WHEREAS, by Ordinance 5279, dated November 12, 2019, the Legislature appropriated grant funds in the amount of \$305,206.00 and authorized the County Executive to execute and agreement between the Missouri Traffic and Highway Safety Division in acceptance of a grant awarded by the Missouri Department of Transportation (MODOT), for use by the Sheriff's DWI/Traffic Safety Unit; and,

WHEREAS, the grant funds are to be used for salaries and fringe expenses and the purchase of a vehicle with equipment for DWI enforcement operations; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a contract for the furnishing of a 2020 Dodge Durango to Landmark Dodge of Independence, MO, under the terms and conditions of Clay County, Missouri Contract No. 49-19, an existing cooperatively bid government contract, at an actual cost to the County in the amount of \$31,938.00; and,

WHEREAS, a transfer is required to place a portion of the needed funds in the appropriate spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2020 Special Road & Bridge Fund:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|----------------------------|------------------------------|-------------|-----------|
| Grant Fund                 |                              |             |           |
| Traffic Unit               |                              |             |           |
| 010-4212                   | 58170- Other Equipment       | \$287       |           |
| 010-4212                   | 58120- Automobiles           |             | \$287     |

and,

BE IT FURTHER RESOLVED, that award be made under the existing cooperatively bid government contract as recommended by the Director of Finance and Purchasing and that the Director be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and,




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

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20430 of May 18, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 010 4212 58170  
ACCOUNT TITLE: Grant Fund  
Traffic Unit  
Other Equipment  
NOT TO EXCEED: \$287.00

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

ACCOUNT NUMBER: 010 4212 58120  
ACCOUNT TITLE: Grant Fund  
Traffic Unit  
Automobiles  
NOT TO EXCEED: \$31,938.00

5-14-2020

Date



Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20430

Sponsor(s): Crystal Williams

Date: May 18, 2020

|   |  |   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |
|---|--|---|----------|--|--|--|----------|---|----------|---|--|---|----------|---|--------|--|--------|-------|----------|
| SUBJECT   | <p>Action Requested<br/> <input checked="" type="checkbox"/> Resolution<br/> <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the transfer of \$287 within the Sheriff's Grand Fund and authorizing the purchase of a 2020 Vehicle for the Sheriff's Office for use by the Traffic Safety Unit from Landmark Dodge of Independence, Missouri in the amount of \$31,938 under the terms and conditions of the Clay County, Missouri Contract No. 49-19, a cooperatively bid contract for the Kansas City Metro Wide Area.</u></p>  |   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |
| BUDGET INFORMATION<br><i>To be completed By Requesting Department and Finance</i> | <table border="1" data-bbox="345 604 1433 940"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$31,938</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>\$31,938</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$31,938</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>010-4212-58120 Grant Fund, Sheriff's DWI Unit, Vehicles</td> <td>\$31,651</td> </tr> <tr> <td>Transfer from: 010-4212-58170 Grant Fund, Sheriff's DWI Unit, Other Equipment</td> <td>\$ 287</td> </tr> <tr> <td>Transfer to: 010-4212-58120 Grant Fund, Sheriff's DWI Unit, Vehicles</td> <td>\$ 287</td> </tr> <tr> <td>Total</td> <td>\$31,938</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)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/>         Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____<br/>         Prior Year Actual Amount Spent (if applicable): _____</p> | Amount authorized by this legislation this fiscal year: | \$31,938 | Amount previously authorized this fiscal year: |  | Total amount authorized after this legislative action: | \$31,938 | Amount budgeted for this item * (including transfers):  | \$31,938 | Source of funding (name of fund) and account code number: |  | 010-4212-58120 Grant Fund, Sheriff's DWI Unit, Vehicles | \$31,651 | Transfer from: 010-4212-58170 Grant Fund, Sheriff's DWI Unit, Other Equipment | \$ 287 | Transfer to: 010-4212-58120 Grant Fund, Sheriff's DWI Unit, Vehicles | \$ 287 | Total | \$31,938 |
| Amount authorized by this legislation this fiscal year:                           | \$31,938   |   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |
| Amount previously authorized this fiscal year:                                    |  |   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |
| Total amount authorized after this legislative action:                            | \$31,938   |   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |
| Amount budgeted for this item * (including transfers):                            | \$31,938   |   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |
| Source of funding (name of fund) and account code number:                         |  |   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |
| 010-4212-58120 Grant Fund, Sheriff's DWI Unit, Vehicles                           | \$31,651   |   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |
| Transfer from: 010-4212-58170 Grant Fund, Sheriff's DWI Unit, Other Equipment     | \$ 287   |   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |
| Transfer to: 010-4212-58120 Grant Fund, Sheriff's DWI Unit, Vehicles              | \$ 287   |   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |
| Total   | \$31,938   |   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |
| PRIOR LEGISLATION   | <p>Prior ordinances and (date): 5279, November 12, 2019<br/>         Prior resolutions and (date):</p>   |   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |
| CONTACT INFORMATION   | <p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>  |   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |
| REQUEST SUMMARY   | <p>The Sheriff's Office is requesting the purchase of a 2020 Vehicle for their Traffic Safety Unit. The funding for this purchase is provided by a Grant from the Missouri Department of Transportation, Traffic and Highway Division. The funding was appropriated by Ordinance No. 5279, approved on November 12, 2019.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing and the Sheriff's Office recommend the purchase of a 2020 vehicle from Landmark Dodge of Independence, Missouri in the amount of \$31,938 under the terms and conditions of the Clay County, Missouri Contract No. 49-19, a competitively bid contract for the Kansas City Metro Wide Area.</p> <p>The Director of Finance and Purchasing also requests the transfer of \$287 as follows:</p> <table data-bbox="345 1675 1433 1766"> <tr> <td></td> <td>FROM:</td> <td>TO:</td> </tr> <tr> <td>010-4212-58170 Grant Fund, Sheriff's DWI Unit, Other Equipment</td> <td>\$287</td> <td></td> </tr> <tr> <td>010-4212-58120 Grand Fund, Sheriff's DWI Unit, Vehicles</td> <td></td> <td>\$287</td> </tr> </table>   |   | FROM:    | TO:  | 010-4212-58170 Grant Fund, Sheriff's DWI Unit, Other Equipment | \$287  |          | 010-4212-58120 Grand Fund, Sheriff's DWI Unit, Vehicles |          | \$287   |  |   |          |   |        |  |        |       |          |
|   | FROM:  | TO:   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |
| 010-4212-58170 Grant Fund, Sheriff's DWI Unit, Other Equipment                    | \$287  |   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |
| 010-4212-58120 Grand Fund, Sheriff's DWI Unit, Vehicles                           |  | \$287   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |
| CLEARANCE   | <p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)<br/> <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)<br/> <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>  |   |          |  |  |  |          |   |          |   |  |   |          |   |        |  |        |       |          |

|             |  |                   |
|-------------|--|-------------------|
| COMPLIANCE  | <input type="checkbox"/> MBE Goals<br><input type="checkbox"/> WBE Goals<br><input type="checkbox"/> VBE Goals   | No goals assigned |
| ATTACHMENTS | Memorandum from Sgt. Blodgett of the Sheriff's Office, Ordinance No. 5279, Quote from Landmark Dodge and the pertinent pages of the Clay County, Missouri Contract |                   |
| REVIEW      | Department Director: <i>[Signature]</i>  | Date: 5-6-20      |
|             | Finance (Budget Approval):<br><i>If applicable</i> APPROVED<br><small>By Sarah Matthes at 1:00 pm, May 07, 2020</small>  | Date:             |
|             | Division Manager: <i>[Signature]</i>   | Date: 5-13-2020   |
|             | County Counselor's Office: <i>[Signature]</i>  | Date: 5/14/20     |

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.





