

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$3,154.00 from the undesignated fund balance of the 2019 Health Fund in acceptance of insurance proceeds for the repair of a vehicle for use by the Environmental Health Division of the Public Works Department.

ORDINANCE NO. 5215, April 8, 2019

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the County has received a payment from Progressive Insurance representing the cost of repairs to an County vehicle damaged as a result of a motor vehicle accident that occurred on December 29, 2017; and,

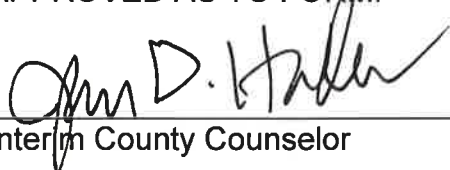
WHEREAS, an appropriation is necessary to place the insurance payment in the proper spending account so that the funds may be used to repair the vehicle; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2019 Health Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund 002-9999	47040 – Reimb Damage Claims	\$3,154	
002-2810	Undesignated Fund Balance		\$3,154
002-2810	Undesignated Fund Balance	\$3,154	
Health Services 002-1500	56570 – Maint & Repair Misc.		\$3,154

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

APPROVED AS TO FORM:



Interim County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5215 introduced on April 8, 2019, was duly passed on _____, 2019 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. 5215.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 002 2810
ACCOUNT TITLE: Health Fund
Undesignated Fund Balance
NOT TO EXCEED: \$3,154.00

4/4/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

EXECUTIVE OFFICE

Completed by County Counselor's Office:

Res/Ord No.: 5215

Sponsor(s): Charlie Franklin

Date: April 8, 2019

MAR 28 2019

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Appropriating \$3,153.53 from the undesignated fund balance in acceptance of reimbursement proceeds from Progressive Insurance for repair of a vehicle that was damaged by one of Progressive Insurance's clients.</u></p>														
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$3,153.53</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$3,153.53</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT \$3153.53</td> </tr> <tr> <td>From: Undesignated Fund 002-9999-47040</td> <td></td> </tr> <tr> <td>To: Maintenance and Repair-Auto Equipment 002-1500-56570</td> <td>TO ACCT \$3153.53</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$3,153.53	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$3,153.53	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT \$3153.53	From: Undesignated Fund 002-9999-47040		To: Maintenance and Repair-Auto Equipment 002-1500-56570	TO ACCT \$3153.53
Amount authorized by this legislation this fiscal year:	\$3,153.53														
Amount previously authorized this fiscal year:	\$														
Total amount authorized after this legislative action:	\$3,153.53														
Amount budgeted for this item * (including transfers):	\$														
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT \$3153.53														
From: Undesignated Fund 002-9999-47040															
To: Maintenance and Repair-Auto Equipment 002-1500-56570	TO ACCT \$3153.53														
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Deb Sees, Environmental Health Administrator, 816-847-7070</p>														
<p>REQUEST SUMMARY</p>	<p>Requesting \$3153.53 to be transferred from 002-9999-47040 to account 002-1500-56570 for the repair of a vehicle damaged in an accident on 12-29-17.</p>														
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														

ATTACHMENTS		
REVIEW	Department Director: <i>Deb Sees</i>	Date: <i>3/29/19</i>
	Finance (Budget Approval): <i>If applicable</i> <i>Paul MacP</i>	Date: <i>3/30/19</i>
	Division Manager: <i>[Signature]</i>	Date: <i>4-2-19</i>
	County Counselor's Office:	Date:

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

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
002-9999-47040	Undesignated Fund	\$3153.53

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

PROGRESSIVE
PO BOX 512926
LOS ANGELES, CA 90051

PROGRESSIVE®

JACKSON CO MISSOURI
ATTN: RISK MGT DEPT
415 E 12TH ST
KANSAS CITY, MO 64106-2706

002-9999-47040
Prog Dmg Claim - Sees 12/29/17

DRAFT NUMBER: 2025611026

AMOUNT:

\$*****3,153.53

ISSUE DATE: March 20, 2019

Form 2721 (06/15)

KEEP THIS TOP PORTION FOR YOUR RECORDS

PROGRESSIVE®

PAYABLE THROUGH
PNC BANK, N.A. 070
ASHLAND, OH
1-877-448-9544

VOID IF NOT PRESENTED WITHIN 90 DAYS

CLAIM NUMBER: 18-4100735
NAME: JACKSON CO MISSOURI,

DRAFT NUMBER:
2025611026

56-389

412

March 20, 2019

PAY EXACTLY

\$*****3,153.53

THREE THOUSAND, ONE HUNDRED FIFTY-THREE AND 53/100 *****

PAY TO JACKSON COUNTY
THE ORDER
OF:

Progressive Casualty Insurance Company

BY:



AUTHORIZED SIGNATURE



Supplemental Appropriation Request Jackson County, Missouri

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

Date: April 1, 2019

ORD # 5215

Department / Division	Character/Description	From	To
Health Fund - 002			
9999	47040 - Reimb Damage Claims	3,154	
2810	Undesignated Fund Balance		3,154
2810	Undesignated Fund Balance	3,154	
1500 - Health Services	56570 - Maint & Repair Misc		3,154

David M. S. 4/1/19
 Budgeting

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$25,000.00 within the 2019 General Fund to cover the cost of temporary staffing within the Public Works Department's Facilities Management Division.

RESOLUTION NO. 20134, April 8, 2019

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, a transfer is necessary to cover the cost of temporary staffing within the Public Works Department's Facilities Management Division, to be provided by an existing County term and supply vendor; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2019 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Fac. Mgmt Kansas City			
001-1204	55010- Regular Salaries	\$25,000	
001-1204	56790- Other Contractual Svc		\$25,000

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

APPROVED AS TO FORM:


Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20134 of April 8, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

_____ Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 1204 55010
ACCOUNT TITLE: General Fund
Fac. Mgmt. Kansas City
Regular Salaries
NOT TO EXCEED: \$25,000.00

4/4/19
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20134

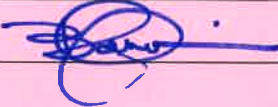


Sponsor(s): Ronald E Finley

Date: April 8, 2019

EXECUTIVE OFFICE

MAR 26 2019

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Temporary Janitorial Staffing for Kansas City Courthouse.</p>												
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$25,000.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$25,000.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: FROM: 001-1204-55010 Regular Salaries</td> <td>\$25,000.00</td> </tr> <tr> <td>TO: 001-1204-56790 Other Contractual</td> <td>\$25,000.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$25,000.00	Amount budgeted for this item * (including transfers):	\$25,000.00	Source of funding (name of fund) and account code number: FROM: 001-1204-55010 Regular Salaries	\$25,000.00	TO: 001-1204-56790 Other Contractual	\$25,000.00
Amount authorized by this legislation this fiscal year:	\$												
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TO: 001-1204-56790 Other Contractual	\$25,000.00												
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Kimberly Byers, Office Administrator, 816-881-4418</p>												
<p>REQUEST SUMMARY</p>	<p>Requesting \$25,000.00 to be transferred into Other Contractual Services for the hiring of additional temporary janitorial staffing for the Kansas City Courthouse. There are currently 3 full time janitorial positions open that have not been filled since the 1st of January, 2019. The intent is to use the salary savings previously accumulated in 2019 Facilities Management Budget for this funding. The temporary staffing will be completed by the county's Term & Supply vendor ■ At Work Fairway Personnel Services, Inc.</p>												

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS		
REVIEW	Department Director: 	Date: 3.22.19
	Finance (Budget Approval): <i>If applicable</i> 	Date: 3/26/19
	Division Manager: 	Date: 3.26.19
	County Counselor's Office:	Date:

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

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with two twelve-month options to extend for the furnishing of heavy equipment maintenance and repair, for use by the Public Works Department to G.W. Van Keppel of Kansas City, KS, as a sole source purchase.

RESOLUTION NO. 20135, April 8, 2019

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Road and Bridge Division of the Public Works Department recommends the award of a twelve-month term and supply contract with two twelve month options to extend to G.W. Van Keppel of Kansas City, KS, for the furnishing of heavy equipment maintenance and repair; and,

WHEREAS, G.W. Van Keppel is the only vendor in the greater Kansas City area that is an authorized dealer for the maintenance and repair of the specific heavy equipment in the County's inventory; and,

WHEREAS, the estimated cost for the maintenance and repair of the equipment covered by the term and supply will be \$120,000.00 annually; and,

WHEREAS, pursuant to section 1030.1, Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with two twelve month options to extend for the furnishing of heavy equipment maintenance and repair to G.W. Van Keppel's status of Kansas City, KS, as a sole source

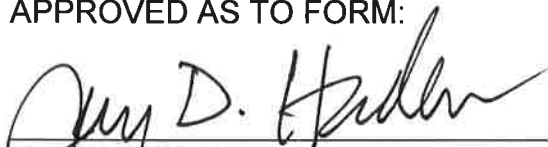
purchase, based upon G.W. Van Keppel as the sole local provider of the required proprietary parts and services; now therefore,

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

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



Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20135 of April 8, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

4/14/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION


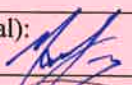
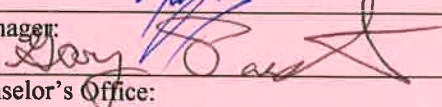
Completed by County Counselor's Office:

Res/Ord No.: 20135

Sponsor(s): Ronald E. Finley

Date: April 8, 2019

<p>SUBJECT</p>	<p style="text-align: center;">EXECUTIVE OFFICE</p> <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p style="text-align: center;">MAR 26 2019</p> <p>Project/Title: <u>Awarding a One Year Term and Supply Contract with Two Twelve Month Options to Extend for the furnishing of Heavy Equipment Maintenance and Repair for use by the Public Works Department to G.W. Van Keppel of Kansas City, KS as a Sole Source.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Public Works Estimated Use: \$120,000</p> <p>Requesting approval by the Legislature of the term and supply contract; the funds were already appropriated through the annual budget adoption. Estimated usage figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:											
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:											
Amount budgeted for this item * (including transfers):											
Source of funding (name of fund) and account code number:											
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Katie Bartle, Senior Buyer, 816-881-3465</p>										
<p>REQUEST SUMMARY</p>	<p>The Road and Bridge Division of the Public Works Department requires a term and supply contract with G.W. Van Keppel of Kansas City, KS for Heavy Equipment Maintenance and Repair. G.W. Van Keppel is the only vendor in the Greater Kansas City Area that is an authorized dealer for the following machines: Volvo, Broce Broom, CAT, and Ingersoll Rand and Etnyre. Therefore, proprietary parts for these machines need to be purchased from them. Additionally, they have mechanics specifically trained to work on these machines, and are the only company in the Greater Kansas City area with the necessary expertise to maintain these specific pieces of equipment.</p> <p>It is estimated that the Public Works Department will spend \$120,000 annually on the maintenance and repair of equipment covered by this term and supply contract. A breakdown of estimated costs is included in the Recommendation Memo from the using department.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Purchasing Department recommends the award of a Twelve Month Term and Supply Contract with Two Twelve Month Options to Extend for the furnishing of Heavy Equipment Repair and Maintenance to G.W. Van Keppel of Kansas City, KS as a Sole Source.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

COMPLIANCE	<input type="checkbox"/> MBE Goals	No goals assigned to Sole Source purchases.	
	<input type="checkbox"/> WBE Goals		
	<input type="checkbox"/> VBE Goals		
ATTACHMENTS	Sole Source Memo from Public Works Department		
REVIEW	Department Director:		Date: 3.25.19
	Finance (Budget Approval): <i>If applicable</i>		Date: 3/26/19
	Division Manager:		Date: 3.26.19
	County Counselor's Office:		Date:

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

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

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



JACKSON COUNTY

Public Works Department

Jackson County Technical Center
303 West Walnut Street
Independence, Missouri 64050
jacksongov.org

(816) 881-4530
Fax: (816) 881-4448

TO: Katie Bartle, Senior Buyer, Finance and Purchasing Department
FROM: Matt Willier, Assistant Road and Bridge Administrator, Public Works Department
DATE: March 11, 2019
SUBJECT: Sole Source Vendor - Van Keppel

Please consider Van Keppel as a sole source provider for maintenance services to a variety of County Road and Bridge heavy construction and maintenance related equipment. Van Keppel is the only vendor in the area that is an authorized dealer for Volvo, Broce Broom, CAT, Ingersoll Rand and Etnyre, to which the County has several pieces of equipment from those manufacturers. This equipment is necessary for our annual Road Program construction activities, as well as day to day operations. The list below contains motor graders, an oil distributor, rollers, a low boy trailer and the mechanical broom. These items are all potential candidates for Van Keppel's proprietary services.

