



Jackson County Health Department Weekly Snapshot

6/3/2020

COVID-19 Data

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

JACOHD

- Total Positive Cases- 624
- Total Hospitalizations- 96
- Total Deaths- 20
- Presumed Recoveries-274
- Tests Administered – 15,875

KC Region

- Total Cases- 5,430
- Total Deaths- 205

Current Outbreaks

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

The Parkway Senior Living

- 20 cases, 3 deaths

Lee's Summit Pointe

- 53 cases, 4 deaths

Oak Grove Nursing & Rehab

- 19 cases, 3 deaths

Side by Side (group home)

- 6 cases, 0 deaths

JACOHD/TMC

Sponsored Testing

Ongoing weekly widespread testing at outbreak facilities

Symptomatic Testing

- Call 816-404-CARE
- Report symptoms to the Jackson County Health Department via online [symptom self-report form](#).
- Tuesday, June 2nd
10 am – 2 pm
Metro Christian Church Parking Lot
2217 Highgrove Rd
Grandview, MO 64030
- Thursday, June 4th
10 am – 2 pm
Journey Church International
1601 SW St Route 150
Lee's Summit, MO 64082

PPE Supply

The PPE burn rate exceeds the supply rate

Testing Supply

Varies. The health department's priority for testing is being given to those with symptoms and to outbreak facilities. Current resources (supplies and staff) to conduct testing are minimal.

JCDC Testing

JACOHD has procured 1,000 test kits from DHSS for widespread testing at the JCDC.

Weekly Regional Coordination Meetings

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

DEFEATED JUN 03 2020

Inter-Governmental Committee
Amendment to the Substitute
June 1, 2020

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 not to exceed \$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 not to exceed \$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? The proceeds of this fee shall be deposited in the County's special E-911 System Fund and not comingled with the general funds of the County, to be expended solely for the purpose set for herein.

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, and the Legislature's adoption of an Ordinance setting the actual fee within the parameters set out in Section 3 hereof. If a majority of the votes cast on the question by the qualified voters voting thereon are in favor of the question and the Legislature

parameters set out in Section 3 hereof. If a majority of the votes cast on the question by the qualified voters voting thereon are in favor of the question and the Legislature subsequently adopts an Ordinance setting the actual fee, 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 not exceed 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:

Jim D. Holden
Chief Deputy County Counselor

Bryan O. Cousins
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5338 introduced on May 18, 2020, was duly ~~defeated~~ on June 3, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 1

Nays 6

Abstaining 0

Absent 2

DEFEATED JUN 03 2020

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

6.3.2020
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5338.

Date

Frank White, Jr., County Executive

Ordinance #5351 Compliance Report

Mary Jo Spino

From: Thomas J. Wyrsh
Sent: Wednesday, June 3, 2020 1:34 PM
To: Jay D. Haden
Cc: Mary Jo Spino
Subject: RE: EXTERNAL Jackson County MBE/WEB Program Compliance Review

Jay, I will enter this into the system and they will be in compliance. Renewal date 12/31/2020. When I submit their Certificate of Compliance to them they will then need to send in a copy of their Affirmative Action or Equal Employment Opportunity Policy. This ordinance can proceed. Thanks.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing section 1810., Jackson County Code, 1984, relating to court costs, and enacting, in lieu thereof, one new section relating to the same subject.

ORDINANCE NO. 5355, June 8, 2020

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, a periodic review has indicated that certain subsections of the Jackson County Code relating to court costs, fees, and surcharges that are chargeable in County Municipal Court upon a conviction of an ordinance offense after trial or plea of guilty, require revision to ensure consistency with Missouri Law; and,

WHEREAS, such a revision is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

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

Section A. Enacting Clause

Section 1810., Jackson County Code, 1984, is hereby repealed and one new section enacted in lieu thereof, to be known as section 1810., to read as follows:

1810. Court Costs.

1810.1 Generally.

Costs and procedures in the County Municipal Court shall be governed by the provisions of law relating to municipal ordinance violations in municipal divisions of circuit courts.

1810.2 Specific Costs.

Specific items of court costs are as follows:

- a. A fee of twelve dollars (\$12.00) shall be levied for each ordinance violation filed before a county municipal judge and in the event that a defendant pleads guilty or is found guilty, the judge may assess costs against the defendant. Except as otherwise provided, the costs of this subsection are in lieu of other court costs. The costs herein provided shall be collected by the authorized clerk and deposited into the county treasury. Section 488.012(6), RSMo.
- b. A surcharge of two dollars (\$2.00) shall be assessed for the violation of a county ordinance. No such surcharge shall be assessed when the proceeding or defendant has been dismissed by the court or when costs are to be paid by the county. The surcharges collected pursuant to this subsection shall be transmitted to the County Director of Finance and Purchasing for deposit in a fund law enforcement training in accordance with section 488.5336.1, RSMo.
- c. A surcharge of one dollar (\$1.00) shall be assessed for the violation of a county ordinance. No such surcharge shall be assessed when the proceeding or defendant has been dismissed by the court or when costs are to be paid by the county. The surcharges collected pursuant to this subsection shall be transmitted to the State Treasury to the credit of the peace officer standards and training commission fund created in section 590.178, RSMo. Section 488.5336.2, RSMo.
- d. A surcharge of four dollars (\$4.00) shall be assessed for the violation of a county ordinance, except that no surcharge shall be collected when the proceeding or defendant has been dismissed by the court or when costs are to be paid by the county. The surcharges levied pursuant to this subsection shall only be used for the purpose of providing operating expenses for shelters for battered persons as defined in sections 455.200 to 455.230, RSMo. Section 488.607, RSMo. (Ord. 4690, Eff. 11/17/14)
- e. A surcharge of seven dollars and fifty cents (\$7.50) for the "Crime Victims' Compensation Fund" shall be assessed as costs and distributed in the manner provided in section 595.045, RSMo, for violation of any county ordinance, except that no surcharge shall be collected when the proceeding or defendant has been dismissed by the court or when costs are to be paid by the county. 488.5339, RSMo.
- f. In addition to any other penalties imposed, the court may order a defendant who pleads guilty or is found guilty of violation of or any alcohol or drug-related traffic offense to reimburse the County for the costs associated with his arrest, including the reasonable cost of making the

arrest, the cost of any chemical tests to determine the alcohol or drug content of the defendant's blood, and the cost of processing, charging, booking and holding the defendant in custody. The Sheriff may establish a schedule of such costs for submission to the court. The costs herein provided shall be collected by the authorized clerk and deposited into the county treasury for deposit in a fund for the provision of services by sheriff. Section 488.5334, RSMo.

g. A surcharge of one dollar (\$1.00) shall be assessed for violation of a county ordinance, except that no such surcharge shall be assessed when the proceeding or defendant has been dismissed by the court or when costs are to be paid by the county. Such surcharge shall be collected by the clerk of the court and paid to the credit of the independent living center fund established by section 178.653. RSMo. Section 488.5332, RSMo.

h. A surcharge of [one] five dollars (\$[1]5.00) shall be assessed for violation of a county ordinance, except that no such surcharge shall be collected when the proceeding or defendant has been dismissed by the court or when costs are to be paid by the county. Half of all moneys collected pursuant to this subsection shall be payable to the state treasurer for deposit to the credit of the "Missouri Office of Prosecution Services Fund" created by section 56.765.2, RSMo. Half of all moneys collected shall be payable to the county treasurer who shall deposit all of such funds into the county treasury in a separate fund to be used solely for the purpose of additional training for prosecuting attorneys and their staffs in accordance with the requirements of section 56.765.3, RSMo. Section 488.5017, RSMo.

i. A fee of [twenty-five] ten dollars (\$[25]10.00) shall be assessed for violation of a county ordinance, except that no such fee shall be collected when the proceeding or defendant has been dismissed by the court or when costs are to be paid by the county. All such fees shall be payable to the county treasurer, who shall deposit those funds in the county treasury. Section 488.4014.1 RSMo.

j. A surcharge in the amount of two dollars (\$2.00) shall be assessed for the violation of a county ordinance, which surcharge, when collected, shall be paid into the state treasury to the credit of the spinal cord injury fund created in section 304.027, RSMo. No such surcharge shall be collected when the court has dismissed the charge against the defendant, or when the costs are to be paid by the county. Section 304.027.2, RSMo.

k. A surcharge in the amount of one dollar (\$1.00) shall be assessed as costs for the violation of a county ordinance, which surcharge, when collected, shall be paid into the state treasury to the credit of the motorcycle safety trust fund created by section 302.137.1, RSMo. No such surcharge

shall be collected when the court has dismissed the charge against the defendant, or when the costs are to be paid by the county. Section 302.137.2 RSMo.

l. A surcharge in the amount of two dollars (\$2.00) shall be assessed as costs for the violation of a county ordinance, which surcharge, when collected, shall be paid into the state treasury to the credit of the [head] brain injury fund created by section 304.028.1, RSMo. No such surcharge shall be collected when the court has dismissed the charge against the defendant, or when the costs are to be paid by the county. Section 304.028.2, RSMo.

m. A [fee] surcharge of two dollars (\$2.00) shall be assessed for violation of a county ordinance, except that no such fee shall be collected when the proceeding or defendant has been dismissed by the court or when costs are to be paid by the county. All such [fees] surcharges shall be payable to the county treasurer, who shall deposit those funds in an Inmate Prisoner Detainee Security Fund, to be utilized to develop biometric identification systems to ensure that inmates can be properly identified and tracked within the county jail system. Section 488.5026.1, RSMo.

n. A surcharge in the amount of four dollars (\$4.00) shall be assessed as costs for the violation of a county ordinance, which surcharge, according to section 56.807 RSMo, shall be utilized by the county treasurer for payments required to be made pursuant to section 56.807, RSMo for the Missouri Prosecuting Attorneys and Circuit Attorneys Retirement Fund. No such surcharge shall be collected when the court has dismissed the charge against the defendant, when the costs have been waived or are to be paid by the county [or against any person who has pled guilty and paid his or her fine in the central violations bureau established pursuant to section 476.385.4, RSMo]. Section 56.807.7(1).

o. A surcharge in the amount of two dollars (\$2.00) shall be assessed as costs for the violation of a county traffic ordinance in which the defendant has pleaded guilty, according to the requirements of section 211.435, RSMo. No such surcharge shall be collected in any proceeding involving a violation of an ordinance when the court has dismissed the charge against the defendant, or when costs are to be paid by the county. Such surcharge shall be collected and disbursed by the clerk of the court as provided by sections 488.010-.020, RSMo. The surcharge collected under this subsection shall be paid into the state treasury to the credit of the juvenile justice preservation fund created by section 211.435, RSMo. The provisions of this subsection shall expire on August 28, 2024. Section 211.435.2 RSMo

p. A surcharge in the amount of three dollars (\$3.00) shall be assessed as costs for the violation of a county ordinance, which surcharge, according

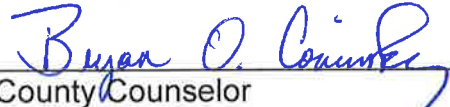
to section 488.024, RSMo, shall be utilized by the county treasurer for payments required to be made pursuant to section 488.024, RSMo for the Sheriff's Retirement Fund. No such surcharge shall be collected in any proceeding involving a violation of an ordinance when the court has dismissed the charge against the defendant, or when costs are to be paid by the county. Section 488.024, 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. 5355 introduced on June 8, 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. 5355.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$15,927.00 from the undesignated fund balance of the 2020 County Improvement Fund, representing payments of insurance proceeds to be used to replace electronic items for the jury room in the downtown Jackson County Courthouse and related costs, necessitated by water damage from February 2019.

ORDINANCE NO. 5356, June 8, 2020

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the County has received insurance proceeds to be used to fund repairs to and the restoration of the downtown Jackson County Courthouse and related costs, necessitated by water damage; and,

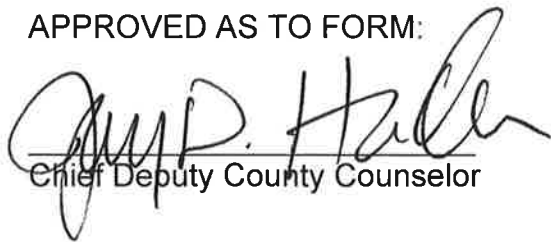
WHEREAS, an appropriation is necessary to place the received funds in the proper spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2020 County Improvement Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
County Improvement Fund 013-9999	32810- Undesignated Fund Balance	\$15,927	
DTCH Flood-Insurance 013-1240	58170- Other Equipment		\$15,927

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. 5356 introduced on June 8, 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.5356.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 013 9999 32810
ACCOUNT TITLE: County Improvement Fund
Undesignated Fund Balance
NOT TO EXCEED: \$15,927.00

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: 013 1240 58170
ACCOUNT TITLE: County Improvement Fund
DTCH Flood Insurance
Other Equipment
NOT TO EXCEED: \$15,927.00

Date

Chief Administrative Officer

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

ACCOUNT NUMBER: 013 9999 32810
ACCOUNT TITLE: County Improvement Fund
Undesignated Fund Balance
NOT TO EXCEED: \$15,927.00

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: 013 1240 58170
ACCOUNT TITLE: County Improvement Fund
DTCH Flood Insurance
Other Equipment
NOT TO EXCEED: \$15,927.00

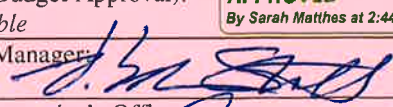
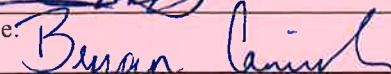
6-4-2020
Date


Chief Administrative Officer

EXECUTIVE OFFICE

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: **JUN 02 2020**
 Res/Ord No.: **5356**
 Sponsor(s): **Theresa Cass Galvin**
 Date: **June 8, 2020**