# Office of the JACKSON COUNTY SHERIFF

---

Sheriff Darryl Forté

**TO:** Barb Casamento  
**FROM:** Sgt. D. Blodgett  
**DATE:** 05/05/2020  
**SUBJECT:** TSU Durango

Mrs. Casamento,

The Jackson County Sheriff's Office, Traffic Safety Unit was awarded funding to purchase a 2020 V8 Hemi Durango, with all necessary emergency equipment, outlined in the FY2020 MoDOT traffic safety unit grant (#20-154-AL-022). An ordinance (5279) adopting the funding and allocating the funds to the 010-4212-58120 and 010-4212-58170 fund lines took place in October of 2019. The funding for the vehicle is earmarked to purchase a vehicle utilized with the primary purpose of DWI enforcement and interdiction. The vehicle is being purchased through a county vendor, and in accordance with state bid pricing. The vehicle will be assigned to a member of the Traffic Safety Unit and utilized for this purpose. The vehicle will be equipped with interior (covert) emergency lighting and equipment, purchased and installed by 911 Customs.

Sincerely,

Sgt. D. Blodgett #24



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

**AN ORDINANCE** transferring \$259,206.00 within the 2019 General Fund and appropriating \$564,412.00 from the undesignated fund balance of the 2019 Grant Fund, in acceptance of the Jackson County Sheriff's Office's DWI/Traffic Safety Unit Salary Grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds.

**ORDINANCE NO. 5279**, October 21, 2019

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the Sheriff's Office has been awarded a grant in the amount of \$305,205.56 by the Missouri Department of Transportation, Traffic and Highway Safety Division, for the purpose of funding a five-person DWI/Traffic Safety Unit and fully funding the cost of a 2020 Dodge Durango with equipment for use by the DWI Traffic Unit, for the period of October 1, 2019, to September 30, 2020; and,

WHEREAS, the grant is subject to a local match in the amount of \$259,205.56; and,

WHEREAS, the Sheriff recommends the acceptance of this grant and the execution of a grant contract with the Missouri Department of Transportation, Traffic and Highway Safety Division; and,

WHEREAS, a transfer and appropriation are necessary to place the grant and matching funds in the proper spending accounts; now therefore,



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

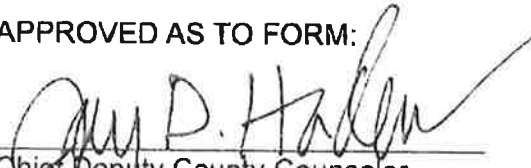
| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u>    | <u>FROM</u> | <u>TO</u> |
|----------------------------|---------------------------------|-------------|-----------|
| General Fund               |                                 |             |           |
| Sheriff                    |                                 |             |           |
| 001-4201                   | 56790 – Other Contractual Svc.  | \$ 79,206   |           |
| 001-4201                   | 56798 – Grant Match             | \$180,000   |           |
| Operating Transfers        |                                 |             |           |
| 001-9100                   | 56105 – Operating Transfers Out |             | \$259,206 |
| Grant Fund                 |                                 |             |           |
| DWI Unit                   |                                 |             |           |
| 010-4212                   | 47070-Operating Transfers In    | \$259,206   |           |
| 010-4212                   | 45937- Increase Revenue         | \$305,206   |           |
| 010-2810                   | Undesignated Fund Balance       |             | \$564,412 |
| 010-2810                   | Undesignated Fund Balance       | \$564,412   |           |
| DWI Unit                   |                                 |             |           |
| 010-4212                   | 55010 - Regular Salaries        |             | \$347,960 |
| 010-4212                   | 55030 – Overtime                |             | \$ 12,000 |
| 010-4212                   | 55040 – FICA Taxes              |             | \$ 39,659 |
| 010-4212                   | 55050 – Pension Contributions   |             | \$ 46,657 |
| 010-4212                   | 55060 – Insurance Benefits      |             | \$ 64,936 |
| 010-4212                   | 57190 – Wearing Apparel         |             | \$ 7,200  |
| 010-4212                   | 58120 – Vehicles                |             | \$ 31,651 |
| 010-4212                   | 58170 – Other Equipment         |             | \$ 14,349 |

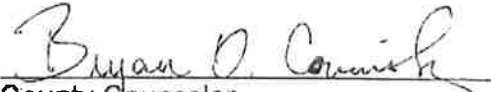
and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached grant contract with the Missouri Department of Transportation, Traffic and Highway Safety Division.

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. 5279 introduced on October 21, 2019, was duly passed on November 12 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

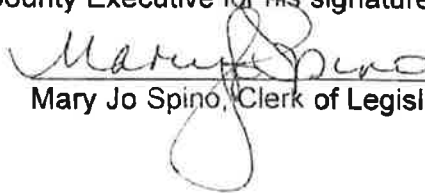
Nays 0

Abstaining 0

Absent 0

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

11.12.19  
Date

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

I hereby approve the attached Ordinance No. 5279.

11/13/19  
Date

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

***Landmark Dodge***  
***Bid No 2019-391-2***  
***2020 Dodge Durango Police***  
***V/8 AWD***

As on MACPP bid IFB Bid 49-19 line 37 on contract

\$31,938.00 witch inc led spotlight

If you want blind spot & cross path  
detection it is \$446.00 add to price

Landmark Dodge

Larry Wilson 816-651-6767

**OFFICIAL ACTION**  
OF CLAY COUNTY, MISSOURI

2019-391-2

APPROVE IFB #49-19  
LANDMARK DODGE  
MACPP 2020 MODEL YEAR METRO VEHICLE  
COUNTYWIDE

BY OFFICIAL ACTION OF CLAY COUNTY, MISSOURI, this IFB #49-19 with Landmark Dodge for MACPP 2020 Model Year Metro Vehicle is hereby approved. The Authorized Agent of the County is authorized to sign any documents to facilitate this order.

APPROVED BY THE AUTHORIZED AGENT OF CLAY COUNTY, MISSOURI, THIS 21 DAY  
OF November, 2019.

APPROVED AS TO FORM AND LEGALITY:

Lonell Roush  
COUNTY COUNSELOR

Lauren S. Portwood  
AUTHORIZED AGENT OF THE COUNTY

EXHIBIT A, continued

PRICING TABLE 1: REQUIRED PRICING

| ITEM NO. | GROUP NO. | VEHICLE MAKE   | VEHICLE MODEL                                    | UNIT COST (Base Price)                       | QTY | BASE PRICE INCLUDING STANDARD OPTIONS |
|----------|-----------|--|--|--|-----|---------------------------------------|
|          | 5         | <b>Group No. 5 Minimum Specifications for ALL Vans are as Follows:</b> Driver and Passenger Air Bags, Factory Air Conditioning, Factory Arm Rests, Factory Power Anti-Lock Brakes, Factory Power Steering, Factory Power Windows - All Side Doors, Factory Power Door Locks, Factory Cruise Control and Tilt Wheel, Dual Sun Visors, Factory Intermittent Wipers, Standard Spare Tire for Model, 4 Radial Tires, Latching Glove Box, Inside Day/Night Mirror, Outside Standard Suspension for Model Bid, Factory AM/FM Radio, Auxiliary Power Outlet, Rubber Floor Covering Front and Rear, Maintenance Free Battery, Alternator Standard per Model Bid, Heater - Standard for Model Bid, Radiator - Standard for Model Bid, Transmission - Standard for Model Bid, Fuel Tank-Standard for Model Bid, Headliner - Standard per Model Bid, Heater Standard per Model Bid, Outside Mirrors - Standard per Model Bid.   |  |  |     |                                       |
| 29       | 5         | Mini-Van, Passenger  | Pacifica, Odyssey, Transit Connect or Equal      | \$ <del>with out rear a/c</del><br>20,463.00 | ea. | \$ with rear a/c<br>20,880.00         |
| 30       | 5         | Mini-Van, Cargo Van  | Ram CV, Transit Connect, City Express or Equal   | \$ Promaster<br>19,576.00                    | ea. | \$                                    |
| 31       | 5         | Full Size Van, ¾ Ton, Cargo  | C-G20, E-250, G35, B-3500 or Equal               | \$   | ea. | \$                                    |
| 32       | 5         | Full Size Van, 1 Ton, Cargo  | G-20, E-31, S-31 or Equal                        | \$   | ea. | \$                                    |
| 33       | 5         | Full Size Van, Window, Passenger   | G-20, E-31, S-31, 350 Transit or Equal           | \$   | ea. | \$                                    |
| 34       | 5         | Sprinter Van, Cargo  | Freightliner, Mercedes or Equal                  | \$   | ea. | \$                                    |
|          | 6         | <b>Group No. 6 Minimum Specifications for ALL Police Vehicles are as Follows:</b> Dual Front Air Bags, Factory Air Conditioning, Arm Rests, Auxiliary Outlet 12V Factory Installed, 4 Wheel Disc Power Brakes, Anti-Locking Brakes, Power Door Locks (All Doors), Deactivate Door Jam Switch for Interior Lights, Dual Exhaust, Exterior, Non-Street Appearance, Floor Covering – Heavy Duty Vinyl Front & Rear (No Carpeting), Gauges Required, Glass – Tinted (All Windows), Dual Horns Required, Key-Each Vehicle Keyed Individually (3 Keys per Vehicle), Lights – Auxiliary Dome Light Header Mounted, Under Hood Light, Luggage Compartment Lamp, Inside Day/Night Mirror, Radiator – Heavy Duty Cooling Package, Factory AM/FM Radio with Digital Clock, Conventional Spare Tire and Wheel, Speedometer Calibrated in 2 MPH Increments, Spot Light mounted 6 IN on Left Side, Power Steering, Steering – Cruise and Tilt Factory Installed, Dual Sun Visors, Trunk Opener – Electric or Vacuum on Dash to Activate, Full Wheel Covers, Power Windows – All, Intermittent Wipers, Wiring – Auxiliary Fuse Block with 6 Fused Circuits, Suspension – Standard for Model Bid. Vinyl for Durango \$745.00 |  |  |     |                                       |
| 35       | 6         | Chevrolet Tahoe Police Patrol or Pursuit Vehicle   | Chevrolet Tahoe Police Patrol or Pursuit Vehicle | \$   | ea. | \$                                    |
| 36       | 6         | Dodge Charger Police Patrol Vehicle  | Dodge Charger Police Pursuit Vehicle             | \$ RWD V/6<br>22,356.00                      | ea. | \$ AWD V/8<br>24,904.00               |
| 37       | 6         | Dodge Durango Police Pursuit - Utility Vehicle   | Dodge Durango Police Pursuit - Utility Vehicle   | \$ RWD<br>28,362.00 V-6                      | ea. | \$AWD \$31,938.00 V-8                 |
| 38       | 6         | Ford Police Interceptor - Utility  | Ford Police Interceptor - Utility                | \$   | ea. | \$                                    |
| 39       | 6         | Police Pursuit or Patrol Vehicle   | All Models not otherwise Indicated               | \$   | ea. | \$                                    |
| 40       | 6         | Police Vehicle – Utility   | All Models not otherwise Indicated               | \$   | ea. | \$                                    |

Vendor's Initials:   LW

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

**A RESOLUTION** awarding a thirty-six month term and supply contract, with two twelve-month options to extend, for the lease of photocopiers for use County-wide to All Copy Products of Lenexa, KS, and GFI Digital of Kansas City, KS, under the terms and conditions of Invitation to Bid No. 28-19.

**RESOLUTION NO. 20431**, May 18, 2020

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS the County's currently leased inventory of copiers are seven years old and have reached the end of their usable lifecycle; and,

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 28-19 for the furnishing of leased copier services for use County-wide; and,

WHEREAS, a total of twenty-nine notifications were distributed and eight responses were received and evaluated; and,

WHEREAS, following an evaluation of the bids submitted, the Director of Finance and Purchasing recommends a split award to All Copy Products of Lenexa, KS, and GFI Digital of Kansas City, KS, as the lowest and best bids received, due to discounts offered on the items of equipment most in demand, as set out in the attached abstract of bids; and,

WHEREAS, the three-year term and extensions will allow the County to take advantage

of substantial discounts on the monthly payments for the equipment; and,

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


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

BE IT FURTHER RESOLVED that the Director of the Department of Finance is authorized to make all payments, including final payment on the contracts, to the extent that sufficient appropriations to the issuing 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. 20431 of May 18, 2020, was duly passed on \_\_\_\_\_, 2020 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.

5-14-2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrator Officer



| ITB No. 28-19<br>DATE: 10/29/19<br>COMMODITY: Leased Copiers |                                   | Toshiba | American Document Solutions | GFI Digital Inc. | SummerOne | Marco  | Konica Minolta | All Copy Products | Image Quest Inc. |
|--|-----------------------------------|---------|-----------------------------|------------------|-----------|--------|----------------|-------------------|------------------|
| NO   | DESCRIPTION                       | UNIT    | QTY                         | AMOUNT           | AMOUNT    | AMOUNT | AMOUNT         | AMOUNT            | AMOUNT           |
| 20   | 16PPM B/W                         | #       | 21                          | 32.46            | 9.85      | 20.74  | 31.46          | 22.29             | 16.08            |
| 30   | 21PPM B/W                         | #       | 33                          | 32.46            | 9.85      | 20.74  | 48.01          | 22.32             | 19.41            |
| 40   | 25PPM B/W                         | #       | 55                          | 32.46            | 27.50     | 33     | 48.01          | 22.32             | 48.28            |
| 50   | 40PPM B/W                         | #       | 62                          | 348              | 33.00     | 54     | 73.01          | 85.03             | 83.92            |
| 60   | 50 PPM B/W                        | #       | 80                          | 348              | 34.50     | 68     | 73.01          | 87.50             | 83.92            |
| 70   | 60 PPM B/W                        | #       | 107                         | 72.82            | 39.50     | 100.69 | 100.20         | 113.22            | 113.34           |
| 80   | 70 PPM B/W                        | #       | 123                         | 348              | 77.00     | 100.69 | 100.20         | 162.50            | 113.34           |
| 90   | 25ppm Color                       | #       | 71                          | 24.53            | 33.50     | 50     | 117.52         | 64.40             | 65.65            |
| 10.0   | 30ppm Color                       | #       | 73                          | 280.67           | 38.50     | 49     | 117.52         | 74.45             | 65.65            |
| 11.0   | 35ppm Color                       | #       | 80                          | 280.67           | 46.70     | 20     | 117.52         | 78.15             | 42.43            |
| 12.0   | 45 PPM Color                      | #       | 94                          | 280.67           | 61.90     | 70.05  | 117.52         | 104.10            | 91.92            |
| 13.0   | Print Shop/Office Services HIS/IV | #       | 319                         | no bid           | 185.00    | 213.48 | no bid         | 251.20            | 209.31           |

CERTIFICATION OF BID OPENING  
BIDS WERE PUBLICLY  
OPENED AND RECORDED

ON: October 29, 2019

BY: [Signature]