Jackson County Equipment Serviced by Van Keppel

Unit	Equipment Type	Brand	Presumed Cost
AD-10	Asphalt Distributor	Etnyre	\$18,000
S-27	Self Propelled Broom	Broce	\$6,000
MG-05	Motor Grader	Volvo	\$15,000
MG-08	Motor Grader	CAT	\$15,000
CVA-02	Steel Drum Roller	Ingersoll Rand	\$10,000
CVA-07	Steel Drum Roller	Ingersoll Rand	\$10,000
CVA-08	Steel Drum Roller	Ingersoll Rand	\$10,000
CVS-01	Sheepsfoot Tire Roller	Ingersoll Rand	\$8,000
CVS-02	Sheepsfoot Tire Roller	CAT	\$8,000
WL-05	Wheel Loader	CAT	\$12,000
TT-12	Low Boy Trailer	Etnyre	\$8,000
Total			\$120,000

Van Keppel has trained mechanics to repair these brands of equipment and is the only company in this area with the expertise necessary to maintain this portion of the County's construction fleet. Not only will Van Keppel be

Frank White, Jr., County Executive



JACKSON COUNTY

Public Works Department

Jackson County Technical Center

(816) 881-4530

303 West Walnut Street

Fax: (816) 881-4448

Independence, Missouri 64050

jacksongov.org

supplying the necessary mechanical expertise but they will also supply the appropriate proprietary parts that will allow the County's equipment to operate at necessary levels.

It is estimated that the County could expend approximately \$120,000 over the course of the year with Van Keppel. Planned funds for these estimated repairs will be appropriated from the Heavy Equipment Repair and Maintenance account line, 004-1506-6520.

For the reasons above, it has been requested that Van Keppel be considered a sole source vendor. Thank you for your consideration.

Thank you,

Matt E. Willier

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

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

RESOLUTION NO. 20136, April 8, 2019

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Environmental Health Division of the Public Works Department desires to participate in summer food service program sponsored by the Missouri Department of Health and Senior Services and the U.S. Department of Agriculture, to provide free nutritional meals for children in eastern Jackson County; and,

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

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

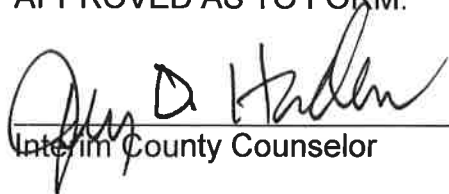
WHEREAS, execution of the attached agreement with the Missouri Department of Health and Senior Services is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Summer Food

Service Program Inspections Participation Agreement.

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

APPROVED AS TO FORM:


Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20136 of April 8, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400

RELAY MISSOURI for Hearing and Speech Impaired: 1-800-735-2466

R. 20136

FAX: 573-751-6010

VOICE: 1-866-735-2460



Randall W. Williams, MD, FACOG
Director

Eric R. Greitens
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization; and
3. Return the contract to:

Bureau of Financial Services, Procurement Unit
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact Christine James in the Procurement Unit at (573) 751-6471 or via email at ProcurementUnit@health.mo.gov if you have any questions regarding this letter.

Enclosures

www.health.mo.gov

Healthy Missourians for life.

The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.



**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
SUMMER FOOD SERVICE PROGRAM INSPECTIONS
PARTICIPATION AGREEMENT**

1. This participation agreement is entered into by the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). This agreement shall consist of: (1) this participation agreement, (2) Attachment A – Certification, (3) Exhibit 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and (4) the Terms and Conditions, attached hereto. By signing below the Contractor and Department agree to all the terms and conditions set forth in this agreement.

2. The purpose of this agreement is to conduct food safety inspections and enforce expeditious correction of priority violations in food preparation and service at Summer Food Service Program (SFSP) meal production and meal service sites.

3. This agreement shall be effective May 31, 2019 or the date of the Department’s authorized representative signature, whichever is later through September 15, 2019.

4. To the extent that this agreement involves the use, in whole or in part, of federal funds, the signature of the Contractor’s authorized representative on the agreement signature page indicates compliance with the Certifications contained in Attachment A as attached hereto and incorporated by reference as if fully set forth herein.

AGREEMENT NUMBER ERS21919046	VENDOR NUMBER 44600052414
CONTRACTOR NAME (PLEASE PRINT/TYPE) Jackson County Public Works Planning Environmental Health	DOING BUSINESS AS (DBA) NAME
NAME OF AUTHORIZED REPRESENTATIVE	PAYMENT MAILING ADDRESS
FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER	CITY, STATE, ZIP
TELEPHONE NUMBER	E-MAIL ADDRESS
SIGNATURE OF CONTRACTOR OR REPRESENTATIVE	DATE
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF ADMINISTRATION DIRECTOR OR DESIGNEE ▶	DATE

5. The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 5.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 5.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 5.3 Taxes (e.g., city/county/state/federal)
 - 5.4 State and local certifications (e.g., professions/occupations/activities)
 - 5.5 Licenses and permits (e.g., city/county license, sales permits)
 - 5.6 Insurance (e.g., worker's compensation/unemployment compensation)
6. Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Summer Food Service Program

Program Contact: Anne Strobe

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

Phone: 573-751-6090

Email: BEHS.SUMMERFOOD@health.mo.gov

7. Training
 - 7.1 The Department will provide regional training in each District prior to the start of the SFSP. The training will present the agreement and its deliverables, inspection requirements and reimbursement requirements.
 - 7.2 The Contractor shall ensure that their staff responsible for conducting inspections attend one of the training opportunities.
8. SFSP Site Notification
 - 8.1 The Bureau of Environmental Health Services (BEHS) will issue SFSP Initial Notifications for all sites that require an inspection. The Contractor may not be reimbursed for inspections completed without a SFSP Initial Notification.
 - 8.2 BEHS will notify the Contractor with SFSP Update Notifications when there are changes to site inspection information.

9. Inspection Sites

9.1 The Contractor shall perform sanitation and food safety inspections at all SFSP sites and associated food service management companies, including schools that prepare food for off-site service locations, as designated by the Department.

9.2 The Contractor shall not perform sanitation and food safety inspections at schools that sponsor SFSP sites, unless the personnel preparing the food is different from those preparing food during the school year. Contractor must obtain written approval from BEHS prior to conducting an inspection at a school when no SFSP Initial Notification is received.

9.3 The Department will not reimburse the Contractor for inspections conducted that do not match the date, day of the week, or time on the SFSP Initial Notification. Contractor must obtain written approval from BEHS prior to conducting an inspection that deviates from the SFSP Initial Notification.

10. Inspection Requirements

10.1 The Contractor shall conduct sanitation and food safety inspections as outlined in Section 2.0 Food Safety, subsections: 2.1 through 2.3, of the Environmental Health Operational Guidelines (EHOG), available at:
<http://health.mo.gov/atoz/ehog/index.php>;

10.2 The Contractor shall conduct sanitation and food safety inspections that comply as follows:

10.2.1 Within the first half of each SFSP site's dates of operation, as listed in the SFSP Initial Notification;

10.2.2 The start time of the inspection for a central kitchen site (a site where the food is prepared, no serving food to children) must be within two (2) hours prior to service start time listed on the SFSP Initial Notification;

10.2.3 The start time of the inspection for a self-prep site (a site where the food is prepared and served at the same location) must be within two (2) hours prior to service or during service hours;

10.2.4 The start time of the inspection for a vended (a site where the food is served to children, no preparation/cooking of food) site must not exceed thirty (30) minutes prior to the start of service;

- 10.2.5 The inspection of central kitchens and self-prep sites must be a minimum of thirty (30) minutes and there is no minimum time requirement for vended sites.
11. Inspection Reports
- 11.1 The Contractor shall use the Inspection Report Form E6.39, provided by the Department for inspections and follow-up inspections. The Contractor shall use the Sanitation Observation Form E6.07 or the Inspection Report Form E6.39 for attempted inspections. The Contractor must submit a completed Inspection Report Form or Sanitation Observation Form E6.07 and SFSP Initial Notification or most recent SFSP Update Notification to the Department within two (2) weeks following the date of inspection.
- 11.1.1 The Contractor shall complete the Inspection Report.
- 11.1.2 The Contractor shall enter the inspection date, "Time In", and "Time Out" on form.
- 11.1.3 A completed report includes information provided in all fields on the form, the evaluation of all food safety measures, the review of any Time as a Public Health Control plans and records, including the time and temperature when food arrived at the site and explanation of approval when food is out of temperature, and shall list the menu items and the temperatures of these foods; incomplete inspection reports may not be reimbursable.
- 11.2 The Contractor can obtain the Inspection Report Form at <http://health.mo.gov/warehouse>.
12. Follow-up Inspections
- 12.1 The Contractor shall conduct follow-up inspections, to verify correction of priority violations that were not corrected during the initial inspection. The Contractor must submit a completed Inspection Report Form and SFSP Initial Notification or most recent SFSP Update Notification to the Department within two (2) weeks following the date of inspection.
- 12.2 The Contractor shall conduct the follow-up inspections according to the EHOOG or to the local public health agency's written plan.
- 12.3 The Department will reimburse Contractors for follow-up inspections, provided they meet the criteria within this agreement.
13. Attempted Inspections

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

Department of Health and Senior Services
Bureau of Environmental Health Services
Attention: SFSP Inspections
930 Wildwood Drive
P.O. Box 570
Jefferson City, MO 65102

- 15. Reimbursement Requirements
 - 15.1 The Department will not reimburse the Contractor for more than **15** initial inspection(s) unless the Contractor receives prior written approval from the Bureau of Environmental Health Services, Department of Health and Senior Services via email to BEHS.SUMMERFOOD@health.mo.gov.
 - 15.2 The Department will not reimburse the Contractor for any inspections or attempted inspections:
 - 15.2.1 If the Contractor fails to submit the Inspection Report Forms or the Sanitation Observation Form E6.07 to the Department within two (2) weeks following the date of inspection; or
 - 15.2.2 If either the Contractor's Inspection Report Form or the Sanitation Observation Form E6.07 do not meet the criteria as set out in this agreement for approval by the Department.
 - 15.3 Initial Inspections
 - 15.3.1 Central Kitchens and Self-Prep Sites
 - a. The Department will reimburse the Contractor at a fixed rate of **\$125** for each approved initial inspection conducted for central kitchens and self-prep sites that the Contractor conducts within the first half of the site's operation dates.
 - b. The Department will reimburse the Contractor at a fixed rate of **\$75** for each approved initial inspection conducted for central kitchens and self-prep sites that the Contractor conducts after the first half of the site's operation dates but before the last date(s) of the site's operation.
 - 15.3.2 Vended Sites
 - a. The Department will reimburse the Contractor at a fixed rate of **\$80** for each approved initial inspection conducted for vended sites that the Contractor conducts within the first half of the site's operation dates.
 - b. The Department will reimburse the Contractor at a fixed rate of **\$50** for each approved initial inspection conducted for vended sites that the Contractor conducts after the first half of the site's operation dates but before the last date(s) of the site's operation.
 - 15.4 Follow-up Inspections

