



Jackson County Health Department

Feb. 16-23, 2022

COVID-19

Data

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

JACOHD

- Total Cases – 66,971
- Total Deaths – 720

Totals by Week:

- Cases – 540
- Deaths – 9

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

Current Outbreaks

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

Addington Place of Lee's Summit – 47
Cedarhurst of BS – 15
Cross Creek at LS - 7
Hidden Lake Care Center – 55
Ignite Medical Resort BS – 39
Ignite Medical Resort St. Mary's – 70
Jackson County Detention Center – 86

John Knox Village Assisted Living – 35
John Knox Village Care Center – 27
La Petite Academy of LS – 12
Oak Grove Nursing & Rehab – 63
Parkway Senior Living – 51
Willow Creek Memory at LS – 16
Wilshire at Lakewood Care Center – 65

JACOHD/ Jackson County Vaccine Data

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

JACOHD

- Total doses administered – 87,675

Jackson County

- 61.2% of Jackson County residents have initiated vaccination; 56.1% have completed vaccination
 - Jackson County's population: 269,503
- 164,987 first doses have been administered; 369,397 total doses have been administered

JACOHD/TMC Sponsored Testing

Thursday, Feb. 24, 2022 9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee's Summit
Friday, Feb. 25, 2022 9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee's Summit
Monday, Feb. 28, 2022 9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee's Summit

Symptomatic Testing:

Call 816-404-2273

JACOHD Vaccine Clinics

Thursday, Feb. 24, 2022 9 a.m. – 4 p.m. – 313 S Liberty St, Independence
Friday, Feb. 25, 2022 9 a.m. – 4 p.m. – 313 S Liberty St, Independence
4 a.m. – 7 p.m. – Guadalupe Center
Monday, Feb. 28, 2022 9 a.m. – 4 p.m. – 313 S Liberty St, Independence
8 a.m. – 12 p.m. – Grandview City Hall
Tuesday, March 1, 2022 9 a.m. – 4 p.m. – 313 S Liberty St, Independence
3 p.m. – 6 p.m. – Granview City Hall

Residents can visit jacohtd.org/events to find clinic registration and walk-in hours.

PPE Supply

The supply rate meets the demand rate.

JCDC Testing

JACOHD is continually working with JCDC on reporting and investigation.

Regional Coordination Meetings

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



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

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

201 West Lexington, 2nd Floor
Independence, MO 64050

February 25 – March 3, 2022

2-25-2022 Friday

NO MEETINGS –

2-28-2022 Monday

NO FINANCE & AUDIT, INTER-GOVERNMENTAL AFFAIRS,
LAND USE, PUBLIC WORKS, RULES, OR 911 OVERSIGHT
COMMITTEE MEETINGS

9:35 A.M.

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

9:45 A.M.

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

9:50 A.M.

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

9:55 A.M.

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

10:00 A.M.

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

Closed Meeting per Resolution #20891

3-01-2022 Tuesday

NO MEETINGS –

3-02-2022 Wednesday

NO MEETINGS –

3-03-2022 Thursday

NO MEETINGS –

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$300,000.00 from the undesignated fund balance of the 2022 Grant Fund and authorizing the County Executive to execute an Intergovernmental Cooperative Agreement with Clay County, Missouri, the City of Kansas City, Missouri, and the Missouri Office of Administration to participate in the Buck O'Neil Bridge Feasibility Study, at an actual cost to the County in the amount of \$300,000.00.

ORDINANCE NO. 5603, February 28, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Missouri Office of Administration has allocated \$300,000.00 to Jackson and Clay Counties to conduct a Feasibility Study to turn the Buck O'Neil Bridge into a linear park; and,

WHEREAS, the attached Intergovernmental Agreement outlines the responsibilities of Jackson County, Clay County, and the City of Kansas City, Missouri, in connection with the receipt of funds and Feasibility Study; and,

WHEREAS, under this Agreement the City of Kansas City will select the consultant to conduct the study, with representation from both Counties, and Jackson County will serve as the fiscal agent for the state funds and reimburse the City for the cost of the study, up to the total of \$300,000.00; and,

WHEREAS, participation in the first phase of the study does not commit the County, or any other stakeholder, to participate in any future study phase or the actual implementation of any project; now therefore,

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DIVISION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Buck O'Neil Study			
010-1579	45611- Increase Revenues	\$300,000	
010-9999	32810- Undesignated Fund Balance		\$300,000
010-9999	32810- Undesignated Fund Balance	\$300,000	
Buck O'Neil Study			
010-1579	56070- Intergovernmental Agreements		\$300,000

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached Intergovernmental Cooperative Agreement with Clay County, Missouri, the City of Kansas City, Missouri, and the Missouri Office of Administration for participation in first phase of the Buck O'Neil Bridge Feasibility Study, at an actual cost to the County in the amount of \$300,000.00; and,

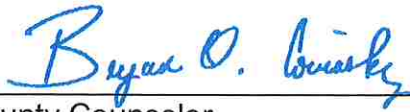
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5603 introduced on February 28, 2022, was duly passed on _____, 2022 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. 5603.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 9999 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$300,000.00

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

ACCOUNT NUMBER: 010 1579 56070
ACCOUNT TITLE: Grant Fund
Buck O'Neil Study
Intergovernmental Agreements
NOT TO EXCEED: \$300,000.00

2/24/2022
Date


Chief Administrative Officer

AGREEMENT BETWEEN
OFFICE OF ADMINISTRATION
AND COUNTY OF CLAY
AND COUNTY OF JACKSON
FISCAL YEAR 2022

This Agreement (“Agreement”) is entered into by and between the State of Missouri, Office of Administration (“OA”) and the County of Clay, Missouri, and the County of Jackson, Missouri. (The counties are jointly referred to herein as “Recipients” or individually as “Recipient”. OA and the Recipients are jointly referred to herein as “Parties” or individually as “Party”).

WHEREAS, the Missouri General Assembly appropriated funds to the Office of Administration in House Bill 19, Section 19.355 (Fiscal Year 2022) (“Legislation”) from the Budget Stabilization Fund (Fund Number 0522) in the amount of \$300,000.00 for a feasibility study of conversion of the current Buck O’Neil vehicle bridge to a pedestrian bridge, to be conducted jointly by two counties meeting certain criteria (“Appropriation”); and

WHEREAS, OA intends to authorize payment to Recipients pursuant to the Appropriation;

NOW WHEREFORE, OA and Recipients agree to the following terms and conditions:

1. This Agreement shall be effective as of the date of the signature last set forth below, and shall continue until June 30, 2022, or until any feasibility study (“Study”) funded in whole or in part by the Appropriation is complete, whichever is later, unless terminated as set forth below.
2. Prior to distribution of the Appropriation funds, either Party may terminate this Agreement at any time by giving written notice to the other Party at the address designated below. After distribution of the Appropriation funds, this Agreement may not be terminated except in the event of material breach.
3. Recipient understands and agrees that the Appropriation amount may be reduced unilaterally by OA/the State of Missouri due to the unavailability of funds or reduced appropriation authority, including, but not limited to, withholdings made pursuant to Mo. Const. Art. IV, § 27. Recipient further understands and agrees that neither OA nor the State of Missouri shall be liable for any costs or injuries caused by or related to a lack of funds, insufficient appropriations, or withholdings.
4. Recipient understands and agrees that the Appropriation funds shall be used solely for the public purpose(s) set forth in the Legislation and approved by OA. Use of the Appropriation funds for any other purpose by Recipient will constitute a material breach of this Agreement, and shall require Recipient to repay that portion of the Appropriation funds used improperly.
5. OA will make payment to Recipient(s) upon receipt from Recipient(s) of an invoice and documentation showing to OA’s satisfaction an appropriate intended use of the Appropriation funds and compliance with this Agreement. Such documentation shall include, but is not limited to, any contract(s) for the Study entered into by Recipients jointly. Each Recipient may invoice OA for \$150,000.00 on or after the effective date of this Agreement. Alternatively, payment of \$300,000.00 may be made to one Recipient, with written agreement by the other Recipient and documentation showing that the study is being conducted jointly. The invoice(s) shall contain a reference to the Legislation by title and applicable section.
6. Recipient agrees that it will maintain records related to the Appropriation and Study for a period of no less than five (5) years after this Agreement expires. Recipient agrees that OA and any governmental representatives shall have access to any and all receipts, contracts, books, documents, papers, memoranda, and other records of Recipient for the purpose of auditing or examining Recipient’s use or granting of the Appropriation funds and compliance with this Agreement and applicable law. Recipient further agrees that

costs to resolve or ameliorate any non-compliance noted by governmental representatives shall not be reimbursed by OA/the State of Missouri and shall be the sole responsibility of Recipient.

7. Recipient agrees that it will comply will all applicable federal, state and local laws, regulations and ordinances including, but not limited to, the following:
8. Recipient shall comply with all civil rights and anti-discrimination laws, and further agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, age, or veteran or disability status.
9. The Study shall take into consideration and ensure that future use of the Buck O'Neil Bridge complies with the Americans with Disabilities Act and its implementing regulations and standards, to the extent applicable, and with all applicable building codes and standards of the authority having jurisdiction.
10. Because the Improvement involves the use of public funds, Subrecipient shall require its contractors and subcontractors to comply with Missouri's Prevailing Wage Law, §§ 290.210 to 290.340, RSMo, if the Improvement constitutes a "public work" under § 290.210(9), RSMo and 8 CSR 30-3.020 and any workers on the project are employed by or on behalf of any public body as defined in § 290.210(8), RSMo.
11. Neither OA nor the State of Missouri is or shall be a party to any contract entered into by Recipient using Appropriation funds, and neither OA nor the State of Missouri shall be subject to any obligations or liabilities to the contractor or any other party as a result of such contract or this Agreement.
12. To the extent permitted by Missouri law, Recipient agrees to waive, release, indemnify and hold harmless the Office of Administration and the State of Missouri from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses resulting from or related to the Appropriation and any Improvement funded in whole or in part from the Appropriation.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written below.

