



Jackson County Health Department

Oct.27-Nov. 3, 2021

COVID-19

Data

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

JACOHD

- Total Cases – 40,263
- Total Deaths – 536

Totals by Week:

- Cases – 355
- Deaths – 14

**Note: Cases from Independence, MO have been removed from the Jackson County Health Department data dashboard. There has been a delay in data reporting from the state level. Therefore, these data are provisional and are subject to change.

Current Outbreaks

Child Prodigy South – 7
 Ignite Medical Resort Blue Springs – 5
 Jefferson Health Care – 7
 Village at Carrol Park – 16

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

JACOHD/Jackson County Vaccine Data

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

JACOHD

- Total doses administered – 79,286 Jackson County
- 52.8% of Jackson County residents have initiated vaccination; 48% have completed vaccination
 - Jackson County’s population: 269,503
- 142,229 first doses have been administered; 279,391 total doses have been administered

JACOHD/TMC Sponsored Testing

Tuesday, Nov. 9, 2021	10 a.m. - 2 p.m. – 616 NE Douglas St, Lee’s Summit
Weds., Nov. 10, 2021	10 a.m. - 2 p.m. – 616 NE Douglas St, Lee’s Summit
Symptomatic Testing:	Call 816-404-CARE

JACOHD Vaccine Clinics

Everyone over the age of 12 is eligible for vaccination. Residents can visit jacohtd.org/events to find clinic registration and walk-in hours.

Thursday, Nov. 4, 2021	9 a.m. – 4 p.m. – Ralph Powell Road, Lee’s Summit
Friday, Nov. 5, 2021	9 a.m. – 4 p.m. – Ralph Powell Road, Lee’s Summit 4p.m. – 7 p.m. – Inter City Fire Protection District
Saturday, Nov. 6, 2021	9 a.m. – 12 p.m. – Mattie Rhodes Center
Monday, Nov. 8, 2021	9 a.m. – 4 p.m. – Ralph Powell Road, Lee’s Summit
Tuesday, Nov. 9, 2021	9 a.m. – 4 p.m. – Ralph Powell Road, Lee’s Summit

PPE Supply

The supply rate meets the demand rate.

JCDC Testing

JACOHD is continually working with JCDC on reporting and investigation.

Regional Coordination Meetings

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



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

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

201 West Lexington, 2nd Floor
Independence, MO 64050

November 5 – November 11, 2021

11-05-2021 Friday

NO MEETINGS –

11-08-2021 Monday

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

9:10 A.M.

Budget Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

9:40 A.M.

Public Works Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

9:50 A.M.

Land Use Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

10:00 A.M.

LEGISLATIVE MEETING –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

Closed meeting per Resolution #20811

11-09-2021 Tuesday

10:00A.M.

COMBAT Commission Meeting –
The meeting will be held via Zoom. For more information
contact Vince Ortega at vortega@jacksongov.org or
LaTasha Bunting at lbunting@jacksongov.org.

2:05 P.M.

Bid Opening Purchasing Department –
Hila “Dutch” Newman Legislative Conference Room
415 East 12th Street, 2nd Floor, Kansas City, MO

11-10-2021 Wednesday

NO MEETINGS –

11-11-2021 Thursday

COUNTY HOLIDAY - VETERANS DAY

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION setting out the procedure by which Jackson County will select and procure a Design-Builder for the construction of a new Jackson County Detention Center, as authorized by section 67.5060, RSMo.

RESOLUTION NO. 20802, November 1, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, Jackson County is a home rule charter county, organized pursuant to article VI, section 18 of the Constitution of Missouri; and,

WHEREAS, Jackson County, pursuant to article III, section 6.2 of the Jackson County Charter, adopted a procurement procedure for Design-Build services by Executive Order 94-24, dated October 6, 1994; and,

WHEREAS, the Design-Build procedure adopted by the County pursuant to its home rule charter is over twenty-seven years old; and,

WHEREAS, the Legislature desires to contract with a Design-Builder for the construction of a new Jackson County Detention Center on a tract of land previously acquired for this purpose; and,

WHEREAS, any county operating under home rule charter pursuant to article VI, section 18 of the Constitution of Missouri may adopt a Design-Build construction process via ordinance, rule, or regulation pursuant to section 67.506(21), RSMo; and,

WHEREAS, the County will establish and follow the process set forth herein to select a Design-Builder utilizing a qualification-based methodology: a) the County will issue a request for qualifications (RFQ); b) the County will receive, evaluate, and score the proposals submitted; c) the County will establish a “short list” of no more than three (3) of the best qualified firms that submitted RFQ’s; d) upon establishing a short list, the County will issue a request for proposals (RFP) to each entity selected per the RFQ process; e) the County will issue a request for a cost proposal from each entity selected per the RFQ process, which cost proposal shall include contractor fees, contractor overhead, bonds and insurance costs, and design fees and expenses; f) the County will review the technical proposals submitted by each respondent and, if warranted, schedule interviews with the RFP respondents; g) the County will evaluate and score each technical proposal which will account for 90% of total score of each respondent; h) the County will evaluate and score each cost proposal which will account for 10% of the total score; i) the County will review, evaluate and combine the technical score and the cost proposal score to determine total score for each respondent; and j) based upon the combined scores of each respondent’s technical proposal score and cost proposal score, the County will select a Design-Builder to construct the new detention center facility; and,

WHEREAS, the County shall have discretion to disqualify any Design-Builder that lacks the minimum qualifications required to perform the work; and,

WHEREAS, following the selection of the Design-Builder as set forth above, the County will initiate the next phase of its Design-Build process, in which phase: a) the County will enter into a Pre-Construction Services Agreement with the Design-Build awardee; b) the Design-Builder will provide certain services under the Pre-Construction Services Agreement which will include preliminary design development and preparation of an initial guaranteed maximum price (GMP); c) the Design-Builder will present the preliminary design and GMP to the County for approval; and d) upon granting approval for the preliminary design and GMP, the County will enter into a contract with the Design-Builder to complete the process to construct the new Jackson County Detention Center; and,

WHEREAS, the County shall have discretion to disqualify any Design-Builder that lacks responsiveness to requirements of the RFP; and,

WHEREAS, if at any time the County determines that it is not in its best interest to proceed with the Detention Center project pursuant to the proposal offered by the selected Design-Builder, the County shall reject said proposal and all other proposals; now therefore,

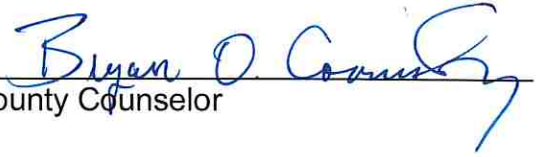
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Design-Build method of procurement as set out in this Resolution be utilized in the selection and procurement of a Design-Builder for the Detention Center project.

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. 20802 of November 1, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$28,500.00 from the undesignated fund balance of the 2021 Grant Fund in acceptance of the Sheriff's Office's DWI Saturation Patrol Enforcement grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds.

ORDINANCE NO. 5560, November 8, 2021

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office a DWI Saturation Patrol Enforcement grant in the amount of \$28,500.00, for the period October 1, 2021, through September 30, 2022; and,

WHEREAS, the Sheriff's Office is targeting impaired drivers through DWI sobriety checkpoints, including multijurisdictional projects throughout the County; and,

WHEREAS, the Sheriff recommends the use of the grant funds for reimbursement of overtime necessary for establishing sobriety checkpoints and other alcohol-enforcement activities and for travel and training expenses of unit personnel; and,

WHEREAS, an appropriation is necessary to place the grant funds in the appropriate spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the

following appropriation from the undesignated fund balance of the 2021 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Impaired Driving Enforcement			
010-4223	45936- Increase Revenues	\$28,500	
010-9999	32810- Undesignated Fund Balance		\$28,500
010-9999	32810- Undesignated Fund Balance	\$28,500	
Impaired Driving Enforcement			
010-4223	55030- Overtime Salaries		\$23,650
010-4223	55600- FICA Taxes		\$ 1,850
010-4223	56140- Travel Expense		\$ 1,950
010-4223	56756- Training Expense		\$ 1,050

and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5560 introduced on November 8, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5560.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 9999 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$28,500.00

11/4/2021

Date



Chief Administrative Officer

CONTRACT

Form HS-1

Version: 1

06/08/2021

Missouri Department of Transportation Highway Safety and Traffic Division P.O. Box 270 830 MoDOT Drive Jefferson City, MO 65102 Phone: 573-751-4161 Fax: 573-634-5977	Project Title: Impaired Driving Enforcement Project Number: 22-M5HVE-03-018 Project Category: 405d Mid HVE Program Area: Impaired Driving Funding Source: 405d / 20.616 Type of Project: Initial Started: 10/01/2021
Name of Grantee Jackson County Sheriff's Office	Federal Funds Benefiting
Grantee County Jackson	
Grantee Address 4001 NE Lakewood Court Lee's Summit, MO 64064-1703	State: Local: _____ \$28,500.00 Total: \$28,500.00
Telephone 816-524-4302	Fax 816-795-1969
Contract Period Effective: 10/01/2021 Through: 09/30/2022	Source of Funds Federal: \$28,500.00 State: Local: _____ \$0.00 Total: \$28,500.00
	Prepared By Wilson, Scott

Subrecipient Authorizing Official**Date**_____
Subrecipient Project Director**Date**_____
MHTC Authorizing Official**Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$28,500.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment and software with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.
7. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . There may be no reimbursement for equipment purchased at the end of the fiscal year.
8. That all necessary affirmative steps are taken to assure that minority businesses , women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
 - 1. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper

manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;
4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

X. PRODUCTION & DEVELOPMENT COSTS Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. INDEMNIFICATION Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement .

XII. AMENDMENTS The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and/or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal , Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.

XIII. MHTC REPRESENTATIVE The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement . The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. ASSIGNMENT The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XV. LAW OF MISSOURI TO GOVERN This Agreement shall be construed according to the laws of the State of Missouri . The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

XVI. VENUE It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

XVII. SECTION HEADINGS All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement .

XVIII. NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIENTATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The Subrecipient's policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**XXI. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XXII. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

**XXIII. RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions:

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

CONTRACT CONDITIONS - PAGE 9

- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XXV. BUY AMERICA ACT
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.

www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also

encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops.

Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE (2CFR PART 200.322)

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training . The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 1. Title of the class
 2. Date(s) and location of class
 3. Printed Name and signature of attendees (unless otherwise prohibited)
 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal , disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts .

B. PROJECT ACTIVITIES

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes ; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with , or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org/>.
5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
6. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdowns held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22.9 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 80.4 percent of substance-impaired driving fatalities. Fourteen percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver who often was an underage-impaired driver.

Jackson County, Missouri still remains as one of the highest in state for number of alcohol/ drug related traffic crashes, with a significant number of serious injuries and fatalities stemming from these traffic crashes. In the previous three year reporting, as published by the Missouri State Highway Patrol, Jackson County, Missouri has had a total of 72,825 traffic crashes. Of these crashes 2,055 were attributed to impaired drivers, which resulted in 25 fatalities and 848 serious injuries. MSHP crash mapping shows that many of these crashes were in direct proximity to, or on a feeder roadway to one of the many entertainment districts in Jackson County, Missouri.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on an annual average increase of 3.41 percent in alcohol-impaired driving involved fatalities from 2014 to 2018, Missouri is projecting a five-year average of 251.5 alcohol-impaired driving involved fatalities of 251.5 by December 31, 2021.