- 15.4.1 The Department will reimburse the Contractor at a fixed rate of **\$60** for each approved follow-up inspection conducted for central kitchens and self-prep site that the Contractor conducts.
- 15.4.2 The Department will reimburse the Contractor at a fixed rate of **\$40** for each approved follow-up inspection conducted for vended sites that the Contractor conducts.
- 15.5 Attempted Inspections
 - 15.5.1 The Department will reimburse the Contractor at a fixed rate of **\$30** for each approved attempted inspection the Contractor conducts.
 - 15.5.2 The Department will not reimburse the Contractor for more than two attempted inspections per facility.
- 15.6 Contractors that agree to conduct inspections outside their agency's normal jurisdiction will be reimbursed an additional **\$15** per inspection conducted. Inspections conducted outside the Contractor's jurisdiction will apply toward the limit on the total number of inspections the Contractor can conduct as set out in this agreement.
- 16. Invoices
 - 16.1 The Contractor shall submit a single invoice for all work performed and reported during the contract period by October 15, 2019.
 - 16.1.1 The Contractor may not submit more than one invoice, or submit an invoice later than October 15, 2019, unless the Contractor obtained prior written approval from the Department.
 - 16.1.2 The Contractor may submit its request for an exception to BEHS.SUMMERFOOD@health.mo.gov.
 - 16.2 The Contractor shall submit the invoice to the Department on the standard DH-38 billing form and shall include the agreement number and invoice number of "SFSP19ALL".
 - 16.3 If the Department denies a Contractor's request for payment, the Department shall provide the Contractor with written notice of the reason(s) for the denial.
 - 16.4 The Department will not reimburse the Contractor based on any invoice that the Contractor does not submit in accordance with the requirements as set out in this agreement.
- 17. Authorized Personnel

- 17.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 17.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 17.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1; Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 17.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

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

between the parties. Performance shall be governed solely by the terms and conditions contained in this agreement.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

CERTIFICATIONS AND SPECIAL PROVISIONS

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

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

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

CERTIFICATIONS AND SPECIAL PROVISIONS

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
 - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
 - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
 - 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

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

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

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

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

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

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

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

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

Signature of Notary Date

EXHIBIT 1, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

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

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

REQUEST FOR LEGISLATIVE ACTION

EXECUTIVE OFFICE

Completed by County Counselor's Office:

Res/Ord No.: 20136

Sponsor(s): Charlie Franklin

Date: April 8, 2019

MAR 28 2019

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title; Request to execute an agreement with Missouri Department of Health and Human Services to conduct food safety inspections</p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	
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Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO											
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): None</p> <p>Prior resolutions and (date): 19481 5/9/17, 19836 4/19/18</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Deb Sees, Environmental Health Administrator</p>										
<p>REQUEST SUMMARY</p>	<p>We are requesting the Business Entity Certification be filled out and participation agreement for 2019 be signed to conduct food safety inspections for the summer food service program sponsored by Missouri department of health and senior services and the Federal Department of Agriculture. Under reimbursement requirements in the participation agreement we will complete inspections that will be reimbursed within the range of \$125 to \$30 for each inspection. This program provides a free nutritional meal for children at multiple sites within Eastern Jackson County. A second RLA will be done when the amount of reimbursement has been determined by the granting agency.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	Participation Agreement, Business Entity Certification	
REVIEW	Department Director: <i>Deb Sees</i>	Date: <i>3/28/19</i>
	Finance (Budget Approval): <i>David [Signature]</i> <i>If applicable</i>	Date: <i>3/30/19</i>
	Division Manager: <i>[Signature]</i>	Date: <i>4-2-19</i>
	County Counselor's Office:	Date:

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

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with four twelve-month options to extend, for the furnishing of drug and alcohol testing for use by the Human Resources, Public Works, and Parks + Rec Departments, and the Sheriff's Office, to Test Smartly Labs of Overland Park, KS, under the terms and conditions of Request for Proposals No. 03-19.

RESOLUTION NO. 20137, April 8, 2019

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited written proposals pursuant to Request for Proposals No. 03-19 for drug and alcohol testing for use by the Human Resources, and Public Works, and Parks + Rec Departments, and the Sheriff's Office; and,

WHEREAS, a total of twenty four notifications were distributed and four responses were received, one of which was rejected as non-responsive, with the three remaining proposals as follows:

<u>BIDDERS</u>	<u>EVALUATION POINTS</u>
Test Smartly Labs Overland Park, KS	90
DSI Medical Horsham, PA	83
Safety First Birmingham, AL	77

and,

WHEREAS, the proposals submitted were evaluated on the basis of responsiveness to the scope of services, qualifications, experience, approach, and references; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract, with four twelve-month options to extend to Test Smartly Labs as the lowest and best responsive bidder as set out in the attached recapitulation and analysis; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the 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,

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

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

APPROVED AS TO FORM:



Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20137 of April 8, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

4/4/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

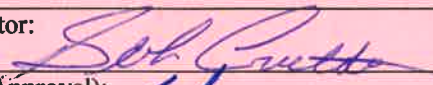
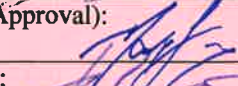

Res/Ord. No.: 20137

Sponsor(s): **EXECUTIVE OFFICE**

Date: April 8, 2019

MAR 28 2019

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with four Twelve Month Options to Extend for the furnishing of Drug and Alcohol Testing for use by the Human Resources, Public Works, Sheriff's Office and Parks + Rec Departments to Test Smartly Labs OF Overland Park, Kansas under the Terms and Conditions of Request for Proposal No. 03-19.</u></p>																								
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <table> <tr> <td>Department: Sheriff's Department</td> <td>Estimated Use: \$ 3,000.00</td> </tr> <tr> <td>Parks & Recreations</td> <td>\$ 8,569.00</td> </tr> <tr> <td>Public Works</td> <td>\$ 2,606.00</td> </tr> <tr> <td>Human Resources</td> <td>\$ 983.00</td> </tr> <tr> <td></td> <td>\$24,068.00</td> </tr> </table> <p>Requesting approval by the Legislature of the Term and Supply Contract; the funds were already appropriate through the annual budget adoption. Estimated use figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$27,758.00 Prior Year Actual Amount Spent (if applicable): \$23,130.00</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:		Department: Sheriff's Department	Estimated Use: \$ 3,000.00	Parks & Recreations	\$ 8,569.00	Public Works	\$ 2,606.00	Human Resources	\$ 983.00		\$24,068.00				
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Public Works	\$ 2,606.00																								
Human Resources	\$ 983.00																								
	\$24,068.00																								
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 18369, January 21, 2014</p>																								
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Craig Reich, Senior Buyer, 816-881-3265</p>																								
REQUEST SUMMARY	<p>The Human Resources, Public Works, Sheriff's Office and Parks + Rec Departments require a Term and Supply Contract for the furnishing of Drug and Alcohol Testing. Purchasing issued Request for Proposal No. 03-19 in response to those requirements.</p> <p>A total of 24 notifications were distributed with 3 responses received, of which one response was rejected; the following is a summary of the 4 responses evaluated:</p> <table border="1"> <thead> <tr> <th>Vendor and Location</th> <th>Pricing 40%</th> <th>Locations 25%</th> <th>Experience 30%</th> <th>Content 5%</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Test Smartly Labs, Overland Park, KS</td> <td>40</td> <td>20</td> <td>25</td> <td>5</td> <td>90</td> </tr> <tr> <td>Safety First, Birmingham, AL</td> <td>37</td> <td>18</td> <td>20</td> <td>2</td> <td>77</td> </tr> <tr> <td>DSI Horsham, PA</td> <td>35</td> <td>18</td> <td>25</td> <td>5</td> <td>83</td> </tr> </tbody> </table> <p>Pursuant to Section 1054.6 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a Twelve Month term and Supply contract for the furnishing of Drug and Alcohol Testing to Test Smartly Labs of Overland Park, KS as the lowest and best proposal received.</p>	Vendor and Location	Pricing 40%	Locations 25%	Experience 30%	Content 5%	Total	Test Smartly Labs, Overland Park, KS	40	20	25	5	90	Safety First, Birmingham, AL	37	18	20	2	77	DSI Horsham, PA	35	18	25	5	83
Vendor and Location	Pricing 40%	Locations 25%	Experience 30%	Content 5%	Total																				
Test Smartly Labs, Overland Park, KS	40	20	25	5	90																				
Safety First, Birmingham, AL	37	18	20	2	77																				
DSI Horsham, PA	35	18	25	5	83																				

	This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of fund for specific purchase is subject to annual appropriations.	
CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Bid Abstract, Recap of Bids Received, and pertinent pages Test Smartly Labs bid documents	
REVIEW	Department Director: 	Date: 3-27-19
	Finance (Budget Approval): <i>If applicable</i> 	Date: 3/27/19
	Division Manager: 	Date: 4/2/19
	County Counselor's Office:	Date:

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

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

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

RFP No: 3-19 Date: 2/26/19 COMMODITY: Employee Drug and Alcohol Testing	Solutions	Test Smartly	DSI Medical Services	Safety First	AMOUNT	AMOUNT	AMOUNT	AMOUNT
NO	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1.0	Employee Drug and Alcohol Testing, per RFP 3-19	See Bid	See Bid	See Bid				

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED
 ON: February 26, 2019 BY
Wendi H. Rowland
 CLERK OF THE LEGISLATURE
Kathie Partridge
 PURCHASING



Invitation for Request for Proposal No. 03-19
Jackson County Employee Drug and Alcohol Testing

Jackson County Purchasing Department
Jackson County Courthouse Room G-1 Ground Floor
415 East 12th Street, Kansas City, Missouri 64106

January 31, 2019

Office of the Jackson County Purchasing Department
Purchasing Department, Room G-1 Ground Floor
Jackson County Courthouse
415 E 12th Street
Kansas City, Missouri 64106

Point of Contact for Proposal: Craig Reich

RE: Request for Proposal No. 03-19


We appreciate the opportunity to submit this proposal. We seek to provide employee drug and alcohol testing services for Jackson County's Human Resources, Public Works, Sheriff's and Parks and Recreation Departments. As we have demonstrated for the past five years, we have the capacity to handle this contract and provide quality service. We are a full-service national third-party provider/administrator and drug/alcohol testing facility. Our goal is to provide timely and confidential drug, alcohol, and wellness testing to our clients.

For the last five years we have been providing drug and alcohol testing for all the Jackson County agencies listed in this proposal. We have had the opportunity to demonstrate our capability and competency by providing drug and alcohol testing services to the Jackson County offices. Each month we submit the Randoms to Jackson County as specified by each Department. We have the five convenient locations in the area. We have demonstrated that results are returned within 48 hours.