CLERK OF THE LEGISLATURE

PURCHASING

**9.0 Quotations**

- 9.1 The Lease shall include the rental of the equipment, the maintenance of the equipment, copy costs and all supplies for the equipment (with the exception of paper) toner cartridges and staples included. The Lease will also include delivery and removal of equipment.**

| No.         | Description   | Lease Price<br>Per Machine<br>Per Month |
|-------------|---|---|
|             | <b>Copier-Based Multi-Function Equipment</b>  | <b>\$</b>                               |
| <b>9.2</b>  | <b>16 PPM, Black/White, Console, Print &amp; Scan, ADF, AD, Collate/Sort, 250 Sheet PT, 50 Sheet By-Pass</b>                        | <b>\$ 29.17</b>                         |
|             | Fax Option for this Equipment   | \$ incl/nc                              |
|             | E-Fax Option for this Equipment   | \$ incl/nc                              |
| <b>9.3</b>  | <b>21 PPM, Black/White, Console, Print &amp; Scan, 50 Sheet, ADF, AD, Collate/Sort, 2 250 Sheet PT, 100 Sheet By-Pass</b>           | <b>\$ 32.84</b>                         |
|             | Fax Option for this Equipment   | \$ incl/nc                              |
|             | E-Fax Option for this Equipment   | \$ incl/nc                              |
| <b>9.4</b>  | <b>25 PPM Black/White, Console, Print &amp; Scan, 50 Sheet ADF, AD, Collate/Sort, 2 250 Sheet PT, 100 Sheet By-Pass</b>             | <b>\$ 32.84</b>                         |
|             | Fax Option for this Equipment   | \$ incl/nc                              |
|             | E-Fax Option for this Equipment   | \$ incl/nc                              |
|             | Stapler Option for this Equipment   | \$ 8.45                                 |
|             | LCT Option for this Equipment   | \$ 10.85                                |
| <b>9.5</b>  | <b>40 PPM, Black/White, Console, Print &amp; Scan, 80 Sheet ADF, AD, Collate/Sort, 2 500 Sheet PT, 100 Sheet By-Pass</b>            | <b>\$ 32.84</b>                         |
|             | Fax Option for this Equipment   | \$ incl/nc                              |
|             | E-Fax Option for this Equipment   | \$ incl/nc                              |
|             | Stapler Option for this Equipment   | \$ 8.45                                 |
|             | LCT Option for this Equipment   | \$ 10.85                                |
| <b>9.6</b>  | <b>50 PPM, Black/White, Console Print &amp; Scan, 80 Sheet, ADF, AD, Collate/Sort, 2 500 Sheet PT, 100 Sheet By-Pass</b>            | <b>\$ 32.84</b>                         |
|             | Fax Option for this Equipment   | \$ incl/nc                              |
|             | E-Fax Option for this Equipment   | \$ incl/nc                              |
|             | Stapler Option for this Equipment   | \$ 8.45                                 |
|             | LCT Option for this Equipment   | \$ 10.85                                |
| <b>9.7</b>  | <b>60 PPM, Black/White, Console, Print &amp; Scan, 100 Sheet ADF, AD, Collate/Sort, 2 550 Sheet PT, 100 Sheet By-Pass, LCT</b>      | <b>\$ 46.81</b>                         |
|             | Fax Option for this Equipment   | \$ incl/nc                              |
|             | E-Fax Option for this Equipment   | \$ incl/nc                              |
|             | Stapler Option for this Equipment   | \$ 8.45                                 |
| <b>9.8</b>  | <b>70 PPM , Black/White, Console, Print &amp; Scan, 100 Sheet ADF, AD, Collate/Sort, 2 550 Sheet PT, 100 Sheet By-Pass, LCT</b>     | <b>\$ 56.10</b>                         |
|             | Fax Option for this Equipment   | \$ incl/nc                              |
|             | E-Fax Option for this Equipment   | \$ incl/nc                              |
|             | Stapler Option for this Equipment   | \$ 8.45                                 |
| <b>9.9</b>  | <b>25 PPM, Color and Black/White, Console, Print &amp; Scan, 80 Sheets ADF, AD, Collate/Sort, 2 500 Sheet PT, 100 Sheet By-Pass</b> | <b>\$ 35.56</b>                         |
|             | Fax Option for this Equipment   | \$ incl/nc                              |
|             | E-Fax Option for this Equipment   | \$ incl/nc                              |
|             | Stapler Option for this Equipment   | \$ 12.51                                |
|             | LCT Option for this Equipment   | \$ 9.14                                 |
| <b>9.10</b> | <b>30 PPM, Color and Black/White, Console Print &amp; Scan, 80 Sheet ADF, AD, Collate/Sort, 2 500 Sheet PT, 100 Sheet By-Pass</b>   | <b>\$ 42.43</b>                         |
|             | Fax Option for this Equipment   | \$ incl/nc                              |
|             | E-Fax Option for this Equipment   | \$ incl/nc                              |
|             | Stapler Option for this Equipment   | \$ 12.51                                |
|             | LCT Option for this Equipment   | \$ 9.14                                 |

|      |   |            |
|------|---|------------|
|      | PT, 100 Sheet By-Pass   |            |
|      | <u>Fax Option for this Equipment</u>  | \$ incl/nc |
|      | <u>E-Fax Option for this Equipment</u>  | \$ incl/nc |
|      | <u>Stapler Option for this Equipment</u>  | \$         |
|      | <u>LCT Option for this Equipment</u>  | \$ 12.51   |
| 9.12 | 45 PPM, Color and Black/White, Console, Print & Scan, 80 Sheet ADF, AD, Collate/Sort 2 550 Sheet<br>PT, 100 Sheet By-Pass | \$ 51.91   |
|      | <u>Fax Option for this Equipment</u>  | \$ incl/nc |
|      | <u>E-Fax Option for this Equipment</u>  | \$ incl/nc |
|      | <u>Stapler Option for this Equipment</u>  | \$ 9.09    |
|      | <u>LCT Option for this Equipment</u>  | \$ 10.43   |
| 9.13 | <u>Purchasing/Print Shop/Office Services High Speed, High Volume Photocopier Equipment</u>                                | \$ 255.30  |
|      | <b>Copy Charges for all Equipment</b>   | \$         |
| 9.14 | Black and White Copy Charges, per copy  | \$ .0032   |
| 9.15 | Color Copy Charges, per copy  | \$ .032    |

**Optional renewal years 4-5 at same rate.**

If you would like to offer additional option on equipment, please attach additional sheet detailing the option, which pieces of equipment the option is available on and the monthly price per machine for each option.

|   |   |
|---|---|
| <b>Company Name:</b> All Copy Products                  | <b>Web Site Address:</b> <a href="http://www.allcopyproducts.com">www.allcopyproducts.com</a> |
| <b>Person Authorized to Sign Bid:</b> Troy Baranek      | <b>Telephone Number:</b> 303-785-5858   |
| <b>Title:</b> Vice President of Sales                   | <b>Fax Number:</b> 913-341-2841   |
| <b>Signature:</b>                                       | <b>Email Address:</b> tbaranek@allcopyproducts.com  |
| <b>Street Address</b> 9120 Nieman Road                  |   |
| <b>City, State and Zip Code</b> Overland Park, KS 66214 |   |



9.0 Quotations

9.1 The Lease shall include the rental of the equipment, the maintenance of the equipment, copy costs and all supplies for the equipment (with the exception of paper) toner cartridges and staples included. The Lease will also include delivery and removal of equipment.