To increase DWI arrests by 10% over the previous fiscal year's reported statistics. To improve the awareness of enforcement actions through high visibility operations, providing significant visual stimuli to those who are considering driving after partaking in alcohol or drugs. To provide an additional decrease of 7% in the number of alcohol/drug related serious injury and fatality traffic crashes, in and around the county's entertainment districts, which will be measured by the crash data reported by the MSHP crash mapping site.

PROJECT DESCRIPTION

Conduct twenty (20) organized saturation patrols during the fiscal year, in selected areas, utilizing eight deputies per deployment, in six hour deployments, between the hours of 10:00 p.m. to 4:00 a.m. These saturation patrols will focus on selected areas which show a high number of DWI related arrests, and impaired driving crashes, which will primarily focus on the areas surrounding the entertainment districts of Kansas City, Missouri and all feeder roadways to and from those areas.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. Failed to exhaust all grant funds based on lack of interest, change in manpower in full time unit, and COVID-19 pandemic restrictions.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18	Total number of DWI violations written by your agency.	316
19	Total number of speeding citations written by your agency.	554
20	Total number of HMV citations written by your agency.	1300
21	Total number of child safety/booster seat citations written by your agency.	14
22	Total number of safety belt citations written by your agency.	21
23	Total number of warnings issued.	2058

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	72825
25	Total number of traffic crashes resulting in a fatality.	276
26	Total number of traffic crashes resulting in a serious injury.	20196
27	Total number of speed-related traffic crashes.	7703
28	Total number of speed-related traffic crashes resulting in a fatality.	97
29	Total number of speed-related traffic crashes resulting in a serious injury.	2762
30	Total number of alcohol-related traffic crashes.	2055
31	Total number of alcohol-related traffic crashes resulting in a fatality.	25
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	848
33	Total number of unbuckled fatalities.	105
34	Total number of unbuckled serious injuries.	302

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	105
36	Total number of commissioned patrol and traffic officers.	30
37	Total number of commissioned law enforcement officers available for overtime enforcement.	100
38	Total number of vehicles available for enforcement.	100
39	Total number of radars/lasers.	12
40	Total number of in-car video cameras.	75

41 Total number of PBTs. 12

42 Total number of Breath Instruments. 7

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

The DWI Unit will conduct enforcement operations throughout the entire Jackson County area, with targeted enforcement at specific locations based on crash data with specific focus on the following areas during large scale saturations.

Midtown Kansas City area, Downtown Kansas City area, MO 291 through Independence, I-70 from east to west county limits, I-435 from north to south county limits, US-71 Hwy and I-49 north to south county limits, I-470 from I-435 to Douglas Rd. in Lee's Summit and any ancillary roadways.

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

October through September, all months

46 Enter the days of the week in which enforcement will be conducted.

Primarily on Saturday, with some special times due to holiday driving seasons and MODOT mobilizations.

47 Enter the time of day in which enforcement will be conducted.

10:00 p.m. - 4:00 a.m.

48 Enter the number of officers assigned during the enforcement period. 8

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Jackson County Sheriff's Office TSU will continually monitor the effectiveness and success of the chosen locations and times, by use of crash mapping, in house records system, networking with partner law enforcement agencies, and civilian partners (MADD). The annual evaluation will take place by overall crash number decreases, as reported by the MSHP, as well as the overall DWI arrest numbers in any given area of operation. The TSU will adjust as necessary to ensure coverage on the most affected areas of Jackson County .

ADDITIONAL FUNDING SOURCES

None

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	Approximately 535 hours of Impaired Driving Enforcement	1.00	\$25,000.00	\$25,000.00	\$0.00	\$25,000.00
	Overtime and Fringe	Approximately 20 hours of Dispatcher Overtime During Saturation Patrols	1.00	\$500.00	\$500.00	\$0.00	\$500.00
					\$25,500.00	\$0.00	\$25,500.00
Training							
	Training Conducted	5 Deputies assigned to the TSU and 1 Sergeant to attend state DRE conference (MOPS).	6.00	\$500.00	\$3,000.00	\$0.00	\$3,000.00
					\$3,000.00	\$0.00	\$3,000.00
Total Contract					\$28,500.00	\$0.00	\$28,500.00

ATTACHMENTS

Document Type
WORD

Description
County Authorization Form

Original File Name
County Sign.pdf

Date Added
02/25/2021

Request for Legislative Action

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5560
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	11/8/2021

Introduction
Action Items: ['Authorize', 'Appropriate']
Project/Title:
Appropriating \$28,500 from the undesignated fund balance of the 2021 Grant Fund in acceptance of the Sheriff's Office Impaired Driving Enforcement Grant awarded by the Missouri Department of Transportation, Highway Safety and Traffic Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds. Project Number 22-M5HVE-03-018.

Request Summary
<p>The Sheriff's Office has been awarded an Impaired Driving Enforcement grant in the amount of \$28,500 by the Missouri Department of Transportation, Highway Safety and Traffic Division, for the period of October 1, 2021, to September 30, 2022. The grant does not require any local matching funds. Project Number 22-M5HVE-03-018.</p> <p>The Sheriff's Office will target impaired drivers through high visibility enforcement activities, including multijurisdictional projects throughout Jackson County. The grant funds will be used for reimbursement of overtime necessary for sobriety enforcement activities and for training and travel expenses of Traffic Unit personnel.</p> <p>The Sheriff recommends the acceptance of this grant and the execution of a grant contract with the Missouri Department of Transportation, Highway Safety and Traffic Division. An appropriation is necessary to place the grant funds in the proper spending accounts.</p> <p>010-4223-55030 Grant Fund – Impaired Driving Enforcement – Overtime \$23,650 010-4223-55040 Grant Fund – Impaired Driving Enforcement – FICA Taxes \$1,850 010-4223-56140 Grant Fund – Impaired Driving Enforcement – Travel Expense \$1.950 010-4223-56756 Grant Fund – Impaired Driving Enforcement – Training Expense \$1,050</p>

Contact Information			
Department:	Sheriff	Submitted Date:	10/27/2021
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Request for Legislative Action

Budget Information			
Amount authorized by this legislation this fiscal year:			\$28,500
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$28,500
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$28,500
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	4223 (Impaired Driving Enforcement)	55030 (Overtime Salaries)	\$23,650
010 (Grant Fund)	4223 (Impaired Driving Enforcement)	55040 (FICA Taxes)	\$1,850
010 (Grant Fund)	4223 (Impaired Driving Enforcement)	56140 (Travel Expense)	\$1,950
010 (Grant Fund)	4223 (Impaired Driving Enforcement)	56756 (Training Expense)	\$1,050

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5504	May 10, 2021
5274	October 7, 2019
Prior Resolution	
Resolution:	Resolution date:

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

Compliance

Request for Legislative Action

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

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

History
<p>Elizabeth A. Money at 10/27/2021 8:41:50 AM - [Submitted]</p> <p>Department Director: Michael L. Montgomery at 10/27/2021 10:25:23 AM - [Approved]</p> <p>Finance (Purchasing): Barbara J. Casamento at 10/27/2021 11:44:35 AM - [Not applicable]</p> <p>Compliance: Katie M. Bartle at 10/27/2021 4:34:54 PM - [Approved eRLA 286]</p> <p>Finance (Budget): Sarah L. Matthes at 10/28/2021 8:15:15 AM - [Approved Fiscal Attached]</p> <p>Executive: Troy Schulte at 10/28/2021 9:52:48 AM - [Approved]</p> <p>Legal: Elizabeth Freeland at 11/4/2021 8:42:26 AM - [Approved]</p>

Supplemental Appropriation Request Jackson County, Missouri

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

Date: October 28, 2021

ORD # 5560
eRLA # 286

Department / Division	Character/Description	From	To
Grant Fund - 010			
4223 - Impaired Driving Enforcement	45608 - Increase Revenues	28,500	
9999 - Non Specific Department	32810 - Undesignated Fund Balance		28,500
9999 - Non Specific Department	32810 - Undesignated Fund Balance	28,500	
4223 - Impaired Driving Enforcement	55030 - Overtime Salaries		23,650
4223 - Impaired Driving Enforcement	55040 - FICA Taxes		1,850
4223 - Impaired Driving Enforcement	56140 - Travel Expense		1,950
4223 - Impaired Driving Enforcement	56756 - Training Expense		1,050
<div style="border: 1px solid green; padding: 5px; display: inline-block;"> APPROVED <i>By Sarah Matthes at 8:14 am, Oct 28, 2021</i> </div>		\$ 57,000	\$ 57,000

Budgeting

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing section 1070., Jackson County Code, 1984, relating to County construction projects and enacting, in lieu thereof, one new section relating to the same subject.

ORDINANCE NO. 5561 November 8, 2021

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, section 67.5060, RSMo authorizes Missouri political subdivisions to use the design-build methodology of completing construction projects; and,

WHEREAS, section 67.5060 contains specific requirements as to how the design-build process should be implemented and followed; and,

WHEREAS, subsection 67.5060.21(2) provides an exception to these specific requirements for a home rule charter county that has adopted its own design-build procedure by ordinance, rule, or regulation; and,

WHEREAS, this Ordinance would amend the Jackson County Code to allow the Legislature to adopt by resolution specific design-build procedures for future County construction projects on an individualized, project-by-project basis and is in the best interests of the health, welfare, and safety of the citizens of the County; now therefore,

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

Section A. Enacting Clause

Section 1070, Jackson County Code, 1984, is hereby repealed, and one new section enacted in lieu thereof to be known as section 1070., to read as follows:

1070. Construction Projects, Bid Process.

Except as otherwise provided by law, the Director of Public Works shall solicit bids and let contracts for construction projects in the same manner as the Director of Finance and Purchasing solicits bids and lets contracts on other County purchases, all of which shall seek the best products and/or services that are available for the lowest price. The Director of Finance and Purchasing shall cooperate with the Director of Public Works in the preparation of specifications, solicitation of bids, and bid analysis on construction projects.

1070.1 Design-Build Projects.

The County Legislature may by resolution direct the procurement of design-build construction services, as authorized by section 67.5060, RSMo, on a project-by-project basis. The directing resolution may tailor the services to be procured, the procedures for procurement, and method of design-build construction, consistent with subsection 67.5060.21(2), to meet the individual requirements of the specific County project.

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. 5561 introduced on November 8, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5561.

Date

Frank White, Jr., County Executive

Request for Legislative Action

Ord. #5561
Sponsor: Dan Tarwater III
Date: November 8, 2021

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5561
Sponsor(s):	Daniel T. Tarwater III	Legislature Meeting Date:	11/8/2021

Introduction
Action Items: ['Repeal']
Project/Title:
AN ORDINANCE repealing section 1070., Jackson County Code, 1984, relating to County construction projects and enacting, in lieu thereof, one new section relating to the same subject.