We feel that our expertise, execution and convenient locations make us the best fit to continue to handle the Jackson County drug and alcohol testing program. We appreciate your consideration

This letter serves as our acceptance of the Contracting Requirements set forth in RFP No. 03-19. We are excited to demonstrate to Jackson County our commitment to quality and customer satisfaction.

Best Regards,



Marilyn Rebori

President, Test Smartly Labs

**JACKSON COUNTY, MISSOURI
COMPLIANCE REVIEW FORM**

Report Date: 2-5-19 (All reports expire annually on December 31st)

DIRECTIONS FOR COMPLETION:

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3467.

Mail/Fax or Email reports to:
Tom Wyrsh
Contract Compliance Review Director
415 East 12th Street - 2nd Floor
Kansas City, Missouri 64106
EMAIL: cro@jacksongov.org
FAX: (816) 881-1223

1. COMPANY DESCRIPTION:

Name of Company Test Smartly Labs
Street Address 10630 Metcalf Ave, Suite B
City Overland Park State KS Zip 66212
Email Address: marilyn.r@testsmartlylabs.com
Website Address: www.testsmartlylabs.com
Area Code 816 Telephone Number 800-9699
Representative Name Marilyn Rebur:

2. COMPANY STATISTICS:

- A. Total number of Employees 22
B. Total Number of Employees who are:
1. Women 16 4. Asian 1
2. Hispanic 5 5. American Indian _____
3. Black 4 6. Other 2

YES NO N/A

3. Has your company advertised for applicants since your report? X
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement

4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? X
If so, please attach a detailed report of such efforts

5. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures?
If so, please attach a narrative of such efforts. X

YES NO N/A

6. Has any effort been made since your last report in disseminating your policy to all your employees or in encouraging them to refer Minority or Female applicants?

— X —

If so, please attach a narrative of such efforts.

7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs?

— X —

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE or Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

NAME OF COMPANY Compliance Systems LLC

STREET ADDRESS 510 Plaza Drive, Suite 200

REPRESENTATIVE NAME Leslie Prince

TELEPHONE NUMBER 800-244-9319

EMAIL ADDRESS leslie@compliance systems llc.com

WEBSITE ADDRESS www.compliance systems llc.com

PRODUCTS, SERVICE, AREA OF SCOPE OF WORK: DOT Training / Consortium

DURATION OF CONTRACT 7 years

AMOUNT OF CONTRACT \$ 5,000 yearly

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDITIONAL MBE/WBE FIRMS WITH WHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

	YES	NO
1. Available employment	✓	—
2. Visual check	✓	—
3. Other (specify) _____	—	—

This Compliance Review Form was prepared and submitted by:


 Signature
Marilyn Reber, President
 Name and Title
2/4/2019
 Date

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any mis-statement of fact may subject this company to non-compliance procedures.

STATEMENT OF NO BID

TO: Jackson County Purchasing Department
Jackson County Courthouse
415 East 12th Street, Room G1
Kansas City, MO 64106

We, the undersigned, have declined to submit a proposal in response to the above Request for Proposal for the following reasons(s):

Scope of Services too "tight", i.e., geared toward one brand or supplier.

Insufficient time to respond to the proposal.

We do not offer this product or service.

Our schedule would not permit us to perform.

We are unable to meet Scope of Service requirements.

We are unable to meet bond requirements.

Scope of Services is not clear (explain).

We are unable to meet insurance requirements.

Remove us from your list for this commodity or service.

Other (explain).

REMARKS

N/A

Company Name: _____

Signature: _____

Telephone: _____

Date: _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers 18 and that this Proposal is submitted in accordance with information, instructions, and stipulations set forth therein.



Signature of Respondent

2/4/2019

Date

Test Smartly Labs

Company Name

10630 Metcalf Ave, Site B

Address

Overland Park, KS 66212

City, State, and Zip

816-800-9699

Phone

EXHIBIT F

**RESPONDENT'S EXCEPTIONS
TO
SCOPE OF SERVICES
OF
JACKSON COUNTY, MISSOURI REQUEST FOR PROPOSAL NO. xx-18**

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Request for Proposal. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the Scope of Services for Request for Proposal No. xx-18 are requested by the undersigned Respondent:
(Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED

Name of Firm: Test Smart by Labs

Signature of Respondent: [Handwritten Signature]

AFFIDAVIT

STATE OF Kansas)
COUNTY OF Johnson) SS.

Nicholas J. Foley of the City of Missouri
County of Johnson State of Kansas being duly sworn on her or his oath, deposes and says;

1. That I am the Director of Business Development (Title of Affiant) of Test Smartly Labs (Name of Respondent) and have been authorized by said Respondent to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Respondent is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of respondent).
3. If Respondent were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Respondent is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Respondent did not have on December 31, 2017 any property subject to taxation by the County and if respondent is duly listed and assessed on the tax rolls of Jackson County, Missouri, respondent agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Respondent has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Respondent certifies and warrants that Respondent or Respondent's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
7. Respondent certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Respondent certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Test Smartly Labs (Name of Respondent)

By: Nicholas J. Foley (Signature of Affiant)

Director of Business Development (Title of Affiant)

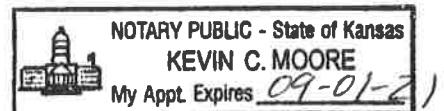
Subscribed and sworn to before me this 2nd day of Feb., 2019

Kevin C. Moore

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

State of Kansas

My Commission Expires: 09-01-21



1.0 Introduction

Test Smartly Labs understands that Jackson County is proposing a 12-month term of supply contracts with the possibility of four, twelve-month options to extend. The contract is for furnishing Employee Drug & Alcohol Testing for usage by Human Resources, Public Works, Sheriff's and Parks and Recreation Departments. In addition, Test Smartly Labs understands that Jackson County reserves the right to split the award for Employee Drug & Alcohol testing.

2.0 Scope of Work

Test Smartly Labs understands that the Department of Public Works and Parks and Recreation will utilize testing for the purpose of complying with 49 CFR Parts 382, et.al. Test Smartly Labs also understand that the Human Resources, and Sheriff's Departments do not utilize commercial drivers' licenses and are not required to comply with 49 CFR Parts, 382 et. al.

Test Smartly understands that the number of drug & alcohol tests are estimates for each department and may vary. Test Smartly Labs is more than capable of handling whatever number of tests are required by the various Jackson County departments.

Yearly estimates by department (Based on Past Year Performance)

Human Resources Department	175 Urine Tests and 50 Breath Alcohol Tests
Parks and Recreation Department	300 Urine Tests and 75 Breath Alcohol Tests
Public Works Department	100 Urine Tests and 25 Breath Alcohol Tests
Sheriff's Department	100 Urine Tests and 25 Breath Alcohol Tests

2.1 General Requirements

Test Smartly Labs will provide lab based 5-Panel, 11-Panel or 12- Panel drug screens. This will include lab confirmations on all non-negative screens and results reporting. All samples will be subject to adulteration screens, which verify acceptable levels of Creatinine (.20 mg/dl), Nitrates (Negative) and PH (4.5-9). The specimens will also be checked for acceptable temperature, color, and smell.

2.1.2 DOT Testing will include the standard split sample 5-Panel lab-based drug test. A Medical Review Officer (MRO) will review all test results. We follow DOT collection protocol on all our Collections.

2.1.3 Test Smartly Labs will identify if any backup laboratory or subcontractor used. The diagnostic Labs that Test Smartly Labs will utilize are Clinical Reference Laboratories or Quest Diagnostics.

2.1.4 Test Smartly Labs will manage random selection for primary and alternate participants in the required programs of Human Resources, Sheriff's Department, Parks and Recreation and Public Works.

2.2 Specific Requirements

2.2.1 All employee/applicants who appear for drug and or alcohol testing will be required to show an acceptable form of picture ID as per our standard procedures.

2.2.2 Test Smartly Labs will directly fax each chain of custody to the MRO as part of our standard process.

2.2.3 Test Smartly Labs complies with all Federal Regulations including (a) Split Specimens (b) MRO on all DOT drug testing or as required (c) 5-Panel lab-based drug screen with confirmation (d) All urine specimens collected are within temperature limits

2.2.4 Test Smartly Labs understands the 5 panel drug testing requirements for Initial Screening and Confirmation Cutoff Levels. In addition, we understand the confirmatory method for drug and alcohol testing and attest that they will be followed exactly.

2.3 Collection Availability

2.3.1 Test Smartly Labs has five locally owned collection and testing sites in the Greater Kansas City Area. All Jackson County departments are well within a 30- minute drive of one our collection/testing sites. Our well-placed facilities are a perfect fit to meet all of Jackson County's collection needs.

(Addendum B)

2.3.1.1 Parks and Recreation Department, 22807 Woods Chapel Road, Blue Springs, MO

. Test Smartly Labs, 2741 NE McBaine Drive, Suite A Lee's Summit, MO is 5.0 miles (10 minutes, source Google Maps attached)

2.3.1.2 Public Works Department, 34900 E Old US 40 Highway, Oak Grove, MO

. Test Smartly Labs, 2741 NE McBaine Drive, Suite A Lee's Summit MO is 17 miles (21 minutes, source Google Maps, attached) Easy Highway Driving.

2.3.1.3 Human Resources Department, 415 E 12th Street, Kansas City MO

. Test Smartly Labs, 3917 Broadway, Suite A, Kanas City MO is 3.7 miles (9 minutes, source Google Maps, attached).

2.3.1.4 Human Resources Department, 112 West Lexington Avenue, Independence MO

. Test Smartly Labs, 3675 S Noland Road, Suite 200, Independence MO is 3.0 miles (9 minutes, source Google Maps, attached)

2.3.1.5 Sheriff's Department, 3310 NE Rennau Drive, Lee's Summit, MO

. Test Smartly Labs, 2741 NE McBaine Drive, Suite A, Lee's Summit, MO is only 2.9 miles (7 minutes, source Google Maps, attached)

2.4 Collection Availability

2.4.1.1 We can accommodate Monday-Friday drug and alcohol testing from 9:00am-5:00pm at all Test Smartly Lab facilities. Testing before 9:00am will need to be pre-arranged.

2.4.1.2 Test Smartly Labs in Overland Park, KS will be available on Saturday's from 9:00am-1:00pm

2.4.1.3 Test Smartly Labs will be available on holidays from 10am-12pm or as needed by contacting the after-hours number 913-221-0271 (Addendum C)

2.4.1.4 Test Smartly Labs has an after-hours/post-accident phone number that notifies the designated "on-call" collector of the need for drug testing. In addition, a VM notification system is setup to send an SMS text message to management to follow up on the call. Our collectors keep supplies on-hand for after-hours drug and alcohol collections. All collectors are Breath Alcohol Technicians and trained DOT collectors

2.5 Respondent and Subcontractors Qualifications

2.5.1 See (addendum D) for Collector Training Certificates and SAMHSA Certifications from our diagnostic lab partners.

2.5.2 Yes, we will be available for any administrative or legal proceeding.

2.5.3 Yes, negative results will be communicated within 2 working days.

2.5.4 Yes, normally positive results will be communicated within 4 working days. However, if the MRO is unable to obtain timely information from the donor could delay the result.

2.5.5 Alcohol results will be communicated within 24 hours.

2.5.6 We will meet the requirements set out for testing.

2.5.7 We certify that we comply with HIPAA regulations and maintain privacy and confidentiality of all records.

2.6-2.6.1-2.6.2 Testing and Reporting

The Test Smartly Labs philosophy for excellence is reflected in the work we perform. Test Smartly Labs is providing solutions to Recovering Professional Programs, public agencies, employers, and consumers who need assistance with their drug and alcohol testing related requirements. It is Test Smartly Labs desire to assist Jackson County in fully implementing the comprehensive requirements established within RFP No. 03-19 concerning Drug and Alcohol Collections and Testing Services. Our extensive professional and technical staff all have training and comprehension of the requirements established in RFP No. 03-19.