| No.  | Description   | Lease Price Per Machine Per Month |
|------|---|-----------------------------------|
|      | <b>Copier-Based Multi-Function Equipment</b> <i>MX-B350W</i>  | \$                                |
| 9.2  | 16 PPM., Black/White, Console, Print & Scan, ADF, AD, Collate/Sort, 250 Sheet PT, 50 Sheet By-Pass  | \$ 9.85                           |
|      | Fax Option for this Equipment   | \$ 1.25                           |
|      | E-Fax Option for this Equipment   | \$ 2.75                           |
| 9.3  | 21 PPM, Black/White, Console, Print & Scan, 50 Sheet, ADF, AD, Collate/Sort, 2 250 Sheet PT, 100 Sheet By-Pass <i>MX-B350W</i>                | \$ 9.85                           |
|      | Fax Option for this Equipment   | \$ 1.25                           |
|      | E-Fax Option for this Equipment   | \$ 2.75                           |
| 9.4  | 25 PPM Black/White, Console, Print & Scan, 50 Sheet ADF, AD, Collate/Sort, 2 250 Sheet PT, 100 Sheet By-Pass <i>MX-M2651</i>                  | \$ 27.50                          |
|      | Fax Option for this Equipment   | \$ 4.15                           |
|      | E-Fax Option for this Equipment   | \$ 2.75                           |
|      | Stapler Option for this Equipment   | \$ 7.90                           |
|      | LCT Option for this Equipment   | \$ 5.05                           |
| 9.5  | 40 PPM, Black/White, Console, Print & Scan, 80 Sheet ADF, AD, Collate/Sort, 2 500 Sheet PT, 100 Sheet By-Pass <i>MX-M4051</i>                 | \$ 33.00                          |
|      | Fax Option for this Equipment   | \$ 4.15                           |
|      | E-Fax Option for this Equipment   | \$ 2.75                           |
|      | Stapler Option for this Equipment   | \$ 7.90                           |
|      | LCT Option for this Equipment   | \$ 5.05                           |
| 9.6  | 50 PPM, Black/White, Console Print & Scan, 80 Sheet, ADF, AD, Collate/Sort, 2 500 Sheet PT, 100 Sheet By-Pass <i>MX-M5051</i>                 | \$ 34.50                          |
|      | Fax Option for this Equipment   | \$ 4.15                           |
|      | E-Fax Option for this Equipment   | \$ 2.75                           |
|      | Stapler Option for this Equipment   | \$ 7.90                           |
|      | LCT Option for this Equipment   | \$ 5.05                           |
| 9.7  | 60 PPM, Black/White, Console, Print & Scan, 100 Sheet ADF, AD, Collate/Sort, 2 550 Sheet PT, 100 Sheet By-Pass, LCT <i>MX-M6051</i>           | \$ 38.50                          |
|      | Fax Option for this Equipment   | \$ 4.15                           |
|      | E-Fax Option for this Equipment   | \$ 2.75                           |
|      | Stapler Option for this Equipment   | \$ 7.90                           |
| 9.8  | 70 PPM, Black/White, Console, Print & Scan, 100 Sheet ADF, AD, Collate/Sort, 2 550 Sheet PT, 100 Sheet By-Pass, LCT <i>MX-M7570</i>           | \$ 77.00                          |
|      | Fax Option for this Equipment   | \$ 4.15                           |
|      | E-Fax Option for this Equipment   | \$ 2.75                           |
|      | Stapler Option for this Equipment   | \$ 11.00                          |
| 9.9  | 25 PPM, Color and Black/White, Console, Print & Scan, 80 Sheets ADF, AD, Collate/Sort, 2 500 Sheet PT, 100 Sheet By-Pass <i>MX-2651 Color</i> | \$ 33.50                          |
|      | Fax Option for this Equipment   | \$ 4.15                           |
|      | E-Fax Option for this Equipment   | \$ 2.75                           |
|      | Stapler Option for this Equipment   | \$ 7.90                           |
|      | LCT Option for this Equipment   | \$ 5.05                           |
| 9.10 | 30 PPM, Color and Black/White, Console Print & Scan, 80 Sheet ADF, AD, Collate/Sort, 2 500 Sheet PT, 100 Sheet By-Pass <i>MX-3051 Color</i>   | \$ 38.50                          |
|      | Fax Option for this Equipment   | \$ 4.15                           |
|      | E-Fax Option for this Equipment   | \$ 2.75                           |
|      | Stapler Option for this Equipment   | \$ 7.90                           |
|      | LCT Option for this Equipment   | \$ 5.05                           |
| 9.11 | 35 PPM Color and Black/White Console, Print & Scan, 80 Sheet ADF, AD, Collate/Sort, 2 500 Sheet PT  | \$                                |

|      |  |           |
|------|--|-----------|
|      | PT, 100 Sheet By-Pass  |           |
|      | Fax Option for this Equipment  | \$ 4.15   |
|      | E-Fax Option for this Equipment  | \$ 2.75   |
|      | Stapler Option for this Equipment  | \$ 7.90   |
|      | LCT Option for this Equipment  | \$ 5.05   |
| 9.12 | 45 PPM, Color and Black/White, Console, Print & Scan, 80 Sheet ADF, AD, Collate/Sort 2 550 Sheet PT, 100 Sheet By-Pass | \$ 61.90  |
|      | Fax Option for this Equipment  | \$ 4.15   |
|      | E-Fax Option for this Equipment  | \$ 2.75   |
|      | Stapler Option for this Equipment  | \$ 7.90   |
|      | LCT Option for this Equipment  | \$ 5.05   |
| 9.13 | Purchasing/Print Shop/Office Services High Speed, High Volume Photocopier Equipment                                    | \$ 185.00 |
|      | Copy Charges for all Equipment   | \$ —      |
| 9.14 | Black and White Copy Charges, per copy   | \$ .0054  |
| 9.15 | Color Copy Charges, per copy   | \$ .034   |

If you would like to offer additional option on equipment, please attach additional sheet detailing the option, which pieces of equipment the option is available on and the monthly price per machine for each option.

|   |                                      |
|---|--------------------------------------|
| Company Name: GFI Digital, INC                  | Web Site Address: www.gfidigital.com |
| Person Authorized to Sign Bid: Jeff Lamb        | Telephone Number: 913-621-2424 x 5   |
| Title: Account Manager                          | Fax Number: 913-621-1217             |
| Signature: Jeff Lamb                            | Email Address: jlamb@gfidigital.com  |
| Street Address: 1212 W. Cambridge Circle        |                                      |
| City, State and Zip Code: Kansas City, KS 64103 |                                      |