Office of Administration

By: _____
Ken Zellers, Acting Commissioner of Administration

Date: _____

OA Address:
Office of Administration
State Capitol Building, Room 125
PO Box 809
Jefferson City, MO 65101-0809

County of Clay

By: _____

Date: _____

Recipient Address:

County of Jackson

By: _____

Date: _____

Recipient Address:

**INTERLOCAL COOPERATIVE AGREEMENT
FOR THE FEASIBILITY STUDY OF RETAINING THE “BUCK” O’NEIL BRIDGE**

THIS THREE PARTY COOPERATIVE AGREEMENT (together with the attachments hereto, the “Agreement”), is made and entered into this ____ day of _____, 2022 among the City of KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation of the State of Missouri (“Kansas City”), JACKSON COUNTY, MO, (“Jackson County”), and CLAY COUNTY, MO, (“Clay County”) (Kansas City, Jackson County, and Clay County are hereinafter collectively referred to as the “Parties”).

RECITALS

WHEREAS, on June 1, 2021, Kansas City and the Missouri Highways and Transportation Commission entered into a Municipal Agreement to replace the U.S. 169 “Buck” O’Neil Bridge over the Missouri River.

WHEREAS, the State of Missouri (“State”) desires to explore the options to preserve the existing “Buck” O’Neil Bridge and repurpose the bridge into a pedestrian space.

WHEREAS, the State has allocated \$300,000 in House Bill 19 for a feasibility study (“Study”) to preserve the existing bridge, conducted jointly by Jackson County and Clay County.

WHEREAS, Kansas City also desires to explore options to retain and repurpose the existing bridge.

WHEREAS, the Parties hereto have determined it is in their best interest to jointly conduct the Study; and

NOW THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

Sec. 1. Purpose of the Agreement. The Parties hereto enter into this Agreement for the purpose of conducting a Study to preserve the existing “Buck” O’Neil Bridge and repurpose the bridge into a pedestrian space.

Sec. 2. Cost Sharing

- A. The total estimated cost of the Study which includes hydraulic analysis, environmental assessment, and permitting is currently estimated to be **\$300,000.00.**

- B. The cost of implementing the Study – up to \$300,000 - shall be reimbursed by the State of Missouri pursuant to House Bill 19. Kansas City shall remit to the design professional the initial costs necessary to complete the Study. Upon completion of the Study, Jackson County shall provide the reimbursement to Kansas City for the full amount up to \$300,000. Subject to the appropriation of funds, Kansas City shall be responsible for any costs which exceed the \$300,000 appropriated by the State.

Sec. 3. Responsibilities of Kansas City. Kansas City agrees to:

- A. Be responsible for administering the Study and contracting with a design professional for creation of the Study.
- B. Invite one representative from Jackson County and one representative from Clay County to serve on the design professional selection committee.
- C. Provide a design professional agreement - including scopes of work - to Jackson County and Clay County to review and comment at least fourteen (14) days prior to execution of the agreement. Notwithstanding this provision, it will remain within the City's sole discretion whether to incorporate any changes suggested by Jackson County or Clay County.
- D. Provide the final Study to Jackson County and Clay County upon receipt from the design professional.
- E. Request reimbursement from Jackson County upon completion of the Study.
- F. Comply with all other requirements applicable to Kansas City as set forth in this Agreement.

Sec. 4. Responsibilities of Jackson County. Jackson County agrees to:

- A. Assign a staff member to serve on the design professional selection committee.
- B. Complete review of the draft design professional agreement and provide comments to Kansas City within ten (10) days from the date Jackson County receives such document. Failure to respond within ten (10) days will cause Kansas City to deem the documents approved by Jackson County.
- C. Comply with all other requirements applicable to Jackson County as set forth in this Agreement.

Sec. 5. Responsibilities of Clay County. Clay County agrees to:

- A. Assign a staff member to serve on the design professional selection committee.
- B. Complete review of the draft design professional agreement and provide comments to Kansas City within ten (10) days from the date Clay County receives such document. Failure to respond within ten (10) days will cause Kansas City to deem the documents approved by Clay County.

- C. Comply with all other requirements applicable to Clay County as set forth in this Agreement.

Sec. 6. Termination. This Agreement shall begin upon its execution and shall continue until the obligations of the Parties have been satisfied. Should a party hereto desire to terminate this Agreement prior to completion of the aforementioned Study, said party shall provide written notice to the other parties of its desire to terminate this Agreement, and said party shall be solely responsible for all the accumulated Study costs from the beginning of the project to the date of such notice. If any party terminates this Agreement prior to the completion of the Study, Kansas City will submit a final statement of accrued costs within sixty (60) days of termination to said party and said party shall process the payment within thirty (30) days of receipt of the final statement.

Sec. 7. Payments.

- A. Upon receipt of the final Study, Kansas City will submit one invoice to Jackson County for reimbursement of the entire contract amount; not to exceed \$300,000.
- B. Within 7 calendar days upon receiving the invoice from Kansas City, Jackson County will submit reimbursement request to the State.
- C. Within 7 calendar days upon receiving the reimbursement payment from the State, Jackson County will release payments to Kansas City.

Sec. 8. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, or facsimile to the following:

To Kansas City:

City Manager
City of Kansas City, MO
29th Floor, City Hall
414 E 12th Street
Kansas City, MO 64112

To Jackson County:

County Administrator
Jackson County, Missouri
415 E. 12th Street, 2nd Floor
Kansas City, Missouri 64106

To Clay County:

County Administrator
Clay County, Missouri
1 Courthouse Square
Liberty, MO 64068

All notices are effective three (3) days after mailing if sent by U.S. mail or upon receipt if delivered by a courier or facsimile. Any party may provide the other parties a change of address which change shall be effective ten (10) days after delivery.

Sec. 9. Right to Audit. Each party shall have the right to examine and audit, upon reasonable written notice and, at each party's own expense, all records and documents related to this Agreement. The Parties agree to retain and maintain all such records and documents for at least three (3) years from the date of termination of this Agreement.

Sec. 10. Compliance with Laws. The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Unless otherwise specified in this Agreement, each party, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Agreement.

Sec. 11. Waiver. No consent or waiver, express or implied, by any party to this Agreement or any breach or default by any other party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or failure to act or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted. Waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition.

Sec. 12. Headings; Construction of Contract. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this Agreement and any incorporated Attachments, the provisions of this Agreement shall control.

Sec. 13. Merger. This Agreement, including any referenced Attachments, constitutes the entire agreement among the Parties with respect to this subject matter, and supersedes all prior agreements among the Parties with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Agreement.

Sec. 14. Modification. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except by written consent of all Parties to this Agreement.

Sec. 15. Severability of Provisions. Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement

is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intention of the parties.

Sec. 16. Further Acts. Subject to the appropriation of funds, the Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement.

Sec. 17. Binding Effect. This Agreement shall be binding upon all Parties and their assigns, transferees, and successors in interest.

Sec. 18. Representations and Warranties. Each party certifies that it has the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

Sec. 19. Force Majeure. The term “*Force Majeure Event*” means acts or omissions of any governmental authority (other than, with respect to Kansas City, Clay County, or Jackson County), fires, storms, natural disasters, strikes, riots, terrorist attack, power failures and any other event or occurrence, irrespective of whether similar to the foregoing, that is beyond the reasonable control of the party claiming that the Force Majeure Event affects its ability to perform any of its obligations under this Agreement. No party shall be liable for any delay in performance of any obligation under this Agreement (other than the payment of money owed) or any inability to perform any obligation under this Agreement (other than the payment of money) if and to the extent that such delay in performance or inability to perform is caused by a Force Majeure Event, so long as the party claiming the Force Majeure Event is working diligently, to the extent reasonably possible, to terminate the Force Majeure Event. A party claiming a Force Majeure Event as an excuse for delay or nonperformance under this Agreement shall provide the other party with prompt notice of the initiation of the Force Majeure Event, when it is expected to terminate, and of the termination of such Force Majeure Event. A Force Majeure Event shall be deemed to be terminated with respect to a particular delay or nonperformance when its effects on such future performance have been substantially eliminated. Notwithstanding the foregoing provisions, settlement of a strike or lockout shall be deemed beyond the control of the party claiming excuse thereby regardless of the cause of, or the ability of such party to settle, such strike or lockout.

Sec. 20. Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument.

Sec. 21. Future appropriations. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any party.

Sec. 22. Default and Remedies. If a party shall be in default or breach of any provision of this Agreement, any other party may terminate this Agreement, suspend its performance and invoke any other legal or equitable remedy after giving the other party thirty (30) days written notice and opportunity to correct such default or breach. All rights and remedies granted to each party herein

and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that either party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.

Sec. 23. Administration. Kansas City shall be the administrator of this cooperative undertaking.