To properly support Jackson County, certain fundamental components are necessary. First and foremost, we believe successful projects begin with open lines of communication. Jackson County needs a service provider that not only understands the regulatory requirements, but also can effectively communicate with all of Jackson County's personnel. Test Smartly Labs possesses industry knowledge to make this program a success. However, if effective lines of

communication are not open between both organizations, the overall program effectiveness of the program may lack the required excellence of execution. Jackson County is a valued client and it rests solely on us to meet and exceed the expectations established in the RFP No. 03-19. Test Smartly Labs utilizes state-of-art software and secure communications systems to manage our projects. These include industry specific operations, case management, and accounting platforms capable of segmenting projects based on location and department. Our staff is all trained and proficient in the use of Microsoft Office products and we utilize email, phones, web portal access and proprietary notification system to help manage communications amongst our clients.

Jackson County is requesting a drug and alcohol-testing partner with the experience and capabilities to provide a comprehensive drug and alcohol testing program that includes:

1. Random notification of program participants due to be tested. Test Smartly Labs will use a statically significant mathematical random selection program.
2. A county-wide network of local specimen collection sites sufficient to limit program participant's travel time to and from a collection site: One of the major strengths of Test Smartly Labs in Greater Kansas City is our network of specimen collection sites throughout the market. This is a critical entry point for ensuring a robust functioning system.
3. A strict chain-of-custody protocol for all specimens following collection: Because Test Smartly Labs core business is specimen collection, Test Smartly Labs follows strict adherence to Chain of Custody protocols that will prevail in any court of law, if challenged.
4. Urinalysis screening services meeting the highest standards established by the Federal Government: Test Smartly Labs has full comprehension of all screening and confirmation thresholds for SAMHSA, DOT, etc;

2.7-2.7.5 Billing

Test Smartly Labs understands and will abide by all the billing requirements detailed in sections 2.71- 2.7.5 of RFP No. 03-19

2.8 Contingency Fee

2.8.1-2.8.3 Test Smartly Labs understands the importance of these requirements and certifies that we have NO conflict

2.9 Site Inspection

2.9.1-2.9.3 Jackson County may inspect any of our locations at will. We are proud of our Labs and processes. We will be happy to accommodate anyone at our collection facilities.

2.10-2.10.4 Maintenance of Records

Test Smartly Labs utilizes state-of-the-art software and secure communications systems to manage our projects. These include industry specific operations, case management, and accounting platforms capable of segmenting projects based on location and department. We keep records in accordance to the requirements of the Department of Transportation and other agencies.

Executive Summary

Test Smartly Labs appreciates the opportunity to rebid on this proposal to provide in office and mobile drug and alcohol collection services to Jackson County. We have demonstrated over the past five years our ability to provide quality service for Jackson County. Test Smartly Labs is a uniquely qualified company, offering a comprehensive program of drug testing and monitoring services built around a passion for reducing drug abuse as well as empowering individuals and companies to manage their health and wellness through affordable lab screening. Test Smartly Labs has been in the drug and alcohol testing business for over eight years

We are a mature, full-service national third-party provider / administrator and drug testing facility, providing Timely, and Confidential drug, alcohol, DNA, steroid, background screens and wellness testing. Our company is nationally recognized and accredited by the Drug and Alcohol Testing Industry Association (DATIA) as well as the Substance Abuse Program Administrates Association (SAPAA) and has developed a comprehensive program incorporating a diverse spectrum of techniques for mandated and non-mandated testing.

Test Smartly Labs has over a hundred private business in the Greater Kansas City Metro. We service the bulk of the Children's Divisions in Johnson, Jackson and Cass County Missouri. We are the service provider for Drug and Alcohol testing for the State of Missouri Contract Test Smartly Labs is a proud partner with eScreen and Quest Diagnostics to provide collections for thousands of additional clients nationwide.

EXPERTISE OF KEY PERSONNEL

Tim Rebori, CEO/Owner

Test Smartly Labs
10630 Suite B Metcalf Ave
Overland Park, KS 66212
Telephone: (816) 800-9699

Description of services: Founded Test Smartly Labs, and quickly expanded it to five locations placed strategically throughout the Greater Kansas City area. Tim is certified in DOT drug and alcohol testing and a certified Breath Alcohol Technician. Tim also focuses on market research to ensure Test Smartly Labs continues to utilize the most current and relevant testing methodologies to deliver timely and confidential results

Marilyn Rebori, President/Owner

Test Smartly Labs
10630 Suite B Metcalf Ave
Overland Park, KS 66212
Telephone: (816) 800-9699

Description of services: Marilyn is the President and Director of Operations for Test Smartly Labs. Marilyn has 26 years of experience in logistics and supply chain management utilizing various techniques to drive efficiency. Marilyn is a proven leader demonstrating qualities of being energetic, strategic, self-motivated, ethical, collaborative, and eager to accept additional responsibilities with perseverance and tenacity. She has acquired extensive management, supervisory and training experience through her upward mobility at companies such as Kraft Foods and Associated Wholesale Grocers. She has been instrumental in project development, planning, and implementation of computerized systems. In her current role, she utilizes her experience with productivity performance and quality tracking programs to ensure company-wide compliance to DOT standards while maintaining excellent customer service. Certified in DOT drug and alcohol testing, she ensures all staff receive extensive new-hire training and continuing education.

Staffing Methodology

Describe the person's planned duties/role proposed herein:	Direct authority over entire contract.
Specify the approximate number of hours per month this person is proposed for services	20 hrs.

Nick Foley, Director of Business Development

Test Smartly Labs
10630 Suite B Metcalf Ave
Overland Park, KS 66212
Telephone: (816) 800-9699

Description of services: Nick specializes in drug testing program development and administration. Direct management of client services, and sales departments. He is a program consultant and business solutions coordinator. Currently is the point of contact for the State of Missouri Contract. He has 5 years previous experience working as a Substance Abuse Counselor.

Describe the person’s planned duties/role proposed herein:	Point of Contact for Solutions
Specify the approximate number of hours per month this person is proposed for services	30 hrs.

Michelle Mayes, Client Relations Manager

Test Smartly Labs
3675 S Noland Rd
Independence, MO 64055
Telephone: (816) 800-9699

Description of services: The Records Custodian and Client Relations Manager for Test Smartly Labs. Michelle has over 12 years of experience with an international drug testing lab. She previously was Quest Diagnostics for 8 years as a customer service specialist. She specializes in client relations, employee training and development, client education, and results management. She is the primary administrator of our electronic results database and manages results delivery for all five Test Smartly Lab locations. Michelle is available to answer client inquiries, provide statistical reporting, and respond to any results subpoena’s for donor records.

Staffing Methodology

Describe the person’s planned duties/role proposed herein:	Will be over all records with subsequent staff underneath her.
Specify the approximate number of hours per month this person is proposed for services	80 hrs.

Elizabeth LeFon, Account Manger
Test Smartly Labs
3675 S Noland Rd
Independence, MO 64055
Telephone: (816) 800-9699

Description of services: Elizabeth is the Account Manager for Test Smartly Labs. She has over fourteen years of experience working in the Drug and Alcohol industry. She has an extensive background working with the nation's largest MRO, TPA and toxicology laboratories. She was a Customer Service Manager for Alere Toxicology. She specializes in account management, client relationships, sales support and compliance. She is customer-focused with excellent analytical, problem-solving and follow up. Elizabeth is the primary contact for all five Test Smartly Lab locations. Elizabeth is available to answer client, donor and account inquiries.

Staffing Methodology

Describe the person's planned duties/role proposed herein:	Will be over Randoms and Agency support. Will be the project manager for this project.
Specify the approximate number of hours per month this person is proposed for services	40 hrs.

References

Jeannette Koster, LCSW, MSW
Director, Foster Care and Adoption Program
Crittenton Children's Center
10918 Elm Avenue
Kansas City, Missouri 64111
(816) 595-2002

Gary Hoelscher, BSBA, MEP, PCP
Safety Coordinator
Missouri Department of Corrections
Division of Human Services
2729 Plaza Drive
Jefferson City, Missouri 65101
(573) 751-8723

Shannon Austin
Administrative Manager, Foster Care
Cornerstones of Care
300 E 36th St
Kansas City, Missouri 64111
(816) 508-6221

Addendum B

Test Smartly Labs Area Collection Sites

Test Smartly Labs (Downtown Kansas City, Missouri)

3917 Broadway Blvd. Suite A, Kansas City, Missouri 64111

Phone: (816) 800-9699

Fax: (816) 448-3848

Lab Hours: Monday-Friday, 9:00am-5:00pm; Mobile/On-site 24/7

Test Smartly Labs (Kansas City North)

4321 NE Vivian Road, Suite 100, Kansas City, Missouri 64119

Phone: (816) 800-9699

Fax: (816) 413-8218

Lab Hours: Monday-Friday, 9:00am-5:00pm; Mobile/On-site 24/7

Test Smartly Labs (Lee's Summit)

2741 NE McBaine Drive Suite A, Lee's Summit, Missouri 64064

Phone: (816) 800-9699

Fax: (816) 246-8993

Lab Hours: Monday-Friday, 9:00am-5:00pm; Mobile/On-site 24/7

Test Smartly Labs (Overland Park)

10630 Metcalf Ave, Suite A, Overland Park, Kansas 66212

Phone: (816) 800-9699

Fax: (913) 652-6868

Lab Hours: Monday-Friday, 9:00am-5:00pm; Saturday 9:00-1:00pm Mobile/On-site 24/7

Test Smartly Labs (Independence)