Request Summary
Adjusting the County Code to meet the new specific requirements as to how the design-build process should be implemented and followed.

Contact Information			
Department:	County Counselor	Submitted Date:	11/3/2021
Name:	Elizabeth Freeland	Email:	EFreeland@jacksongov.org
Title:	Litigation Paralegal	Phone:	816-881-3352

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

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5556	October 11, 2021
Prior Resolution	
Resolution:	Resolution date:
20802	November 1, 2021

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

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

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

Request for Legislative Action

History

Elizabeth Freeland at 11/3/2021 12:03:08 PM - [Submitted | For the 11-8 agenda. Please approve ASAP. Thx!]

Department Director: Bryan O. Covinsky at 11/3/2021 12:48:03 PM - [Approved |]

Finance (Purchasing): Craig A. Reich at 11/4/2021 11:29:48 AM - [Not applicable |]

Compliance: Jaime Guillen at 11/4/2021 11:46:03 AM - [Approved |]

Finance (Budget): Mark Lang at 11/4/2021 11:58:44 AM - [Not applicable |]

Executive: Sylvya Stevenson at 11/4/2021 1:22:30 PM - [Approved |]

Legal: Lisa Honn at 11/4/2021 1:45:54 PM - [Approved | Per E. Freeland, approving for Legal.]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$46,580.00 within the 2021 County Improvement Fund to pay the costs of necessary engineering services within the County park system from an existing County term and supply vendor.

RESOLUTION NO. 20807, November 8, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Director of Parks + Rec desires to use an existing County term and supply engineering services vendor to preform field inspections, pavement analysis, and sub-surface condition evaluations to determine what improvements are needed to the roads and paved areas at Fleming, Prairie Lee, and Longview Lake Park; and,

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

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
County Improvement Fund Special Projects in Public Works 013-1507	58060- Other Improvements	\$46,580	
Construction Services 013-1608	56030- Architectural & Engin. Services		\$46,580

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

APPROVED AS TO FORM:

Jay D. Holden
Chief Deputy County Counselor

Bryan O. Combs
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20807 of November 8, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 013 1507 58060
ACCOUNT TITLE: County Improvement Fund
Special Projects in Public Works
Other Improvements
NOT TO EXCEED: \$46,580.00

11/3/2021
Date

[Signature]
Chief Administrative Officer

Request for Legislative Action

Res. #20807
Sponsor: Theresa Cass Galvin
Date: November 8, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20807
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	11/8/2021

Introduction
Action Items: ['Transfer']
Project/Title:
A Resolution transferring \$46,580 within the County Improvement Fund for On-Call Term & Supply Engineering Services from Olsson Associates of Olathe, KS for work for the Parks + Rec Department.

Request Summary
<p>Parks + Rec is in need of professional services under the existing On-Call Engineering Contract with Olsson Associates. The Olsson Contract is classified as a Term & Supply Contract (Bid Number 11-18, Resolution Number 19858, expiring on 6/19/22, Vendor Code OAI83010, Com Code 210-509).</p> <p>The required scope of work includes engineering services for field inspections, pavement analysis, sub-surface condition evaluation, and recommendations for pavement repairs and replacements for roads within the County Parks System, including roads and paved areas at Fleming Park, Prairie Lee, and Longview Lake Park.</p>

Contact Information			
Department:	Parks + Rec	Submitted Date:	10/11/2021
Name:	Brian P. Nowotny	Email:	BPNowotny@jacksongov.org
Title:	Deputy Director Park Operations	Phone:	816-503-4803

Budget Information			
Amount authorized by this legislation this fiscal year:			\$46,580
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$46,580
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
013 (County Improvement Fund)	1507 (Special Projects in Public Works)	58060 (Other Improvements)	\$46,580

Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
013 (County Improvement Fund)	1608 (Construction Services)	56030 (Architectural & Engin. Services)	\$46,580

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19858	May 14, 2018

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE:	5.00%
WBE:	5.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

History

Brian P. Nowotny at 10/11/2021 12:56:51 PM - [Submitted |]
Department Director: Michele Newman at 10/12/2021 11:32:18 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 10/12/2021 4:01:13 PM - [Returned for more information | return for transfer language]
Submitter: Brian P. Nowotny at 10/13/2021 11:46:58 AM - [Submitted | Transfer language updated.]
Department Director: Michele Newman at 10/15/2021 2:09:48 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 10/15/2021 2:31:21 PM - [Returned for more information | Please include Olsson & Associates city and state in Project/TitlePlease state in the Request Summary that Olsson is a current Term and Supply Vendor and provide the contract number]
Submitter: Brian P. Nowotny at 10/15/2021 3:25:04 PM - [Submitted | All contract information from SharePoint now included within request description.]
Department Director: Michele Newman at 10/17/2021 8:31:38 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 10/18/2021 9:17:20 AM - [Approved |]
Compliance: Katie M. Bartle at 10/18/2021 1:07:31 PM - [Approved | eRLA 272]
Finance (Budget): Mark Lang at 10/21/2021 11:14:20 AM - [Approved | The fiscal note has been attached.]
Executive: Sylvya Stevenson at 10/21/2021 12:00:04 PM - [Approved |]
Legal: Elizabeth Freeland at 11/4/2021 8:41:20 AM - [Approved |]

Fiscal Note:

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

PC# 150721010 000

Date: October 21, 2021

RES # 20807
eRLA ID #: 272

Org Code/Description	Object Code/Description	From	To
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013 County Improvement Fund

1507 Special Projects in Public Works	58060 Other Improvements	\$ 46,580	\$ -
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1608 Construction Services	56030 Architectural & Engin. Services	-	46,580
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	\$ 46,580		\$ 46,580
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APPROVED
By Mark Lang at 11:13 am, Oct 21, 2021

Budget Office

**Work Order
For Jackson County On-Call Geotechnical Engineering
and Professional Testing Services
RFQ No. 11-18, Resolution No. 19858**

Jackson County Parks and Recreation Pavement Evaluation and Repair

Upon execution, this Work Order shall become part of the Professional Services Agreement (Agreement) between the Jackson County Missouri (Client) and Olsson Associates (Olsson) dated June 20, 2018 and extended on July 9, 2020. The terms and conditions of the Agreement shall apply to this Work Order.

WITNESSETH, that in accordance of the mutual covenants herein contained, the Client hereby agrees to employ Olsson to perform engineering services hereinafter outlined.

Scope of Work

See "Exhibit 1" attached to this Work Order.

Schedule

Contract Notice-to-Proceed (NTP)
Complete Field Exploration
Submit Final Geotechnical Report

To be Determined
Eight (8) Weeks after NTP
Twelve (12) Weeks after NTP

Compensation

For performance of the Scope of Work, Client shall pay **Olsson** on a time and materials basis according to the tables below with a not to exceed amount of **\$46,580.00**.

EXHIBIT D Schedule of Reimbursable Expenses				
Expenses	Amount	Type	\$ Ea.	Cost
Field Exploration				
Mileage	250	Miles @	\$ 0.58	\$145.00
Pavement Coring	72	Each @	\$ 70.00	\$5,040.00
Standard Tube Beneath Core	72	Each @	\$ 22.50	\$1,620.00
Pavement Patching	72	Each @	\$ 45.00	\$3,240.00
Coring Equipment	10	Days @	\$125.00	\$1,250.00
Laboratory				
Unconfined Compressive Strength	72	Each @	\$ 40.00	\$2,880.00
Atterberg Limits Test	10	Each @	\$ 80.00	\$800.00
Total Expenses				\$14,975.00

EXHIBIT A Schedule of Hourly Rates			
Personnel	Hours	2021 \$ Per Hr.	Cost
Team Leader	4	\$150.00	\$600
Senior Geotechnical Engineer	20	\$150.00	\$3,000
Project Engineer	115	\$125.00	\$14,375
Assistant Engineer	115	\$110.00	\$12,650
Senior Technician	8	\$60.00	\$480
Administrative Assistant	10	\$50.00	\$500
Total Hours		272	
		Total Cost	\$31,605.00

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns regarding this scope of work please call Ian Dillon at 816.935.4410 or at idillon@olsson.com. We look forward to hearing from you and working with you and your agency on this project.

OLSSON INC.

By  _____
Ian Dillon, PE

Title Senior Geotechnical Engineer

By  _____
James Landrum, PE

Title Technical Leader

Jackson County Missouri

By _____

Date _____

Title _____

EXHIBIT 1 SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the On-Call Agreement for Geotechnical Engineering Services and Professional Testing Services to Jackson County dated June 20, 2018 between Jackson County, Missouri ("Client") and Olsson ("Olsson") providing for professional services.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Parks and Recreation Properties Across Jackson County, MO

Project Description: Existing Pavement Assessment and Repair Recommendations

SCOPE OF SERVICES

Services included in this proposal include field exploration and geotechnical investigation.

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PHASE 1: DESIGN ENGINEERING SERVICES

TASK 1: GEOTECHNICAL EXPLORATION \$46,580.00 T&M Not to Exceed

Project Understanding

Jackson County Parks and Recreation Department requested Olsson evaluate the condition of the roadways and parking lots under the department's supervision. The table below provides the name, length and/or size of the area being evaluated. We understand the list provided is preliminary in nature and is subject to change. Olsson should be made aware of any changes prior to beginning our work. Changes to the list may impact the project budget.

Area	Drive Path Length (ft)	Parking Lot Area (ft ²)	Number of Borings (1 boring per Half Mile)*	Parking Lot Size (Sm/Med/Lg)	Number of Borings within Parking Lot
South Prairie Lee	5,800	0	2	N/A	0
LV Balloon Port Road	3520	0	1	N/A	0
JA Marina	2,450	113,200	1	Large	3
JA RC Field, Ranger, Underwater Dive	600	53,000	1	Medium	2
JA Campground & South Boat Dock	4,900	49,700	1	Medium	2
BS AUX Ramp Parking	0	53,204	0	Medium	2
BS Marina Campground and Beach	6600	127,000	2	Large	3
BS Lake Ridge Road	12,933	0	5	N/A	0
BS Turkey Hollow Road	7,570	0	3	N/A	0
JA Kemper	1,650	21,500	1	Medium	2
JA Park Admin	200	39,800	1	Medium	2
JA Handicap Fishing Dock	200	16,900	1	Small	1
LV Frank White Complex	1,800	97,400	1	Large	3
LV Arbanas Golf Course	1,650	92,100	1	Medium	2
LV Marina	770	157,500	1	Large	3
LV Beach	1,800	110,500	1	Large	3
LV Mouse Creak	2,350	93,100	2	Large	3
Liggett Cove Road	19,978	0	8	N/A	0
West Park Road	18,405	0	8	N/A	0

Project Approach

We propose to perform a site visit along the entire length of the roadways chosen by Jackson County Parks and Recreation Department in order to establish a general visual pavement condition of the existing roadways. We will also visit select parking lots and perform a similar visual pavement condition evaluation. Based on the condition of the roadways and/or parking lots, we propose to perform up to 75 pavement cores with subgrade sampling at various locations that require additional information. Based on our visual observation of the roadways and parking lots, in association with our pavement cores and laboratory tests on the subgrade samples taken, we propose to provide pavement rehabilitation recommendations for the existing pavements. As part of the process, we propose to perform the following:

Pavement Coring and Field Observations

- a. Olsson will contact Missouri One Call to locate underground utilities.
- b. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. The cost of locating private utility lines and private service connections is not included in our scope of services and is the Owner's responsibility. Olsson is not responsible or liable for damage to any private utilities or private service connections.
- c. Traffic control, city and/or state right-of-way occupation permitting, street use permitting, etc. are not included in this scope of work.
- d. We propose to use a pavement core attached to a truck-mounted drill rig and/or use hand equipment to complete the following:
 - Up to Seventy-Five (75) pavement cores with one thin-walled tube sample obtained below the pavement where possible (maximum depth of 3 feet)
- e. We will backfill the core locations with bentonite chips and patch pavements with an asphaltic concrete cold mix.
- a. We propose to visually observe the condition of each of the requested roadways and parking lots.