KANSAS CITY, MISSOURI

By:

Brian Platt
City Manager
Date:

APPROVED AS TO FORM:

Assistant City Attorney

JACKSON COUNTY, MO

By:

Date:

ATTEST:

Clerk of the Legislature

APPROVED AS TO FORM:

County Counselor

CLAY COUNTY, MO

By:

Date:

ATTEST:

Clerk of the Legislature

APPROVED AS TO FORM:

County Counselor

Request for Legislative Action

Ord. #5603
Sponsor: Tony Miller
Date: February 28, 2022

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5603
Sponsor(s):	Tony Miller	Legislature Meeting Date:	2/28/2022

Introduction

Action Items: ['Authorize', 'Appropriate']

Project/Title:

Estimating and appropriating \$300,000 in the Grants Fund (010) and authorizing the County Executive to sign an interlocal agreement between Jackson County, Clay County, and the City of Kansas City and an agreement between the Missouri Department of Administration, Clay County, and Jackson County for the purpose of conducting a feasibility study for retaining the Buck O'Neil Bridge in downtown Kansas City.

Request Summary

This ordinance estimates \$300,000 into the Grants Fund (010) from the State of Missouri and appropriates it to an account to pass through to the City of Kansas City. In the state budget (HB 19), a total of \$300,000 was allocated to Jackson and Clay County to conduct a study of the feasibility of reusing the Buck O'Neil Bridge as a linear park. This ordinance authorizes the County Executive to sign an agreement with the State of Missouri Office of Administration, Clay County, and Jackson County regarding receipt of the funds from the State of Missouri. This ordinance further authorizes the County Executive to sign a three-party interlocal agreement with Kansas City and Clay County describing how the state funds will be used by the City of Kansas City. Under the proposed agreement, Kansas City will be responsible for procuring the consultant for the feasibility study for retaining the Buck O'Neil Bridge. Clay County and Jackson County will have representation on the selection committee. Kansas City will be responsible for all costs for the project and will submit for reimbursement of \$300,000 from Jackson County. Jackson County will act as the fiscal agent for the agreement and seek reimbursement from the State of Missouri and pass those funds on to Kansas City.

Contact Information

Department:	County Executive Office	Submitted Date:	2/11/2022
Name:	Troy Schulte	Email:	TSchulte@jacksongov.org
Title:	County Administrator	Phone:	816-881-1079

Budget Information

Amount authorized by this legislation this fiscal year:	\$300,000
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$300,000
Is it transferring fund?	No

Request for Legislative Action

Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	1579 (Buck O'Neil Study)	45611 (Buck O'Neil Study)	\$300,000
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$300,000
010 (Grant Fund)	1540 (City of Kansas City)	56070 (Intergovernmental Agreements)	\$300,000

Request for Legislative Action

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

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

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

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

Request for Legislative Action

History

Troy Schulte at 2/11/2022 2:29:44 PM - [Submitted |]
Department Director: Sylvya Stevenson at 2/11/2022 2:50:16 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/11/2022 3:24:30 PM - [Not applicable |]
Compliance: Katie M. Bartle at 2/14/2022 9:44:09 AM - [Approved |]
Finance (Budget): Sarah L. Matthes at 2/14/2022 10:51:39 AM - [Returned for more information |
Please attach the documentation from the State that is granting us this money. Also, I set up a new
code for this. It is 010-1579-45611]
Submitter: Troy Schulte at 2/15/2022 11:03:05 AM - [Submitted |]
Department Director: Sylvya Stevenson at 2/15/2022 11:36:47 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/16/2022 8:52:03 AM - [Not applicable |]
Compliance: Katie M. Bartle at 2/16/2022 10:33:20 AM - [Approved |]
Finance (Budget): Sarah L. Matthes at 2/16/2022 11:19:51 AM - [Approved | Fiscal Note added]
Executive: Sylvya Stevenson at 2/16/2022 1:59:10 PM - [Approved |]
Legal: Elizabeth Freeland at 2/24/2022 10:43:43 AM - [Approved |]

Fiscal Note:

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

Date: February 16, 2022

ORD #	5603
eRLA #	407

Org Code/Description		Object Code/Description		From	To
010	Grant Fund				
1579	Buck O'Neil Study	45611	Increase Revenues	\$ 300,000	\$ -
9999	Non-Specific Department	32810	Undesignated Fund Balance		300,000
9999	Non-Specific Department	32810	Undesignated Fund Balance	300,000	
1579	Buck O'Neil Study	56070	Intergovernmental Agreements		300,000
				\$ 600,000	\$ 600,000

Fiscal Note:

This expenditure was included in the Annual Budget

PC#

Org Code/Description	Object Code/Description	Not to Exceed
010 Grant Fund		
1579 Buck O'Neil Study	56070 Intergovernmental Agreements	\$ 300,000
APPROVED		\$ 300,000

APPROVED

By Sarah Matthes at 11:22 am, Feb 16, 2022

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for annual software maintenance for use by the Finance and Purchasing Department to Mitchell Humphrey of St. Louis, MO, as a sole purchase, at an actual cost to the County in the amount of \$83,950.00.

RESOLUTION NO. 20886, February 28, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, by Resolution 15550, date June 27, 2005, the Legislature did award a contract for the furnishing and maintenance of financial management system software, including installation, training, consulting, and customization services, to Mitchell Humphrey of St. Louis, MO, at an actual cost to the County not to exceed \$650,255.00; and,

WHEREAS, the County has continually contracted since that time with Mitchell Humphrey for the annual maintenance of its proprietary financial applications software, as a sole source; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing again recommends the award of a contract for annual software maintenance to Mitchell Humphrey of St. Louis, MO, as a sole source purchase, based upon Mitchell Humphrey's status as the sole provider of maintenance for its own proprietary financial management software applications; 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, including final payment, on the Contract.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20886 of February 28, 2022, was duly passed on _____, 2022 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 1404 56662
ACCOUNT TITLE: General Fund
Finance
Software Maintenance
NOT TO EXCEED: \$83,950.00



Date



Chief Administrative Officer

Request for Legislative Action

Res. #20886
Sponsor: Tony Miller
Date: February 28, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20886
Sponsor(s):	Tony Miller	Legislature Meeting Date:	2/28/2022

Introduction

Action Items: ['Authorize']

Project/Title:

Authorize Software Maintenance Agreement with Mitchell Humphrey Financial Management System (FMS) for Software Maintenance for 2022

Request Summary

Authorizing the Purchase of Financial Management System (FMS) Software Maintenance Agreement with Mitchell Humphrey of St. Louis, MO for various Departments at a total cost to the County of \$83,950 as a Sole Source purchase.

Contact Information

Department:	Finance	Submitted Date:	2/15/2022
Name:	Craig A. Reich	Email:	CReich@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3265

Budget Information

Amount authorized by this legislation this fiscal year:			\$83,950
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$83,950
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1404 (Finance)	56662 (Software Maintenance)	\$83,950

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20672	May 17, 2021
20406	June 15, 2020
20103	March 18, 2019
15550	June 27, 2005

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

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

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

Request for Legislative Action

History

Craig A. Reich at 2/15/2022 10:19:25 AM - [Submitted |]
Department Director: Bob Crutsinger at 2/15/2022 3:18:17 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/16/2022 9:02:57 AM - [Approved |]
Compliance: Katie M. Bartle at 2/16/2022 10:34:34 AM - [Approved |]
Finance (Budget): Mark Lang at 2/16/2022 11:32:23 AM - [Approved | The fiscal note is attached.]
Executive: Sylvia Stevenson at 2/16/2022 2:22:19 PM - [Approved |]
Legal: Elizabeth Freeland at 2/24/2022 10:40:07 AM - [Approved |]

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: February 16, 2022

RES #	20886
eRLA ID #:	408

Org Code/Description		Object Code/Description		Not to Exceed
001	General Fund			
1404	Finance	56662	Software Maintenance	\$ 83,950
APPROVED:				\$ 83,950

APPROVED

By Mark Lang at 11:30 am, Feb 16, 2022

Budget Office



DEPARTMENT OF FINANCE AND PURCHASING

Jackson County Courthouse
415 East 12th Street, Room 105
Kansas City, Missouri 64106
jacksongov.org

To: Craig Reich, Senior Buyer

From: Bob Crutsinger, Director of Finance and Purchasing

Date: February 10, 2022

Subject: RLA to approve Mitchell Humphrey Software maintenance for 2022

Mitchell Humphrey provides our software maintenance for FMS, our financial database application. FMS is used throughout Jackson County for our financial application, including budgeting, purchasing, accounts receivable, and payables. Mitchell Humphrey is the sole source for these software applications.

The 2022 maintenance is:

FMS	\$ 83,950.00
Account: 001-1404-56662	\$83,950.00

Frank White, Jr., County Executive



MITCHELL
HUMPHREY
s o f t w a r e

1285 Fern Ridge Parkway
St. Louis, Missouri 63141-4402

800 237-0028 • 314 991-2440
www.mitchellhumphrey.com

January 15, 2022

Jackson County
415 East 12th Street, Room G8
Kansas City, Missouri 64106
ccolter@jacksongov.org

Attn: Ms. Cheryl Colter

Reference:

Invoice No.: 44980000000017

Terms: Net 30 Days

I N V O I C E

Annual maintenance fee for FMS Software Products for the period
March 1, 2022 through February 28, 2023

83,950.00

Amount Due

\$83,950.00

Make check payable to Mitchell Humphrey & Co.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month contract with three twelve-month options to extend for the furnishing of independent auditing services for use by the Finance and Purchasing Department to Allen, Gibbs & Houlik, L.C., of Overland Park, KS, at a cost to the County not to exceed \$135,000.00, under the terms and conditions of Request for Proposals No. 80-21.