3675 S Noland Road Suite 200, Independence, Missouri 64055

Phone: (816) 800-9699

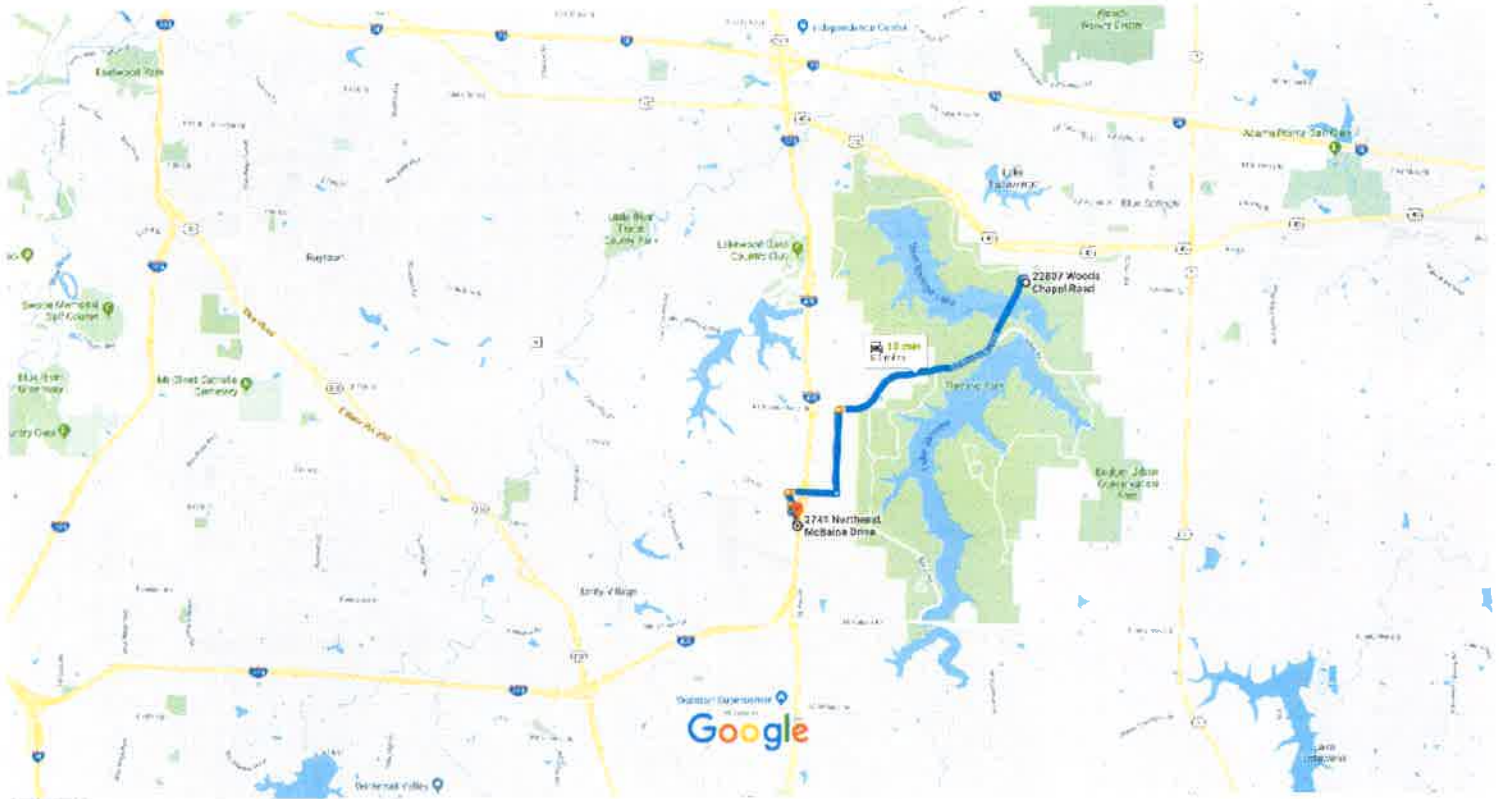
Fax: (816)656-5935

Lab Hours: Monday-Friday, 9:00am-5:00pm; Mobile/On-site 24/7



22807 Woods Chapel Rd to 2741 NE McBaine Dr, Lee's Summit, MO 64064

Drive 5.0 miles, 10 min



Map data ©2019 Google 1 mi

22807 Woods Chapel Rd

Blue Springs, MO 64015

- ↑ 1. Head west toward SW Woods Chapel Rd
226 ft
- ↶ 2. Turn left at the 1st cross street onto SW Woods Chapel Rd
2.9 mi
- ↶ 3. Turn left onto NE Todd George Pkwy
1.0 mi
- ↷ 4. Turn right onto 83rd St/NE Strother Rd
0.6 mi
- ↶ 5. Turn left onto NE Independence Ave
0.3 mi
- ↶ 6. Turn left onto NE McBaine Dr
0.2 mi

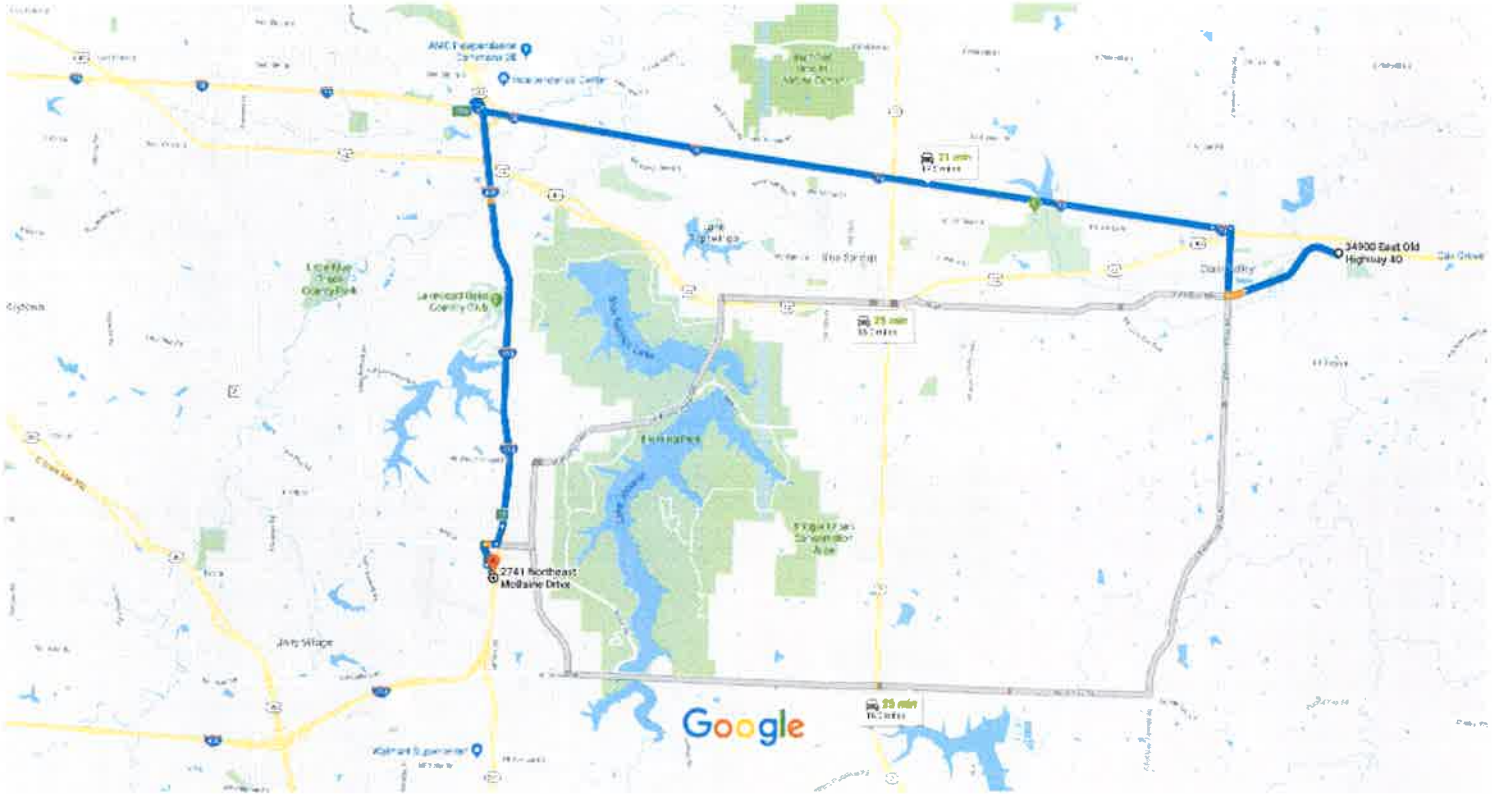
i Destination will be on the left

2741 NE McBaine Dr


Lee's Summit, MO 64064





34900 East Old Highway 40, Oak Grove, MO to 2741 NE McBaine Drive Lee's Summit MO Drive 17.5 miles, 21 min



Map data ©2019 Google 1 mi

- 
via I-70 W and I-470 S
21 min
 Fastest route, the usual traffic 17.5 miles

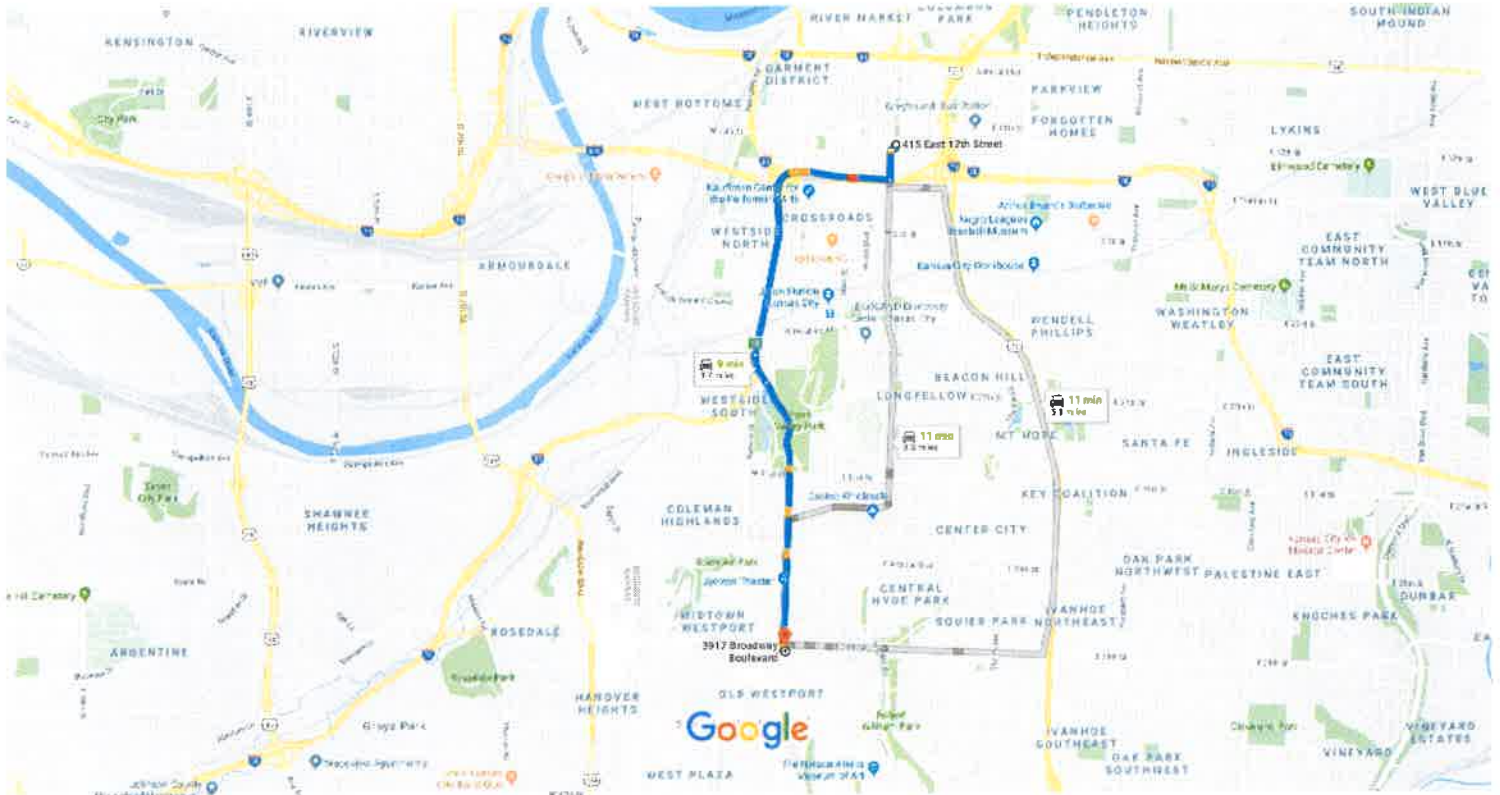
- 
via S Buckner Tarsney Rd and NE Colbern Rd/County Hwy 8-S
25 min
16.0 miles