Laboratory Services

- a. We will perform unconfined compressive strength, moisture content, and in-place unit weight tests on each testable sample obtained at the core locations. We will determine the Atterberg limits on up to ten samples.
- b. We will document the pavement cores using digital photographs.

Evaluation and Geotechnical Report

A geotechnical engineering report will be prepared under the direction of a registered professional engineer based on the findings of the field and laboratory programs. The report will include a coring location plan/table, computer-generated boring logs, results of the laboratory testing program and a description of the surface and subsurface conditions encountered at the locations we cored. In addition, the report will present our opinions and recommendations regarding the following items:

- a. Results of our visual pavement evaluations, including typical pavement distresses and general pavement conditions.
- b. Recommended pavement rehabilitation recommendations for each pavement area observed.
- c. Provide an engineer's estimate for the recommended work.

CLIENT PROVIDED INFORMATION

- Record drawings for structures/as-builts/inspection reports.
- Right of entry to perform field work

EXCLUSIONS

- Traffic Control
- Any Permit or User Fees
- Private Utility Locating Services (Typically Light Poles in Parking Lots)
- Construction administration, testing, inspection and observation

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services at the rate outlined in the Table provided, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a License and Professional Services Agreement with Audacy-Kansas City, LLC, d/b/a KZPT, for the sponsorship of an event at Longview Lake, at an actual cost to the County in the amount of \$18,000.00.

RESOLUTION NO. 20808, November 8, 2021

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the County and Audacy-Kansas City, LLC, d/b/a KZPT 99.7 The Point (“KZPT”), will celebrate the 24th Anniversary of “Christmas in the Sky” on Wednesday, November 24, 2021, which will feature a synchronized fireworks display and other entertainment in connection with the County’s Christmas in the Park event; and,

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

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

WHEREAS, the County will contribute \$18,000.00 to assist with the production of the display and in return KZPT will provide the Parks + Rec Department \$25,000.00 in air time to be used for advertising Parks + Rec Department activities during 2022; and,

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

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

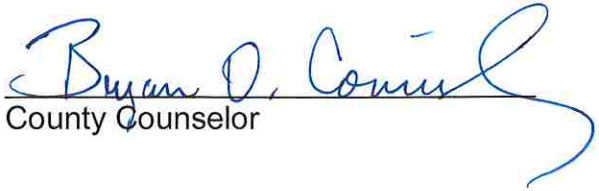
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the agreement.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20808 of November 8, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 003 1601 56790
ACCOUNT TITLE: Park Fund
Director of Parks
Other Contractual Services
NOT TO EXCEED: \$18,000.0



Date



Chief Administrative Officer

**Jackson County Parks + Rec
AUDACY - KANSAS CITY, LLC**

MEDIA PARTNERSHIP AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of September, 2021, by and between JACKSON COUNTY, MISSOURI, a political subdivision of the State of Missouri, acting by and through its County Executive (hereinafter called "the County") and Audacy Kansas, LLC City, LLC, operator of radio station KZPT (hereinafter called "KZPT").

WITNESSETH:

WHEREAS, the County hereby designates KZPT as the Media Partner for Jackson County's Christmas in the Sky ("the Event") at Longview Lake Beach ("the Property"), which will feature a fireworks display synchronized to a 20-minute holiday music soundtrack to air on KZPT, from approximately 7:40 pm – 8:00 pm on Wednesday, November 24, 2021; and

WHEREAS, the County hereby grants to KZPT the opportunity to bring additional exhibitors and vendors to the Event; and

WHEREAS, the County acknowledges the benefits to the success of the Event that a media partner can provide through marketing and promotion of the Event.

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

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

1. Exhibitors. KZPT may contract with exhibitors, vendors and concessionaires ("Exhibitors") to occupy portions of the Property during the Event, subject to the County's approval of each Exhibitor, such approval not to be unreasonably withheld, conditioned or delayed. Such Exhibitors shall be given time prior to the Event opening on Wednesday, November 24, 2021 to install exhibits, equipment, concessions and related materials for their on-site activities, and all such material shall be removed from said Property on or before 10:00 o'clock p.m. on Wednesday, November 24, 2021. In the event the Property is not vacated by KZPT and the Exhibitors on the above named date and time, then the County shall be, and is hereby authorized upon notice to KZPT to remove from the Property, at the expense of KZPT, all goods, wares, merchandise, and property of any and all kinds and description which may be then occupying the portions of said Property on which the term of license has expired, and the County shall not be liable for any damages or loss to such goods, wares, merchandise, or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and the County is hereby expressly released from any and all claims for damages of whatever kind or nature, except to the extent caused by the gross negligence or willful misconduct of the County.

2. Structures Allowed and Removal of Structures. The County gives its permission for the temporary placement of tents or booths by KZPT and its Exhibitors. The locations of these structures are to be pre-approved by the County. Any expense for said tents and booths shall be borne by KZPT or the Exhibitors and any damage to said Property, caused by the placement or removal thereof by KZPT or any Contractor shall be paid by the party causing such damage. The County gives its approval to install such structures which shall include, but not be limited to, those listed in Paragraphs a-b below. KZPT and/or Exhibitors may begin installation on Tuesday, November 23, 2021. KZPT must submit to the County a list

of all participating Exhibitors by Friday, November 12, 2021. Electricity is not provided. Power to individual tents is to be provided by KZPT or the Exhibitor. Given that this Event will continue after dark, Jackson County Parks + Rec will be responsible for the lighting of the Property with no less than eight to ten sets of light plants.

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

3. **Fireworks and Fire Suppression.** KZPT shall contract J&M Displays, Inc. of Yarmouth, IA, to provide at the Event an eighteen-minute fireworks program choreographed to a sound track airing on KZPT. The format and features of the program are subject to pre-approval by the County on or before August 31, 2021. KZPT is responsible for arranging for fire suppression through the fireworks provider. Requirements are one fire truck with appropriate number of operators at the Fireworks location (Kansas City Fire Department).

4. **Refuse and Waste Disposal.** The County will provide barrels and or cardboard containers with liners to hold refuse at various locations in the Property area and in the vicinity of concession stands, exhibit areas, spectator areas, parking areas, etc. Jackson County will provide employees to empty barrels, refill liners and police the area for refuse in a timely manner during the Event and clean-up following the Event. Jackson County Parks + Rec shall provide portable toilets (not less than 12) to be located on the Property. KZPT and Exhibitors shall not deposit litter, including oil, grease, gasoline, etc., in the waters of Longview Lake, but shall deposit such litter in containers which the County shall provide at sites established for that purpose.

5. **Emergency Medical Services.** The County shall arrange for emergency medical services. Services shall include one ambulance with two emergency medical technicians stationed on the Property.

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

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

8. **Reserved Rights.** KZPT is specifically granted the right to sell refreshments and other merchandise, to make photographs for its own records, to sell advertising for the Event, to broadcast the Event, and other privileges. KZPT will provide the County with marketing plans and examples of fliers,

posters, and other advertising one month prior to the Event. The County shall approve all advertising and sponsorships of the Event and will not unreasonably withhold approval and will provide approval in a timely manner. Such approval includes the placement of sponsor banners/signs.

9. **Promotion.** Each party shall provide the following Christmas in The Sky promotion and Christmas in The Park promotion at no cost to the other party:

Christmas in the Sky

KZPT to provide promotion to air November 8-24, 2021:

- Live Remote - 3 Hour Broadcast of Christmas in The Sky
- 20-minute holiday music program to be air on KZPT from approximately 7:40 – 8:00 pm on November 24, 2021
- On-Air Interview with a Jackson County Representative at a mutually agreeable time
- Jackson County Parks + Rec will be included in all promotional mentions as the presenting sponsor of Christmas in The Sky
- Promotion of the event thru social media and website
- KZPT and Jackson County will provide co-emcees for stage production at Christmas in The Sky

Jackson County and Jackson County Parks + Rec provide:

- KZPT logo, link and/or tag on makeyourdayhere.com, jacksongov.org, and social media outlets for both Jackson County Parks + Rec and Jackson County, Mo
- Minimum of 75 passes to Beachfront Viewing Party for KZPT associates, clients, and sponsors.
- Minimum of five Beachfront Viewing Party passes and Christmas in the Park gifts for on-air giveaways.
- Opportunity for KZPT to monetize the event through sponsorship, pending approval of Jackson County.

Christmas in The Park

KZPT to provide promotion to air, November 24-December 31, 2021

- Christmas in the Park to be promoted only as a Jackson County Parks + Rec sponsored event.
- Minimum of 60x :30 On-Air promotional announcements
- 100x :30 Promotional announcements on KZPT streaming site (ROS)
- Minimum of 75x live announcements November 24 – December 31
- Christmas In the Park included in homepage web banner at 997thepoint.com
- Image and link on KZPT Event Page at www.997thepoint.com
- Image and link in e-blast to KZPT's VIP Club
- Inclusion on KZPT social media (Facebook/Insta/Twitter) throughout promotional period.

Jackson County Parks + Rec will provide:

- 16-foot lighted, animated holiday display to KZPT, visible to up to 90,000 cars and 250,000 individuals throughout the holiday season.

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

- a. The County shall approve all facilities by number, type, and location.

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

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

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

The County, the United States Army Corps of Engineers and The Little Blue Valley Sewer District are added as an additional insured, in respect of liability arising out of operations performed by or on behalf

of KZPT under this Agreement. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute with KZPT's insurance with respect to liability of KZPT hereunder, but shall be primary with respect to liability of the County hereunder. Any deductibles or self-insured retentions shall be at the expense of KZPT with respect to liability of KZPT hereunder, shall be at the expense of County with respect to liability of the County hereunder.

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

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

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

A Certificate of Insurance evidencing KZPT's insurance pursuant to the above requirements shall be issued to the County by Friday, November 5, 2021 and shall state the Event it is issued to cover. The required insurance shall be underwritten by insurance companies licensed to do business in the State of Missouri and having A.M. best rating of not less than A-VI, unless otherwise agreed to by the County. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after 10 days' prior written notice by certified mail, return receipt requested, has been given to the County. KZPT shall cause Jackson County Parks + Rec, the US Army Corps of Engineers, and the Little Blue Valley Sewer District to be named as additional insured on the fireworks company's insurance policy.