RESOLUTION NO. 20887, February 28, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, by Request for Proposals No. 80-21, the Director of Finance and Purchasing solicited proposals from firms interested in providing independent auditing services to the County; and,

WHEREAS, the Director distributed thirty notifications, and received five responses evaluated as follows:

<u>RESPONDER</u>	<u>POINTS</u>
Allen, Gibbs & Houlik, L.C. Overland Park, KS	95.51
BKD, LLP Kansas City (Jackson County), MO	91.88
RubinBrown Kansas City (Jackson County), MO	89.63
Clifton Larson Overland Park, KS	88.25
RSM, LLP Kansas City (Jackson County), MO	77.50

and,

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

WHEREAS, following evaluation of the proposals, the Director of Finance and Purchasing has recommended that award of a twelve-month contract with three twelve-month options to extend be made pursuant to section 1054.6 of the Jackson County Code, 1984, to Allen, Gibbs & Houlik, L.C., at a cost to the County for 2022 not to exceed \$135,000.00; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute for the County an Agreement with Allen, Gibbs & Houlik, L.C., in a form substantially similar to that attached, to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20887 of February 28, 2022, was duly passed on _____, 2022 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 1404 56010
ACCOUNT TITLE: General Fund
Finance
Auditing & Accounting Services
NOT TO EXCEED: \$135,000.00

Funding for future years is subject to annual appropriation in the County's then current budget.



Date



Chief Administrative Officer

R.

AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2022, by and between **JACKSON COUNTY, MISSOURI**, by and through its County Executive, hereinafter called "the County," and **ALLEN, GIBBS, HOULIK, L.C. (AGH), 10801 MASTIN ST., SUITE 250, OVERLAND PARK, KS, 66210**, hereinafter called "Auditor."

WITNESSETH:

WHEREAS, the County has determined that it is in the best interest of its citizens to hire independent public accountants to provide auditing services of Jackson County financial statements for the 2021 fiscal year end and future County fiscal years if mutually agreed upon; and,

WHEREAS, the County issued Request for Proposals (RFP) No. 80-21 and received five responses thereon; and,

WHEREAS, the evaluation committee interviewed and evaluated the respondents and recommended an award to Auditor as the best overall response; and,

WHEREAS, this Agreement was authorized by Resolution _____, dated _____; and,

WHEREAS, Auditor has agreed to perform consulting work in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Auditor and the County have agreed to be bound by the provisions hereof,

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Auditor respectively agree as follows:

1. Professional Services. Auditor shall fulfill its contractual obligations by providing an Annual Comprehensive Financial Report and audit of the financial records of Jackson County, Missouri, as more fully set out in County's RFP 80-21, Auditor's response thereto, and in Auditor's arrangement letter attached hereto as Exhibit A, which are all incorporated herein and made a part of this Agreement, provided that, should there be any conflicts between the terms and conditions set forth therein with the terms of this Agreement, the terms of this Agreement shall govern.

2. Independent Contractor. Auditor shall work as an independent contractor and not as an employee of the County. Auditor shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Auditor shall report all earnings received hereunder as its gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and shall operate its business independent of the business of the County, except as required by this Agreement.

3. Terms for Payment. Auditor shall receive a flat fee of \$135,000.00 for its work under this Agreement in connection with the 2021 year-end audit. Auditor shall submit monthly statements to the County's Director of Finance and Purchasing, based on estimated percentage of work completed, and the County shall process such statements for payment promptly upon receipt.

4. Duration and Termination. This Agreement shall commence upon execution and continue until the services for the 2021 year-end audit have been completed, unless sooner terminated. Auditor or the County may terminate this Agreement for any reason by giving three (3) days' written notice to the other party. Termination of this Agreement shall

not constitute a waiver of the rights or obligations which County or Auditor may be entitled to receive or be obligated to perform under this Agreement for services prior to the date of termination, but payment pursuant to paragraph 3 of this Agreement shall terminate as of the date of said notice, and shall be prorated through that date. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by the Auditor to the County within ten (10) days of the termination of this Agreement. Upon mutual agreement of the parties, this Agreement may be renewed annually for audits through the year 2024. In the event of a renewal, the maximum compensation to be paid to Auditor for its services for each year shall be as set out in Auditor's response to RFP 80-21.

5. Assignment. Auditor agrees, in addition to all other provisions herein, that Auditor shall not assign any portion or the whole of this contract without the prior written consent of the County.

6. Time of the Essence. Timely performance of all duties provided herein is of the essence of this Agreement.

7. Remedies for Breach. Auditor agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and Auditor's failure to do so shall represent and constitute a breach of this Agreement. In such event, Auditor consents and agrees as follows:

(1) The County may without prior notice to Auditor immediately terminate this Agreement; and,

(2) The County shall be entitled to seek any available legal remedy and to collect from Auditor all costs incurred by the County as a result of said breach including reasonable attorney's fees, costs, and expenses.

8. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

9. Appropriation of Funds. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event that no funds or in the event that insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever for payments due hereunder, County shall immediately notify Auditor of this occurrence and this Agreement shall terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the County of any kind, except as to (i) the portions of the amounts due under this agreement for which funds shall have been appropriated and budgeted or are otherwise available and (ii) County's other obligations and liabilities under this agreement relating to, accruing or arising prior to such termination.

10. Conflict of Interest. Auditor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

11. Employment of Unauthorized Aliens Prohibited. Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the

employees working in connection with the contracted services. Further, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

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

ALLEN, GIBBS, HOULIK, L.C. (AGH)

JACKSON COUNTY, MISSOURI

By _____
Federal Tax I.D. No.: _____

By _____
Frank White, Jr.
County Executive

APPROVED AS TO FORM:

ATTEST:

Bryan O. Covinsky
County Counselor

Mary Jo Spino
Clerk of the Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$135,000.00 which is hereby authorized.

Date

Director of Finance and Purchasing
Account No. 001-1404-56010

EXHIBIT B**WORK AUTHORIZATION AFFIDAVIT**

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

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.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Allen, Gibbs, & Houlik, LC**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Allen, Gibbs, & Houlik, LC** does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

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.)

Kathy Armbruster
Authorized Representative's Signature

Office Manager
Title

Kathy Armbruster
Printed Name

2-7-22
Date

Subscribed and sworn before me this 7th day of February, 202x. I am commissioned as a notary public within the County of Sedgwick, State of Kansas, and my commission expires on 7-20-2024.

Cherie Campos
Signature of Notary

2-7-2022
Date



Request for Legislative Action

Res. #20887
Sponsor: Tony Miller
Date: February 28, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20887
Sponsor(s):	Tony Miller	Legislature Meeting Date:	2/28/2022

Introduction

Action Items: ['Award']

Project/Title:

Awarding a twelve-month contract with the option of extending the contract for three additional twelve-month periods, for auditing services for the Finance and Purchasing Department to Allen, Gibbs & Houlik, L.C. of Overland Park, Kansas under the terms and conditions of Request for Proposal No. 80-21.

Request Summary

The Finance and Purchasing Department requires a contract for auditing services for the Annual Comprehensive Financial Report (ACFR) and the Single (Grant) Audit. The Purchasing Department issued Request for Proposal 80-21 in response to those requirements.

A total of thirty notifications were distributed and five responses were received. The following five proposals were evaluated as follows:

	Allen, Gibbs & Houlik, Overland Park, KS	BKD, Kansas City, MO	Clifton Larson Allen, Overland Park, KS	RSM, Kansas City, MO	RubinBrown, Kansas City, MO
Respondent's Capability and Government Audit Experience	61.38	59.68	56.75	59.00	62.88
References	9.13	9.25	9.50	9.50	9.75
Pricing	<u>25.00</u>	<u>23.00</u>	<u>22.00</u>	<u>9.00</u>	<u>17.00</u>
Totals Scores	95.51	91.88	88.25	77.50	89.63
Total Cost of Contract	\$576,490	\$595,625	\$606,900	\$721,500	\$650,720

Pursuant to Section 1054.6 of the Jackson County Code, the Finance and Purchasing Department recommends the award of the contract for the furnishing of auditing services to Allen, Gibbs & Houlik of Overland Park, Kansas as the best proposal received.