- 
via SW Woods Chapel Rd
25 min
13.0 miles




415 E 12th St, Kansas City, MO 64106 to 3917 Broadway Blvd, Kansas City, MO 64111


Drive 3.7 miles, 9 min



- 
via I-35 S and Broadway Blvd
9 min
Fastest route, lighter traffic than usual
3.7 miles

- 
via Gillham Rd
11 min

3.5 miles

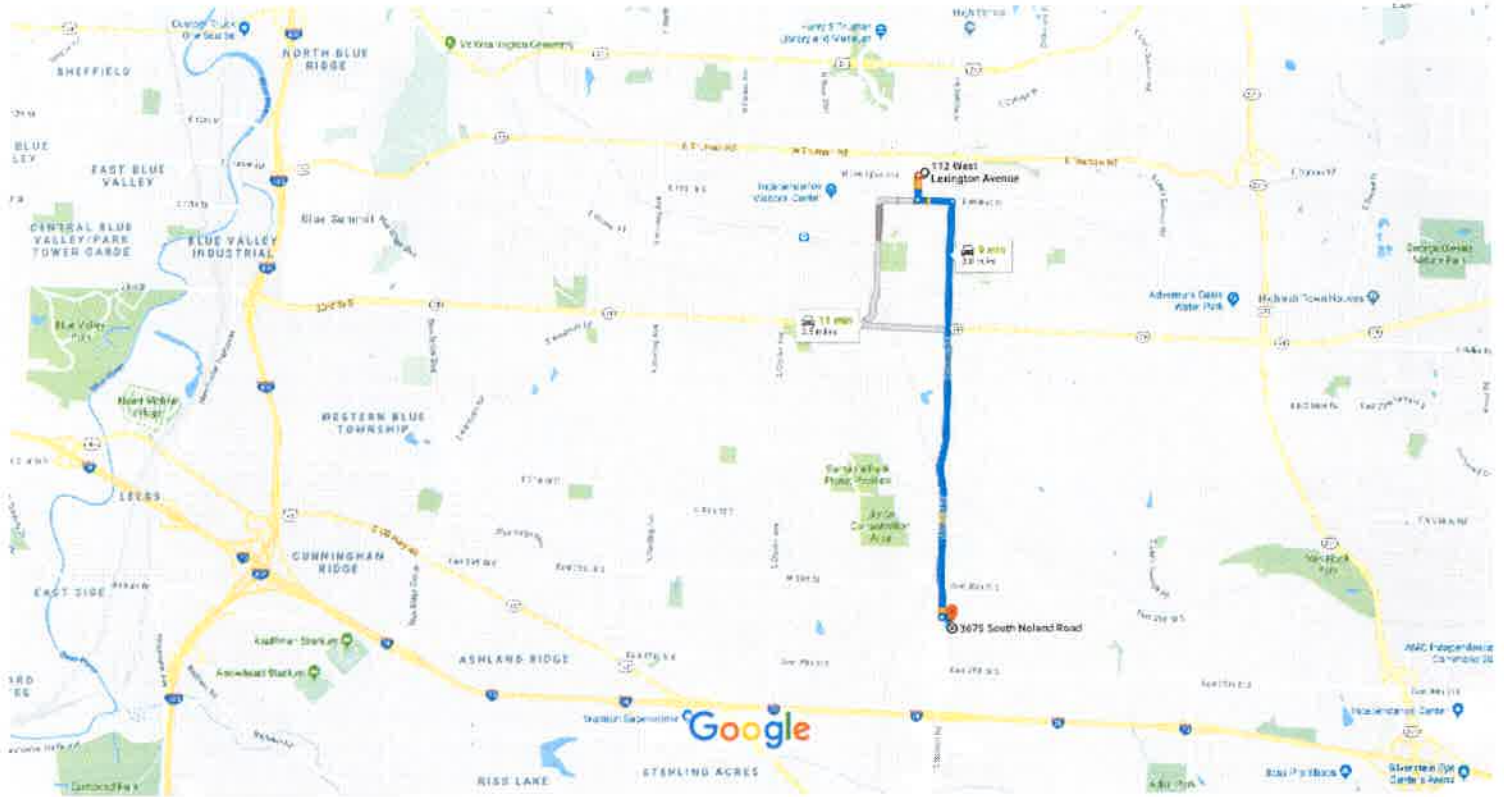
- 
via US-71 S and E 39th St
11 min


5.1 miles




112 W Lexington Ave to 3675 S Noland Rd, Independence, MO 64055

Drive 3.0 miles, 9 min



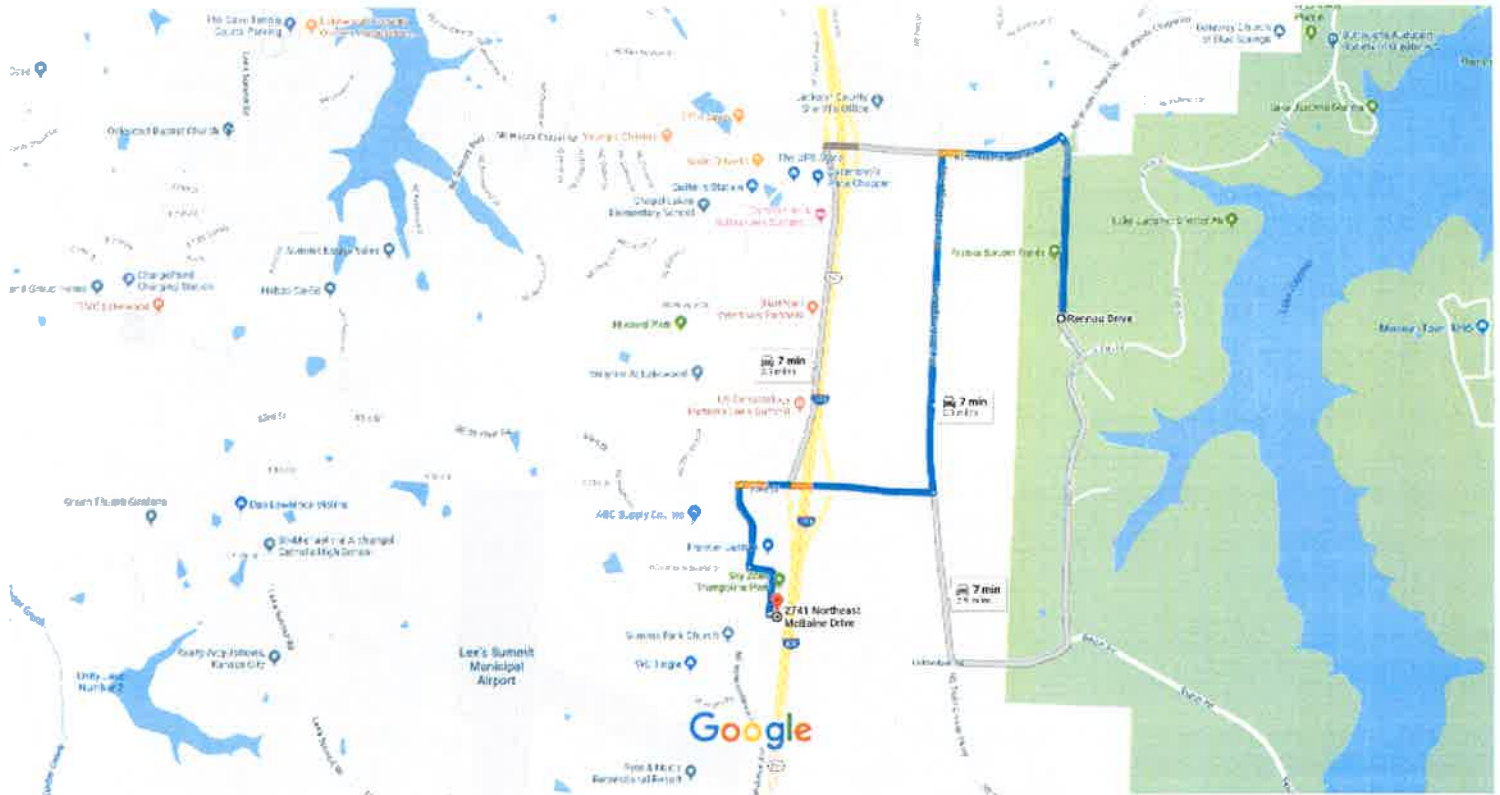
 via S Noland Rd **9 min**
Fastest route, lighter traffic than usual 3.0 miles


 via S Pleasant St and S Noland Rd **11 min**
3.5 miles




Rennau Dr, Lee's Summit, MO 64064 to 2741 NE McBaine Dr, Lee's Summit, MO 64064

Drive 2.9 miles, 7 min




- 

 via NE Todd George Pkwy
 Best route
 7 min
 2.9 miles

- 

 via Beach Rd
 7 min
 2.9 miles

- 

 via NE Woods Chapel Rd
 7 min
 2.9 miles

Addendum C

Policy on Weekends, Holidays and After-Hours Collections

Weekend Policy

Our Overland Park facility is open on Saturday's from 9am-1pm. We also offer mobile drug and alcohol collections 24/7 with an on-call DOT collector/BAT (Breath Alcohol Technician). Our goal is to respond anywhere in the Greater Kansas City area within 60 minutes, however, we will guarantee response within 2 hours. There will be an additional charge for weekend collections starting at 7pm on Friday through 7am on Monday. (See Pricing)

After-Hours Policy

Our normal hours at all locations are 9am-5pm, Monday through Friday. After-hours is considered anything outside of those scheduled hours from Monday morning through the close of business on Friday. There is a charge for after-hours collections (See Pricing)

Holiday Policy

One collector will be on call during the holidays. We guarantee response time within 4 hours on a holiday. At least one DOT Collector/BAT (Breath Alcohol Technician) will be on-call. There is a charge for Holiday collections. (See Pricing)

Addendum D

Test Smartly Labs Toxicology Diagnostic Lab Partners

SAMHSA Certifications & Accreditations

Quest Diagnostics

10101 Renner Blvd

Lenexa, Kansas 66219

(800) 873-8845

SAMHSA Certified

Department of Health and Human Services (HHS) Certified

CLIA Certified

Clinical Reference Laboratories

8433 Quivira Road

Lenexa, Kansas 66215

(800) 445-6917

SAMHSA Certified

Department of Health and Human Services (HHS) Certified

CLIA Certified

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

Clinical Reference Lab


Lenexa, KS
NLCPLaboratory Number: 0007

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective December 21, 1989.



Pamela S. Hyde, JD
Administrator
Substance Abuse and Mental Health Services Administration



Frances M. Harding
Director
Center for Substance Abuse Prevention

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

LabOne, Inc. d/b/a Quest Diagnostics

Lenexa, KS

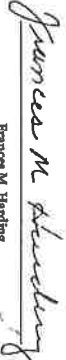
NLCP Laboratory Number: 0325

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective June 16, 1994


Pamela S. Hyde, J.D.
Administrator
Substance Abuse and Mental Health Services Administration




Frances M. Harding
Director
Center for Substance Abuse Treatment

HIPAA Compliance

Individuals, organizations, and agencies that meet the definition of a covered entity under HIPAA must comply with the Rules' requirements to protect the privacy and security of health information and must provide individuals with certain rights with respect to their health information. If a covered entity engages a business associate to help it carry out its health care activities and functions, the covered entity must have a written business associate contract or other arrangement with the business associate that establishes specifically what the business associate has been engaged to do and requires the business associate to comply with the Rules' requirements to protect the privacy and security of protected health information. In addition to these contractual obligations, business associates are directly liable for compliance with certain provisions of the HIPAA Rules

Test Smartly Labs complies with the necessary requirement if it releases a limited data set or the minimum information necessary to accomplish the purpose. HIPAA is a very important focus with Test Smartly Labs, and we take it very seriously.