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

14. Allocation of Revenue. The County, as the event producer, has entered into a Master Trade Agreement with KZPT (see Attachment A attached hereto and incorporated herein by this reference). Jackson County Parks + Rec will provide \$18,000 towards the fireworks for Christmas in the Sky, consisting of an \$18,000 lump sum payment to KZPT. The County is also providing \$38,500 in services to include: stage/sound/lighting, port-a-pots, light plants, catering, traffic control, EMS, and entertainment), as well as in-kind services valued at \$5,000. Jackson County Parks + Rec will receive \$25,000 in air-time to be used at the discretion of Jackson County Parks + Rec in 2022 on any Audacy Kansas City Station in accordance with the terms of the Master Trade Agreement.

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

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

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

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

To KZPT: Roxanne Marati, Market Manager
Audacy Kansas City, LLC d/b/a KZPT
7000 Squibb Road
Mission, KS 66202

For legal notices, with a copy to:
Audacy, Inc.
2400 Market Street, 4th Floor
Philadelphia, PA 19103
Attn: Legal Department

18. **COVID-19.** Each party agrees to comply with and adhere to all federal, state and local mandates, rules and regulations then in effect for the duration of the Term of this Agreement in connection with or related to COVID-19, as well as applicable CDC guidance, with respect to the Event. The parties further agree to cooperate to develop a Covid-19 plan for the Event (the "Covid-19 Plan"). The County shall be responsible for the implementation and execution of the Covid-19 Plan with respect to the Property.

19. **Force Majeure.** The inability of either party to commence or complete its obligations hereunder or canceling or delaying the Event that results from delays or situations caused, directly or indirectly, by strikes, insurrection, floods, fires, riots, acts of God, war, emergencies, terrorist threats (including general threats) or activities, any pandemic or epidemic constituting a public health emergency that are subject to government mandated quarantines, travel restrictions, or stay-at-home orders or other causes beyond a party's reasonable control shall not be deemed a breach of a party's obligations hereunder. In the event that due to such causes the Event is cancelled by a party, neither party shall have any obligation to the other hereunder; provided, however, that, if feasible, the parties may decide to negotiate a mutually agreeable alternative date for the Event, which alternative date (if any) shall be evidenced in writing signed by both parties.

20. **General.** This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements or other communications between the parties with respect to the subject matter hereof. This Agreement shall be binding upon heirs, successors, assigns and legal representatives of the parties hereto and inure to the benefit of permitted successors and assigns. No provision of this Agreement may be waived or modified, in whole or in part, except by a written agreement signed by each of the parties. Failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of its rights under that or any other provision. No waiver of any provision of this Agreement in any instance shall be deemed to be a waiver of the same or any other provision in any other instance. This Agreement shall in all respects be governed and construed in accordance with the laws of the Commonwealth or State in which the Event is being held, without regard to its conflicts of law principles. If any provision of this Agreement is held to be

invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. The parties agree electronic signatures, whether digital or encrypted, are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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

AUDACY KANSAS, LLC


Roxanne Marati
SVP/Market Manager

JACKSON COUNTY, MISSOURI

Frank White Jr.
County Executive

APPROVED AS TO FORM:

Bryan Covinsky
Jackson County Counselor

Michele Newman, Director
Jackson County Parks + Rec

ATTEST:

Mary Jo Spino
Clerk of County Legislature

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 treasure to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$18,000 which is hereby authorized.

Date

Director of the Department of Finance
Account No. _____

:MTA #



Station: KZPT

Master Trade Agreement

Section 1 - Advertiser Information

Date: 7/13/2021

Corp [] Partnership [] Individual []

* Advertiser Name: JACKSON COUNTY PARKS+REC

Tax ID #: _____

Agency Name: _____

To be Logged As: _____

22807 SW Woods Chapel Road

Street (not P.O. Box): _____

City, State Zip: Blue Springs, Mo 64015

22807 SW Woods Chapel Road

Mailing Address: _____

City, State Zip: Blue Springs, Mo 64015

Phone Number: 816-503-4800

Fax Number: _____

Contact Name: Marcy Caldwell

OR Michele Newman

Acct Exec Name: Tara Ard

AE#: _____

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

Section 2 - Agreement Specifics

Airtime \$: 25,000 Valid from: 1/1/2022

Non-commissionable

Goods/Services \$: 25,000 Valid from: 11/24/2021

Valid to: 1/31/2022 1 yr maximum

Valid to: 11/24/2021 1 yr maximum

Product to be Advertised:

Goods/Services to be rendered by Station:

JCP+R activities and services

\$18,000 for fireworks at Christmas in the Sky; Reimbursement of \$7,000 for additional hard costs provided by Jackson County for event production

Section 3 - Terms & Conditions

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

The following agree that the Terms and Conditions have been acknowledged, read, understood, and agreed upon.

By signing this agreement, both parties consent and agree to be legally bound by the terms set forth above.



STATION: _____

ADVERTISER: _____

OFFICIAL TITLE: _____

OFFICIAL TITLE: _____

Must be signed by Station VP or General Manager

Must be signed by Owner or Legal Officer

DATE: _____

DATE: _____

Request for Legislative Action

Res. #20808
Sponsor: Tony Miller
Date: November 8, 2021

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20808
Sponsor(s):	Tony Miller	Legislature Meeting Date:	11/8/2021

Introduction

Action Items: ['Authorize']

Project/Title:

A Resolution authorizing the County Executive to approve a partnership agreement between Jackson County, Missouri and Audacy-Kansas City dba: KZPT of Kansas City, Missouri for use by the Parks + Rec Department for the 2021 Christmas in the Sky event

Request Summary

This year, we are proudly celebrating the 24th Anniversary of Christmas In The Sky, presented by Jackson County and Audacy-Kansas City, dba, KZPT 99.7 The Point. Christmas In The Sky serves as the Grand Opening for Christmas In The Park. Jackson County is entering into an Advertising Trade Agreement with KZPT. This RLA would authorize a payment in the amount of \$18,000 to KZPT to provide fireworks, as well as other on-air and on-line promotional services for the program. KZPT will provide Jackson County Parks + Rec with \$25,000 worth of air time to be used at the discretion of Jackson County Parks + Rec in 2022. The trade amount of \$25,000 includes \$18,000 for the fireworks program, as well as in-kind services and additional event costs provided by Parks + Rec, utilizing resources within the existing budget. This advertising will greatly benefit a variety of Park events and attractions.

In preparation for holiday season programs, Parks + Rec is requesting that this Resolution for KZPT be approved as a Sole Source. The event, "Christmas In The Sky" originated from KZPT as their original idea. KZPT both co-created this event and has ownership in its success, with the thousands of patrons who attend annually. This has been a successful inter-agency agreement for 23 years, and once again, is a sole source partnership. Should this specific service contract be applicable next year, the Department will issue an RFP or Invitation to Bid for competitive prices. Christmas In The Park and Christmas In The Sky have become family holiday traditions for more than 200,000 patrons annually. Christmas In The Sky features a synchronized fireworks display to holiday music, the arrival of Santa and the First Gift of Christmas, as well as an on-stage Holiday Musical Production.

TERM: This agreement will be for the Christmas in the Sky event on November 24, 2021 with the Parks + Rec Department having access to Advertising Services throughout the year in 2022.

Contact Information

Department:	Parks + Rec	Submitted Date:	9/28/2021
Name:	Marcy L. Caldwell	Email:	MCaldwell@jacksongov.org
Title:	Event & Marketing	Phone:	816-503-4831

Request for Legislative Action

	Coordinator		
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Budget Information			
Amount authorized by this legislation this fiscal year:			\$18,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$18,000
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
003 (Park Fund)	1601 (Director of Parks)	56790 (Other Contractual Services)	\$18,000

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
Res. 20265	September 23, 2019
Res. 19975	September 10, 2018

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

Marcy L. Caldwell at 9/28/2021 3:23:33 PM - [Submitted |]

Department Director: Michele Newman at 9/28/2021 3:43:27 PM - [Returned for more information | Please include additional info in the Project/Title Box]

Submitter: Marcy L. Caldwell at 9/28/2021 4:02:00 PM - [Submitted | Requested revisions have been made]

Department Director: Michele Newman at 9/28/2021 4:10:26 PM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 9/29/2021 10:49:00 AM - [Returned for more information | (1) The Project Title should read as follows: "A Resolution authorizing the County Executive to approve a partnership agreement between Jackson County, Missouri and Audacy-Kansas City dba: KZPT of Kansas City, Missouri for use by the Parks + Rec Department for the 2021 Christmas in the Sky event.(2) Request Summary, please add the following paragraph to the end of your Request Summary: "Term: this agreement will be for the Christmas in the Sky event on November 24, 2021 with the Parks + Rec Department having access to Advertising Services throughout the 2022 year."(3) would suggest a term also be added to the Media Partnership Agreement(4) The cost to the County in the Request Summary do not match the cost to the County in the Audacy Master Trade Agreement - that should be corrected.]

Submitter: Marcy L. Caldwell at 9/29/2021 2:06:23 PM - [Submitted | Revisions suggested by Purchasing have been made or explained in the narrative, with the exception of #3 suggesting terms be added to the Media Partnership Agreement, which has already been approved as to form by the Jackson County legal department, approved by Audacy legal department, and signed by Audacy/KZPT.]

Department Director: Michele Newman at 9/29/2021 3:32:18 PM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 9/30/2021 9:30:22 AM - [Returned for more information | The amounts in the Trade Agreement do not match or are not explained sufficiently in the Summary - No. 4 below]

Submitter: Marcy L. Caldwell at 9/30/2021 2:29:31 PM - [Submitted | Additional verbage added to Trade Agreement to clarify goods/services provided by KZPT]

Department Director: Michele Newman at 9/30/2021 2:54:39 PM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 9/30/2021 3:57:31 PM - [Not applicable |]

Compliance: Katie M. Bartle at 10/1/2021 10:23:29 AM - [Returned for more information | 1. Audacy-Kansas City dba: KZPT is not in compliance. They can go to jacomocompliance.com to apply for a Certificate of Compliance. 2. What is the total dollar amount the County is paying? Is it \$25,000 or \$50,000 3. Why does this not need to be bid?]

Submitter: Marcy L. Caldwell at 10/19/2021 10:11:50 AM - [Submitted | Audacy has completed the compliance forms online.]

Department Director: Michele Newman at 10/19/2021 10:36:40 AM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 10/19/2021 11:20:54 AM - [Returned for more information | it does not appear that Katie's question, and it's a good one, has been answered: why was this not bid?]

Submitter: Marcy L. Caldwell at 10/19/2021 3:00:39 PM - [Submitted | Information requested has been included in the text of the Request Summary.]