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: An ordinance requesting the appropriation of \$15,927 from the undesignated fund balance of the County Improvement Fund insurance proceeds in order to purchase electronic items for the jury room that were damaged by the 2/3/19 burst pipe in the Downtown Courthouse.													
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$15,927</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$120,000</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$15,927</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: FROM: 013-County Improvement Fund; 9999-Non-Specific; 32810-Undesignated Fund Balance</td> <td style="text-align: right; vertical-align: top;">FROM ACCT \$15,927</td> </tr> <tr> <td>TO: 013-County Improvement Fund; 1240-DTCH Flood-Insurance; 58170-Other Equipment</td> <td style="text-align: right; vertical-align: top;">TO ACCT \$15,927</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p>		Amount authorized by this legislation this fiscal year:	\$15,927	Amount previously authorized this fiscal year:	\$120,000	Total amount authorized after this legislative action:	\$15,927	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number: FROM: 013-County Improvement Fund; 9999-Non-Specific; 32810-Undesignated Fund Balance	FROM ACCT \$15,927	TO: 013-County Improvement Fund; 1240-DTCH Flood-Insurance; 58170-Other Equipment	TO ACCT \$15,927
Amount authorized by this legislation this fiscal year:	\$15,927													
Amount previously authorized this fiscal year:	\$120,000													
Total amount authorized after this legislative action:	\$15,927													
Amount budgeted for this item * (including transfers):	\$0													
Source of funding (name of fund) and account code number: FROM: 013-County Improvement Fund; 9999-Non-Specific; 32810-Undesignated Fund Balance	FROM ACCT \$15,927													
TO: 013-County Improvement Fund; 1240-DTCH Flood-Insurance; 58170-Other Equipment	TO ACCT \$15,927													
OTHER FINANCIAL INFORMATION:	<input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____ Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____													
PRIOR LEGISLATION	Prior ordinances and (date): 5205 (3/11/19); 5211 (3/25/19); 5228 (5/20/19); 5232 (6/10/19); 5235 (6/10/19); 5237 (7/1/19); 5240 (7/22/19); 5258 (9/9/19); 5280 (10/21/19); 5332 (5/11/20) Prior resolutions and (date): 20199 (7/15/19)													
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Bob Crutsinger, Director of Finance & Purchasing, 881-3120													
REQUEST SUMMARY	Requesting an appropriation from the undesignated fund balance of the County Improvement Fund for the purchase of TVs and speakers to replace items damaged in the 2/3/19 flood of the Downtown Courthouse. Requesting appropriation into the following account: 013-1240-58170													
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)													
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals													
ATTACHMENTS	3 Quotes from Harvest AV Solutions													
REVIEW	Department Director: bcrutsinger@jacksongov.org <small>Digitally signed by bcrutsinger@jacksongov.org DN: cn=bcrutsinger@jacksongov.org Reason: Approved Date: 2020.06.01 14:19:47 -0500</small>	Date: _____												
	Finance (Budget Approval): APPROVED <i>If applicable</i> By Sarah Matthes at 2:44 pm, Jun 01, 2020	Date: _____												
	Division Manager: 	Date: 6-4-2020												
	County Counselor's Office: 	Date: 6/4/20												

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:
013-9999-32810	General Fund-Non-Specific-Undesignated Fund Balance	\$15,927

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

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

Date: May 27, 2020

ORD # 5356

Department / Division	Character/Description	From	To
County Improvement Fund - 013			
9999	32810 - Undesignated Fund Balance	15,927	
1240-DTCH Flood-Insurance	58170 - Other Equipment		15,927
<div style="border: 1px solid green; padding: 2px; display: inline-block;"> APPROVED <i>By Sarah Matthes at 10:45 am, May 27, 2020</i> </div>		\$ 15,927	\$ 15,927
Budgeting			



CIRCUIT COURT OF JACKSON COUNTY
 415 EAST 12TH STREET
 PURCHASING ROOM 8M EAST
 KANSAS CITY, MISSOURI 64106-2706
 (816) 881-1309

PURCHASE ORDER	
This number must appear on all packing slips, shipping documents, packages and invoices.	
PO - JR01 - 44306	
Page Number 1 of 4	Purchasing Order Date 05/21/2020

SHIP TO COURT SERVICES STORE ROOM
 ROOM 800
 415 EAST 12TH STREET
 KANSAS CITY, MO 64106

FEDERAL TAX EXEMPT NO. 43-91-0217K
 STATE SALES TAX EXEMPT SEC. 39 (10)
 ARTICLE 3, MISSOURI CONSTITUTION
 MISSOURI TAX I.D. 12495671

VENDOR HARVEST PRODUCTIONS INC
 1340 BURLINGTON
 NORTH KANSAS CITY, MO 64116

DELIVERY DATE: 06/30/2020
 DELIVERY HOURS - MON TO FRI 8:00 AM - 4:00 PM

BUYER NAME TERRY SHEPARD			BUYER PHONE NUMBER 816-881-1309		REQUESTED BY DAVIS/C		
BID # 2353-19-25			F.O.B. DESTINATION	DELIVERY INSIDE DELIVERY REQUIRED		REQ # CR-8003722-000	
Line No.	Quantity	Unit	Item Description			Unit Price	Amount
1	1.00	LT	Repair Existing Sound System Including new installations as required from damages from building flood			6,238.06	6,238.06
PREVAILING WAGE REQUIRED							

This order is subject to the terms and conditions accompanying this document and acceptance of this order constitutes an acceptance of all the terms and conditions set forth as well as those shown or referred to on the face of this order.

Please Render Invoice To:

CIRCUIT COURT OF JACKSON COUNTY
 415 E 12th St
 Purchasing Office
 8M east
 KANSAS CITY, MO 64106-2706
 , MO 64106-2706

Court Administrator
 Mary A. Marquez

FOR FASTER PAYMENT, INVOICES MAY BE E-MAILED IN PDF FORMAT TO: circuit16ap@courts.mo.gov



CIRCUIT COURT OF JACKSON COUNTY
 415 EAST 12TH STREET
 PURCHASING ROOM 8M EAST
 KANSAS CITY, MISSOURI 64106-2706
 (816) 881-1309

PURCHASE ORDER	
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PO - JR01 - 44306	
Page Number 2 of 4	Purchasing Order Date 05/21/2020

SHIP TO COURT SERVICES STORE ROOM
 ROOM 800
 415 EAST 12TH STREET
 KANSAS CITY, MO 64106

FEDERAL TAX EXEMPT NO. 43-91-0217K
 STATE SALES TAX EXEMPT SEC. 39 (10)
 ARTICLE 3, MISSOURI CONSTITUTION
 MISSOURI TAX I.D. 12495671

VENDOR HARVEST PRODUCTIONS INC
 1340 BURLINGTON
 NORTH KANSAS CITY, MO 64116

DELIVERY DATE: 06/30/2020

DELIVERY HOURS: MON TO FRI 8:00 AM - 4:00 PM

		<p>Implementation \$1,120.50 AV Solutions IMP Installation AV Solutions IMP Programming AV Solutions IMP System Commissioning</p> <p>System Equipment: \$4,968.51 AT-UHD 1 Atlona PRO3 Switcher 2-EV Ceiling Speaker 1 Extron TLPPro725T Touch Panel 2 Samsung 43" TV</p> <p>Total \$6,236.06</p> <p>Includes materials as required</p> <p>Scheduled date of service: TBD (see contact info below) Job location: Jury Room 3rd Floor KC</p> <p>This job is classified as Prevailing Wage. Annual wage order #26; section 048. Incremental increase dated: March 2019_</p> <p>Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract (section 290-250, RSMo).</p> <p>The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under this contract by the contractor or by any subcontractor. (section 290.250, RSMO) For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060.</p> <p>The contractor and all subcontractors to the contract must require all onsite employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.</p> <p>The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or</p>		
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			<p>subcontractor, for each calendar day, of portion thereof, such employee is employed without the required training. (Section 292.675, RSMo). Vendor must notify Circuit Court Purchasing if a wage subsidy, bid supplement, or rebate was provided, and if so, if it was provided lawful. The amount and date of such subsidy, supplement or rebate must be reported to the Circuit Court within 30 days of receipt of payment (section 290.095, RSMo).</p> <p>Vendor must also comply with The Right to Work Law. Responsibility Act of 1996 (ILIRIRA 96") and INA Section 274A of the federal government. Vendor must strictly adhere to all prevailing wage laws which include providing certified copies of payroll, completion of the Compliance Affidavit, E-verify documentation, 10 hour OSHA cards and Certificate of Insurance before the Circuit Court of Jackson County will approve invoices for payment.</p> <p>Per Bid Requirements; before work may commence vendor must supply the following documents to Circuit Court Purchasing: Certificate of Liability Insurance (to include an endorsement naming Circuit Court as additional insured) For purchases \$50,000.00 and over vendor must provide a 100% payment and performance bond as required by the State of Missouri.</p> <p>Change Orders: A written change order MUST be issued by Circuit Court prior to commencing any additional work not authorized in the Bid Document or original Purchase Order. Work performed without this authorization shall be at the contractor's sole risk and expense.</p> <p>Vendor to Refer to bid number: 2353-19-25 for all other terms and conditions.</p> <p>The purchase order number 44306 must be included on all invoices and Prevailing Wage Documentation.</p> <p>Prevailing Wage Rates under this contract: Communications Tech: \$57.27 General Labor: \$44.64</p>		
--	--	--	---	--	--

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DELIVERY DATE: 06/30/2020
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		<p>Submit invoice along with Certified Payroll and Compliance Affidavit to Circuit Court of Jackson County 415 East 12th Street Room 8M East; Terry Shepard Kansas City, MO 64106</p> <p>For questions regarding this procurement or Purchase Order contact Terry Shepard at tshepard@courts.mo.gov</p> <p>Contact Terry Shepard at 816-881-1309 for job scheduling and project management.</p> <p>This purchase order is issued in accordance with County Counselors Advisory Opinion Number 75-5 and Administrative Order 2012-115.</p> <p>***** Court Use Only!</p>		
			TOTAL	6,238.06

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TERMS AND CONDITIONS

1. All invoices and correspondences shall indicate Purchase Order number be rendered and contain full description information on items or services furnished. Separate invoices shall be furnished for each order.
2. The Circuit Court will not be responsible for articles or services furnished without a purchase order. All changes to the original order must be authorized with written notification from the Circuit Court.
3. All materials shall be properly packaged and identified by Purchase Order number. Damaged materials will not be accepted.
4. Risk of loss or damage to goods prior to their receipt and acceptance by the Circuit Court shall be the responsibility of the vendor.
5. Rejected material will be returned to the vender at his/her risk and expense.
6. Inspection and acceptance will be made at the FOB delivery point, (inside delivery required unless otherwise specified).
7. All containers or reels shall remain the property of the Circuit Court unless otherwise specified.
8. The Circuit Court is exempt from any sales, excise, or Federal transportation taxes.
9. The Circuit Court may grant additional time for delivery if the Circuit Court is responsible for the delay, or if the delay is proven to be beyond the control of the vender. Such grant must be in writing from the Circuit Court.
10. Quantities specified in the order shall not be exceeded.
11. It is agreed that goods delivered shall comply with all Federal, State, or local laws relative thereto and that the vender shall defend actions or claims brought and save harmless the Circuit Court from loss, cost or damage by reason of actual or alleged patent infringement.
12. The vender agrees to comply with all Federal and State Laws, and local ordinances where applicable, relating to labor practices and discrimination in the employment of persons.
13. All prices must be FOB delivery point. Where specified purchase is negotiated FOB shipping point, the vender is to prepay shipping charges and indicate these charges as a separate item on his invoice.
14. In case of default of the contractor the Circuit Court may procure the articles or services from other sources and charge the vender as liquidated damages any excess cost or damages occasioned thereby.
15. The Circuit Court reserves the right to cancel all or any part of this order if the shipment is not made as promised. The Circuit Court should be notified if shipment cannot be made as promised.
16. The vender, by acceptance of this order, certifies that to the best of his knowledge or belief no elected or appointed official of Jackson County, Missouri, is financially interested, directly or indirectly in the purchase of the goods or services specified on the order.
17. It is the policy of the Circuit Court of Jackson County, Missouri to encourage the purchase of products manufactured or assembled in the United States.

Revised 4/3/08

ESTIMATE

To: Jackson County Courthouse
Address: 415 E. 12th Street
Kansas City, MO 64106

Prepared For: Terry Shepard
Phone: 881-1309
E-mail: terry.shepard@mo.courts.gov

System Type: AUDIO SYSTEM
Date: 2/17/2019



Prepared By: Jason Holmes
Project Number: 2172019JMH2155

CONTRACTURAL TERMS

DELIVERY

Estimated delivery and completion time frames for the project stages are as follows:

- * Installation Drawings, Power & Conduit Requirements 10-15 days
- * Equipment Procurement 30-80 days
- * Substantial Completion of System 90-120 days

In the event of discrepancy this contractual document governs any verbal communication concerning delivery dates of completed systems.

ELECTRICAL

Unless specified, any electrical power installation and requirements for the proposed system are not included in this contract and must be provided by a licensed Electrical Contractor. Either you the client can provide a licensed electrical contractor or Harvest AV Solutions can provide that service through our sub-contract network. Additional costs will apply as necessary.

WARRANTY

Harvest AV Solutions will warranty the listed proposed system in its entirety for one (1) year from completion. Harvest AV Solutions will warranty the workmanship of the proposed system for a period of five (5) years from the date of completion. Additional warranties or service maintenance agreements can be purchased and implemented at the clients request. Note: Any existing equipment reutilized for the proposed system will not be

TERMS

- 50% Deposit due upon acceptance of this agreement by signature.
- 40% Invoiced upon installation completion or monthly progress billing.
- 10% Final payment invoiced upon commissioning of system to owner.

NOTE: If invoices are not paid within 30 days of the invoice date, Harvest AV Solutions reserves the right to cease & desist all work until invoices balances are current.

This document is provided to you as an estimate, upon signature it will be considered a contractual document and binding agreement between the above listed and Harvest AV Solutions. Thank you for the opportunity to provide these services to you. Please sign and return a copy of this contract with your deposit check. If you have any questions, do not hesitate to contact us.

Sincerely,

Jason Holmes

Jason Holmes

I hereby accept the system estimate, payment terms, scope of work and division of responsibilities and understand it to be for the implementation of the above systems located at

Jackson County Courthouse
415 E. 12th Street
Kansas City, MO 64106

Accepted By _____
Date _____

Notes & Notice of Confidentiality: 2018 Harvest AV Solutions - All Rights Reserved

No part of this material may be reproduced in any form or by any means without written consent from Harvest AV Solutions. All Information including but not limited to; engineering data, product quantities, model numbers, equipment locations, methods, drawings and basic design concepts, shall remain the sole property of Harvest AV Solutions and shall not be implemented, copied or conveyed in any form or

by any means to be used directly or indirectly without the expressed written consent of Harvest AV Solutions. Unauthorized use of this material may result in civil and/or criminal prosecution. Local tax codes will govern if different than this listed below.