Addendum A

MBE/WBE and other Minority Owned Business Contracted with

Compliance Systems LLC (Women Owned Business)

Leslie Prince

510 Plaza Drive, Suite 200

Atlanta, Georgia 30349

Phone: 800-244-9319

Digital Design (Women Owned Business)

Amy Driver

206 SE 2nd Street

Lee's Summit, Missouri 64063

Phone: 816-774-1556

MP Home Repair and Painting (Minority Owned Business)

Marco Perez- Owner

Home Office/ On-site Contractor

Kansas City, Kansas

Phone: 816-606-5775

Bernal Brothers (Minority Owned Business)

Rick Bernal/ Alex Bernal – Owners

2104 NE 64th Street

Gladstone, Missouri

816-830-4106

Test Smartly Labs Pricing for RFP No. 03-19

Description	Units	Cost per Unit
Urine Drug Screen 5-Panel (DOT)	1	\$34.75
Urine Drug Screen 5-Panel (Non-DOT)	1	\$27.75
Urine Drug Screen 11 Panel (Non-DOT)	1	\$29.75
Urine Drug Screen 12 Panel (Non-DOT)	1	\$30.75
Hair Drug Screen 5-Panel	1	\$69.00
Oral Fluid Drug Screen 5-Panel	1	\$39.50
Blood Drug Screen 5-Panel	1	\$189.00
Saliva Drug Screen 5-Panel	1	\$34.75
Breath Alcohol Screen plus Confirmation (DOT)	1	\$18.00
Breath Alcohol Screen plus Confirmation (Non-DOT)	1	\$18.00
MRO Services on Non-DOT	1	\$3.75
Quarterly Administration Costs per Department	1	\$89.00
After-Hours Collection	1	\$75.00
On-site Collection Fee (Waived if more than 10 tests)	1	\$40.00
Holiday Mobile Collections	1	\$200.00
Weekend Mobile/on- site Collections	1	\$125.00
Observed Collection	1	\$10.00

Test Smartly Labs Pricing for RFP No. 03-19

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Urine Drug Screen 5-Panel (Non-DOT)	1	\$27.75
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Oral Fluid Drug Screen 5-Panel	1	\$39.50
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Observed Collection	1	\$10.00

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Counselor to execute Legal Services Agreements with Seyferth, Blumenthal & Harris LLC of Kansas City, MO, at an aggregate cost to the County in 2019 not to exceed \$127,000.00.

RESOLUTION NO. 20138, April 8, 2019

INTRODUCED BY Theresa Galvin, County Legislator

WHEREAS, the Interim County Counselor recommends Legal Services Agreements with Seyferth, Blumenthal & Harris LLC of Kansas City, MO, to provide legal representation to the County and county employees in two pending employment related lawsuits; and,

WHEREAS, the Office of the County Counselor recommends the retention of private defense counsel in these matters; and,

WHEREAS, this representation is authorized by chapter 16 of the County Code; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Interim County Counselor be and hereby is authorized to execute Legal Services Agreements with Seyferth, Blumenthal & Harris LLC of Kansas City, MO, for a term ending December 31, 2019, at a cost to the County in 2019 not exceed \$ 127,000.00.

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

APPROVED AS TO FORM:


Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20138 of April 8, 2019, was duly passed on _____, 2019 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: 001 1101 56020
ACCOUNT TITLE: General Fund
County Counselors
Legal Services
NOT TO EXCEED: \$127,000.00

4/14/19
Date


Chief Administrative Officer



FRANK WHITE, JR.
Jackson County Executive

EXECUTIVE ORDER NO. 19-13

**TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE**

**FROM: FRANK WHITE, JR.
JACKSON COUNTY EXECUTIVE**

DATE: APRIL 4, 2019

**RE: REAPPOINTMENTS AND APPOINTMENT TO THE COMMUNITY
CHILDREN'S SERVICES FUND BOARD OF DIRECTORS**

RECEIVED

APR 04 2019

12:05 PM

MARY JO SPINO
COUNTY CLERK

Pursuant to chapter 82 of the Jackson County Code, I hereby make the following reappointments and appointment to the Jackson County Community Children's Services Fund Board of Directors:

The Honorable Ann Mesle is reappointed as a District 1 member for a new term to expire March 31, 2022.

Rhonda Holman is reappointed as a District 2 member for a new term to expire March 31, 2022.

Dr. Robert Bartman, Ed.D. is reappointed as a District 4 member for a new term to expire March 31, 2021.

Brian Kaberline is reappointed as a District 5 member for a new term to expire March 31, 2021.

Rachelle Styles is reappointed as a District 6 member for a new term to expire March 31, 2021.

Members of the Legislature
Clerk of the Legislature
April 4, 2019
Page 2

Anthony J. Mondaine is appointed to fill the vacancy occasioned by the resignation of Dr. Dred D. Scott, Ed.D. as a District 3 member for a new term to expire March 31, 2020. A copy of Mr. Mondaine's resume is attached.



Frank White, Jr., County Executive

Date: 4/4/19

ANTHONY J. MONDAINE

1223. N. Main St. • Independence, MO 64050
(816)-372-1819 • mondaineanthony@yahoo.com



Anthony J. Mondaine is the proud Husband of Lee-Ann, father of daughter Aabrielle, and Pastor of Restoration Life Church. He began his journey in ministry at the age of 14. Anthony has since travel throughout the United States, and even internationally, twice to South Africa sharing the gospel.

Anthony is passionate about youth, their peer life and influences. In an effort to inspire and encourage others, Anthony uses his gift as a natural born speaker to motivate and encourage others of all backgrounds, and ages.

Anthony graduated as Student Government President for the 2009 graduating class of Van Horn High School. Anthony feels strongly that God has afforded him the opportunity to passionately use his gifts of speech, song, and acting to bring others closer together for the greater good.

For three years, Anthony worked for Local Investment Commission (LINC) a before and after school program.

Anthony went on to work in Mental Health and Substance Abuse for four years at New Directions Behavioral Health Services.

Anthony currently works at the Kansas City Credit Union as a Loan Underwriter, where he is responsible for making crucial decisions on approving or denying loans to consumers in need.

Anthony has been in Banking for nearly six years now and looks forward to continued promotion and growth in his life, career and ministry.



FRANK WHITE, JR.
Jackson County Executive

EXECUTIVE ORDER NO. 19-14

**TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE**

**FROM: FRANK WHITE, JR.
JACKSON COUNTY EXECUTIVE**

DATE: APRIL 4, 2019

RE: JACKSON COUNTY MUNICIPAL COURT JUDGE APPOINTMENT

RECEIVED

APR 04 2019

MARY JO SPINO
COUNTY CLERK

1:10 PM
JHK

Pursuant to article VII, section 7 of the 2010 Jackson County Charter and section 1803.2 of the Jackson County Code, I hereby appoint James A. Witteman, Jr. as Acting Jackson County Municipal Court Judge to fill the vacancy occasioned by the resignation of Garry Helm for a term to expire on December 31, 2019. A copy of Mr. Witteman's resume is attached.



Frank White, Jr., County Executive

Date: 4/4/19

James A. Witteman, Jr.

217 SE Noeleen Lane

Lee's Summit, MO 64063

Mobile: (816) 718-3994 Office: (816) 600-1083 Fax: (816) 272-5967

Email: jim@wittemanlaw.com

Web: www.wittemanlaw.com

Education:

Washburn University School of Law, 2000-2002

Juris Doctorate, 2002

University of Missouri – Kansas City School of Law, Visiting Student, 2001-2002

Licensed Member of the Missouri Bar, Bar #56822

University of Missouri-Kansas City, 1994-1998

Bachelor of Science Accounting, July 1998

Work Experience:

City of Greenwood, Missouri,

City Prosecutor, November 2011-present

JAMES A WITTEMAN, JR, LLC, Lee's Summit, MO, July 2010-present

Owner/Manager – Private legal services practice focusing in the areas of DUI/DWI, Criminal Defense, Family Law and Personal Injury

deVries & Associates, P.C., Kansas City, MO, October 2007-June 2010

Associate Attorney – Practice areas include criminal defense and municipal practice.

Jackson County Prosecutor's Office, Jackson County, MO, May 2005–September 2007

Assistant Prosecuting Attorney – Assigned to the Drug Unit

Self-employed Attorney

Criminal Misdemeanor & Traffic, Civil Litigation, & Bankruptcy

Higginsville True Value Hardware Store, October 2003-December 2004

General Manager – Managed All Affairs for Family Business Including Legal, Accounting, Sales

Great Plains Land Service, Kansas City, MO, September 2002-September 2003

Contractor – Network Real Estate at **Sprint**, Negotiation and Organization of Real Estate Agreements, Coordinating Negotiation between Multiple Parties

Shank & Hamilton, P.C., Kansas City, MO, July 2001-May 2002

Civil Defense Litigation Law Clerk, Various Research & Writing Projects, Maintained Client Files

Taylor, Perky & Parker, L.L.C., Overland Park, KS, February 1998-December 1999

Audit, Tax, Financial Accounting, Litigation Support, Director of Recruiting, New Employee Trainer, Marketing Committee Member, Recruiting and Retention Committee Member, Awarded for Excellence in Recruiting December 1999

Mercantile Bank, Kansas City, MO, June 1996-August 1997

Floating Teller, Vault Teller, Commercial Loans

Activities:

Missouri Municipal and Associate Circuit Courts Prosecutor's Association,

Board of Directors, 2013

Member, 2012-2013

Jackson County Ethics, Human Relations and Citizen Complaints Commission

Nominating Committee, 2010 - present

Missouri Association of Criminal Defense Lawyers,

Board of Directors, 2010-2011

Member, 2008-present

National Association of Criminal Defense Lawyers,

Member, 2008-2009

Missouri Society for Criminal Justice,
Member, 2007-present

Eastern Jackson County Bar Association,
Member, 2007-present

Kansas City Metropolitan Bar Association,
Board of Directors and Criminal Law Section President, 2011
Municipal Court Committee Chair, 2009-2010
Member, 2005-2011

UMKC Student Government Association, President, 1997-1998
Inter Campus Student Council, Member, 1997-1998
Associated Students of the University of Missouri, Ex-officio Member, 1997-1998
Delegate, Student Government Conference, 1997

UMKC Inter Fraternity Council, President, 1996-97
Delegate, Missouri Governor's Leadership Forum, 1997
Delegate, Mid-American Greek Council Association, 1997

Sigma Phi Epsilon, President, 1997-1998
IFC Judicial Delegate, 1997-1998
IFC Delegate, 1996
Pledge Class Vice President of Finance, 1995
Delegate, Carlson Leadership Academy, 1996

American Bar Association,
Professional Member, 2002
Student Member, 2001-2002

Institute of Management Accountants
Professional Member, 1998-2000
Student Member, 1995-1998

Alpha Phi Omega National Service Fraternity, Member, 1995-96
Delegate, APO Sectional Conferences 1995-96

Boy Scouts of America, Eagle Scout, 1990

Career Objectives:

I have been interested in a career in law and politics in Missouri since my early teenage years. I continually seek a challenging and rewarding career serving my community and strive to maintain the knowledge and skills necessary to effectively serve the public, future clients and constituents. Most importantly, I wish to use my legal and political career to make a positive impact in my community.

Interests:

Family, aviation, boating, camping, politics, sports, traveling, and patronizing the arts.

References:

References upon request.