**REQUEST FOR LEGISLATIVE ACTION**

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20431

Sponsor(s): Charlie Franklin

Date: May 18, 2020

|  |  |   |  |  |  |  |  |  |  |   |  |
|--|--|---|--|--|--|--|--|--|--|---|--|
| <p>SUBJECT</p>   | <p>Action Requested<br/> <input checked="" type="checkbox"/> Resolution<br/> <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Thirty Six Month Term and Supply Contract with Two Twelve-Month Options to Extend for the furnishing of Leased Copiers for the use by Various County Departments to All Copy Products of Lenexa, KS and GFI Digital of Kansas City, KS under the terms and conditions of Invitation to Bid 28-19. The Thirty-Six Month Term and the Two Twelve Month Options to extend make the cost of leasing new equipment financially viable to the using departments. A shorter term and extension would substantially increase the monthly payment on the equipment.</u></p>   |   |  |  |  |  |  |  |  |   |  |
| <p>BUDGET INFORMATION<br/> <i>To be completed By Requesting Department and Finance</i></p> | <table border="1" data-bbox="358 663 1448 848"> <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:<br/> <input type="checkbox"/> No budget impact (no fiscal note required)<br/> <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/>                 Department: Estimated Use:</p> <p>Total Estimated Use: \$200,000</p> <p>Prior Year Budget (if applicable):<br/>                 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: |  |
| 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:                                  |  |   |  |  |  |  |  |  |  |   |  |
| <p>PRIOR LEGISLATION</p>   | <p>Prior ordinances and (date):<br/>                 Prior resolutions and (date): 18329, December 2, 2013</p>   |   |  |  |  |  |  |  |  |   |  |
| <p>CONTACT INFORMATION</p>   | <p>RLA drafted by (name, title, &amp; phone): Craig A. Reich, Senior Buyer, 816-881-3265</p>   |   |  |  |  |  |  |  |  |   |  |
| <p>REQUEST SUMMARY</p>   | <p>Various County Departments require a Term and Supply Contract for the furnishing of Lease Copiers. The County's leased fleet of copiers is seven years old and the equipment is at the end of its usable life cycle. New equipment is needed, and the Purchasing Department issued Invitation to Bid 28-19 in response to these needs.</p> <p>A total of 29 notification were distributed and 8 responses were received and evaluated. Attached is a Recap of Bids Received. The Director of Finance and Purchasing is recommending a split award between GFI Digital of Kansas City, KS and All Copy Products of Lenexa, KS as the lowest/best overall bids received. The split award is being recommended due to the difference in cost breaks for different quantities and products amongst the bidders. The split award will enable the using departments to take advantage of these cost breaks.</p> <p>Pursuant to 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Thirty Six Month Term and Supply Contract with Two Twelve Month Options to Extend, for the furnishing of Leased Copiers for the use by Various County Departments under the terms and conditions of Invitation to Bid 28-19 to GFI Digital of Kansas City, KS and All Copy Products of Lenexa KS as the lowest and best bids received.</p> <p>This award is on an "as needed" basis and does not obligate Jackson County, Missouri to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p> |   |  |  |  |  |  |  |  |   |  |

|             |   |  |
|-------------|---|--|
| CLEARANCE   | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A<br><input type="checkbox"/> Business License Verified (Purchasing & Department) N/A<br><input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) |  |
| COMPLIANCE  | <input type="checkbox"/> MBE Goals (No Goals Assigned)<br><input type="checkbox"/> WBE Goals (No Goals Assigned)<br><input type="checkbox"/> VBE Goals (No Goals Assigned)  |  |
| ATTACHMENTS | Pertinent pages of successful bids  |  |
| REVIEW      | Department Director:  | Date: 5-13-2020  |
|             | Finance (Budget Approval):<br><i>If applicable</i>  | <b>APPROVED</b><br>By Mark Lang at 11:53 am, Apr 28, 2020<br>Date: |
|             | Division Manager:   | Date: 5-14-2020  |
|             | County Counselor's Office:  | Date: 5/14/20  |

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 Director of Finance and Purchasing to execute an agreement with UMB Bank of Kansas City, MO, for the purpose of self-insuring the County's workers' compensation liabilities under the laws of the State of Missouri, at no cost to the County.

**RESOLUTION NO. 20432**, May 18, 2020

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the County has traditionally maintained a plan of self-insurance to comply with the workers' compensation laws of the State of Missouri; and,

WHEREAS, such a plan requires the County to place in escrow with a bank or trust company in the State of Missouri, acceptable to the Missouri Division of Workers Compensation, direct obligations of the United States in the amount of \$675,000.00 value; and,

WHEREAS, the County previously maintained the required escrow account with Commerce Bank of Kansas City, MO, whose corporate trust department has now been acquired by UMB Bank of Kansas City, MO; and,

WHEREAS, UMB Bank has agreed to continue to provide required escrow funds via the attached Agreements; now therefore,

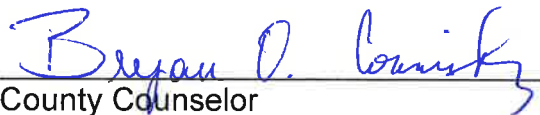


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute, on behalf of the County, the attached Escrow Agreement and Side Letter Agreement with UMB Bank.

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. 20432 of May 18, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
**ESCROW AGREEMENT**

3315 West Truman Blvd.  
 P.O. Box 58  
 Jefferson City, MO 65102-0058  
[www.labor.mo.gov/DWC](http://www.labor.mo.gov/DWC)

NOTE REQUIRED OF SELF-INSURERS UNDER THE MISSOURI WORKERS' COMPENSATION LAW,  
 TO BE EXECUTED IN TRIPLICATE, ONE COPY OF SAME TO BE FILED WITH THE DIVISION.

WHEREAS, Jackson County, Missouri, 415 E. 12<sup>th</sup> Street, Room 105  
 (NAME) (STREET NUMBER)  
Kansas City, Missouri, 64106, has made  
 (CITY) (STATE) (ZIP CODE)

application to the Division of Workers' Compensation for the privilege of self-insuring his, her, their, or its own workers' compensation liability, as prescribed by Section 287.280 RSMo, and

WHEREAS, the Division of Workers' Compensation, in order to ensure the payment of all existing, future, or potential liabilities and obligations which may arise under the Missouri Workers' Compensation Law, requires as a condition precedent to the granting of such privilege that the employer place in escrow with a bank or trust company in the State of Missouri, acceptable to the Division, direct obligations (either bonds or notes or bills) of the United States in the amount of \$675,000.00 value, or cash in said sum, in lawful United States Dollars.

In order to comply with said requirements, the employer agreed to place into escrow with Commerce Bank, N.A. the ("Original Escrowee"), the following securities and/or cash (escrow funds), as here designated:

| TYPE OF INVESTMENT  | DENOMINATION OR VALUE |
|---|-----------------------|
| U.S. Treasury Bill, U.S. Treasury Note, or U.S. Treasury Bond | \$675,000.00          |

and which upon maturity shall be reinvested in the same form of security; and

That Original Escrowee and employer entered into that certain prior escrow agreement dated June 12, 1997 (the "Original Escrow Agreement") in connection with the deposit of such escrow funds; and

That as a result of UMB Bank, N.A., acquiring the corporate trust department of the Original Escrowee, UMB Bank, N.A. has become the successor-in-interest to the Original Escrowee and shall hereinafter be referred to as "escrowee;"

That the parties hereto agree desire hereto to amend and restate the Original Escrow Agreement to reflect UMB Bank, N.A., as the escrowee; and

That the employer and his, her, their, or its agents, heirs, successors, personal representatives, and assigns, and the escrowee, its successors and assigns, expressly agree that in the event said employer or his, her, their or its agents, heirs, successors, personal representatives, or assigns shall become insolvent and/or bankrupt within the meaning of the Bankruptcy Act, 11 U.S.C. § 101 et seq., or shall fail to pay any award(s), approved settlement(s) or any other existing, future and potential liabilities or obligations of the employer or his, her their, or its agents, heirs, successors, personal representatives and assigns, under the Workers' Compensation Law within thirty (30) days after same become(s) final (after the employer has exhausted his rights of review and appeal under the Workers' Compensation Law then upon order or demand of the Division of Workers' Compensation, to the escrowee its successor and assigns the said escrowee its successors and assigns shall within ten (10) days (selling at the current market price if necessary any and all securities deposited) pay to the Division of Workers' Compensation, its agents, successors, assigns and/or designees, out of the escrow funds deposited, and out of the funds obtained from the sale of the securities, if sold, the full amount of the escrow funds as specified by said Division, in said order or demand, so that the Division, its agents, successors, assigns and/or designees, may apply the escrow funds to such existing, future and potential obligations of the employer under the Workers' Compensation Law and the rules and regulations that now or may hereafter be adopted by said Division with respect to the same. Provided, that the obligation of the escrowee, its successors and assigns, to make payment hereunder shall be in the amount determined by the Division, but in no event shall exceed the amount of the escrow funds and the actual proceeds received from the sale of the escrow funds; and provided further, that if said escrowee, its successors and assigns, on account of acts or facts beyond said party's control (as for example, bank moratoriums or holidays), shall be prevented from making sale of said escrow funds, then, and in that event only, said escrowee, its successors and assigns, shall have additional time to make said sale or sales and shall sell said escrow funds as above provided as soon after said

ten (10) day period as may be reasonably possible.