ITEM NO.	QTY.	MANUFACTURER	MODEL	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
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1 - Part I: Implementation

1		AV Solutions	IMP	Installation		X
		AV Solutions	IMP	Engineering/CAD/Submittals		
1		AV Solutions	IMP	Programming		X
1		AV Solutions	IMP	System Commissioning		X
		AV Solutions	IMP	Training		
		AV Solutions	IMP	Bonding & Insurances		
		AV Solutions	IMP	Lifts & Equipment		
		AV Solutions	IMP	Travel		
Total Implementation					\$	1,120.50

2 - Part II: Materials

		AV Solutions	Materials	Installation Cable		
		AV Solutions	Materials	Cables & Connectors (CAC)		
		AV Solutions	Materials	Hardware, Misc. Materials		
		AV Solutions	Materials	EntreLec J-Box Systems		
Total Materials					\$	-

3 - Part III: System Equipment

1		Atlona	AT-UHD-PRO3-44M	Switcher		
2		EV	EVID-PC6.2	Ceiling Speaker		
1		Extron	TLPPro725T	Touch Panel		
2		Samsung		43" TV		
Total System Equipment					\$	4,968.51

Subtotal \$ 6,089.01

Freight \$ 149.06

Tax \$ ~~371.40~~

Applicable state & local taxes will apply unless tax exempt documentation is provided.

TAX Exempt

System Total \$ ~~6,609.46~~

6,238.06

P.W. 26
3-19

Communications Lab 57.27
Gen. Laborer 44.64

16TH CIRCUIT COURT OF MISSOURI
REQUISITION FOR EXPENDITURES

Approx. Date Required: Requisition Item Budgeted: Yes No Is Requested Item Discretionary Budget: Yes No

DEPARTMENT NAME Court Services	DEPT. PHYSICAL LOCATION	REQUISITION NUMBER 8003722	DATE 5/7/2020	DEPT. PHONE NUMBER
--	-------------------------	--------------------------------------	-------------------------	--------------------

Item No./Stock No.	Item Description	<input type="checkbox"/> Attachment Included	UOM	Quantity	Estimated Cost	
					Unit Price	Amount
212019 JMH/2155	Jury Room Flood damage Repairs					
	County will reimburse with County RLA Per Bob					

COMMENTS:

Applicable Shipping Charges \$	
EST. TOTAL COST \$	6238 ⁰⁶
Final Total Cost \$	6609 ⁴²

CASE NUMBER/APPLICABLE NAME

	-	-5	8170	-999-	3462	-9999-	20
	-	-5		-999-		-9999-	
	-	-5		-999-		-9999-	

Fund Code Organization Obj/Account Code Cost Center Code Year

PCARD USAGE

PAYABLE VENDOR

PCard User Print Name Signature Date

Budget Officer Print Name Signature Date

FMS VENDOR CODE

504 Requester:

Print Name Signature Date

Judge/Director:

Print Name Signature Date

Director of
Court Services/
Support Services:
Approved for
Purchasing Dept.

Greg Paszkowicz
Print Name

Greg Paszkowicz
Signature

5/7/2020
Date

PURCHASING USE ONLY

ACCOUNTING USE ONLY

Buyer <i>JS</i>	Rec'd Purchasing 5-19	To Budget	From Budget	Commodity Code	504 Log Input Date	504 FMS Entry Date 5-12-2020	Clerk's Initials RF
Bid Number 2353	Count's Contract Number 2353-19-25	Item Delivery Date		Payment Type: <input type="checkbox"/> New Purchase Order <input type="checkbox"/> Direct Payment <input type="checkbox"/> Petty Cash			
Purchasing Policy Section _____ Rule _____ <input type="checkbox"/> Exempt Vendor Rotation				<input type="checkbox"/> Rec Fund <input type="checkbox"/> Drug Fund <input type="checkbox"/> Grant Fund <input type="checkbox"/> PCard <input type="checkbox"/> Warehouse Item			
Cooperative Contract Usage: <input type="checkbox"/> U.S. Communities Contract # _____				<input type="checkbox"/> Supervision Account <input type="checkbox"/> Apply to Existing PO > PO # _____			
<input type="checkbox"/> State of Missouri Contract # _____				Budget Officer <i>Email Attached</i> Signature Date			
<input type="checkbox"/> Jackson County Contract # _____ <input type="checkbox"/> KCMO Contract # _____				Accounting Mng. _____ Signature			
<input type="checkbox"/> Other _____ Contract # _____				COMMENTS			
Purchase Order No. 44-306	PO Issued/504 Completion Date 5-21-20	Buyer's Initials <i>JS</i>		<div style="border: 2px solid black; padding: 5px; display: inline-block;"> <p style="margin: 0;">RECEIVED</p> <p style="margin: 0;">MAY 11 2020</p> <p style="margin: 0;">By: <i>S. Lewis</i></p> </div>			
Vendor of Record <i>glawcof</i>							



CIRCUIT COURT OF JACKSON COUNTY
 415 EAST 12TH STREET
 PURCHASING ROOM 8M EAST
 KANSAS CITY, MISSOURI 64106-2706
 (816) 881-1309

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PO - DV04 - 44307

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FEDERAL TAX EXEMPT NO. 43-91-0217K
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 1340 BURLINGTON
 NORTH KANSAS CITY, MO 64116

DELIVERY DATE: 06/19/2020

DELIVERY HOURS - MON TO FRI 8:00 AM - 4:00 PM

BUYER NAME		BUYER PHONE NUMBER		REQUESTED BY	
TERRY SHEPARD		816-881-1309		DAVIS/C	
BID #		F.O.B.	DELIVERY	REQ #	
		DESTINATION	INSIDE DELIVERY REQUIRED	CR-8003724-000	
Line No.	Quantity	Unit	Item Description	Unit Price	Amount
1	1.00	LT	Repair and Replace Flood damaged audio system as required	5,461.85	5,461.85

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		<p>Scheduled date of service: TBD (see contact info below) Job location: Division 4, 6th Floor</p> <p>Implementation: \$1,120.50 AF Solutions IMP Installation AV Solutions IMP Programming AV Solutions IMP System Commissioning</p> <p>System Equipment \$5,341.35 1 Extron TLP 700TV Touch Panel 2 EV EVID_PC6.2 Ceiling Speaker 2 EV PC Boundary Judge's Mic 1 Acoustic Magic Voice Tracker Array Mic</p> <p>Total \$5,461.85</p> <p>This job is classified as Prevailing Wage. Annual wage order #26; section 048. Incremental increase dated: March 2019 Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract (section 290-250, RSMo). The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under this contract by the contractor or by any subcontractor. (section 290.250, RSMo) For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060. The contractor and all subcontractors to the contract must require all onsite employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, of portion thereof, such employee is employed without the required training. (Section 292.675, RSMo). Vendor must notify Circuit Court Purchasing if a wage subsidy, bid</p>		
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		<p>supplement, or rebate was provided, and if so, if it was provided lawful. The amount and date of such subsidy, supplement or rebate must be reported to the Circuit Court within 30 days of receipt of payment (section 290.095, RSMo).</p> <p>Vendor must also comply with The Right to Work Law. Responsibility Act of 1996 (H.R. 96") and INA Section 274A of the federal government.</p> <p>Vendor must strictly adhere to all prevailing wage laws which include providing certified copies of payroll, completion of the Compliance Affidavit, E-verify documentation, 10 hour OSHA cards and Certificate of Insurance before the Circuit Court of Jackson County will approve invoices for payment.</p> <p>Per Bid Requirements; before work may commence vendor must supply the following documents to Circuit Court Purchasing: Certificate of Liability Insurance (to include an endorsement naming Circuit Court as additional insured) For purchases \$75,000.00 and over vendor must provide a 100% payment and performance bond as required by the State of Missouri.</p> <p>Change Orders: A written change order MUST be issued by Circuit Court prior to commencing any additional work not authorized in the Bid Document or original Purchase Order. Work performed without this authorization shall be at the contractor's sole risk and expense.</p> <p>Vendor to Refer to bid number: 2353-19-25 for all other terms and conditions.</p> <p>The purchase order number 44307 must be included on all invoices and Prevailing Wage Documentation.</p> <p>Submit invoice along with Certified Payroll and Compliance Affidavit to Circuit Court of Jackson County 415 East 12th Street Room 8M East; Terry Shepard Kansas City, MO 64106</p> <p>For questions regarding this procurement or Purchase Order contact Terry</p>		
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		Shepard at tshepard@courts.mo.gov Contact Terry Shepard at 816-881-1309 for job scheduling and project management. This purchase order is issued in accordance with County Counselors Advisory Opinion Number 75-5 and Administrative Order 2012-115. ***** Court Use Only!		
			TOTAL	5,461.85

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3. All materials shall be properly packaged and identified by Purchase Order number. Damaged materials will not be accepted.
4. Risk of loss or damage to goods prior to their receipt and acceptance by the Circuit Court shall be the responsibility of the vendor.
5. Rejected material will be returned to the vender at his/her risk and expense.
6. Inspection and acceptance will be made at the FOB delivery point, (inside delivery required unless otherwise specified).
7. All containers or reels shall remain the property of the Circuit Court unless otherwise specified.
8. The Circuit Court is exempt from any sales, excise, or Federal transportation taxes.
9. The Circuit Court may grant additional time for delivery if the Circuit Court is responsible for the delay, or if the delay is proven to be beyond the control of the vender. Such grant must be in writing from the Circuit Court.
10. Quantities specified in the order shall not be exceeded.
11. It is agreed that goods delivered shall comply with all Federal, State, or local laws relative thereto and that the vender shall defend actions or claims brought and save harmless the Circuit Court from loss, cost or damage by reason of actual or alleged patent infringement.
12. The vender agrees to comply with all Federal and State Laws, and local ordinances where applicable, relating to labor practices and discrimination in the employment of persons.
13. All prices must be FOB delivery point. Where specified purchase is negotiated FOB shipping point, the vender is to prepay shipping charges and indicate these charges as a separate item on his invoice.
14. In case of default of the contractor the Circuit Court may procure the articles or services from other sources and charge the vender as liquidated damages any excess cost or damages occasioned thereby.
15. The Circuit Court reserves the right to cancel all or any part of this order if the shipment is not made as promised. The Circuit Court should be notified if shipment cannot be made as promised.
16. The vender, by acceptance of this order, certifies that to the best of his knowledge or belief no elected or appointed official of Jackson County, Missouri, is financially interested, directly or indirectly in the purchase of the goods or services specified on the order.
17. It is the policy of the Circuit Court of Jackson County, Missouri to encourage the purchase of products manufactured or assembled in the United States.

Revised 4/3/08

**16TH CIRCUIT COURT OF MISSOURI
REQUISITION FOR EXPENDITURES**

Approx. Date Required: _____ Requisition Item Budgeted: Yes No Is Requested Item Discretionary Budget: Yes No

DEPARTMENT NAME DIVISION 4	DEPT PHYSICAL LOCATION KC	REQUISITION NUMBER 8003724	DATE MAY 7, 2020	DEPT. PHONE NUMBER
Item No./Stock No.	Item Description <input type="checkbox"/> Attachment Included	UOM	Quantity	Estimated Cost Unit Price Amount
	FLOOD DAMAGE - AUDIO SYSTEM PROJECT # 2172019JMM2152		1	5,776.91 5,776.91
	COUNTY TO REIMBURSE WITH RLA PER BOB			

COMMENTS:

Applicable Shipping Charges \$	
EST. TOTAL COST \$	5461.85
Final Total Cost \$	5776.91

CASE NUMBER/APPLICABLE NAME

	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
Fund Code	Organization	Obj./Account Code	Cost Center Code	Year	
		9170	3402	9999	20

PAYABLE VENDOR

PCARD USAGE

PCard User Print Name _____ Signature _____ Date _____

Budget Officer Print Name _____ Signature _____ Date _____

FMS VENDOR CODE

504 Requester: Chris Dowd Print Name _____ Signature _____ Date 5/7/2020

Judge/Director: _____ Print Name _____ Signature _____ Date _____

Director of Court Services/Support Services: Greg Harkewicz Print Name _____ Signature _____ Date 5/7/2020

Approved for Purchasing Dept.

PURCHASING USE ONLY			ACCOUNTING USE ONLY				
Buyer	Rec'd Purchasing	To Budget	From Budget	Commodity Code	504 Log Input Date	504 FMS Entry Date	Clerk's Initials
						5-12-2020	AF
Bid Number	Court's Contract Number	Item Delivery Date		Payment Type: <input type="checkbox"/> New Purchase Order <input type="checkbox"/> Direct Payment <input type="checkbox"/> Petty Cash <input type="checkbox"/> Rec Fund <input type="checkbox"/> Drug Fund <input type="checkbox"/> Grant Fund <input type="checkbox"/> PCard <input type="checkbox"/> Warehouse Item <input type="checkbox"/> Supervision Account <input type="checkbox"/> Apply to Existing PO > PO # _____			
Purchasing Policy Section _____ Rule _____ <input type="checkbox"/> Exempt Vendor Rotation Cooperative Contract Usage: <input type="checkbox"/> U.S. Communities Contract # _____ <input type="checkbox"/> State of Missouri Contract # _____ <input type="checkbox"/> Jackson County Contract # _____ <input type="checkbox"/> KCMO Contract # _____ <input type="checkbox"/> Other _____ Contract # _____				Budget Officer: <u>Email Attached</u> Signature _____ Date _____ Accounting Mgr: _____ Signature _____			
Purchase Order No.	PO Issued/504 Completion Date	Buyer's Initials		COMMENTS <div style="border: 2px solid black; padding: 5px; display: inline-block; text-align: center;"> RECEIVED MAY 11 2020 BY: <u>D. Ford</u> </div>			
Vendor of Record							

DN 4

ESTIMATE

To: Jackson County Courthouse
Address: 415 E. 12th Street
Kansas City, MO 64106

Prepared For: Terry Shepard
Phone: 881-1309
E-mail: terry.shepard@mo.courts.gov

System Type: AUDIO SYSTEM
Date: 2/17/2019



Prepared By: Jason Holmes
Project Number: 2172019JMH2152

CONTRACTUAL TERMS

DELIVERY

Estimated delivery and completion time frames for the project stages are as follows:

- Installation Drawings, Power & Conduit Requirements 10-15 days
- Equipment Procurement 30-60 days
- Substantial Completion of System 90-120 days

In the event of discrepancy this contractual document governs any verbal communication concerning delivery dates of completed systems.

ELECTRICAL

Unless specified, any electrical power installation and requirements for the proposed system are not included in this contract and must be provided by a licensed Electrical Contractor. Either you the client can provide a licensed electrical contractor or Harvest AV Solutions can provide that service through our sub-contract network. Additional costs will apply as necessary.