Request for Legislative Action

Contact Information			
Department:	Finance	Submitted Date:	2/4/2022
Name:	Cheryl L Colter	Email:	ccolter@jacksongov.org
Title:	Deputy Director of Accounting	Phone:	816-881-3180

Budget Information			
Amount authorized by this legislation this fiscal year:			\$135,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$135,000
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1404 (Finance)	56010 (Auditing and Accounting Services)	\$135,000

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20637	March 22, 2021

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE:	9.50%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

History

Cheryl L Colter at 2/4/2022 2:47:25 PM - [Submitted |]
Department Director: Bob Crutsinger at 2/4/2022 3:45:50 PM - [Returned for more information | Returned to attach additional documentation.]
Submitter: Cheryl L. Colter at 2/7/2022 5:38:36 PM - [Submitted |]
Department Director: Bob Crutsinger at 2/10/2022 8:00:17 AM - [Returned for more information | Returned to attach updated supporting documentation.]
Submitter: Cheryl L. Colter at 2/14/2022 12:55:38 PM - [Submitted |]
Department Director: Bob Crutsinger at 2/14/2022 2:57:15 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/14/2022 4:08:25 PM - [Approved |]
Compliance: Katie M. Bartle at 2/14/2022 4:24:14 PM - [Returned for more information | A completed CUP has not been submitted to Compliance to review/approve for goals. 9.5% MBE goals apply.]
Submitter: Cheryl L. Colter at 2/15/2022 11:02:00 AM - [Submitted |]
Department Director: Bob Crutsinger at 2/15/2022 2:41:15 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/15/2022 3:03:20 PM - [Approved |]
Compliance: Katie M. Bartle at 2/16/2022 10:35:54 AM - [Approved |]
Finance (Budget): Mark Lang at 2/16/2022 11:21:10 AM - [Approved | The fiscal note is attached.]
Executive: Sylvya Stevenson at 2/16/2022 2:21:22 PM - [Approved |]
Legal: Elizabeth Freeland at 2/24/2022 11:50:09 AM - [Approved |]

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 140422001 000

Date: February 16, 2022

RES #	20887
eRLA ID #:	398

<u>Org Code</u>	<u>Description</u>	<u>Object Code</u>	<u>Description</u>	<u>Not to Exceed</u>
001	General Fund			
1404	Finance	56010	Auditing & Accounting Services	\$ 135,000
APPROVED				\$ 135,000

APPROVED
By Mark Lang at 11:18 am, Feb 16, 2022

Budget Office

INTEROFFICE MEMORANDUM

TO: Barbara Casamento
FROM: RFP Evaluation Committee
SUBJECT: RFP 80-21 (County Auditing Services)
DATE: February 7, 2022

There were five respondents for RFP 80-21 (County Auditing Services): Allen, Gibbs & Houlik (AGH), BKD CPAs & Advisors, CliftonLarsonAllen LLP (CLA), RSM US LLP, and RubinBrown LLP. After careful review of the proposals and interviews with all the respondents, the evaluation committee is recommending AGH be awarded the contract.

The audit services will include the Annual Comprehensive Financial Report (ACFR) and the Single Audit for the fiscal year ending December 31, 2021 with options, if exercised by the County, of extending the contract for up to three (3) subsequent fiscal years.

Evaluation Committee

The evaluation committee was composed of a broad range of County associates. The representatives on the committee were from the County Executive's Office, County Auditor's Office, COMBAT, Parks+Rec, and the Finance Department.

As stated in the request for proposal document, the factors considered when evaluating the proposals were:

- 65% Respondent's Capability and Governmental Audit Experience
- 10% References
- 25% Pricing

AGH

1. Respondent Capability and Government Audit Experience

BKD is the incumbent audit firm and has conducted the audit for the previous five fiscal years. AGH offers the County the personal attention and relationships of an independently owned firm, combined with deep and specialized governmental-focused resources. The individuals working on the audit would be based out of the Overland Park and Wichita offices. AGH would bear all travel costs.

AGH would be partnering with an MBE firm, Welch and Associates, at nine and one-half percent (9.5%) participation. This participation is equal to the goal established by the County Compliance Review Office. The services provided by this firm would include Single Audit and other financial audit support.

2. Interview

The evaluation committee members conducted a virtual interview with AGH. The representatives of AGH in the interview were Mike Lowry (Senior Vice President, Assurance Services), Jonathan Nibarger (Vice President, Assurance Services), and Brian

Holst (Senior Manager). The interview was informative and provided the committee valuable information on the audit process and that their engagement would have substantial officer level involvement.

A representative from their MBE firm, Welch and Associates, was not in attendance to address the committee. However, the committee did not believe this to be significant enough to deduct points.

3. References

AGH's references, City of Kansas City, Missouri; City of Oklahoma City, Oklahoma; Johnson County, Kansas; and Butler County, Kansas provided complimentary comments regarding their services.

4. Pricing

Per the RFP requirements, the pricing quote based on seven major funds and three major grant programs was \$135,000 for the first year of the audit. This is \$6,300 less than the price paid for the most recent audit year. The future pricing would increase approximately 4.3% annually over the term of the contract. The total cost for the four years of the contract is \$576,490.

AGH had the lowest pricing among respondents. The \$576,490 quote from AGH for the four-year agreement was \$145,010 less than the highest bid. See attached Exhibit A for pricing analysis.

5. Evaluation Scoring

See the attached Exhibit B showing the Evaluation Scoring Summary

February 11, 2022

The Honorable County Executive
Members of the County Legislature
Jackson County, Missouri
415 East 12th Street
Room 105
Kansas City, Missouri 64106

Attention: County Executive and Members of the County Legislature:

The Objective and Scope of the Audit of the Financial Statements

You have requested that Allen, Gibbs & Houlik, L.C. (“AGH”, “we”, “us”, or “our”) audit the Jackson County, Missouri’s (“County”) governmental activities, business-type activities, each major fund, and aggregate remaining fund information as of and for the year ending December 31, 2021, which collectively comprise the basic financial statements. We will not audit the financial statements of the discretely presented component unit (Developmental Disability Services) or the pension trust fund. Those financial statements will be audited by component auditors. We will also a) report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole, and b) apply certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter (“Arrangement Letter”).

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* issued by the Comptroller General of the United States (GAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

You have also requested that AGH perform the audit of the County as of December 31, 2021 to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus expenses, including report processing, travel, meals, fees for services from other professionals, if applicable, and technology, photocopying, postage and clerical assistance. The aggregate professional fees for the services discussed above, will be \$135,000. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from County personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred with a final billing upon completion. Billings are due upon submission.

All matters related to the County's adoption of any new standard pursuant to accounting or auditing matters will be accounted for and billed separately.

You have informed us that you intend to prepare an annual comprehensive financial report (Annual Report) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. Our association with the Annual Report is to consist of procedure required under generally accepted auditing standards for Other Information (including the Introductory and Statistical Sections of the Annual Report), and for Supplementary Information presented in the Annual Report.

Other Information

As part of AGH's ongoing commitment to serve as a trusted advisor, we offer several other resources that provide additional value beyond this engagement itself. AGHUniversity.com offers a full schedule of complimentary education and other updates to clients throughout the year. AGH alerts and newsletters also include periodic mailings or emails to alert clients to new accounting, audit and tax standards or regulations. We appreciate our relationship with Jackson County, Missouri and look forward to serving you in the future.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

AGREED TO AND ACKNOWLEDGED BY:

ALLEN, GIBBS & HOULIK, L.C.



Mike Lowry
Senior Vice President, Assurance Services

Confirmed on behalf of Jackson County, Missouri:

County Executive

Date

TERMS AND CONDITIONS

In the course of providing attest services, Allen, Gibbs & Houlik, L.C. (AGH) applies customary practices intended to fulfill our professional responsibilities in a cost effective manner. These terms and conditions define our professional responsibilities and the standards that we employ in providing you with our attest services. We find that by more clearly defining our professional service responsibilities, and your responsibilities as a client of AGH, we can prevent any uncertainties in providing our attest services. By signing the preceding Arrangement Letter, you are agreeing to the conditions and limitations described below.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS, GAS, the Uniform Guidance, and the U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards regulations, supplements or guides require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, the Uniform Guidance, and the guide, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will communicate to the County Executive and Members of the County Legislature of Jackson County, Missouri (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and GAS.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the County complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;

2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the County involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the County received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the preparation of the required supplementary information (RSI) which accounting principles generally accepted in the United States of America (U.S. GAAP) require to be presented to supplement the basic financial statements. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The County Executive and Members of the County Legislature are responsible for informing us of its views about the risks of fraud, waste or abuse within the County, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the County.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledges and understands that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP);
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and
 - d. Unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Arrangement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing and the fair presentation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform

Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form.

Reporting

We will issue a written report upon completion of our audit of the County's financial statements. Our report will be addressed to the County Executive and Members of the County Legislature of the County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the County's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the County's financial statements, we will also issue the following reports:

1. A report on the fairness of the presentation of the County's schedule of expenditures of federal awards for the year ending December 31, 2021;
2. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
3. Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance; and
4. An accompanying schedule of findings and questioned costs.

We will prepare the County's Data Collection Form filing with the Federal Audit Clearinghouse, which the County will be required to file. You acknowledge that you have the final responsibility for the filing and, therefore, you should review them carefully before you certify and submit it.

In our connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the County's books and records. The County will determine that all such data, if necessary, will be so reflected. Accordingly, the County will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by County personnel, including the preparation of schedules and analyses of accounts, has been or will be discussed and coordinated with Bob Crutsinger, Director of Finance & Purchasing. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Nonaudit Services

In connection with our audit, you have requested us to perform certain nonaudit services:

- 1) Preparation assistance of the Financial Statements; and
- 2) Preparation of the Data Collection Form.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the County, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services

provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The County has agreed that the Director of Finance & Purchasing possesses suitable skill, knowledge or experience and that the individual understands the preparation assistance of the financial statements and preparation of the data collection form to be performed sufficiently to oversee them. Accordingly, the management of the County agrees to the following:

1. The County has designated the Interim Director of Finance & Purchasing as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
2. The Director of Finance & Purchasing will assume all management responsibilities for subject matter and scope of the preparation assistance of the financial statements and preparation of the data collection form;
3. The County will evaluate the adequacy and results of the services performed; and
4. The County accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the County's management and those charged with governance of the objectives of the non-audit services, the services to be performed, the County's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Arrangement Letter documents that understanding.