Department Director: Michele Newman at 10/19/2021 3:19:55 PM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 10/20/2021 12:40:27 PM - [Returned for more information | Please revise Request Summary as email sent today]

Submitter: Marcy L. Caldwell at 10/21/2021 9:51:50 AM - [Submitted |]

Department Director: Michele Newman at 10/21/2021 10:01:26 AM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 10/21/2021 10:14:27 AM - [Not applicable |]

Compliance: Katie M. Bartle at 10/21/2021 10:40:08 AM - [Approved |]

Finance (Budget): Mark Lang at 10/21/2021 11:31:10 AM - [Approved | The fiscal note has been

November 4, 2021

Page 4 of 4

Executive: Troy Schulte at 10/22/2021 11:48:20 AM - [Approved |]

Legal: Elizabeth Freeland at 10/25/2021 1:58:46 PM - [Returned for more information | Please correct the date on previous legislation. The "introduced on" date is used in this field. Also, for items we do annually like this one just listing the most recent year/action suffices. Thanks!]

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 160121003 000

Date: January 1, 2021

RES # 20808
eRLA ID #: 257

Org Code/Description	Object Code/Description	Not to Exceed
003 Park Fund		
1601 Director of Parks	56790 Other Contractual Services	\$ 18,000

\$ 18,000

APPROVED
By Mark Lang at 11:29 am, Oct 21, 2021

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of body bags for use by the Medical Examiner's Office to Frontier Mortuary Supply, LLC, of Kansas City, KS under the terms and conditions of Invitation to Bid No. 56-21.

RESOLUTION NO. 20809, November 8, 2021

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 56-21 for the furnishing of body bags for use by the Medical Examiner's Office to provide for departmental needs for the upcoming twelve-month period; and,

WHEREAS, a total of thirty-five notifications were distributed and three responses were received and evaluated from the following:

BIDDER

Frontier Mortuary Supply, LLC,
Kansas City, KS

Salam International
Laguna Hills, CA

Mopec
Madison Heights, WI

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Medical Examiner and the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with one twelve-month option to extend, for the furnishing of body bags for use by the Medical Examiner's Office be awarded to Frontier Mortuary Supply, LLC; and,

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

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

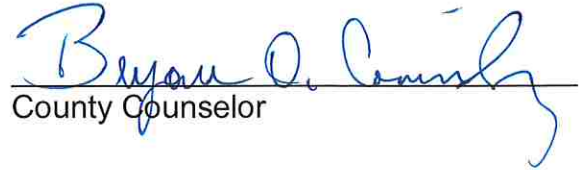
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20809 of November 8, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

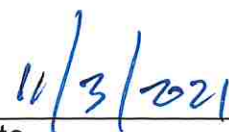
Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

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



Date



Chief Administrative Officer

Request for Legislative Action

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20809
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	11/8/2021

Introduction
Action Items: ['Award']
Project/Title:
Awarding a 12 month Term and Supply Contract with One 12-month Option to Extend for the furnishing of Body Bags for the Medical Examiner's Office to Frontier Mortuary Supply, LLC of Kansas City, Kansas under the terms and conditions of Invitation to Bid No. 56-21.

Request Summary
<p>The Medical Examiner's Office requires a term and supply contract for the furnishing of Body Bags. The Purchasing Department issued Invitation to Bid No. 56-21 in response to those requirements. A total of 35 notifications were distributed, with 3 responded recieved and evaluated. Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a 12 Month Term and Supply Contract with One 12-month Option to Extend for the furnishing of Body Bags for the Medical Examiner's Office to Frontier Mortuary Supply, LLC of Kansas City, Kansas under the terms and conditions of Invitation to Bid No. 56-21 as the lowest and best bidder meeting specifications.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The Medical Examiner's Office estimates an annual usage amount of \$40,000.</p>

Contact Information			
Department:	Medical Examiner	Submitted Date:	10/5/2021
Name:	Lindsey J. Haldiman, D.O.	Email:	LHaldiman@jacksongov.org
Title:	Interim Chief Medical Examiner	Phone:	816-881-6600

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

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
17696	October 17, 2011
19310	November 21, 2016

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

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

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

Request for Legislative Action

History

Lindsey J. Haldiman, D.O. at 10/5/2021 11:25:58 AM - [Submitted |]
Department Director: Lindsey Haldiman at 10/5/2021 11:47:24 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 10/5/2021 12:56:33 PM - [Returned for more information | Please put the estimated annual amount you plan to spend in the Summary]
Submitter: Kandi L. Brooke at 10/5/2021 1:27:48 PM - [Submitted | Added estimated annual amount of \$40,000 in summary as budgeted.]
Department Director: Lindsey Haldiman at 10/5/2021 2:00:40 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 10/5/2021 4:12:20 PM - [Approved |]
Compliance: Katie M. Bartle at 10/6/2021 9:04:46 AM - [Approved | eRLA 265]
Finance (Budget): Mary Rasmussen at 10/6/2021 11:32:55 AM - [Approved | Term & Supply - no fiscal note required.]
Executive: Sylvya Stevenson at 10/7/2021 10:41:14 AM - [Approved |]
Legal: Elizabeth Freeland at 10/11/2021 11:03:10 AM - [Returned for more information | Previous resolution is listed as an ordinance. Please correct. Thanks!]
Submitter: Kandi L. Brooke at 10/11/2021 12:41:35 PM - [Submitted | Changed 17696 from Ord to Res.]
Department Director: Lindsey Haldiman at 10/11/2021 12:50:39 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 10/11/2021 1:07:05 PM - [Approved |]
Compliance: Katie M. Bartle at 10/11/2021 2:16:52 PM - [Approved |]
Finance (Budget): Mark Lang at 10/12/2021 12:58:52 PM - [Approved |]
Executive: Sylvya Stevenson at 10/12/2021 1:36:08 PM - [Approved |]
Legal: Elizabeth Freeland at 10/20/2021 9:02:20 AM - [Returned for more information | Please include or attach the estimated annual usage and an explanation of how you determined which was the lowest and best bid. Thx!]
Submitter: Kandi L. Brooke at 10/25/2021 2:32:35 PM - [Submitted | Added justification memo as requested.]
Department Director: Lindsey Haldiman at 10/25/2021 3:00:14 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 10/25/2021 3:23:47 PM - [Approved |]
Compliance: Katie M. Bartle at 10/25/2021 3:41:39 PM - [Approved |]
Finance (Budget): Mark Lang at 10/27/2021 12:15:00 PM - [Approved |]
Executive: Sylvya Stevenson at 10/27/2021 2:32:45 PM - [Approved |]
Legal: Elizabeth Freeland at 11/4/2021 8:36:47 AM - [Approved |]



The Jackson County Medical Examiner's Office

950 East 21st Street
Kansas City, MO 64108
816-881-6600
816-881-6641 fax

MEMO

To: Katelyn Edgar

From: Lindsey J. Haldiman, D.O., Interim Chief Medical Examiner

Date: October 25, 2021

The Jackson County Medical Examiner has requested Frontier Mortuary be awarded the Term and Supply Contract regarding Bid No. 56-21 for the purchase of body bags required by our department.

During the review process of the 3 vendors that submitted bids, our evaluation team concluded that the quality, strength, and integrity of the Frontier Mortuary samples were superior to the two other vendors. In the past, we have had issues with bags ripping at the seams or zippers and bags that are just not sturdy. In recent days, many vendors have resorted to using thin lightweight stitching or economy seals, causing investigators or transport to use more than one bag to ensure durability and safety. With an independent inner liner providing a second layer of protection, Frontier's bags prevent leakage of body fluids and protect associates who handle the bodies. We found that the bags from Frontier are a better grade of thickness, and we do not see any potential problems with their bags.

While there were an estimated 1200 cases transported to the Medical Examiner's Office in 2020, more than 300 of those required a heavy duty, bariatric style body bag. These heavier body bags are required when a decedent is decomposed or overweight, or may be used during extreme temperature to preserve the integrity of a body. Due to their thickness, bariatric style body bags are also frequently used when processing homicides to ensure evidence preservation. At almost 45% less than the other vendors, Frontier Mortuary's bariatric bags would save Jackson County a considerable amount.

Although adult bags are at a slightly higher cost, several other factors should be taken into consideration during the review process. Most importantly, each Frontier Mortuary bag comes with a forensic accessory kit that includes a sealed waterproof marker, a large identification band, and a tamper resistant security seal. As each of those items are required when transporting a decedent to our facility, including the kit with each body bag eliminates a possible shortage of those items in inventory, and helps cut costs in other areas within our budget. In addition to a forensic kit, each Frontier Mortuary body bag is individually wrapped to prevent moisture and avoid any cross contamination.

It is for the reasons listed above that the Medical Examiner's Office strongly feels that awarding Bid No. 56-21 to Frontier Mortuary is the best, cost-effective option. Please contact me at (816) 881-6600 if you have any additional questions regarding our department's recommendation.

Regards,

A handwritten signature in black ink that reads "Lindsey J. Waldman, D.O." The signature is written in a cursive style with a large, stylized initial "L".

Lindsey J. Waldman, D.O.
Interim Chief Medical Examiner



OFFICE OF THE JACKSON COUNTY MEDICAL EXAMINER

950 East 21st Street
Kansas City, Missouri 64108
(816) 881-6600
(816) 881-6641 fax

MEMO

To: Katelyn Edgar
From: Lindsey J. Haldiman D.O., Interim Chief Medical Examiner
Date: September 30, 2021
Re: Department 2001 Disposition, Bid No 56-21, Body Bags

Ms. Edgar,

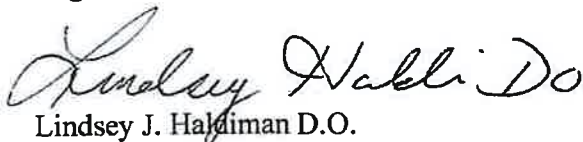
The Medical Examiner's Office is recommending Frontier Mortuary be awarded the Term and Supply Contract regarding Bid No 56-21 for the purchase of Body Bags required by our department.

This recommendation was based on important factors including overall pricing and department feedback regarding quality of the samples received.

The Medical Examiner's Office has estimated an annual spending amount of \$40,000 for this contract.

If you have any questions regarding this recommendation, please feel free to call me at (816) 881-6600.

Regards,



Lindsey J. Haldiman D.O.

Interim Chief Medical Examiner


ATTACHMENT 1
 RESPONDENT'S QUOTATION for
 JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 56-21

NO.	DESCRIPTION	MANUFACTURER & STOCK NUMBER	QUANTITY PER PKG	PRICE PER PKG
1.	Adult Size Body Bag	Frontier Mortuary Supply LLC 18-BB-006	5	\$ 165.00
2.	Child Size Body Bag	Frontier Mortuary Supply LLC 20-BB-015	20	\$ 160.00
3.	Canoe-Plastic Body Bag	Frontier Mortuary Supply LLC 19-BB-013	40	\$ 120.00
4.	Infant Size Body Bag	Frontier Mortuary Supply LLC 16-BB-003	20	\$ 140.00
5.	Bariatric Adult Size Body Bag	Frontier Mortuary Supply LLC 16-BB-008	5	\$ 205.00
6.	Misc. Catalog Orders: State discount off Manufacturer's Suggested List Price for each Manufacturer or Category, use additional sheets if necessary to complete your bid.			%
	a) Personal Protective Equipment			10.0 %
	b) Containers / Histology			25.0 %
	c) Prep Room Supplies / Accessories			10.0 %

NOTE: To be considered for award of misc. catalog items, the Successful Bidder(s) must complete Item No. 6. If no discount is offered, you must indicate zero (0) or NONE. If you are offering different discounts by manufacturer, category, or price list, use additional sheets as necessary to complete your bid.