WARRANTY

Harvest AV Solutions will warranty the listed proposed system in its entirety for one (1) year from completion. Harvest AV Solutions will warranty the workmanship of the proposed system for a period of five (5) years from the date of completion. Additional warranties or service maintenance agreements can be purchased and implemented at the clients request. Note: Any existing equipment reutilized for the proposed system will not be

TERMS

- 50% Deposit due upon acceptance of this agreement by signature.
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NOTE: If invoices are not paid within 30 days of the invoice date, Harvest AV Solutions reserves the right to cease & desist all work until invoices balances are current.

This document is provided to you as an estimate, upon signature it will be considered a contractual document and binding agreement between the above listed and Harvest AV Solutions. Thank you for the opportunity to provide these services to you. Please sign and return a copy of this contract with your deposit check. If you have any questions, do not hesitate to contact us.

Sincerely,

Jason Holmes

Jason Holmes

I hereby accept the system estimate, payment terms, scope of work and division of responsibilities and understand it to be for the implementation of the above systems located at

Jackson County Courthouse
415 E. 12th Street
Kansas City, MO 64106

Accepted By _____
Date _____

Notes & Notice of Confidentiality: 2011 Harvest AV Solutions - All Rights Reserved

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by any means to be used directly or indirectly without the expressed written consent of Harvest AV Solutions. Unauthorized use of this material may result in civil and/or criminal prosecution. Local tax codes will govern if different than this listed below

ITEM NO.	QTY.	MANUFACTURER	MODEL	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	------	--------------	-------	-------------	------------	----------------

1 - Part I: Implementation

1		AV Solutions	IMP	Installation		X
		AV Solutions	IMP	Engineering/CAD/Submittals		
1		AV Solutions	IMP	Programming		X
1		AV Solutions	IMP	System Commissioning		X
		AV Solutions	IMP	Training		
		AV Solutions	IMP	Bonding & Insurances		
		AV Solutions	IMP	Lifts & Equipment		
		AV Solutions	IMP	Travel		
Total Implementation					\$	1,120.50

2 - Part II: Materials

		AV Solutions	Materials	Installation Cable		
		AV Solutions	Materials	Cables & Connectors (CAC)		
		AV Solutions	Materials	Hardware, Misc. Materials		
		AV Solutions	Materials	EntreLec J-Box Systems		
Total Materials					\$	0

3 - Part III: System Equipment

1		Extron	TLP 700TV	Touch Panel		
2		EV	EVID-PC6.2	Ceiling Speaker		
2		EV	PC Boundary	Judge's Mic		
1		Acoustic Magic	Voice Tracker I	Array Mic		
Total System Equipment					\$	4,214.90

Subtotal **\$ 5,335.40**

Freight **\$ 126.45**

Tax **\$ ~~315.05~~**

Applicable state & local taxes will apply unless tax exempt documentation is provided.

TAX Exempt

System Total **\$ ~~5,776.91~~**

5,461.85

4,341.35

1.85



CIRCUIT COURT OF JACKSON COUNTY
 415 EAST 12TH STREET
 PURCHASING ROOM 8M EAST
 KANSAS CITY, MISSOURI 64106-2706
 (816) 881-1309

PURCHASE ORDER	
This number must appear on all packing slips, shipping documents, packages and invoices.	
PO - DV01 - 44308	
Page Number 1 of 4	Purchasing Order Date 05/22/2020

SHIP TO COURT SERVICES STORE ROOM
 ROOM 800
 415 EAST 12TH STREET
 KANSAS CITY, MO 64106

VENDOR HARVEST PRODUCTIONS INC
 1340 BURLINGTON
 NORTH KANSAS CITY, MO 64116

FEDERAL TAX EXEMPT NO. 43-91-0217K
 STATE SALES TAX EXEMPT SEC. 39 (10)
 ARTICLE 3, MISSOURI CONSTITUTION
 MISSOURI TAX I.D. 12495671

DELIVERY DATE: 06/19/2020

DELIVERY HOURS - MON TO FRI 8:00 AM - 4:00 PM

BUYER NAME TERRY SHEPARD		BUYER PHONE NUMBER 816-881-1309		REQUESTED BY DAVIS/C	
BID # 2353-19-25		F.O.B. DESTINATION	DELIVERY INSIDE DELIVERY REQUIRED	REQ # CR-8003723-000	
Line No.	Quantity	Unit	Item Description	Unit Price	Amount
1	1.00	LT	Repair and Replace Damaged Audio/Video Systems as required due to flood damage	4,226.97	4,226.97

This order is subject to the terms and conditions accompanying this document and acceptance of this order constitutes an acceptance of all the terms and conditions set forth as well as those shown or referred to on the face of this order.

Please Render Invoice To:

CIRCUIT COURT OF JACKSON COUNTY
 415 E 12th St
 Purchasing Office
 8M east
 KANSAS CITY, MO 64106-2706
 , MO 64106-2706

Court Administrator
 Mary A. Marquez

FOR FASTER PAYMENT, INVOICES MAY BE E-MAILED IN PDF FORMAT TO: circuit16ap@courts.mo.gov



CIRCUIT COURT OF JACKSON COUNTY
415 EAST 12TH STREET
PURCHASING ROOM 8M EAST
KANSAS CITY, MISSOURI 64106-2706
(816) 881-1309

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PO - DV01 - 44308	
Page Number 2 of 4	Purchasing Order Date 05/22/2020

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 KANSAS CITY, MO 64106

FEDERAL TAX EXEMPT NO. 43-91-0217K
 STATE SALES TAX EXEMPT SEC. 39 (10)
 ARTICLE 3, MISSOURI CONSTITUTION
 MISSOURI TAX I.D. 12495671

VENDOR HARVEST PRODUCTIONS INC
 1340 BURLINGTON
 NORTH KANSAS CITY, MO 64116


DELIVERY DATE: **06/19/2020**
DELIVERY HOURS - MON TO FRI 8:00 AM - 4:00 PM

		<p>Implementation: \$1,120.50 AV Solutions IMP Installation AV Solutions IMP Programming AV Solutions IMP System Commissioning</p> <p>System Equipment: \$4,136.49 2 QSC BK Touch Controller 2 EV EVID-PC6.2 Ceiling Speaker 1 EV PC Boundary Judge's Mic</p> <p>Freight \$90.48</p> <p>Total: \$4,226.97</p> <p>Scheduled date of service: TBD (see contact info below) Job location: Division 1, 4th Floor</p> <p>This job is classified as Prevailing Wage. Annual wage order #25; section 048. Incremental increase dated: _____ Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract (section 290-250, RSMo). The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under this contract by the contractor or by any subcontractor. (section 290.250, RSMO) For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060. The contractor and all subcontractors to the contract must require all onsite employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, of portion thereof, such employee is</p>		
--	--	---	--	--

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Please Render Invoice To:

CIRCUIT COURT OF JACKSON COUNTY
 415 E 12th St
 Purchasing Office
 8M east
 KANSAS CITY, MO 64106-2706
 , MO 64106-2706


 Court Administrator
 Mary A. Marquez



CIRCUIT COURT OF JACKSON COUNTY
 415 EAST 12TH STREET
 PURCHASING ROOM 8M EAST
 KANSAS CITY, MISSOURI 64106-2706
 (816) 881-1309

PURCHASE ORDER	
This number must appear on all packing slips, shipping documents, packages and invoices.	
PO - DV01 - 44308	
Page Number 3 of 4	Purchasing Order Date 05/22/2020

SHIP TO COURT SERVICES STORE ROOM
 ROOM 800
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FEDERAL TAX EXEMPT NO. 43-91-0217K
 STATE SALES TAX EXEMPT SEC. 39 (10)
 ARTICLE 3, MISSOURI CONSTITUTION
 MISSOURI TAX I.D. 12495671

VENDOR HARVEST PRODUCTIONS INC
 1340 BURLINGTON
 NORTH KANSAS CITY, MO 64116

DELIVERY DATE: 06/19/2020

DELIVERY HOURS - MON TO FRI 8:00 AM - 4:00 PM

		<p>employed without the required training. (Section 292.675, RSMo). Vendor must notify Circuit Court Purchasing if a wage subsidy, bid supplement, or rebate was provided, and if so, if it was provided lawfull. The amount and date of such subsidy, supplement or rebate must be reported to the Circuit Court within 30 days of receipt of payment (section 290.095, RSMo).</p> <p>Vendor must also comply with The Right to Work Law, Responsibility Act of 1996 (IIRIRA 96") and INA Section 274A of the federal government. Vendor must strictly adhere to all prevailing wage laws which include providing certified copies of payroll, completion of the Compliance Affidavit, E-verify documentation, 10 hour OSHA cards and Certificate of Insurance before the Circuit Court of Jackson County will approve invoices for payment.</p> <p>Per Bid Requirements; before work may commence vendor must supply the following documents to Circuit Court Purchasing: Certificate of Liability Insurance (to include an endorsement naming Circuit Court as additional insured) For purchases \$25,000.00 and over vendor must provide a 100% payment and performance bond as required by the State of Missouri.</p> <p>Change Orders: A written change order MUST be issued by Circuit Court prior to commencing any additional work not authorized in the Bid Document or original Purchase Order. Work performed without this authorization shall be at the contractor?s sole risk and expense.</p> <p>Vendor to Refer to bid number: 2353-19-25 for all other terms and conditions.</p> <p>The purchase order number 44308 must be included on all invoices and Prevailing Wage Documentation.</p> <p>Submit invoice along with Certified Payroll and Compliance Affidavit to Circuit Court of Jackson County 415 East 12th Street Room 8M East; Terry Shepard Kansas City, MO 64106</p>		
--	--	--	--	--

This order is subject to the terms and conditions accompanying this document and acceptance of this order constitutes an acceptance of all the terms and conditions set forth as well as those shown or referred to on the face of this order.

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CIRCUIT COURT OF JACKSON COUNTY
 415 E 12th St
 Purchasing Office
 8M east
 KANSAS CITY, MO 64106-2706
 , MO 64106-2706

Court Administrator
 Mary A. Marquez



CIRCUIT COURT OF JACKSON COUNTY
 415 EAST 12TH STREET
 PURCHASING ROOM 8M EAST
 KANSAS CITY, MISSOURI 64106-2706
 (816) 881-1309

PURCHASE ORDER

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PO - DV01 - 44308

Page Number 4 of 4	Purchasing Order Date 05/22/2020
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FEDERAL TAX EXEMPT NO. 43-91-0217K
 STATE SALES TAX EXEMPT SEC. 39 (10)
 ARTICLE 3, MISSOURI CONSTITUTION
 MISSOURI TAX I.D. 12495671

SHIP TO COURT SERVICES STORE ROOM
 ROOM 800
 415 EAST 12TH STREET
 KANSAS CITY, MO 64106

VENDOR HARVEST PRODUCTIONS INC
 1340 BURLINGTON
 NORTH KANSAS CITY, MO 64116

DELIVERY DATE: 06/19/2020
DELIVERY HOURS - MON TO FRI 8:00 AM - 4:00 PM

		<p>For questions regarding this procurement or Purchase Order contact Terry Shepard at tshepard@courts.mo.gov</p> <p>Contact Terry Shepard at 816-881-1309 for job scheduling and project management.</p> <p>This purchase order is issued in accordance with County Counselors Advisory Opinion Number 75-5 and Administrative Order 2012-115.</p> <p>***** Court Use Only!</p>		
			TOTAL	4,226.97

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Please Render Invoice To:

CIRCUIT COURT OF JACKSON COUNTY
 415 E 12th St
 Purchasing Office
 8M east
 KANSAS CITY, MO 64106-2706
 , MO 64106-2706

Court Administrator
 Mary A. Marquez

TERMS AND CONDITIONS

1. All invoices and correspondences shall indicate Purchase Order number be rendered and contain full description information on items or services furnished. Separate invoices shall be furnished for each order.
2. The Circuit Court will not be responsible for articles or services furnished without a purchase order. All changes to the original order must be authorized with written notification from the Circuit Court.
3. All materials shall be properly packaged and identified by Purchase Order number. Damaged materials will not be accepted.
4. Risk of loss or damage to goods prior to their receipt and acceptance by the Circuit Court shall be the responsibility of the vendor.
5. Rejected material will be returned to the vender at his/her risk and expense.
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12. The vender agrees to comply with all Federal and State Laws, and local ordinances where applicable, relating to labor practices and discrimination in the employment of persons.
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17. It is the policy of the Circuit Court of Jackson County, Missouri to encourage the purchase of products manufactured or assembled in the United States.

Revised 4/3/08

Div 1

ESTIMATE

To: Jackson County Courthouse
Address: 415 E. 12th Street
Kansas City, MO 64106

Prepared For: Terry Shepard
Phone: 881-1309
E-mail: terry.shepard@mo.courts.gov

System Type: AUDIO SYSTEM
Date: 2/17/2019



Prepared By: Jason Holmes
Project Number: 2172019JMH2150

CONTRACTUAL TERMS

DELIVERY

Estimated delivery and completion time frames for the project stages are as follows:

- Installation Drawings, Power & Conduit Requirements 10-15 days
- Equipment Procurement 30-60 days
- Substantial Completion of System 90-120 days

In the event of discrepancy this contractual document governs any verbal communication concerning delivery dates of completed systems.

ELECTRICAL

Unless specified, any electrical power installation and requirements for the proposed system are not included in this contract and must be provided by a licensed Electrical Contractor. Either you the client can provide a licensed electrical contractor or Harvest AV Solutions can provide that service through our sub-contract network. Additional costs will apply as necessary.

WARRANTY

Harvest AV Solutions will warranty the listed proposed system in its entirety for one (1) year from completion. Harvest AV Solutions will warranty the workmanship of the proposed system for a period of five (5) years from the date of completion. Additional warranties or service maintenance agreements can be purchased and implemented at the clients request. Note: Any existing equipment reutilized for the proposed system will not be

TERMS

- 50% Deposit due upon acceptance of this agreement by signature.
- 40% Invoiced upon installation completion or monthly progress billing.
- 10% Final payment invoiced upon commissioning of system to owner.

NOTE: If invoices are not paid within 30 days of the invoice date, Harvest AV Solutions reserves the right to cease & desist all work until invoices balances are current.

This document is provided to you as an estimate, upon signature it will be considered a contractual document and binding agreement between the above listed and Harvest AV Solutions. Thank you for the opportunity to provide these services to you. Please sign and return a copy of this contract with your deposit check. If you have any questions, do not hesitate to contact us.