Parties' Understandings Concerning Situation Around COVID-19

AGH and the County acknowledge that, at the time of the execution of this Arrangement Letter, federal, state and local governments, both domestic and foreign, have imposed certain restrictions on travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, AGH has restricted its employees from certain travel and onsite work, whether at a client facility or AGH facility, to protect the health of both AGH's and its clients' employees. Accordingly, to the extent that any of the services described in this Arrangement Letter requires or relies on AGH or County personnel to travel and/or perform work onsite, either at the County's or AGH's facilities, including, but not limited to, maintaining business operations and/or IT infrastructure, AGH and the County acknowledge and agree that the performance of such work may be delayed, significantly or indefinitely, and thus certain services described herein may need to be rescheduled and/or suspended at either AGH's or the County's sole discretion. AGH and the County agree to provide the other with prompt written notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended. AGH and the County also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Costs also may increase if services provided include matters such as consideration of going concern, impairment analysis, debt forgiveness or lease concessions, not already considered within the stated fees. AGH will obtain the County's prior written approval (email will be sufficient) for any increase in the cost of AGH services that may result from the situation surrounding COVID-19.

Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

Use of Subcontractors and Third-Party Products

From time to time and depending upon the circumstances, we may, in our sole discretion, use affiliates of ours or qualified third-party service providers, located within or outside the United States, to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information (as such term is defined below) to them. Those third-party service providers, affiliates of AGH, and AGH International Network Firms we use to assist us in providing services to you are collectively referred to herein as "Subcontractors." You hereby consent to us sharing your information, including Confidential Information, with our Subcontractors on the same basis as we would be permitted to share information with one of our employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that: (i) our use of Subcontractors may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure.

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, Third-Party Products). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's

infrastructure and not ours, and that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such Third-Party Product, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of AGH. For the purposes of this Arrangement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of AGH's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by AGH for the County under this Arrangement Letter, or any documents belonging to the County or furnished to AGH by the County.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable AGH policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in AGH's form. AGH reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the County, the County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request and that we shall maintain the Audit Documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to the requested Audit Documentation will be provided under the supervision of AGH audit personnel and at a location designated by our firm.

Indemnification, Limitation of Liability, and Claim Resolution

Because AGH will rely on the County and its management and County Executive and Members of the County Legislature to discharge the foregoing responsibilities, to the extent permitted by Missouri law the County agrees to indemnify, hold harmless and release AGH and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management.

THE COUNTY AND AGH AGREE THAT NO CLAIM ARISING OUT OF, FROM, OR RELATING TO THE SERVICES RENDERED PURSUANT TO THIS ARRANGEMENT LETTER SHALL BE FILED MORE THAN TWO YEARS AFTER THE DATE OF THE AUDIT REPORT ISSUED BY AGH OR THE DATE OF THIS ARRANGEMENT LETTER IF NO REPORT HAS BEEN ISSUED. IN NO EVENT SHALL AGH OR THE COUNTY, OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE COVERED PARTIES AND EACH INDIVIDUALLY, A COVERED PARTY), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ARRANGEMENT LETTER, OR THE REPORT ISSUED OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE COUNTY TO AGH UNDER THIS

ARRANGEMENT LETTER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL, OR SHALL BE INTERPRETED OR CONSTRUED TO, RELIEVE THE COUNTY OF ITS PAYMENT OBLIGATIONS TO AGH UNDER THIS ARRANGEMENT LETTER.

Confidentiality

AGH and the County may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, AGH and the County agree as the recipient of such Confidential Information (Receiving Party) to keep strictly confidential all Confidential Information provided to it by the disclosing party (Disclosing Party) and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, AGH is permitted to disclose the County's Confidential Information to AGH's personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

All of the County's obligations under this section of the Arrangement Letter are subject to the provisions of the Missouri Open Records Act, chapter 610, RSMo.

Preexisting Nondisclosure Agreements

In the event that the parties have executed a separate nondisclosure agreement and such agreement does not automatically terminate or expire upon execution of this Arrangement Letter, such agreement shall be terminated as of the effective date of this Arrangement Letter.

Data Protection Compliance

We take reasonable steps to comply with privacy, cybersecurity, and data protection laws that may apply to Personal Information and Confidential Information we process on behalf of our clients.

AGH and the County acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information.

We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

Personal Information

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the County or the County's customers or other third parties.

Each party agrees that it will not transmit to the other, in any manner, (i) Personal Information that is not needed to render the services hereunder, and (ii) Personal Information that has not been encrypted. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We will use all such County-provided Personal Information, if at all, only for the purposes described in this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of County-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management [or those charged with governance] and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the County agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The County agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

Allen, Gibbs & Houlik, L.C. (AGH), our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. AGH also has not performed any procedures relating to this official statement or memorandum.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

Both parties to this agreement have made a substantial investment in their respective employees and depend upon them to generate future profits. Because of this, we agree that neither party (including related affiliates) shall hire, nor solicit for hire, any person employed by the other during the term of the service relationship and for a period of one year after the termination of services. Since our professional standards require that we perform certain additional procedures, on current and previous years engagements, whenever a shareholder or professional employee leaves AGH and is subsequently employed by or associated with the County, the County agrees it will compensate AGH for any additional costs incurred as a result of the County's employment of a shareholder or professional employee of AGH.

Dispute Resolution

We agree that any dispute arising out of, or relating to, this agreement or an interpretation of this agreement that we are not able to resolve ourselves shall be submitted to mediation under the American Arbitration Association's ("AAA") *Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation or some other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in the State of Kansas. The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. Costs and expenses of the mediation shall be borne equally by each of us. Any costs of legal representation shall be borne by the hiring party. If the mediation does not result in an agreement acceptable to all sides, any party may take such other further action as he, she, or it deems advisable under law or equity.

Governing Law

This Arrangement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Arrangement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Missouri, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this Arrangement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Arrangement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Recommendation Letter
Exhibit A

Jackson County, Missouri
Analysis of Pricing for RFP 80-21, Auditing Services

COUNTY AUDIT

	<u>AGH</u>	<u>BKD*</u>	<u>CLA**</u>	<u>RSM***</u>	<u>RubinBrown****</u>
Audit Year 2021 \$	123,000	130,750	123,900	149,000	154,000
Audit Year 2022	128,000	134,750	128,100	153,000	158,620
Audit Year 2023	133,850	138,750	132,300	157,000	166,550
Audit Year 2024	140,640	144,300	136,500	161,500	171,550
Total \$	525,490	548,550	520,800	620,500	650,720
Additional Fund \$	-	5,500-7,500	3,000	5,000	10,000

GRANT AUDIT

	<u>AGH</u>	<u>BKD*</u>	<u>CLA**</u>	<u>RSM***</u>	<u>RubinBrown****</u>
Audit Year 2021 \$	12,000	11,225	21,000	24,500	
Audit Year 2022	12,500	11,550	21,000	25,000	
Audit Year 2023	13,000	11,900	22,050	25,500	
Audit Year 2024	13,500	12,400	22,050	26,000	
Total \$	51,000	47,075	86,100	101,000	-
Additional Program \$	6,000	4,500-6,000	5,000	6,000	10,000

TOTAL COST

(excl. add'l fund/ program) \$	<u>AGH</u>	<u>BKD*</u>	<u>CLA**</u>	<u>RSM***</u>	<u>RubinBrown****</u>
	576,490	595,625	606,900	721,500	650,720

* Fee includes a 4% administrative fee.

** Fee includes a 5% technology and client support fee. The price submitted for the grant audit in response to the RFP only included two major programs, instead of three as requested in the RFP. The grant audit prices have been adjusted \$5,250 per year (\$5,000 for an additional program and \$250 for the technology and client support fee) to include a third major grant program.

*** Fee includes a 3% administrative fee.

**** Fees for each additional fund/program will increase by 4% each of the subsequent three years. The Single Audit fee is included with the county audit fee.

Jackson County, MO --- Evaluation Scoring Sheet - Summary
RFP 80-21 --- Auditing Services

Recommendation Letter
Exhibit B

Criteria & Scoring	Respondent Name				
	AGH	BKD	CLA	RSM	RubinBrown
Section 1: Respondent Capability and Governmental Audit Experience (65%)					
1. a.) Response to RFP (5%)	5.00	4.00	5.00	4.00	5.00
1. b.) Governmental Audit Experience (30%)	28.38	28.63	26.75	28.63	29.13
1. c.) Audit Approach (15%)	13.88	12.88	11.88	12.13	14.63
1. d.) Qualifications of Staff (15%)	14.13	14.13	13.13	14.25	14.13
Total Points - Section 1	61.38	59.63	56.75	59.00	62.88
Section 2: References (10%)	9.13	9.25	9.50	9.50	9.75
Section 3: Pricing (25%)	25.00	23.00	22.00	9.00	17.00
Respondent Total - All Sections	95.50	91.88	88.25	77.50	89.63

Request for Proposals No. 80-21
Auditing Services
Opens: 2 PM CST 1/18/22

NO	DESCRIPTION	UNIT	QTY	BKD	CLA	Rubin Brown	RSM	AGH
				Kansas City, MO AMOUNT	St. Joseph MO AMOUNT	Kansas City, MO AMOUNT	Kansas City, MO AMOUNT	Overland Park Kansas AMOUNT

See bid

See bid

See bid

See bid

See bid

CERTIFICATION OF BID OPENING
BIDS WERE PUBLICLY
OPENED AND RECORDED

ON January 18, 2022, BY

Jodi H. Overland
CLERK OF THE LEGISLATURE

PURCHASING

Deborah A. Farnsworth

Request for Proposals No. 80-21
 Auditing Services
 Opens: 2 PM CST 1/18/22

Allen, Gibbs
 & Houlik
 Wichita, KS

NO	DESCRIPTION	UNIT	QTY	AMOUNT	AMOUNT	AMOUNT	AMOUNT
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See bid

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED

ON: January 18, 2022, BY
Debi H. Gauland
 CLERK OF THE LEGISLATURE
Richard J. Gansert
 PURCHASING

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Prosecuting Attorney to execute an Agreement with the Kansas City Board of Police Commissioners for anti-drug and anti-crime law enforcement activities and programs at a cost to the County not to exceed \$3,467,689.00.