In the event of failure by the escrowee its successors and assigns to pay said escrow funds within ten days or as soon after ten days as may be reasonably possible after a delay on account of acts or facts beyond said party's control, the Division of Workers' Compensation shall be entitled to costs of enforcement of this agreement including, but not limited to, attorneys fees and costs, separate from and additional to the amount of the escrow funds as specified by the Division in its order or demand payable from the escrowee, its successors and assigns.

Moneys collected by or on behalf of the Division of Workers' Compensation its agents, successors, assigns and/or designees and dispersed to the Missouri Private Sector Individual Self-Insurers Guaranty Corporation shall be vested in the Missouri Private Sector Individual Self-Insurers Guaranty Corporation and shall not be deemed state property and shall not be subject to appropriation by the legislature, the treasurer or any other state agency.

It is further expressly agreed by and between the employer and his, her, their, or its agents, heirs, successors, personal representatives and assigns, and the escrowee, its successors and assigns, that in the event the amount of the escrow funds shall subsequently be increased by order of the Division of Workers' Compensation, such additional escrow funds deposited with the escrowee, its successors and assigns, shall be subject to the same agreements as heretofore and hereafter set out for the initial deposit; and

It is further expressly agreed by and between the employer and his, her, their, or its agents, heirs, successors, personal representatives and assigns, and the escrowee, its successors and assigns, that as interest becomes due upon the escrow funds, said interest shall be collected by the escrowee, its successors and assigns, and paid over to the employer and his, her, their, or its agents, heirs, successors, personal representatives and assigns; and

It is further expressly agreed by and between the employer and his, her, their, or its agents, heirs, successors, personal representatives and assigns, and the escrowee, its successors and assigns, that the escrow funds placed in escrow by the employer and his, her, their, or its agents, heirs, successors, personal representatives and assigns, cannot be expended, removed, withdrawn, or replaced, except for reinvestment as herein provided or on order or demand of the Division of Workers' Compensation; and

It is further expressly understood and agreed by and between the employer and his, her, their, or its agents, heirs, successors, personal representatives and assigns, and the escrowee, its successors and assigns, that the escrowee, its successors and assigns, shall act upon the order or demand of the Division of Workers' Compensation as herein provided without being held responsible for, or under any requirement to make investigation as to the existence or non-existence of, any preliminary requirements to justify the order or demand of the Division.

This agreement shall be governed by the laws of the State of Missouri and the rules and regulations that now or may hereafter be adopted by the Division.

Executed in triplicate at Kansas City,

State of Missouri,

This \_\_\_\_\_

day of \_\_\_\_\_,

A.D. 2020.

| FIRST PART  | OFFICIAL CAPACITY                   |             |                   |
|---|-------------------------------------|-------------|-------------------|
| Employer Signature                                | Official Capacity                   |             |                   |
| Escrowee Signature                                | Official Capacity<br>Vice President |             |                   |
| Address<br>928 Grand Ave., 12 <sup>th</sup> Floor | City<br>Kansas City                 | State<br>MO | ZIP Code<br>64106 |

**SIDE LETTER AGREEMENT TO MISSOURI DEPARTMENT OF LABOR AND  
INDUSTRIAL RELATIONS (THE "DIVISION") ESCROW AGREEMENT**

THIS Side Letter Agreement dated April \_\_, 2020 between Jackson County, Missouri (the "**Employer**"), and UMB Bank, n.a., a national banking association organized and existing under the laws of the United States of America, as escrow agent (the "**Escrowee**") supplements that certain Escrow Agreement dated April \_\_, 2020 (the "**Escrow Agreement**") by and between Employer and the Escrow Agent. Unless otherwise defined herein all capitalized terms used in this Side Letter have the meanings ascribed to such terms in the Escrow Agreement. This Side Letter and the Escrow Agreement are collectively referred to herein as the "**Agreement.**"

In addition to the terms and conditions set forth in the Escrow Agreement, the Employer and the Escrow Agent hereby further agree as follows:

1. Investment of Funds. All funds deposited with the Escrowee will be invested in accordance with the written direction of the Employer. In the absence of written investment direction, the Escrowee is hereby directed to hold cash received un-invested. The Escrowee shall be entitled to sell or redeem any such investment as necessary to make any distributions required under the Agreement and shall not be liable or responsible for any loss resulting from any such sale or redemption. Income, if any, resulting from the investment of the such funds shall be retained by the Escrowee and shall be considered, for all purposes of this Agreement, to be part of the funds held under this Agreement.

2. Duties of the Escrowee. The Escrowee shall have no duties or responsibilities other than those expressly set forth in the Agreement, and no implied duties or obligations shall be read into the Agreement against the Escrowee.

The Escrowee is not a party to, or bound by any other agreement among the Employer and the Division, and the Escrowee's duties shall be determined solely by reference to the Agreement. The Escrowee shall have no duty to enforce any obligation of any person, other than as provided herein. The Escrowee shall be under no liability to anyone by reason of any failure on the part of any party hereto or any maker, endorser or other signatory of any document or any other person to perform such person's obligations under any such document.

3. Liability of the Escrowee; Indemnification.

The Escrowee acts hereunder as a depository only. The Escrowee is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of the Agreement or with respect to the form of execution of the same. The Escrowee shall not be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith, and in the exercise of its own best judgment, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrowee), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is believed by Escrowee to be genuine and to be signed or presented by the proper person(s). The Escrowee shall not be held liable for any error in judgment made in good faith by an officer or employee of the Escrowee unless it shall

be proved that the Escrowee was grossly negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The Escrowee shall not be bound by any notice of demand, or any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced by a writing delivered to the Escrowee signed by the proper party or parties and, if the duties or rights of the Escrowee are affected, unless it shall give its prior written consent thereto.

The Escrowee shall not be responsible, may conclusively rely upon and shall be protected, indemnified and held harmless by Employer for the sufficiency or accuracy of the form of, or the execution, validity, value or genuineness of any document or property received, held or delivered by it hereunder, or of the signature or endorsement thereon, or for any description therein; nor shall the Escrowee be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any document, property or this Agreement.

In the event that the Escrowee shall become involved in any arbitration or litigation relating to this Agreement, the Escrowee is authorized to comply with any decision reached through such arbitration or litigation.

To the extent permitted by law, the Employer hereby agrees to indemnify, protect, save and hold harmless the Escrowee and its respective successors, assigns, agents, and services for any loss, liability, damages, penalty, claims, or expense (collectively "Losses") incurred at any time in connection herewith without gross negligence or willful misconduct on the part of the Escrowee, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, the establishment of the escrow account, the acceptance of moneys and other property deposited therein, the investment of said moneys, the retention of securities or the proceeds thereof and any payment by the Escrowee in accordance with the Agreement, including without limitation legal or other fees and the costs and expenses of defending itself against any claim of liability in the premises or any action for interpleader. The Escrowee shall be under no obligation to institute or defend any action, suit, or legal proceeding in connection herewith, unless first indemnified and held harmless to its satisfaction in accordance with the foregoing. Such indemnity shall survive the termination or discharge of this Agreement or resignation of the Escrowee.