Sincerely,

Jason Holmes

Jason Holmes

I hereby accept the system estimate, payment terms, scope of work and division of responsibilities and understand it to be for the implementation of the above systems located at

Jackson County Courthouse
415 E. 12th Street
Kansas City, MO 64106

Accepted By _____
Date _____

Notes & Notice of Confidentiality: 2018 Harvest AV Solutions - All Rights Reserved

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**16TH CIRCUIT COURT OF MISSOURI
REQUISITION FOR EXPENDITURES**

Approx. Date Required: _____ Requisition Item Budgeted Yes No Is Requested Item Discretionary Budget Yes No
 DEPARTMENT NAME DEPT. PHYSICAL LOCATION REQUISITION NUMBER DATE DEPT. PHONE NUMBER
 DIVISION 1 KC 8003723 MAY 7, 2020

Item No./Stock No	Item Description	<input type="checkbox"/> Attachment Included	UOM	Quantity	Estimated Cost	
					Unit Price	Amount
	FLOOD DAMAGE - AUDIO SYSTEM			1	4,452.92	4,452.92
	PROJECT #: 2172019JMM2150					4226.97
	COUNTY TO REIMBURSE WITH RLA PER BOB					

COMMENTS: _____
 Applicable Shipping Charges \$ _____
 EST. TOTAL COST \$ 4226.97
 Final Total Cost \$ 4452.92

CASE NUMBER/APPLICABLE NAME

	8170	-5	3402	-999	-9999	-20
		-5		-999	-9999	
		-5		-999	-9999	

Fund Code Organization Obj/Account Code Cost Center Code Year

PAYABLE VENDOR _____
 PCard User Print Name Signature Date
 Budget Officer Print Name Signature Date

FMS VENDOR CODE

504 Requester: Chris Davis Signature: _____ Date: 5/7/2020
 Judge/Director: _____ Signature: _____ Date: _____
 Director of Court Services/Support Services: Gregory K. Lewis Signature: _____ Date: 5/7/2020
 Approved for Purchasing Dept.

PURCHASING USE ONLY				ACCOUNTING USE ONLY			
Buyer <u>JD</u>	Rec'd Purchasing <u>5-19-20</u>	To Budget	From Budget	Commodity Code	504 Log Input Date	504 FMS Entry Date	Clerk's initials
Bid Number	Court's Contract Number <u>235319-25</u>	Item Delivery Date <u>6-30-20</u>				<u>5-12-2020</u>	<u>RF</u>
Purchasing Policy Section _____ Rule _____ <input type="checkbox"/> Exempt Vendor Rotation				Payment Type: <input type="checkbox"/> New Purchase Order <input type="checkbox"/> Direct Payment <input type="checkbox"/> Petty Cash			
Cooperative Contract Usage: <input type="checkbox"/> U.S. Communities Contract # _____				<input type="checkbox"/> Rec Fund <input type="checkbox"/> Drug Fund <input type="checkbox"/> Grant Fund <input type="checkbox"/> PCard <input type="checkbox"/> Warehouse Item			
<input type="checkbox"/> State of Missouri Contract # _____				<input type="checkbox"/> Supervision Account <input type="checkbox"/> Apply to Existing PO - PO # _____			
<input type="checkbox"/> Jackson County Contract # _____ <input type="checkbox"/> KCMO Contract # _____				Budget Officer <u>Email Attached</u> Signature: _____ Date: _____			
<input type="checkbox"/> Other _____ Contract # _____				Accounting Mgr. _____ Signature: _____ Date: _____			
Purchase Order No <u>443056</u>	PO Issued/504 Completion Date <u>5-22-20</u>	Buyer's Initials <u>JD</u>		COMMENTS			
Vendor of Record <u>Harvest Productions</u>				<div style="border: 2px solid black; padding: 5px; display: inline-block;"> RECEIVED MAY 11 2020 P. Lewis </div>			

Div 1

ESTIMATE

To: Jackson County Courthouse
Address: 415 E. 12th Street
Kansas City, MO 64106

Prepared For: Terry Shepard
Phone: 881-1309
E-mail: terry.shepard@mo.courts.gov

System Type: AUDIO SYSTEM
Date: 2/17/2019



Prepared By: Jason Holmes
Project Number: 2172019JMH2150

CONTRACTUAL TERMS

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Sincerely,

Jason Holmes

Jason Holmes

I hereby accept the system estimate, payment terms, scope of work and division of responsibilities and understand it to be for the implementation of the above systems located at

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415 E. 12th Street
Kansas City, MO 64106

Accepted By _____
Date _____

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by any means to be used directly or indirectly without the expressed written consent of Harvest AV Solutions. Unauthorized use of this material may result in civil and/or criminal prosecution. Local tax codes will govern if different than this listed below

ITEM NO.	QTY.	MANUFACTURER	MODEL	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1 - Part I: Implementation						
	1	AV Solutions	IMP	Installation		X
		AV Solutions	IMP	Engineering/CAD/Submittals		
	1	AV Solutions	IMP	Programming		X
	1	AV Solutions	IMP	System Commissioning		X
		AV Solutions	IMP	Training		
		AV Solutions	IMP	Bonding & Insurances		
		AV Solutions	IMP	Lifts & Equipment		
		AV Solutions	IMP	Travel		
				Total Implementation	\$	1,120.50
2 - Part II: Materials						
		AV Solutions	Materials	Installation Cable		
		AV Solutions	Materials	Cables & Connectors (CAC)		
		AV Solutions	Materials	Hardware, Misc. Materials		
		AV Solutions	Materials	EntreLec J-Box Systems		
				Total Materials	\$	-
3 - Part III: System Equipment						
	2	QSC	TSC-80w-G2-BK	Touch Controller		
	2	EV	EVID-PC6.2	Ceiling Speaker		
	1	EV	PC Boundary	Judge's Mic		
				Total System Equipment	\$	3,015.99
Subtotal					\$	4,136.49
Freight					\$	90.48
Tax					\$	726.45
				<i>Applicable state & local taxes will apply unless tax exempt documentation is provided.</i>		
				TAX Exempt		
System Total					\$	4,452.42 4,226.97

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$11,700.00 from the undesignated fund balance of the 2020 Federal Equitable Sharing Fund for the installation of fencing for use by Sheriff's Office.

ORDINANCE NO. 5357, June 8, 2020

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Sheriff's Office has a need for additional security fencing at its headquarters facility; and,

WHEREAS, a quote was obtained from the County's existing term and supply fencing vendor, Guier Fence of Blue Springs, MO, in the amount of \$11,700.00, in response to this need; and,

WHEREAS, an appropriation is now necessary to place needed funds for the fencing in the proper spending account; now therefore,

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

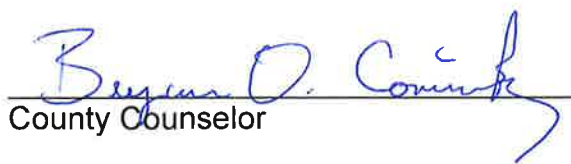
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Federal Forfeiture Fund 047-9999	32810- Undesignated Fund Balance	\$11,700	
Sheriff 0417-4201	58020- Buildings & Improvements		\$11,700

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. 5357 introduced on June 8, 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. 5357.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 047 9999 32810
ACCOUNT TITLE: Federal Forfeiture Fund
Undesignated Fund Balance
NOT TO EXCEED: \$11,700.00

6-4-2020
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 5357

Sponsor(s): Crystal Williams

Date: June 8, 2020

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting an Ordinance appropriating \$11,700 from the undesignated fund balance of the Federal Equitable Sharing Fund for the purchase of Fencing for the Parking Area of the Sheriff's Headquarters from the County Term and Supply Contract No. 60-19</u></p>														
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="341 535 1437 787"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$11,700</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>\$11,700</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$11,700</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>Appropriate From: 047-2810 Federal Equitable Sharing Fund</td> <td>\$11,700</td> </tr> <tr> <td>Appropriate To: 047-4201-58020 Federal Equitable Sharing Fund, Sheriff, Buildings & Improvements</td> <td>\$11,700</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$11,700	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$11,700	Amount budgeted for this item * (including transfers):	\$11,700	Source of funding (name of fund) and account code number:		Appropriate From: 047-2810 Federal Equitable Sharing Fund	\$11,700	Appropriate To: 047-4201-58020 Federal Equitable Sharing Fund, Sheriff, Buildings & Improvements	\$11,700
Amount authorized by this legislation this fiscal year:	\$11,700														
Amount previously authorized this fiscal year:															
Total amount authorized after this legislative action:	\$11,700														
Amount budgeted for this item * (including transfers):	\$11,700														
Source of funding (name of fund) and account code number:															
Appropriate From: 047-2810 Federal Equitable Sharing Fund	\$11,700														
Appropriate To: 047-4201-58020 Federal Equitable Sharing Fund, Sheriff, Buildings & Improvements	\$11,700														
PRIOR LEGISLATION	<p>Prior ordinances and (date): _____ Prior resolutions and (date): _____</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>														
REQUEST SUMMARY	<p>The Sheriff's Office is requesting additional security of their parking lot at the Sheriff's Headquarters. A quote was obtained from the County's Term and Supply Vendor for Fencing, Guier Fence of Blue Springs, Missouri in the amount of \$11,700.</p> <p>The Sheriff's Office is also requesting an Ordinance appropriating the funds from the undesignated fund balance of the Federal Equitable Sharing Fund as follows:</p> <table data-bbox="341 1428 1510 1522"> <tr> <td>047-2810 Federal Equitable Sharing Fund</td> <td>FROM: \$11,700</td> <td>TO:</td> </tr> <tr> <td>047-4201-58020 Federal Equitable Sharing Fund, Sheriff, Buildings & Improvements</td> <td></td> <td>\$11,700</td> </tr> </table>	047-2810 Federal Equitable Sharing Fund	FROM: \$11,700	TO:	047-4201-58020 Federal Equitable Sharing Fund, Sheriff, Buildings & Improvements		\$11,700								
047-2810 Federal Equitable Sharing Fund	FROM: \$11,700	TO:													
047-4201-58020 Federal Equitable Sharing Fund, Sheriff, Buildings & Improvements		\$11,700													
CLEARANCE	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														
COMPLIANCE	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No goals assigned <input type="checkbox"/> VBE Goals</p>														
ATTACHMENTS	<p>Memorandum from Sgt. Chuck DeGroff of the Sheriff's Office and the Quote from Guier Fence</p>														

REVIEW	Department Director: <i>[Signature]</i>	Date: <i>5-27-20</i>
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>[Signature]</i>	Date: <i>6-1-2020</i>
	County Counselor's Office: <i>Bryan County</i>	Date: <i>6/4/20</i>

APPROVED
By Sarah Matthes at 2:53 pm May 27, 2020

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:
047-32810	Federal Equitable Sharing Fund – Undesignated Fund Balance	\$11,700

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

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

Date: May 27, 2020

ORD # 5357

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
Federal Forfeiture Fund - 047			
9999	32810 - Undesignated Fund Balance	11,700	
4201 - Sheriff	58020 - Buildings & Improvements		11,700
<div style="border: 1px solid green; padding: 2px; display: inline-block;"> APPROVED <small>By Sarah Matthes at 2:25 pm, May 27, 2020</small> </div>		<u>\$ 11,700</u>	<u>\$ 11,700</u>
Budgeting			



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

TO: Barbara Casamento

FROM: Sgt. Chuck DeGross #11/0157.

DATE: 05-04-2020.

SUBJECT: Construction of Secured Area for Vehicular Evidence at GHQ.

Barbara,

It has been determined that the Sheriff's Office needs a more secure area to park evidentiary vehicles on the north parking lot at GHQ. The area would be fenced in by a ten (10) foot chain linked fence, with razor wire on top, and a twenty five (25) foot gate. The area is approximately fifty foot square for a total footage of two hundred feet of fence.

I have attached the quote from Guier Fence, the approved County vendor for this project, in the amount of \$11,700.00. The funds for this purchase would come from Forfeiture Funds, and I have checked with Sarah Mathis, who states there currently are funds available for this purchase.

Respectfully submitted,

Sgt. Chuck DeGross #11/0157

Sgt. Chuck DeGross #11/0157

05-04-2020



Guier Fence Co.
 2501B NW Jefferson St.
 Blue Springs, MO 64015-7262
 (816) 229-2047 Fax (816) 229-7483
www.guierfence.com
 E-mail jshewmaker@guierfence.com

PROJECT QUOTATION

Date: 4-30-20

Company: **Jackson County Sherriff's Office**

Project: Storage Cage

Attn: **Chuck DeGroff**

Phone: 816-541-8017

Fax:

Cell:

E-mail:

Thank you for the opportunity to bid on your project.

Guier Fence Co. proposes to furnish standard labor and materials for the above referenced projects according to the specifications below.

Install approximately 200' of 10' tall 9ga, galvanized chain link with 3 strands of barbwire and razor ribbon. Includes top rail, mid rail and bottom tension wire. There will be a 25' double swing gate hung off 4" gate posts. All posts set in 3000# concrete.

- Tax Exempt Standard Labor
- Not responsible for private buried lines or permits.

Total Price: \$11,700.00

Guier Fence Company has been in business since 1979 and uses only profession installation crews and prime materials. Guier Fence Company Co. is bonded and fully insured, with a certificate of insurance available upon request. WOSB, EDWOSB, and WBE .

Acceptance Signature X _____

Respectfully submitted,

Jeff Shewmaker

Guier Fence Company

Commercial Account Manager

Mobile: 816-564-6785

Email: jshewmaker@guierfence.com



This bid is not binding on Guier Fence Co. until a signed original copy of this bid is submitted to Guier Fence Co. The prices and terms herein are guaranteed for a period of 30 days from the date of acceptance of the bid. After 30 days, prices are subject to increase without notice due to fluctuations in market pricing. Pricing will be increased at the sole discretion of Guier Fence Co. Materials may be ordered and paid in full to avoid a price increase. Guier Fence Co. must be paid upon delivery and placed at a secure storage area of your choice to await installation. Guier Fence Co. is not responsible for material damage or loss, not caused by Guier Fence Co., purchased in advance of the installation of your project. Failure to pay invoice within 30 days of job completion, will result in a 1.5% (18% per annum) interest charge, or the maximum interest allowed on the remaining balance applied by law. Purchaser hereby agrees to reimburse Guier Fence Co. for any attempt to collect a debt from purchaser regarding this job, including but not limited to fees paid to debt collector and/or attorney's fees.

If you have any questions or concerns, please do not hesitate to contact the undersigned representative of Guier Fence Co. Again, we appreciate the opportunity to bid on your project, and look forward to doing business with you in the future.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing sections 1900., 1901., 1902., 1903., and 1905., Jackson County Code, 1984, relating to prevailing wage compliance, and enacting, in lieu thereof, five new sections relating to the same subject.