RESOLUTION NO. 20888, February 28, 2022

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the voters of Jackson County, Missouri, renewed the sales tax to provide funding for the fight against illegal drugs and violent crime in our community; and,

WHEREAS, the proceeds and interest generated from this tax are deposited in a special Jackson County Anti-Crime Sales Tax Trust Fund that is segregated and not commingled with the general fund or any other special funds of the County; and,

WHEREAS, the voters and the Legislature authorized the Prosecuting Attorney, subject to approval by the Legislature, to contract with any organization or entity, whether public or private, which engages in anti-drug and anti-violent crime treatment activities; and,

WHEREAS, the Kansas City Board of Police Commissioners (KCPD) assists COMBAT's mission in Kansas City to create strong and safe communities, free from the dangers of illegal drugs and crime by their work by preventing and investigating crimes, and providing anti-drug and anti-crime law enforcement activities and programs; and

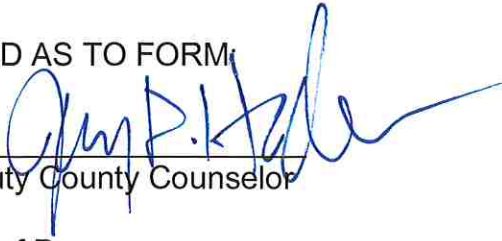
WHEREAS, the execution of an Agreement with KCPD is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Prosecuting Attorney be and is hereby authorized to execute the attached Agreement with KCPD, at a cost to the County not to exceed \$3,467,689.00; and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20888 of February 28, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 008 4153 56070
ACCOUNT TITLE: Anti-Crime Sales Tax Fund
Kansas City Police Department
Intergovernmental Agreements
NOT TO EXCEED: \$3,467,689.00



Date



Chief Administrative Officer

AGREEMENT

(2022 COMBAT- Kansas City Police Department)

AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "County", and, **KANSAS CITY BOARD OF POLICE COMMISSIONERS, 1125 LOCUST ST., KANSAS CITY, MO 64106**), hereinafter referred to as "the KCPD" made and entered into this _____ day of _____, 2022.

WHEREAS, in November 2016, the citizens of Jackson County, Missouri, approved the continuation of the anti-crime sales tax, commonly known as COMBAT, for promoting and providing public safety within Jackson County, including the prevention and treatment of drug abuse and addiction and the prevention, investigation, prosecution, and detention of violent criminals and drug dealers; and

WHEREAS, the mission of Jackson County COMBAT Commission is to strive to ensure a strong, safe community for its residents, free from violent crime through the use of prevention education, treatment services and support of the criminal justice system; and

WHEREAS, KCPD is an integral part of the criminal justice system with its work in the prevention and investigation of violent criminals and its anti-violence programs; and

WHEREAS, this Agreement provides a suitable mechanism by which the designated County funds shall be disbursed to the KCPD;

NOW THEREFORE it is agreed by and between the parties as follows:

1. **Payment.** The County agrees to pay to the KCPD a total amount not to exceed \$3,467,689.00. Upon execution of this agreement, KCPD may submit an invoice documenting costs incurred dating back to January 1, 2022. This award is contingent upon collection of sales taxes as budgeted at the time of the contract award. If COMBAT funds are reduced, contractor will be informed of necessary contract revisions, as provided for in this Agreement.
2. **Budget.** The County agrees and acknowledges that the KCPD shall use the proceeds of this Agreement, together with City funds and any federal or state grant funds which may have been awarded, to cover certain expenses of its anti-drug and anti-violence programs, all as is more fully set out in the document attached hereto as Exhibit A, Program Budget Page attached hereto. No such funds can be used to purchase, improve, refurbish or repair land, buildings or capital equipment.

3. **Audit.** The KCPD agrees that all proceeds of this Agreement shall be subject to audit by the County's Legislative Auditor or such other auditor as the County may designate. Additionally, the KCPD agrees to contract for the performance of a comprehensive audit in conformance with the Single Audit Act of 1984, and to forward two copies of the audit report to the Jackson County COMBAT Commission, one of which will be forwarded to the County's Department of Finance and Purchasing.
4. **Reporting.** The KCPD shall provide an annual program report at the end of each calendar year summarizing activities of its anti-drug and anti-violence programs to the Jackson County COMBAT Commission containing such particulars as said Commission might specify. The summary shall minimally include the following:
 - a. A brief description of the program(s) that is (are) funded and, where lawful and appropriate, related success stories, i.e., the number of participants enrolled in a program.
 - b. The position, unit, division, assignment that were funded by the Anti-Crime Sales Tax Fund, how those positions support and contributed to COMBAT's mission, and the percent effort or allocation of each position attributed to COMBAT. .
 - c. A brief description of operating expenses that were funded, and how they support COMBAT's mission.
5. **Media.** If the KCPD receives or obtains any media attention because of any programs funded by COMBAT monies, the KCPD is required to acknowledge that funding for the project is from COMBAT funds. Printed material involving this program shall contain the COMBAT logo and a COMBAT sign shall be posted at the program site(s) for the duration of the contract.
6. **Term.** This Agreement shall be effective as of January 1, 2022, and extend through December 31, 2022, for expenses incurred during the same time period.
7. **Indemnification.** The KCPD shall indemnify, defend, and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) to the extent allowable by law caused by the negligence or willful misconduct of the KCPD or its employees, agents or representatives.
8. **Default.** If the KCPD shall knowingly default in the performance or observation of any term or condition herein, the County shall give the KCPD ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after the KCPD receives written notice thereof, the County may at its

election terminate the Agreement and withhold any payments not yet made to the KCPD. Said election shall not in any way limit the County's or the KCPD's right to sue for breach of contract.

9. **Conflict of Interest.** The KCPD warrants that no officer or employee of the KCPD, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.
10. **Employment of Undocumented Workers Prohibited.** Pursuant to §285.530.1, RSMo, KCPD assures that it does not knowingly employ, hire for employment, or continue to employ undocumented immigrants to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, KCPD shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
11. **Termination.** This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days written notice to the party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or the KCPD may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by the KCPD to the County within ten (10) days of the termination of this Agreement.
12. **Unspent Allocation.** Any appropriated funds under this Agreement not invoiced by KCPD within 45 days from the expiration of this Agreement shall not be paid but shall remain in the COMBAT funds and these funds shall be subject to reappropriation. Such funds refer only to those funds that have not been committed for costs or purchases by purchase order, contract or other formal documentation.
13. **Goal for Minority Hiring and Employment.** Section 9304 of the Jackson County Code provides that any proceeds from the Anti-Crime Sales Tax creating jobs and employment shall have a twenty percent goal for minority hiring and employment. KCPD will make reasonable efforts to comply with this requirement when hiring personnel using proceeds from the Anti-Crime Sales Tax.
14. **Equal Opportunity Employment.** KCPD shall maintain policies of employment as follows:

- A. KCPD and KCPD's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin. KCPD shall take affirmative action as set forth to ensure that applicants are employed and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. KCPD agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- B. KCPD and KCPD's subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

15. **Training Requirement.** Any KCPD officer or employee who is partially or fully funded by the monies of this Agreement must participate in implicit bias training and trauma informed care training if they have not already received such training.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 2022.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

Bryan O. Covinsky
County Counselor

By: _____
Jean Peters Baker
Prosecuting Attorney

ATTEST:

**Board of Police Commissioners of
Kansas City, Missouri**

Mary Jo Spino
Clerk of the County Legislature

By: _____
Title: _____

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$3,467,689.00 which is hereby authorized.

Date

Director of Finance and Purchasing
Account No.008-4153-56070

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

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.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that KCPD, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, KCPD, does not knowingly employ any person who is an undocumented immigrant in conjunction with the contracted services.

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

Subscribed and sworn before me this _____ day of _____, 2022. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date

Request for Legislative Action

Res. #20888
Sponsor: Dan Tarwater III
Date: February 28, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20888
Sponsor(s):	Daniel T. Tarwater III	Legislature Meeting Date:	2/28/2022

Introduction

Action Items: ['Authorize']

Project/Title:

A resolution authorizing the County Prosecutor to execute an agreement, not to exceed \$3,467,689, with the Kansas City Board of Police Commissioners (KCPD), which are engaged in anti-crime and anti-violence law enforcement activities funded by the County's Anti-Crime Sales Tax Fund for the 2022 fiscal year.