Delivery Time after receipt of order(s) (in stock items): 1-3 business days. Products can be delivered same day in emergency situation.
 Delivery Time after receipt of order(s) (if items are on backorder): Frontier Mortuary Supply will stock 3 month supply. Global shipping crisis could affect inventory levels.
 Webpage for Misc. Catalog Items (if applicable): www.mortuarysupplies.com

CERTIFICATION

SIGNATURE: 	DATE: 09/21/21
NAME: (print or type) Chris J. Berry	PHONE: 913-278-4828
TITLE: (print or type) CEO	MOBILE: 913-488-2206
COMPANY NAME: (print or type) Frontier Mortuary Supply LLC	FAX: N/A
EMAIL ADDRESS: (print or type) cberry@mortuarysupplies.com	

ABSTRACT OF BIDS

Invitation to Bid No. 56-21
 Body Bags
 Opens: 2:00 PM, CDT on 9/28/2021

NO	DESCRIPTION	Salam International Laguna Hills CA AMOUNT	Frontier Mortuary Supply Kansas City, KS AMOUNT	Mopec Madison Heights MI AMOUNT	Vendor # 4 Mopec Westerville OH AMOUNT	AMOUNT
1	Adult Size Body Bag	280.50	165.00		14.50	
2	Child Size Body Bag	170.00	160.00		16.95	
3	Canoe-Plastic Body Bag	77.15	120.00		199.00	
4	Infant Size Body Bag	155.00	140.00		16.95	
5	Bariatric Adult Size Body Bag	377.00	205.00	Samples	71.00	
6	Misc: Catalog Orders: State Discount off MSRP	N/A	see bid		N/A	

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED

ON: September 28, 2021 BY

Mary Spive

CLERK OF THE LEGISLATURE

Keen

PURCHASING

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$25,129.00 within the 2021 Park Fund to cover the cost of fuel for use by the Parks + Rec Department and Sheriff's Office.

RESOLUTION NO. 20810, November 8, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, due to increased fuel costs, the Parks + Rec Department and Sheriff's Office anticipate a need for additional funds to purchase fuel for use over the remainder of 2021; and,

WHEREAS, the Sheriff's Office uses fuel purchased by the Parks + Rec Department and then reimburses the cost of the fuel via an interfund transfer; and,

WHEREAS, a transfer is needed to place the funds necessary for the purchase of fuel in the proper spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2021 Special Road and Bridge Fund be and hereby is made:


<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Fund			
Park Operations			
003-1602	56140- Travel Expense	\$1,000	
003-1602	56510- Maint. & Repair - Buildings	\$1,400	
003-1602	56570- Maint. & Repair - Misc.	\$1,400	
003-1602	56670- Rent - Miscellaneous	\$800	
003-1602	56675- Rent - Uniforms	\$1,000	
003-1602	56680- Rent - Heavy Equipment	\$200	
003-1602	56790- Other Contractual Services	\$12,000	
003-1602	57130- Building Cleaning Supplies	\$3,000	
003-1602	57190- Wearing Apparel	\$3,329	
003-1602	57240- Motor Oil & Lubricants	\$1,000	
003-1602	57110- Gasoline		\$25,129

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. 20810 of November 8, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 003 1602 56140

ACCOUNT TITLE: Park Fund
Park Operations
Travel Expense

NOT TO EXCEED: \$1,000.00

ACCOUNT NUMBER: 003 1602 56510

ACCOUNT TITLE: Park Fund
Park Operations
Maint. & Repair - Buildings

NOT TO EXCEED: \$1,400.00

ACCOUNT NUMBER: 003 1602 56570

ACCOUNT TITLE: Park Fund
Park Operations
Maint. & Repair - Misc.

NOT TO EXCEED: \$1,400.00

ACCOUNT NUMBER: 003 1602 56670

ACCOUNT TITLE: Park Fund
Park Operations
Rent - Miscellaneous

NOT TO EXCEED: \$800.00

ACCOUNT NUMBER: 003 1602 56675

ACCOUNT TITLE: Park Fund
Park Operations
Rent - Uniforms

NOT TO EXCEED: \$1,000.00

ACCOUNT NUMBER: 003 1602 56680

ACCOUNT TITLE: Park Fund
Park Operations
Rent - Heavy Equipment

NOT TO EXCEED: \$200.00

ACCOUNT NUMBER: 003 1602 56790

ACCOUNT TITLE: Park Fund
Park Operations
Other Contractual Services

NOT TO EXCEED: \$12,000.00

ACCOUNT NUMBER: 003 1602 57130
ACCOUNT TITLE: Park Fund
Park Operations
Building Cleaning Supplies
NOT TO EXCEED: \$3,000.00

ACCOUNT NUMBER: 003 1602 57190
ACCOUNT TITLE: Park Fund
Park Operations
Wearing Apparel
NOT TO EXCEED: \$3,329.00

ACCOUNT NUMBER: 003 1602 57240
ACCOUNT TITLE: Park Fund
Park Operations
Motor Oil & Lubricants
NOT TO EXCEED: \$1,000.00

11/3/2021
Date


Chief Administrative Officer

Request for Legislative Action

Res. #20810
Sponsor: Theresa Cass Galvin
Date: November 8, 2021

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20810
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	11/8/2021

Introduction

Action Items: ['Transfer']

Project/Title:

Transferring \$25,129 within the 2021 Park Fund to cover the cost of fuel used by the Parks + Rec Department and the Sheriff's Department.

Request Summary

The Parks & Rec Department is requesting a budget transfer of \$25,129 to purchase diesel and unleaded fuel for the Sheriff's and Parks + Rec's vehicles and equipment for the remainder of 2021. The price of gasoline is the highest it has been since 2014, according to a recent AAA report. The fuel will be purchased from the County's current Term & Supply vendor. The Sheriff's Department completes interfund transfers to reimburse the Parks Department for their fuel costs. The Parks Department has adjusted our estimates for the 2022 budget year to account for the potential of ongoing higher fuel costs.

Contact Information

Department:	Parks + Rec	Submitted Date:	10/13/2021
Name:	Kay D. Norris	Email:	KNorris@jacksongov.org
Title:	Administrative Assistant	Phone:	816-503-4824

Budget Information

Amount authorized by this legislation this fiscal year:	\$25,129
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$25,129
Is it transferring fund?	Yes
Transferring Fund From:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
003 (Park Fund)	1602 (Park Operations)	56140 (Travel Expense)	\$1,000
003 (Park Fund)	1602 (Park Operations)	56510 (Maint. & Repair - Buildings)	\$1,400
003 (Park Fund)	1602 (Park Operations)	56570 (Maint. & Repair - Misc.)	\$1,400
003 (Park Fund)	1602 (Park Operations)	56670 (Rent – Miscellaneous)	\$ 800
003 (Park Fund)	1602 (Park Operations)	56675 (Rent – Uniforms)	\$1,000
003 (Park Fund)	1602 (Park Operations)	56680 (Rent - Heavy Equipment)	\$ 200
003 (Park Fund)	1602 (Park Operations)	56790 (Other Contractual Services)	\$12,000
003 (Park Fund)	1602 (Park Operations)	57130 (Building Cleaning Supplies)	\$3,000
003 (Park Fund)	1602 (Park Operations)	57190 (Wearing Apparel)	\$3,329
003 (Park Fund)	1602 (Park Operations)	57240 (Motor Oil & Lubricants)	\$1,000
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
003 (Park Fund)	1602 (Park Operations)	57110 (Gasoline)	\$25,129

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

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

Request for Legislative Action

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

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

History
<p>Kay D. Norris at 10/13/2021 12:57:28 PM - [Submitted]</p> <p>Department Director: Michele Newman at 10/15/2021 2:02:28 PM - [Approved]</p> <p>Finance (Purchasing): Barbara J. Casamento at 10/15/2021 2:27:28 PM - [Not applicable]</p> <p>Compliance: Katie M. Bartle at 10/15/2021 4:20:06 PM - [Approved eRLA 276]</p> <p>Finance (Budget): Mark Lang at 10/20/2021 10:07:44 AM - [Returned for more information There is not a "Transfer To:" account listed on the "Budget Info" tab.]</p> <p>Submitter: Kay D. Norris at 10/20/2021 10:32:33 AM - [Submitted]</p> <p>Department Director: Michele Newman at 10/22/2021 11:49:39 AM - [Approved]</p> <p>Finance (Purchasing): Barbara J. Casamento at 10/22/2021 12:24:45 PM - [Not applicable]</p> <p>Compliance: Katie M. Bartle at 10/22/2021 1:47:14 PM - [Approved]</p> <p>Finance (Budget): Mark Lang at 10/27/2021 12:35:15 PM - [Approved The fiscal note is attached.]</p> <p>Executive: Sylvya Stevenson at 10/27/2021 3:31:32 PM - [Approved]</p> <p>Legal: Elizabeth Freeland at 11/4/2021 8:35:33 AM - [Approved]</p>

Fiscal Note:

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

PC# 160221004 000

Date: October 27, 2021

RES # 20810
eRLA ID #: 276

Org Code/Description	Object Code/Description	From	To
003 Park Fund			
1602 Park Operations	56140 Travel Expense	\$ 1,000	\$ -
1602 Park Operations	56510 Maint. & Repair - Buildings	1,400	-
1602 Park Operations	56570 Maint. & Repair - Misc.	1,400	-
1602 Park Operations	56670 Rent – Miscellaneous	800	-
1602 Park Operations	56675 Rent – Uniforms	1,000	-
1602 Park Operations	56680 Rent - Heavy Equipment	200	-
1602 Park Operations	56790 Other Contractual Services	12,000	-
1602 Park Operations	57130 Building Cleaning Supplies	3,000	-
1602 Park Operations	57190 Wearing Apparel	3,329	-
1602 Park Operations	57240 Motor Oil & Lubricants	1,000	-
1602 Park Operations		-	25,129
		\$ 25,129	\$ 25,129

APPROVED
By Mark Lang at 12:34 pm, Oct 27, 2021

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, November 8, 2021, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under sections 610.021(1) and (11) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 20811, November 8, 2021

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, November 8, 2021, during the regularly scheduled meeting of the Legislature; and,

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

WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, and/or litigation and to discuss specifications for competitive bidding prior to the publication of the specifications; and,

WHEREAS, such closed meeting is allowable under sections 610.021(1) and (11) of the Revised Statutes of Missouri; now therefore,

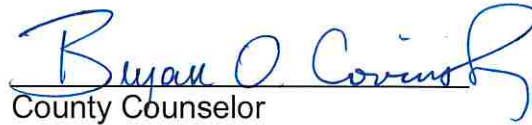
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, November 8, 2021, pursuant to sections 610.021(1) and (11), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20811 of November 8, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing a twelve-month term and supply agreement with the City of Independence, Missouri, for the purchase of vehicle fuel for use by the Public Works Department, as an acquisition from another governmental entity.