4. Fee of the Escrowee. The Escrowee shall be entitled to fees and expenses for its regular services as the Escrowee as set forth in Exhibit A. Additionally, the Escrowee is entitled to fees for extraordinary services rendered and reimbursement of any out of pocket and extraordinary costs and expenses, including, but not limited to, attorneys' fees. The Escrowee's compensation, costs and expenses shall be paid on demand by the Employer.

5. Dispute. In the event of any disagreement between the undersigned, the Division or any person or persons named in any instructions given pursuant to this Agreement, or any other person, resulting in adverse claims and demands being made in connection with the funds deposited with the Escrowee, the Escrowee shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby the Escrowee shall not be or become liable to the Employer or any other person for its refusal to comply with such conflicts or adverse demands if it (i) follows any direction of the Division received, or (ii) follows a final order or judgment of a court of competent jurisdiction.

6. Modification. This Side Letter may be amended, modified or terminated at any time by a writing executed by Employer and the Escrowee.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Copies, teletypes, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means.

8. Headings. The section headings contained in this Agreement are inserted for convenience only, and shall not affect in any way, the meaning or interpretation of this Agreement.

9. Severability. This Agreement constitutes the entire agreement among the parties and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection herewith. In the event that any one or more of the provisions contained in this Agreement, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

10. Notices. All notices, demands and requests required or permitted to be given under the provisions of the Agreement must be in writing and shall be deemed to have been sufficiently given, upon receipt, if (i) personally delivered, (ii) sent by email and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

(i) If to Employer:

Jackson County, Missouri  
Attn: John Gordon  
415 E. 12<sup>th</sup> Street, Room 105  
Kansas City, MO 64106  
Office: 816-881-1320  
[JGordon@jacksongov.org](mailto:JGordon@jacksongov.org)

(iii) If to the Escrowee:

UMB Bank, N.A  
Attn: Nicole Tarantino  
928 Grand Blvd., 12<sup>th</sup> Floor  
Kansas City, MO 64106  
Office: 816-860-7631  
[Nicole.Tarantino@umb.com](mailto:Nicole.Tarantino@umb.com)

11. Regulatory Compliance. The Employer agrees to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. Persons) and other forms and documents that the Escrow Agent may reasonably request at the time of execution of this Agreement, and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time or the Bank Secrecy Act, as amended from time to time.

[SIGNATURE PAGES FOLLOW]

**EMPLOYER:**

JACKSON COUNTY, MISSOURI

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

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

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

**ESCROWEE:**

UMB BANK, n.a.,

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

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

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



EXHIBIT A

ESCROW FEES AND EXPENSES

**Acceptance Fee**

Review escrow agreement/side letter agreement  
and establish account \$0

**Annual Fee**

Maintain account \$600.00

Fees specified are for the regular, routine services contemplated by the Escrow Agreement, and any additional or extraordinary services, including, but not limited to disbursements involving a dispute or arbitration, or administration while a dispute, controversy or adverse claim is in existence, will be charged based upon time required at the then standard hourly rate. In addition to the specified fees, all expenses related to the administration of the Escrow Agreement (other than normal overhead expenses of the regular staff) such as, but not limited to, travel, postage, shipping, courier, telephone, facsimile, supplies, legal fees, accounting fees, etc., will be reimbursable. Acceptance and first year annual fees will be payable at the initiation of the escrow and annual fees will be payable in advance thereafter. Other fees and expenses will be billed as incurred.


**REQUEST FOR LEGISLATIVE ACTION**

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20432

Sponsor(s): Charlie Franklin

Date: May 18, 2020

|   |  |   |     |  |     |  |     |  |     |  |           |     |         |
|---|--|---|-----|--|-----|--|-----|--|-----|--|-----------|-----|---------|
| SUBJECT   | Action Requested<br><input checked="" type="checkbox"/> Resolution<br><input type="checkbox"/> Ordinance<br>Project/Title: A resolution authorizing the County to execute agreements with the Division of Workers' Compensation and UMB Bank for the purpose of self-insuring under the laws of the State of Missouri.   |   |     |  |     |  |     |  |     |  |           |     |         |
| BUDGET INFORMATION<br><i>To be completed By Requesting Department and Finance</i> | <table border="1" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:<br/>FROM:</td> <td style="text-align: right;">FROM ACCT</td> </tr> <tr> <td>TO:</td> <td style="text-align: right;">TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION:<br><input type="checkbox"/> No budget impact (no fiscal note required)<br><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br>Department: _____ Estimated Use: _____<br><br>Prior Year Budget (if applicable): _____<br>Prior Year Actual Amount Spent (if applicable): _____ | Amount authorized by this legislation this fiscal year: | \$0 | Amount previously authorized this fiscal year: | \$0 | Total amount authorized after this legislative action: | \$0 | Amount budgeted for this item * (including transfers): | \$0 | Source of funding (name of fund) and account code number:<br>FROM: | FROM ACCT | TO: | TO ACCT |
| Amount authorized by this legislation this fiscal year:                           | \$0  |   |     |  |     |  |     |  |     |  |           |     |         |
| Amount previously authorized this fiscal year:                                    | \$0  |   |     |  |     |  |     |  |     |  |           |     |         |
| Total amount authorized after this legislative action:                            | \$0  |   |     |  |     |  |     |  |     |  |           |     |         |
| Amount budgeted for this item * (including transfers):                            | \$0  |   |     |  |     |  |     |  |     |  |           |     |         |
| Source of funding (name of fund) and account code number:<br>FROM:                | FROM ACCT  |   |     |  |     |  |     |  |     |  |           |     |         |
| TO:   | TO ACCT  |   |     |  |     |  |     |  |     |  |           |     |         |
| PRIOR LEGISLATION   | Prior ordinances and (date): _____<br>Prior resolutions and (date): _____  |   |     |  |     |  |     |  |     |  |           |     |         |
| CONTACT INFORMATION   | RLA drafted by (name, title, & phone): John Gordon, Treasurer, 816.881.1320  |   |     |  |     |  |     |  |     |  |           |     |         |
| REQUEST SUMMARY   | A resolution authorizing the County to execute agreements with the Division of Workers' Compensation and UMB Bank for the purpose of self-insuring under the laws of the State of Missouri.<br><br>Jackson County previously had agreements in place with the Division of Worker's Compensation and Commerce Bank.<br><br>The agreement with the Division of Worker's Compensation requires that the County place in escrow with a bank or trust company in the State of Missouri, acceptable to the Division, direct obligations (either bonds or notes or bills) of the United States in the amount of \$675,000.00 value, or cash in said sum, in lawful United States Dollars.<br><br>In addition, UMB has requested that an additional "Side Letter Agreement" be executed between the County and UMB Bank.   |   |     |  |     |  |     |  |     |  |           |     |         |
| CLEARANCE   | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A<br><input type="checkbox"/> Business License Verified (Purchasing & Department)<br><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)   |   |     |  |     |  |     |  |     |  |           |     |         |
| COMPLIANCE  | <input type="checkbox"/> MBE Goals<br><input type="checkbox"/> WBE Goals<br><input type="checkbox"/> VBE Goals   |   |     |  |     |  |     |  |     |  |           |     |         |
| ATTACHMENTS REVIEW  | State of MO WC Form; MO Division of Worker's Comp Escrow Agreement Side Letter<br>Department Director:  Date: 5-13 2020<br>Finance (Budget Approval): N/A Date: _____<br>(if applicable)  |   |     |  |     |  |     |  |     |  |           |     |         |

|   |                        |
|---|------------------------|
| Division Manager: <i>[Signature]</i>          | Date: <i>5-14-2020</i> |
| County Counselor's Office: <i>[Signature]</i> | Date: <i>5/14/20</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 and transfer 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.