ORDINANCE NO. 5358, June 8, 2020

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, with the adoption of House Bill 1729 (Laws 2018), the Missouri General Assembly enacted significant changes to the state's Prevailing Wage Law found in sections 290.210-.340, RSMo; and,

WHEREAS, among the changes is the elimination of the applicability of the Prevailing Wage Law to state and local public works projects costing less than \$75,000.00; and,

WHEREAS, in view of these changes in state law, it is appropriate that chapter 19 of the County Code be revised to reflect these changes; now therefore,

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

Section A. Enacting Clause. Sections 1900., 1901., 1902., 1903., and 1905., Jackson County Code, 1984, are hereby repealed and four new sections enacted in lieu thereof to be known as sections 1900., 1901., 1902., 1903., and 1905., to read as follows:

1900. Prevailing Wage Policy.

Jackson County, Missouri, reaffirms its long-standing policy that no less than the hourly Prevailing Wage shall be paid to all workers performing work on behalf of Jackson County, as required by the Missouri Prevailing Wage Law.

1901. County [Contracts] Projects.

Jackson County, Missouri, reaffirms its long-standing policy to [let certain] award Contracts for applicable County [Contracts] Projects only to Contractors which demonstrate their commitment to a policy of compliance with Prevailing Wage laws, regulations, and codes, by paying their workers the appropriate wage rates, and complying with all other Prevailing Wage requirements.

1901.1 Construction of Chapter.

Nothing in this chapter shall be construed to require a Contractor or Subcontractor to hire unqualified or incompetent personnel or to discharge qualified or competent personnel

1902. Definitions.

For the purposes of this chapter, all applicable terms defined in the Missouri Prevailing Wage Law, sections 290.210-290.340 and 290.550-290.580, RSMo, and Prevailing Wage Regulations 8 CSR 30-3.010 through 8 CSR 30-3.060 and 8 CSR 30-5.010 through 8 CSR 30-5.030, shall be adopted unless otherwise supplemented or designated below.

The following definitions shall apply unless the context explicitly indicates otherwise:

1902.1 Affiliate.

An “Affiliate” is a Contractor effectively controlled by another individual or entity under common ownership or control. A franchise company shall not be deemed to be an Affiliate of the franchisor if the owner(s) of the franchise company has the right to profit from the franchise, the company has the right to profit from its effort proportionate to ownership, and bears the risk of loss.

1902.2 Compliance Review Officer (CRO).

“Compliance Review Officer” is the person appointed pursuant to section 629 of this code, who may be referred to by the abbreviation “CRO.”

1902.3 Construction of Public Works.

“Construction of Public Works” generally includes construction activity, as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The manufacture or furnishing of materials, articles, supplies, or equipment is not “Construction of Public Works” within the meaning of the Missouri Prevailing Wage Law, unless conducted in connection with and at the site of construction. “Construction of Public Works” also means all work done in the construction or development of a Project, including without limitation, altering, remodeling, demolishing existing structures, installation on the site of the construction of items fabricated off-site, painting and decorating, the transporting of materials and supplies to or from the site of the construction by the employees

of the construction Contractor or construction Subcontractor, and the manufacturing or furnishing of materials, articles, supplies or equipment on the site of the construction by persons employed by the Contractor or Subcontractor.

1902.[3] 4 Contract.

“Contract” means any lawful agreement for the Construction [or construction materials] of Public Works to which the County is a party and which is subject to the provisions of the Missouri Prevailing Wage Law.

1902.[4] 5 Contractor. “Contractor” means any prime or general Contractor doing business or operating as an individual or entity employing one (1) or more persons which has undertaken a Contract or Project as defined herein. In determining whether an individual or entity employs one (1) or more persons, the following rules shall govern:

a. Employees Counted.

All employees, including owner-employees, independent contractors, and all employees of every affiliate of the individual or entity, engaged in the Construction of Public Works [construction], shall be counted regardless of whether they are full-time or part-time, permanent or temporary.

b. Employees Not Counted.

Notwithstanding anything to the contrary, any employee who is an owner of the entity, and not performing work on the site, shall not be counted; and,

c. Evidence Required.

Every individual or entity claiming to be a Contractor shall submit documentary evidence, satisfactory to the CRO, verifying the number of its employees and the employees of its Affiliates, and the work being completed by those individuals or entities, and any other evidence deemed necessary to the CRO.

1902.[5] 6 Director of Finance and Purchasing.

“Director of Finance and Purchasing” means the County official charged with the administration of chapter 10 of this code. For the administration of Contracts for “construction projects,” as [defined] that term is used in section 1070. of this code, “Director of Finance and Purchasing” means the “Director of Public Works.”

1902.[6] 7 Prevailing Wage.

“Prevailing Wage” means the prevailing hourly rate of wages established for Jackson County, Missouri, by the Missouri Department of Labor and Industrial Relations, as listed in the applicable Annual Wage Order [, including the Annual Incremental Increases,] and in accord with the definition of Prevailing Hourly Rate of Wages in chapter 290, RSMo.

1902.8 Project.

A "Project" is an undertaking planned and designed to achieve a particular aim. A Project may encompass work by two or more Contractors, some or all of whom may have existing Contracts with the County. No Project may be split into smaller Projects valued at less than \$75,000 for the purpose of evading the requirement set out in section 1905.2 of this chapter to pay prevailing wage or public works contracting minimum wage.

1902.[7] 9 Subcontractor.

"Subcontractor" means any individual or entity employing one (1) or more person(s), which has undertaken by virtue of a separate Contract with another individual or entity, whether or not such individual or entity is a Contractor, to fulfill all or any part of the obligation of the other under a Contract with Jackson County, Missouri. In determining whether a subcontracting individual or entity employees one (1) or more person(s), the rules of section 1902.5 of this chapter shall govern.

1903. Compliance Review Officer (CRO)

In addition to other duties enumerated in chapter 6 of this code, it shall be the duty of the CRO to monitor construction companies awarded County Contracts or Projects to ensure compliance with the state of Missouri's Prevailing Wage Law and any other State or Federal Laws which may impact a company's ability to bid competitively. Specific prevailing wage duties authorized to be completed by the CRO include, but are not limited

to, those listed in section 1904. of this chapter. The using County department shall notify the CRO before work commences on any Construction of Public Works.

1905. Contractor Compliance.

All Contractors and Subcontractors contracting for the Construction of Public Works [construction] within the County shall comply with the State of Missouri Prevailing Wage Law, sections 290.210 through 290.340 and 290.550 through 290.580, RSMo (“the Law”), and 8 CSR 30-3.010 through 8 CSR 30-3.060 and 8 CSR 30-5.010 through 8 CSR 30-5.030 (“the Regulations” or “the Wage Order”), [including any Annual Incremental Wage Increase (“Wage Increase”),] and this code. Each Contractor shall be ultimately responsible for the compliance of all its Subcontractors.

1905.1 Prevailing Wages to be Incorporated.

The Law, Regulations, Wage Order, and Wage Increases are to be incorporated into all [public works construction] Contracts and Subcontracts for the Construction of Public Works for the County.

1905.2 Prevailing Wages Required to be Paid.

Each Contractor shall pay, and require its Subcontractors to pay, workers performing work on Contracts or Projects within Jackson County, not less than the prevailing hourly rate of wages for the type of work performed in accordance with this section.

a. Exception for Contracts or Projects Less Than \$75,000.00.

This subsection shall not apply to those Contracts or Projects for which the engineer's estimate of the awarded contract cost is \$75,000.00 or less, which are excepted from the provisions of the Missouri Prevailing Wage Law by virtue of section 290.230.5, RSMo.

b. Exception for Registered Apprentices.

As authorized by section 290.235, RSMo, such workers who are individually registered in a bona fide apprenticeship program approved by the U.S. Department of Labor, Office of Apprenticeship, may be paid less than the journeyperson rate of pay specified in the applicable wage order. Entry level workers, as that term is used in section 290.235, must be registered apprentices. The authorized apprenticeship utilization ratio shall be no greater than one-to-one, apprentice to journeyperson of the same classification. Any worker on a County Project who is not registered as an apprentice in accordance with this subsection shall be paid as a journeyperson, unless the applicable County Contract or Project is within the exception described in subsection 1905.2.a, above.

1905.3 Signage Required.

Each Contractor and Subcontractor engaged in a Contract or Project with the County that exceeds \$250,000 shall have its name, and acceptable abbreviation or recognizable logo, and the name of the city and state of the Contractor's or

Subcontractor's principal mailing address on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with such Contract or Project during the time the Contractor or Subcontractor is engaged on such Contract or Project. The signs shall be legible from a distance of twenty feet, but the size of the lettering need not be larger than two inches. In cases where the equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this subsection, at the main entrance of the location of the work on the Contract or Project in place of affixing the required information on the equipment, so long as such sign is not in violation of any state or federal statute, rule, or regulation. Motor vehicles which are required to have information affixed on them pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

1905.4. Each Contractor must correct any errors in the Contractor's or any Subcontractor's records, or any violations of the Law, Rules, Annual Wage Order, Incremental Wage Increases, or this chapter, within fourteen (14) days after notice from the County.

1905.5. Contractor Cooperation.

Each Contractor shall, and shall require its Subcontractors to, cooperate with any authorized representative of the County, the Missouri Department of Labor and Industrial Relations, or any other state or federal agency, in the enforcement of this

chapter, the Law, Rules, Annual Wage Order, and Incremental Wage Increases, and shall allow said representatives to interview any and all workers during working hours on any project, at Contractor's or Subcontractor's sole cost and expense.

1905.6 Penalty.

Each Contractor shall forfeit as a statutory penalty to the County one hundred dollars (\$100.00) for each worker employed, for each calendar day or portion thereof, such worker is paid less than the prevailing hourly rate of wages for any work done under a County Contract, by the Contractor or any of its Subcontractors, and additional penalties as provided in any other provision of this chapter. If the Contractor or any of its Subcontractors has violated the Law or this chapter in the course of the performance of a County Contract, the County shall, when making payments to the Contractor coming due under such Contract, withhold and retain all sums and amounts deemed due and owing as a result of any violations.

1905.7 Restitution to Workers.

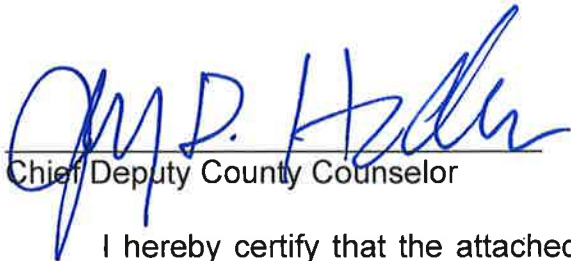
In the event a violation is found, the County has the authority to determine the amount of wages owed to workers as a result of that violation, to collect those wages on behalf of the workers, and distribute those wages to the affected workers.

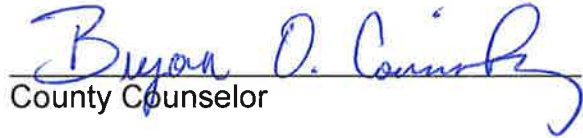
1905.8 Whistleblower Protection.

Any worker who provides information, complaints, or interviews, or who otherwise assists in an investigation of any violation of this chapter shall not be disciplined, discharged, or otherwise harmed for providing such assistance or information.

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. 5358 introduced on June 8, 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. 5358.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$100,000.00 within the 2020 General Fund and authorizing the County Executive to execute an Inter-Governmental Cooperative Agreement with the City of Kansas City, MO, concerning the purchase of a commercial building by the City to be leased by the City to the Westside Community Action Network, Inc., for which Jackson County will contribute a portion of the purchase price, at a cost to the County in the amount of \$100,000.00.

RESOLUTION NO. 20441, June 8, 2020

INTRODUCED BY Scott Burnett and Crystal Williams, County Legislators

WHEREAS, the Legislature recognizes and acknowledges the need to allow the Westside Community Action Network, Inc. ("Westside CAN"), to continue to operate to serve the Westside Neighborhood of Kansas City, MO; and,

WHEREAS, Westside CAN currently leases space at 2130 Jefferson Street, Kansas City, MO, that is owned by Downing Street Holdings, LLC ("DSH"), the term of which lease expires on June 30, 2020 ("Former Lease"); and,

WHEREAS, the Former Lease included a rent-free period negotiated by the City of Kansas City ("the City") as a part of the funding initially provided by the City at the time the property was acquired by DSH that has lapsed or will lapse; and,

WHEREAS, there is a dispute between Westside CAN and DSH on the amount and nature of accrued rent; and,

WHEREAS, DSH has expressed a desire to sell that existing facility to the City, but at a price that substantially exceeds its appraised value; and,

WHEREAS, Jackson County provides funding to the Westside CAN's operations, in the amount of \$42,500.00 in 2020, to assist in such non-profit's community efforts; and,

WHEREAS, the City provides funding to the Westside CAN's operations in the amount of \$20,000.00 per fiscal year, to help defray the operational expenses for the offices located there for KCPD officers and Neighborhood and Housing Services Department property maintenance code officers; and,

WHEREAS, the County, the City, and Westside CAN have identified an available alternative property in which Westside CAN may continue to serve the Westside Neighborhood located at 1111 W. 29th Street and 2901 Holly Street in Kansas City, MO, with a purchase price of \$275,000.00, contingent upon the City's City Council approving a Real Estate Sales Contract, the City's completion of due diligence regarding the subject parcel to allow its acquisition by the City, the negotiation and execution of a lease of the subject parcel by the City to Westside CAN, and the execution of an Intergovernmental Cooperative Agreement between the County and the City, by which the County will contribute \$100,000.00 to the City towards the purchase price of the subject property, subject to certain interests to be retained by the County; and,

WHEREAS, in order to fund this Agreement, a transfer is necessary; now therefore,

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Prosecuting Attorney			
001-4101	55010- Regular Salaries	\$20,000	
001-4101	56798- Grant Match	\$ 5,000	
County Executive Office			
001-1001	55010- Regular Salaries	\$75,000	
Westside CAN Center			
001-5023	56070- Intergovernmental Agreements		\$100,000

and,

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute the attached Intergovernmental Cooperative Agreement with the City of Kansas City, MO; and,

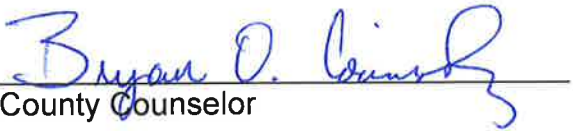
BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement.

Effective Date: This 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. 20441 of June 8, 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 sources indicated below.