RESOLUTION NO. 20812, November 8, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the County has a need to purchase fuel for the Public Works vehicles at the City of Independence's Public Works facility site located at 1030 S. Chrysler, and can enter into an agreement with the City of Independence at the favorable cost of eleven cents per gallon over the City's purchase price; and,

WHEREAS, pursuant to section 1030.2, Jackson County Code, the Director of the Public Works Department and the Director of Finance and Purchasing recommend the award of a twelve-month term and supply contract for the furnishing of fuel for Public Works vehicles to the City of Independence, MO, as an acquisition from another governmental entity; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Directors of Public Works and Finance and Purchasing,

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

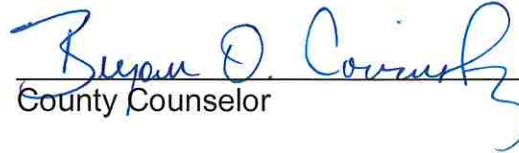
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20812 of November 8, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

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

11/3/2021

Date



Chief Administrative Officer

Request for Legislative Action

Res. #20812
Sponsor: Theresa Cass Galvin
Date: November 8, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20812
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	11/8/2021

Introduction
Action Items: ['Award']
Project/Title:
Purchase fuel from the City of Independence for the Public Works vehicles 12 month Term & Supply Contract.

Request Summary
Departmental Usage approximated Per year: Development: \$5000.00 Engineering: \$10100.00 Road & Bridge: \$6500.00 Director of Public Works: \$500.00 To purchase fuel for the Public Works vehicles under County Code 1030.2 per the service agreement sent by the City of Independence 10/10/2021. Attached you will find the new agreement between Jackson County and the City of Independence to cover until October 10, 2021. The county has no gas pumps at our facilities in Independence. We utilize the City of Independence fuel to fill county vehicles at the price of 11 cents over their purchase price.

Contact Information			
Department:	Public Works	Submitted Date:	10/21/2021
Name:	Kristina J. Johnson	Email:	KJohnson@jacksongov.org
Title:	Office Administrator	Phone:	816-881-4449

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

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
	1502 (Engineering)	57110 (Gasoline)	!Unexpected End of Formula
	1501 (Director of Public Works)	57110 (Gasoline)	!Unexpected End of Formula
	1506 (Road & Bridge Maintenance)	57110 (Gasoline)	!Unexpected End of Formula
	1502 (Engineering)	57110 (Gasoline)	!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20222	August 12, 2019

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

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

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

Request for Legislative Action

History

Kristina J. Johnson at 10/21/2021 2:10:12 PM - [Submitted |]
Department Director: Brian Gaddie at 10/25/2021 10:14:25 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 10/25/2021 3:39:17 PM - [Approved |]
Compliance: Katie M. Bartle at 10/26/2021 9:20:15 AM - [Approved | eRLA 280]
Finance (Budget): Mark Lang at 10/27/2021 12:16:17 PM - [Approved | A fiscal note is not required for
Term & Supply contracts.]
Executive: Sylvya Stevenson at 10/28/2021 9:30:26 AM - [Approved |]
Legal: Elizabeth Freeland at 11/4/2021 8:33:08 AM - [Approved |]



INDEPENDENCE
★ FINANCE & ADMINISTRATION ★

FUEL SERVICE AGREEMENT

This Agreement, entered into this _____ day of _____, 2021, is by and between Jackson County (hereinafter called County), and the City of Independence (hereinafter called City), for fuel services. This agreement is to extend services provided by City Ordinance No. 15223, initially agreed to on October 10, 2002.

The County desires to use the City's Public Works Facility site at 1030 S. Crysler, Independence, MO 64050, for fueling purposes for County Vehicles.

The City is agreeable to sell fuel to the County at a cost of eleven cents per gallon over the purchase price.

In consideration of this agreement both parties mutually agree:

1. The City will provide fuel upon availability to County vehicles to be dispensed in a manner approved by the City. The County agrees to waive, release and forever discharge the City and to hold harmless and indemnify the City, its employees, administrators, officers, agents and representatives from all costs, including attorney's fees, arising from any and all injuries and/or damages incurred by the County and/or its employees in the course of the provision of fuel by the City to the County.
2. The City will maintain a record of fuel used by County asset number, and bill the County monthly based upon total usage. The City does not make any representations, warranties or agreements as to the quality or suitability of the fuel, the facilities and equipment at this facility.
3. The County agrees to pay on a monthly basis, bills issued by the City within 30 days of receipt of bill.
4. The parties agree that the price of the fuel dispensed shall be the City's purchase price plus eleven cents per gallon, which shall cover the cost to manage the fueling system. This agreement shall be for the period of October 11, 2021, and ending October 10, 2022. This agreement may be renewed for successive annual periods upon agreement by both parties, with 90 days notice. Notice of termination shall be done 90 days before the termination date.

City
By Bryan Kidney - Finance & Admin Director

County
By _____

Date 10/7/2021

Title _____

Approved by City Counselor

Date _____

By [Signature]

Date 10/7/21

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Agreement for Environmental Services with the City of Lake Lotawana.

RESOLUTION. 20813, November 8, 2021

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, the Environmental Health Administrator recommends an Environmental Health Services Agreement with the City of Lake Lotawana to provide for the inspection of food service establishments, on-site wastewater systems, and swimming pools within the city by County staff; and,

WHEREAS, such services are in accordance with provisions of chapters 40 and 240 of the County Code and sections 192.200-.310, RSMo; and,

WHEREAS, the attached Agreements for Environmental Services adequately set forth the agreement and understanding of the parties; now therefore,

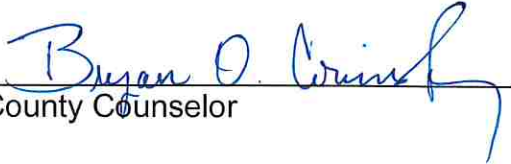
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Agreement for Environmental Services with the City of Lake Lotawana.

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. 20813 of November 8, 2021 was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

EXHIBIT A

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this ____ day of _____ 2021, by and between Jackson County, Missouri hereinafter referred to as (“the county”) and the city of Lake Lotawana, Missouri hereinafter referred to as (“the city”).

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the county in accordance with Chapter 40 of the County Code entitled “Food Safety and Environmental Health,” as set forth by the Missouri Department of Health Rules Governing Food Service and Rules Governing Retail Food.

- a. The County will review applications, collect fees and issue permits to food service establishments in accordance with County policies and procedures within the City.
- b. The County will investigate food related complaints within the City.
- c. The County will notify the City of any food related violations notices, and notice of suspension or revocation of food service permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new food establishments, expansion of establishments or establishments that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to this agreement.
- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

II. ON-SITE WASTEWATER DISPOSAL PROGRAM.

Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified

by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By Agreement the County will provide:

- a. Application processing and permit issuance for wastewater disposal located within the specified boundary of the City. Completion of this service will include but is not limited to:
 1. Review of an engineering proposal.
 2. Necessary correspondence to obtain approval compliance.
 3. Issuance of corresponding permit for construction.
 4. Or written project disapprovals when applicable.
- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
- b. The City will not issue a building permit until a valid on-site wastewater permit is produced by the applicant.
- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
- d. The City will pursue any legal action or prosecution necessary under their ordinances upon notification by the County.

III. AQUATIC VENUE INSPECTION PROGRAM

Service to ensure aquatic venues such as, pools, spas, wading pools, hot tubs, whirlpool baths, and aquatic play features meet safety requirements to protect the well-being of citizens will be provided by the County in accordance with Chapter 40 of the County Code entitled, "Food Safety and Environmental Health".

- a. The County will review applications, collect fees and issue permits to aquatic venues in accordance with County policies and procedures within the City.
- b. The County will investigate aquatic venue complaints within the City.
- c. The County will notify the City of any aquatic venue notice of suspension or revocation of aquatic permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new aquatic venues, expansion of venues or venues that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to this agreement.
- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.

- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

IV. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1st day of the month following approval of the governing bodies of the City and County. This agreement shall continue for a period of (1) year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the Agreement anniversary date, of that party's intent not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.

V. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Lake Lotawana, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: *Nick Shigouri*
Nick Shigouri
City Administrator

By: _____
Frank White Jr.
Jackson County Executive

Attest:
Lauran Kurtz
Lauran Kurtz
City Clerk

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:
Nathan Day

Approved as to form:



Jay Haden
Jackson County Counselor

Request for Legislative Action

Res. #20813

Sponsor: Jalen Anderson

Date: November 8, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20813
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	11/8/2021

Introduction
Action Items: ['Authorize']
Project/Title:
Requesting approval of Lake Lotawana services agreement by the County at no charge to the County

Request Summary
The environmental services agreement offers services to cities that do not have a health department. Services include on site wastewater, food inspections and swimming pool inspections. Lake Lotawana has requested to update their agreement to include on site wastewater. The agreement for environmental services has been updated and signed by the city of Lake Lotawana to include services for on-site wastewater disposal. We are requesting the County Executive, Clerk of the Legislature, and the Jackson County Counselor sign the agreement.

Contact Information			
Department:	Environmental Health	Submitted Date:	10/11/2021
Name:	Deborah Sees	Email:	dsees@jacksongov.org
Title:	Director	Phone:	816-797-7162

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

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
#19792	March 26, 2018
#10200	February 22, 1994

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

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

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

Request for Legislative Action

History

Deborah Sees at 10/11/2021 3:17:56 PM - [Submitted |]
Department Director: Troy Schulte at 10/14/2021 11:36:52 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 10/14/2021 12:54:25 PM - [Returned for more information | Please update the Project Title to "Requesting approval of Lake Lotawana Agreement by the County at no charge to the County" In the Request Summary - please add a paragraph explaining what the agreement does and add any previous legislation passed on this agreement to the appropriate areas]
Submitter: Deborah L. Sees at 10/15/2021 8:23:54 AM - [Submitted |]
Department Director: Troy Schulte at 10/15/2021 12:43:28 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 10/15/2021 1:54:22 PM - [Not applicable |]
Compliance: Katie M. Bartle at 10/15/2021 2:33:06 PM - [Approved | eRLA 274]
Finance (Budget): Mark Lang at 10/20/2021 10:04:12 AM - [Not applicable |]
Executive: Sylvya Stevenson at 10/21/2021 1:22:27 PM - [Approved |]
Legal: Elizabeth Freeland at 10/25/2021 1:44:33 PM - [Returned for more information | Please correct the date on previous legislation. The "introduced on" date is used in this field. Thanks!]
Submitter: Deborah L. Sees at 10/26/2021 7:58:25 AM - [Submitted |]
Department Director: Troy Schulte at 10/26/2021 8:29:24 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 10/26/2021 9:45:51 AM - [Not applicable |]
Compliance: Katie M. Bartle at 10/26/2021 11:17:24 AM - [Approved |]
Finance (Budget): Mark Lang at 10/27/2021 12:17:25 PM - [Not applicable |]
Executive: Troy Schulte at 10/28/2021 9:50:49 AM - [Approved |]
Legal: Elizabeth Freeland at 11/3/2021 8:42:07 AM - [Approved |]