ACCOUNT NUMBER: 001 4101 55010
ACCOUNT TITLE: General Fund
Prosecuting Attorney
Regular Salaries
NOT TO EXCEED: \$20,000.00

ACCOUNT NUMBER: 001 4101 56798
ACCOUNT TITLE: General Fund
Prosecuting Attorney
Grant Match
NOT TO EXCEED: \$5,000.00

ACCOUNT NUMBER: 001 1001 55010
ACCOUNT TITLE: General Fund
Executive Office
Regular Salaries
NOT TO EXCEED: \$75,000.00

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

ACCOUNT NUMBER: 001 5023 56070
ACCOUNT TITLE: General Fund
Westside CAN Center
Intergovernmental Agreements
NOT TO EXCEED: \$100,000.00

6-4-2020

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20441

Sponsor(s): Scott Burnett & Crystal Williams

Date: June 8, 2020

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Transferring \$100,000 from various accounts in the General Fund for purpose of making a contribution to the City of Kansas City, Missouri to purchase a building in the total amount of \$275,000 to provide a permanent space for the Westside CAN Center and authorizing an intergovernmental agreement between Jackson County and the City of Kansas City, Missouri for this purpose.</p>												
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$100,000</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>\$100,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$100,000</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: FROM: 001-4101-55010 Prosecuting Attorney – Regular Salaries 001-4101-56798 Prosecuting Attorney – Grant Match 001-1001-55010 County Executive Office – Regular Salaries</td> <td> FROM ACCT: \$20,000 \$5,000 <u>\$75,000</u> \$100,000 </td> </tr> <tr> <td>TO: 001-5023-56070 Westside CAN Center – Intergovernmental Agreement</td> <td> TO ACCT: \$100,000 </td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use:</p> <p>Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A</p>	Amount authorized by this legislation this fiscal year:	\$100,000	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$100,000	Amount budgeted for this item * (including transfers):	\$100,000	Source of funding (name of fund) and account code number: FROM: 001-4101-55010 Prosecuting Attorney – Regular Salaries 001-4101-56798 Prosecuting Attorney – Grant Match 001-1001-55010 County Executive Office – Regular Salaries	FROM ACCT: \$20,000 \$5,000 <u>\$75,000</u> \$100,000	TO: 001-5023-56070 Westside CAN Center – Intergovernmental Agreement	TO ACCT: \$100,000
Amount authorized by this legislation this fiscal year:	\$100,000												
Amount previously authorized this fiscal year:													
Total amount authorized after this legislative action:	\$100,000												
Amount budgeted for this item * (including transfers):	\$100,000												
Source of funding (name of fund) and account code number: FROM: 001-4101-55010 Prosecuting Attorney – Regular Salaries 001-4101-56798 Prosecuting Attorney – Grant Match 001-1001-55010 County Executive Office – Regular Salaries	FROM ACCT: \$20,000 \$5,000 <u>\$75,000</u> \$100,000												
TO: 001-5023-56070 Westside CAN Center – Intergovernmental Agreement	TO ACCT: \$100,000												
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by Troy Schulte, County Administrator at 881-1079</p>												
<p>REQUEST SUMMARY</p>	<p>This resolution transfers a total of \$100,000 from various accounts in the General Fund for the purpose of contributing \$100,000 from Jackson County to the City of Kansas City, Missouri to enable the purchase of a new building by the City of Kansas City in the total amount of \$275,000 to house the Westside CAN Center. The RLA also authorizes an Intergovernmental Agreement between the City of Kansas City and Jackson County detailing the specifics of this agreement.</p>												
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals</p>												

	<input type="checkbox"/> WBE Goals N/A	
	<input type="checkbox"/> VBE Goals	
ATTACHMENTS		
REVIEW	Department Director: <i>Ray A. Salts</i>	Date: 6/4/2020
	Finance (Budget Approval) <i>If applicable</i>	APPROVED By Mark Lang at 11:01 am, Jun 04, 2020
	Division Manager: <i>J. Lang</i>	Date: 6/4/2020
	County Counselor's Office: <i>Bryan Coush</i>	Date: 6/4/20

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 # _____
- X Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
001-5023-56070	General Fund- Westside CAN Center – Intergovernmental Agreement	\$100,000

- 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.

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
BETWEEN
JACKSON COUNTY, MISSOURI,
AND
THE CITY OF KANSAS CITY, MISSOURI**

THIS AGREEMENT, made as of this ____ day of ____, 2020, by and between Jackson County, Missouri (“County”), and the City of Kansas City, Missouri, a municipal corporation (“City”).

WHEREAS, the Parties recognize and acknowledge the need to allow the Westside Community Action Network, Inc. (“Westside CAN”), to continue to operate to serve the Westside Neighborhood of Kansas City, MO; and,

WHEREAS, Westside CAN currently leases space at 2130 Jefferson Street, Kansas City, MO, that is owned by Downing Street Holdings, LLC (“DSH”), the term of which lease expires on June 30, 2020 (“Former Lease”); and,

WHEREAS, the Former Lease included a rent-free period negotiated by the City of Kansas City (“the City”) as a part of the funding initially provided by the City at the time the property was acquired by DSH that has lapsed or will lapse; and,

WHEREAS, there is a dispute between Westside CAN and DSH on the amount and nature of accrued rent; and,

WHEREAS, DSH has expressed a desire to sell that existing facility to the City, but at a price that substantially exceeds its appraised value; and,

WHEREAS, the County provides funding to the Westside CAN's operations, in the amount of \$42,000.00 in 2020, to assist in such non-profit's community efforts; and,

WHEREAS, the City provides funding to the Westside CAN's operations in the amount of \$20,000.00 per fiscal year, to help defray the operational expenses for the offices located there for KCPD officers and Neighborhood and Housing Services Department property maintenance code officers; and,

WHEREAS, the County, the City, and Westside CAN have identified an available alternative property ("the Property") in which Westside CAN may continue to serve the Westside Neighborhood, located at 1111 W. 29th Street and 2901 Holly Street in Kansas City, MO, with a purchase price of \$275,000.00, contingent upon the City's City Council approving a Real Estate Sales Contract, the City's completion of due diligence regarding the Property to allow its acquisition by the City, the negotiation and execution of a lease of the Property by the City to Westside CAN, and the execution of this Intergovernmental Cooperative Agreement between the County and the City, by which the County will contribute \$100,000.00 to the City towards the purchase price of the Property, subject to certain interests to be retained by the County; now therefore,

IT IS AGREED by and between the Parties as follows:

1. Scope of Agreement. This Agreement outlines the terms and conditions by which the City will acquire the Property for the use and benefit of Westside CAN and by which the County will financially contribute to the cost of this acquisition.
2. Payment. Upon execution of the Agreement, the County shall pay the City the sum of \$100,000.00, to be applied by the City towards the purchase of the Property for the use and benefit of Westside CAN.
3. Lease. Upon acquisition of the Property, the City shall lease the Property to Westside CAN, upon such terms and conditions as may be agreeable to both the City and Westside CAN.
4. Subsequent Events.
 - a. If, during the term of this Agreement, the City determines that Westside CAN has become unsuccessful or is no longer serving a municipal public purpose or, if in the City's opinion, maintenance and repair of the Property have become an unacceptable burden, the City may redirect the use of the Property to a City Agency or another non-profit agency for an alternative municipal public purpose.
 - b. If, during the term of this Agreement, the City determines that, due to conditions set out in subparagraph a. above, the Property should be sold in an open and public competition, the County shall be entitled to a share of the sale proceeds, in proportion to the amount of time remaining on the term of this Agreement, e.g., if the Property is sold before the first anniversary of this Agreement, the County shall receive 36.3 % of the sale proceeds and if the Property is sold before the nineteenth anniversary of this Agreement, but before its expiration, the County shall receive 1.825% of the sale proceeds.
5. Term. The term of this Agreement shall be from ____, 2020, until ____ 2040.

6. Modification. This Agreement shall not be amended, modified, or canceled without written consent of the other Party to this Agreement. The Parties shall have authority to make modifications to the Agreement that do not change the consideration to be paid by the County to the City hereunder or affect the duration of the Agreement upon approval of both Parties.
7. Defense and Indemnification. Neither Party to this Agreement shall assume any liability for the acts or omissions of the other Party to this Agreement, its officers, or employees.
8. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Missouri. The Parties submit to the jurisdiction of the 16th Circuit Court of Jackson County, Missouri, with venue at Kansas City.
9. Waiver. Waiver of any of the provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving Party to any further waiver, modification or breach by the other Party, whether new or continuing, of the same or any other covenant, or breach by the Party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the Parties of this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.
10. Severability. If any covenant or other provision of this Agreement shall be construed to be invalid, or incapable of being enforced, by reason of any rule of law or public policy, all other provisions and conditions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

11. Conflicts of Interest. City and County warrant that no officer or employee of the City or County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.
12. Compliance with Law. City and County must comply with all applicable laws, ordinances and codes, and regulations of the federal, state and local governments in performing any of the work embraced in this Agreement.
13. Notice. Any notices or other communication required or permitted to be given hereunder must be in writing and will be deemed given three (3) days after posting in the United States mail, certified mail, postage prepaid, or upon receipt by personal or facsimile delivery, addressed to:

If to City: City Manager
 414 E. 12th Street, 4th Floor
 Kansas City, Missouri 64106

 With a courtesy copy to the City Attorney
 414 E. 12th Street, 28th Floor
 Kansas City, Missouri 64106

If to County: County Executive
 415 E. 12th Street, 2nd Floor
 Kansas City, Missouri 64106

 With a courtesy copy to the County Counselor
 415 E. 12th St., 2d Floor
 Kansas City, Missouri 64106

14. Warranty. City and County warrant that each has authority to enter into this Agreement and that all necessary approvals have been given.

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

IN WITNESS WHEREOF, City and the County have each caused this Agreement to be executed by its duly authorized representative effective as of the date first above written.

CITY OF KANSAS CITY, MISSOURI
A Constitutionally Charter Municipal
Corporation of the State of Missouri

JACKSON COUNTY, MISSOURI

By _____
Manager of

By _____
County Executive

By _____
Sheriff

APPROVED AS TO FORM:

By _____
Assistant City Attorney

By _____
Jackson County Counselor

ATTEST:

By _____
Clerk of the Legislature, Jackson County

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$100,000.00 which is hereby authorized.

Date

Director of Finance and Purchasing
Account No.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION partially rescinding Resolution 20382 dated March 2, 2020, and transferring \$23,550.00 within the 2020 County Improvement Fund to correctly fund the parking contract with C.B. 1211 McGee, LLC, of Kansas City, MO, authorized by Resolution 20382.

RESOLUTION NO. 20442, June 8, 2020

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, by Resolution 20382, dated March 2, 2020, the Legislature did transfer \$23,550.00 within the 2020 General Fund and authorize a fifteen-month sole source contract with CB 1211 McGee, LLC, of Kansas City, MO, for the continued rental of fifty parking spaces at the former Kansas City School District building, at an actual cost to the County in the amount of \$48,750.00; and,

WHEREAS, due to an error or miscommunication among County staff, the transfer authorized by Resolution 20382 should have been made within the 2020 County Improvement Fund as opposed to the 2020 General Fund; and,

WHEREAS, to correct the error, it is appropriate that the portion of Resolution 20382 that authorized a transfer within the 2020 General Fund be rescinded and replaced by a transfer within the 2020 County Improvement Fund; now therefore,

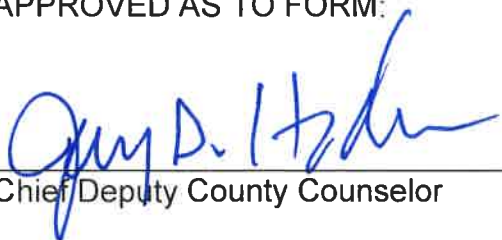
BE IT RESOLVED that the portion of Resolution 20382 that authorized a transfer within the 2020 General Fund be and hereby is rescinded; and,

BE IT FURTHER RESOLVED that the following transfer within the 2020 County Improvement Fund be and is hereby made:

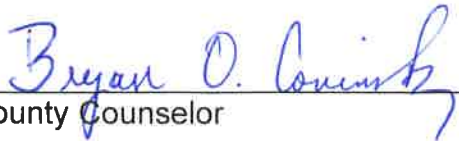
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
County Improvement Fund Non-Departmental - County Improvement 013-5113	56790- Other Contractual Services	\$23,550	
DTCH Repairs & Improvements 013-1241	56121- Parking Expenses		\$23,550

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. 20442 of June 8, 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: 013 5113 56790
ACCOUNT TITLE: County Improvement Fund
Non-Departmental - County Improvement
Other Contractual Services
NOT TO EXCEED: \$23,550.00

6-4-2020

Date



Chief Administrative Officer

Fiscal Note:

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

PC# _____

Date: June 2, 2020

RES # 20442

Department / Division		Character/Description		From	To
013 County Improvement Fund					
5113	Non-Departmental - Cnty Imprvmnt	56790	Other Contractual Services	\$ 23,550	\$ -
1241	DTCH Repairs & Improvements	56121	Parking Expenses	-	23,550
				<u>\$ 23,550</u>	<u>\$ 23,550</u>

APPROVED
 By Mark Lang at 3:41 pm, Jun 02, 2020
 Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Program Agreement with the Missouri Department of Health and Senior Services for a summer food service program, with reimbursed costs to be paid to the County.

RESOLUTION NO. 20443, June 8, 2020

INTRODUCED BY Jeanie Lauer, County Legislator

WHEREAS, the Environmental Health Administration recommends participation in a summer food service program sponsored by the Missouri Department of Health and Senior Services and the U.S. Department of Agriculture, to provide free nutritional meals for children in eastern Jackson County; and,

WHEREAS, under the agreement, the County will be reimbursed for site inspections for the summer food service program; and,

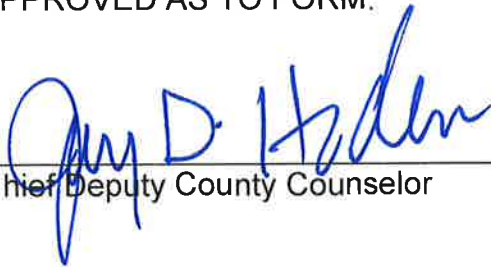
WHEREAS, the attached Program Agreement sets out the rights and obligations of each party participating in the program; and,

WHEREAS, execution of the attached agreement with the Missouri Department of Health and Senior Services is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

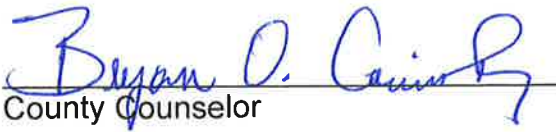
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Summer Food Service Program Inspections Participation Agreement.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20443 of June 8, 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 HEALTH AND SENIOR SERVICES
SUMMER FOOD SERVICE PROGRAM INSPECTIONS
PARTICIPATION AGREEMENT**

1. This participation agreement is entered into by the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). This agreement shall consist of: (1) this participation agreement, (2) Attachment A – Certification, (3) Exhibit 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and (4) the Terms and Conditions, attached hereto. By signing below the Contractor and Department agree to all the terms and conditions set forth in this agreement.
2. The purpose of this agreement is to conduct food safety inspections and enforce expeditious correction of priority violations in food preparation and service at Summer Food Service Program (SFSP) meal production and meal service sites.
3. This agreement shall be effective May 31, 2020 or the date of the Department’s authorized representative signature, whichever is later through September 15, 2020.
4. To the extent that this agreement involves the use, in whole or in part, of federal funds, the signature of the Contractor’s authorized representative on the agreement signature page indicates compliance with the Certifications contained in Attachment A as attached hereto and incorporated by reference as if fully set forth herein.

AGREEMENT NUMBER Jackson County Public Works Planning Environmental Health	VENDOR NUMBER 44600052414
CONTRACTOR NAME (PLEASE PRINT/TYPE) Jackson County Public Works Planning Environmental Health	DOING BUSINESS AS (DBA) NAME
NAME OF AUTHORIZED REPRESENTATIVE	PAYMENT MAILING ADDRESS
FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER	CITY, STATE, ZIP
TELEPHONE NUMBER	E-MAIL ADDRESS
SIGNATURE OF CONTRACTOR OR REPRESENTATIVE	DATE
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF ADMINISTRATION DIRECTOR OR DESIGNEE	DATE

5. The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

5.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>

5.2 Certificate of authority to transact business/certificate of good standing (if applicable)

5.3 Taxes (e.g., city/county/state/federal)

5.4 State and local certifications (e.g., professions/occupations/activities)

5.5 Licenses and permits (e.g., city/county license, sales permits)

5.6 Insurance (e.g., worker's compensation/unemployment compensation)

6. Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Summer Food Service Program

Program Contact: Nancy Beyer

Address: 930 Wildwood, PO Box 570, Jefferson City, MO 65102

Phone: 573-751-6059

Email: BEHS.SUMMERFOOD@health.mo.gov

7. Training

7.1 The Department will provide regional training in each District prior to the start of the SFSP. The training will present the agreement and its deliverables, inspection requirements and reimbursement requirements.

7.2 The Contractor shall ensure that their staff responsible for conducting inspections attend one of the training opportunities.

8. SFSP Site Notification

8.1 The Bureau of Environmental Health Services (BEHS) will issue SFSP Initial Notifications for all sites that require an inspection. The Contractor may not be reimbursed for inspections completed without a SFSP Initial Notification.

8.2 BEHS will notify the Contractor with SFSP Update Notifications when there are changes to site inspection information.

9. Inspection Sites

- 9.1 The Contractor shall perform sanitation and food safety inspections at all SFSP sites and associated food service management companies, including schools that prepare food for off-site service locations, as designated by the Department.
- 9.2 The Contractor shall not perform sanitation and food safety inspections at schools that sponsor SFSP sites, unless the personnel preparing the food is different from those preparing food during the school year. Contractor must obtain written approval from BEHS prior to conducting an inspection at a school when no SFSP Initial Notification is received.
- 9.3 The Department will not reimburse the Contractor for inspections conducted that do not match the date, day of the week, or time on the SFSP Initial Notification. Contractor must obtain written approval from BEHS prior to conducting an inspection that deviates from the SFSP Initial Notification.

10. Inspection Requirements

- 10.1 The Contractor shall conduct sanitation and food safety inspections as outlined in Section 2.0 Food Safety, subsections: 2.1 through 2.3, of the Environmental Health Operational Guidelines (EHOG), available at: <http://health.mo.gov/atoz/ehog/index.php>;
- 10.2 The Contractor shall conduct sanitation and food safety inspections that comply as follows:
 - 10.2.1 Within the first half of each SFSP site's dates of operation, as listed in the SFSP Initial Notification;
 - 10.2.2 The start time of the inspection for a central kitchen site (a site where the food is prepared, no serving food to children) must be within three (3) hours prior to service start time listed on the SFSP Initial Notification;
 - 10.2.3 The start time of the inspection for a self-prep site (a site where the food is prepared and served at the same location) must be within three (3) hours prior to service or during service hours;
 - 10.2.4 The start time of the inspection for a vended (a site where the food is served to children, no preparation/cooking of food) site must not exceed thirty (30) minutes prior to the start of service;

10.2.5 The inspection of central kitchens and self-prep sites must be a minimum of thirty (30) minutes and there is no minimum time requirement for vended sites.

11. Inspection Reports

11.1 The Contractor shall use the Inspection Report Form E6.39, provided by the Department for inspections and follow-up inspections. The Contractor shall use the Sanitation Observation Form E6.07 or the Inspection Report Form E6.39 for attempted inspections. The Contractor must submit a completed Inspection Report Form or Sanitation Observation Form E6.07 and SFSP Initial Notification or most recent SFSP Update Notification to the Department within two (2) weeks following the date of inspection.

11.1.1 The Contractor shall complete the Inspection Report.

11.1.2 The Contractor shall enter the inspection date, "Time In", and "Time Out" on form.

11.1.3 A completed report includes information provided in all fields on the form, the evaluation of all food safety measures, the review of any Time as a Public Health Control plans and records, including the time and temperature when food arrived at the site and explanation of approval when food is out of temperature, and shall list the menu items and the temperatures of these foods; incomplete inspection reports may not be reimbursable.

11.2 The Contractor can obtain the Inspection Report Form at <http://health.mo.gov/warehouse>.

12. Follow-up Inspections

12.1 The Contractor shall conduct follow-up inspections, to verify correction of priority violations that were not corrected during the initial inspection. The Contractor must submit a completed Inspection Report Form and SFSP Initial Notification or most recent SFSP Update Notification to the Department within two (2) weeks following the date of inspection.

12.2 The Contractor shall conduct the follow-up inspections according to the EHOG or to the local public health agency's written plan.

12.3 The Department will reimburse Contractors for follow-up inspections, provided they meet the criteria within this agreement.

13. Attempted Inspections

- 13.1 If the Contractor attempts to inspect facilities or vended sites that are either no longer operating or have changed their hours of operation. The Contractor must submit to the Department within two (2) weeks following the date of attempted inspection:
- 13.1.1 A Sanitation Observation Form E6.07, in which the Contractor must clearly note the date and time of the site visit; or
 - 13.1.2 An Inspection Report form completed with the information readily available to the inspector; and
 - 13.1.3 A copy of the applicable SFSP Initial Notification or most recent SFSP Update Notification.
 - 13.1.4 Department will not reimburse the Contractor for more than two attempted inspections per facility.
- 13.2 The Contractor can obtain the Inspection Report form and/or Sanitation Observation Form E6.07 at <http://health.mo.gov/warehouse>.
14. Approval of Inspections/Submission of Forms
- 14.1 For initial inspections, the Contractor must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
 - 14.2 For follow-up inspections, the Contractor must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
 - 14.3 For attempted inspections, the Contractor must submit the complete and legible Sanitation Observation Form or Inspection Report form for each SFSP site within two (2) weeks following the date of inspection.
 - 14.4 For all inspections, the Contractor must submit the SFSP Initial Notification or most recent SFSP Update Notification for each SFSP site inspected or attempted inspection.
 - 14.5 If the inspections and forms do not comply with the requirements as set out in this agreement, the Department will not approve the inspections for reimbursement.
 - 14.6 The Contractor shall remit all forms to:

Department of Health and Senior Services
Bureau of Environmental Health Services
Attention: SFSP Inspections
930 Wildwood Drive

P.O. Box 570
Jefferson City, MO 65102

15. Reimbursement Requirements

15.1 The Department will not reimburse the Contractor for more than **15** initial inspection(s) unless the Contractor receives prior written approval from the Bureau of Environmental Health Services, Department of Health and Senior Services via email to BEHS.SUMMERFOOD@health.mo.gov.

15.2 The Department will not reimburse the Contractor for any inspections or attempted inspections:

15.2.1 If the Contractor fails to submit the Inspection Report Forms or the Sanitation Observation Form E6.07 to the Department within two (2) weeks following the date of inspection; or

15.2.2 If either the Contractor's Inspection Report Form or the Sanitation Observation Form E6.07 do not meet the criteria as set out in this agreement for approval by the Department.

15.3 Initial Inspections

15.3.1 Central Kitchens and Self-Prep Sites

- a. The Department will reimburse the Contractor at a fixed rate of **\$125** for each approved initial inspection conducted for central kitchens and self-prep sites that the Contractor conducts within the first half of the site's operation dates.
- b. The Department will reimburse the Contractor at a fixed rate of **\$75** for each approved initial inspection conducted for central kitchens and self-prep sites that the Contractor conducts after the first half of the site's operation dates but before the last date(s) of the site's operation.

15.3.2 Vended Sites

- a. The Department will reimburse the Contractor at a fixed rate of **\$80** for each approved initial inspection conducted for vended sites that the Contractor conducts within the first half of the site's operation dates.
- b. The Department will reimburse the Contractor at a fixed rate of **\$50** for each approved initial inspection conducted for vended sites that the Contractor conducts after the first half of the site's operation dates but before the last date(s)

of the site's operation.

15.4 Follow-up Inspections

15.4.1 The Department will reimburse the Contractor at a fixed rate of **\$60** for each approved follow-up inspection conducted for central kitchens and self-prep site that the Contractor conducts.

15.4.2 The Department will reimburse the Contractor at a fixed rate of **\$40** for each approved follow-up inspection conducted for vended sites that the Contractor conducts.

15.5 Attempted Inspections

15.5.1 The Department will reimburse the Contractor at a fixed rate of **\$30** for each approved attempted inspection the Contractor conducts.

15.5.2 The Department will not reimburse the Contractor for more than two attempted inspections per facility.

15.6 Contractors that agree to conduct inspections outside their agency's normal jurisdiction will be reimbursed an additional **\$15** per inspection conducted. Inspections conducted outside the Contractor's jurisdiction will apply toward the limit on the total number of inspections the Contractor can conduct as set out in this agreement.

16. Invoices

16.1 The Contractor shall submit a single invoice for all work performed and reported during the contract period by October 15, 2020.

16.1.1 The Contractor may not submit more than one invoice, or submit an invoice later than October 15, 2020, unless the Contractor obtained prior written approval from the Department.

16.1.2 The Contractor may submit its request for an exception to BEHS.SUMMERFOOD@health.mo.gov.

16.2 The Contractor shall submit the invoice to the Department on the standard DH-38 billing form and shall include the agreement number and invoice number of "SFSP05-0920".

16.3 If the Department denies a Contractor's request for payment, the Department shall provide the Contractor with written notice of the reason(s) for the denial.

16.4 The Department will not reimburse the Contractor based on any invoice that the

Contractor does not submit in accordance with the requirements as set out in this agreement.

17. Authorized Personnel

17.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

17.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

17.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

17.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business

status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

- 17.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 17.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 17.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 17.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 18. Termination
 - 18.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
 - 18.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 18.1.2 A change in federal or state law relevant to this contract occurs; or
 - 18.1.3 A material change of the parties to the contract occurs; or
 - 18.1.4 By request of the Contractor.
 - 18.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
 - 18.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 18.2.2 The Contractor shall provide written notice to the Department at least sixty (60)

calendar days prior to the effective date of such termination.

19. This agreement expresses the complete agreement of the parties and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Performance shall be governed solely by the terms and conditions contained in this agreement.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Summer Food Service Program Inspections and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The Contactor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

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

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____, I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

_____	_____
Signature of Notary	Date

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

_____ Authorized Business Entity Representative's Name (Please Print)	_____ Authorized Business Entity Representative's Signature
_____ E-Verify MOU Company ID Number	_____ E-Mail Address
_____ Business Entity Name	_____ Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/Ord No.: 20443
 Sponsor(s): Jeanie Lauer
 Date: June 8, 2020

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: Request to execute an agreement with Missouri Department of Health and Human Services to conduct food safety inspections for the Summer Food Program.													
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="354 478 1393 842"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: FROM:</td> <td></td> </tr> <tr> <td>TO:</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: <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>		Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number: FROM:		TO:	
Amount authorized by this legislation this fiscal year:	\$													
Amount previously authorized this fiscal year:	\$													
Total amount authorized after this legislative action:	\$													
Amount budgeted for this item * (including transfers):	\$													
Source of funding (name of fund) and account code number: FROM:														
TO:														
PRIOR LEGISLATION	Prior ordinances and (date): None Prior resolutions and (date): 19481 5/9/17, 19836 4/19/18, 20136 4/15/19													
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Deb Sees, Environmental Health Administrator													
REQUEST SUMMARY	We are requesting the Business Entity Certification be filled out and the 2020 participation agreement be signed to conduct food safety inspections for the summer food service program sponsored by Missouri Department of Health and Senior Services and the federal Department of Agriculture. Under reimbursement requirements in the participation agreement we will complete inspections that will be reimbursed within the range of \$125 to \$30 for each inspection. This program provides a free nutritional meal for children at multiple sites within Eastern Jackson County. A second RLA will be done when the amount of reimbursement has been determined by the granting agency.													
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)													
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals													
ATTACHMENTS	Participation Agreement													
REVIEW	<table border="1" data-bbox="354 1612 1520 1890"> <tr> <td>Department Director: <i>Deb Sees</i></td> <td>Date: 5/4/2020</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i> APPROVED <small>By Sarah Matthes on 5/28 pm, May 28, 2020</small></td> <td>Date:</td> </tr> <tr> <td>Division Manager: <i>Aray M. Schubert</i></td> <td>Date: 6-1-2020</td> </tr> <tr> <td>County Counselor's Office: <i>Bryan Combs</i></td> <td>Date: 6/4/20</td> </tr> </table>		Department Director: <i>Deb Sees</i>	Date: 5/4/2020	Finance (Budget Approval): <i>If applicable</i> APPROVED <small>By Sarah Matthes on 5/28 pm, May 28, 2020</small>	Date:	Division Manager: <i>Aray M. Schubert</i>	Date: 6-1-2020	County Counselor's Office: <i>Bryan Combs</i>	Date: 6/4/20				
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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.