Request Summary

A resolution authorizing the County Prosecutor to execute an agreement, not to exceed \$3,467,689, with the Kansas City Board of Police Commissioners (KCPD), which are engaged in anti-crime and anti-violence law enforcement activities funded by the County's Anti-Crime Sales Tax Fund for the 2022 fiscal year.

The KCPD, operating under the supervision of the Board of Police Commissioners, is the principal law enforcement agency serving Kansas City, Missouri. With its work in the prevention and investigation of crimes, and with its anti-violence programs, it assists in carrying out COMBAT's mission to assist in creating strong and safe communities, free from the dangers of illegal drugs and violent crimes. Funds for this agency (KCPD) are allocated by the Legislature adoption of the 2022 Budget (Ordinance 5570, Floor Admendment, December 13, 2021).

Contact Information

Department:	COMBAT	Submitted Date:	2/15/2022
Name:	Keron E. Hopkins	Email:	KHopkins@jacksongov.org
Title:	Budget Coordinator	Phone:	816-881-1415

Budget Information

Amount authorized by this legislation this fiscal year:	\$3,467,689
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$3,467,689
Is it transferring fund?	No
Single Source Funding:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	4153 (Kansas City Police Department)	56070 (Intergovernmental Agreements)	\$3,467,689

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20666	May 3, 2021

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

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

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

Request for Legislative Action

History

Keron E. Hopkins at 2/15/2022 12:21:29 PM - [Submitted |]
Department Director: Vince M. Ortega at 2/15/2022 2:10:49 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/15/2022 3:02:40 PM - [Not applicable |]
Compliance: Katie M. Bartle at 2/16/2022 10:37:36 AM - [Approved |]
Finance (Budget): Mark Lang at 2/16/2022 11:40:24 AM - [Approved | The fiscal note is attached.]
Executive: Sylvia Stevenson at 2/16/2022 2:23:21 PM - [Approved |]
Legal: Elizabeth Freeland at 2/24/2022 10:46:30 AM - [Approved |]

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 415322001 000

Date: February 16, 2022

RES #	20888
eRLA ID #:	409

[illegible]

APPROVED

By Mark Lang at 11:39 am, Feb 16, 2022

Budget Office

Exhibit A - Program Budget

Kansas City Board of Police Commissioners_non-LESBI (January 1, 2022– December 31, 2022)

Budget Categories	COMBAT Program Budget
Personnel – Salaries	\$ 1,538,500
Fringe Benefits	\$ 944,000
Overtime	\$ 300,000
Telephone Service	\$ 8,000
Vehicle Lease	\$ 97,920
Investigative Expense	\$ 180,000
Fuel	\$ 50,000
Minor Equipment	\$ 349,269
TOTAL BUDGET	\$ 3,467,689

Funds may not be used:

- *To purchase, improve, refurbish, or repair land, building, or capital equipment (Sec. 9304).
- *For capital improvements (Article 6, Section 23 of the Mo. Constitution).
- *For functions that have traditionally been performed by volunteers.
- *For computers.
- *For alcoholic beverages.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$800,000.00 within the 2022 County Improvement Fund and authorizing the County Executive to execute an Amendment to the Cooperative Agreement with the Community Services League of Independence, MO, to provide relocation services funding in connection with the detention center project at a cost to the County not to exceed \$800,000.00.

RESOLUTION NO. 20889, February 28, 2022

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, by Resolution 20721, dated July 12, 2021, the Legislature did authorize the County Executive to execute a commercial real estate sales contract with Park Holdings, Inc., of Wichita, KS, for the purchase of a property located at 7000 E. 40 Highway, Kansas City, MO, for use as the site for a new Jackson County Detention Center, at a cost to the County not to exceed \$7,050,000.00; and,

WHEREAS, due to the purchase of the tract, and future construction for a new Jackson County detention center, residents of the Heart Village Mobile Home Park formerly located on this tract are scheduled to be relocated by February 28, 2022; and,

WHEREAS, by Resolution 20739, dated August 23, 2021, the Legislature did authorize the County Executive to execute a Cooperative Agreement with the Community Services League (CSL) to provide relocation services funding on behalf of Jackson County; and,

WHEREAS, CSL is providing specialized housing and relocation assistance through the use of social workers, relocation specialists, and housing assistance funds; and,

WHEREAS, the execution of an Amendment to the Cooperative Agreement with CSL will provide additional funding, in an amount not to exceed \$800,000.00, for relocation services and support for the families and individuals who still remain in the former mobile home park; and,

WHEREAS, the execution of such an Amendment is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
County Improvement Fund DTCH Repairs & Improvements 013-1241	58020- Building & Improvements	\$800,000	
Fac. Mgmt.- New Detention Center 013-1214	56150- Relocation Cost		\$800,000

and,

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute an Amendment to the Cooperative Agreement with CSL, in a form to be approved by the County Counselor; and,

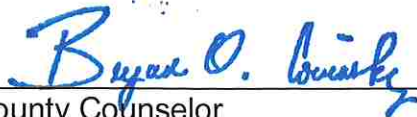
BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20889 of February 28, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 013 1241 58020
ACCOUNT TITLE: County Improvement Fund
DTCH Repairs & Improvements
Buildings & Improvements
NOT TO EXCEED: \$800,000.00

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

ACCOUNT NUMBER: 013 1214 56150
ACCOUNT TITLE: County Improvement Fund
DTCH Repairs & Improvements
Relocation Cost
NOT TO EXCEED: \$800,000.00

2/24/2022
Date


Chief Administrative Officer

Request for Legislative Action

Res. #20889

Sponsor: Charlie Franklin

Date: February 28, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20889
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	2/28/2022

Introduction

Action Items: ['Authorize', 'Amend', 'Transfer']

Project/Title:

Transferring an additional \$800,000 from budgeted funds within the County Improvement Fund and authorizing the County Executive to amend an existing cooperative agreement with the Community Services League of Independence, MO for continued relocation services at Heart Mobile Home Village for total funding of \$2,500,000.

Request Summary

This resolution authorizes an \$800,000 transfer from existing budgeted funds in the County Improvement Fund to complete relocation of 106 households at the former Heart Village Mobile Home Park which will become the site of the new Jackson County Detention Center. The source of funds is from the cancellation of the 5th Floor renovation project at the Downtown Courthouse which will be deferred until the County can complete the replacement of the existing HVAC, and other utility systems in the building. This funding will support the relocation costs of the approximately 30 remaining families in the park. Resolution #20739 allocated \$1,700,000 with the assumption that most trailer owners would relocate to a nearby trailer park. Costs associated with relocating mobile home owners greatly exceeded those initial estimates as most residents opted to move to more distant trailer parks. Costs for moving these and setting up these trailers is now averaging \$20,000 per household. The County has also incurred significant additional costs for security, utilities, and garbage removal. Under the relocation plan, renters at the park received an average of \$10,600 per household, and owners at the trailer park received at least \$20,000 plus all moving costs if necessary.

Contact Information

Department:	Public Works	Submitted Date:	2/15/2022
Name:	Troy Schulte	Email:	TSchulte@jacksongov.org
Title:	County Administrator	Phone:	816-881-1079

Budget Information

Amount authorized by this legislation this fiscal year:	\$800,000
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$800,000
Is it transferring fund?	Yes
Transferring Fund From:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
013 (County Improvement Fund)	1241 (DTCH Repairs & Improvements)	58020 (Buildings & Improvements)	\$800,000
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
013 (County Improvement Fund)	1214 (Fac. Mgmt. New Detention Center)	56150 (Relocation Cost)	\$800,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20739	August 23, 2021
20721	July 12, 2021

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: NOT BID - NOT REVIEWED	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

the budget information tab.

History

Troy Schulte at 2/15/2022 12:46:53 PM - [Submitted |]
Department Director: Brian Gaddie at 2/16/2022 1:20:37 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/16/2022 1:33:34 PM - [Not applicable |]
Compliance: Katie M. Bartle at 2/16/2022 1:53:22 PM - [Approved |]
Finance (Budget): Mark Lang at 2/16/2022 3:56:28 PM - [Approved | The fiscal note is attached.]
Executive: Sylvia Stevenson at 2/17/2022 11:19:31 AM - [Approved |]
Legal: Elizabeth Freeland at 2/24/2022 11:05:59 AM - [Approved |]

Fiscal Note:

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

PC# 124122002 000

Date: February 16, 2022

RES #	20889
eRLA ID #:	410

Org Code/Description	Object Code/Description	From	To
013	County Improvement Fund		
1241	DTCH Repairs & Improvements	58020	Buildings & Improvements
		\$ 800,000	\$ -
1241	DTCH Repairs & Improvements	56150	Relocation Cost
		-	800,000
		\$ 800,000	\$ 800,000

Fiscal Note:

This expenditure was included in the Annual Budget

PC#

Org	Code/Description	Object	Code/Description	Not to Exceed
013	County Improvement Fund			
1241	DTCH Repairs & Improvements	56150	Relocation Cost	\$ 800,000
APPROVED				\$ 800,000

APPROVED
By Mark Lang at 3:55 pm, Feb 16, 2022

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to execute a Continuing Education Service Agreement with the Metropolitan Community College of Kansas City, MO, for use by the Parks + Rec Department, at an actual cost to the County in the amount of \$4,400.00.

RESOLUTION NO. 20890, February 28, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a continuing need for its rangers to maintain their state certification as Missouri peace officers; and,

WHEREAS, the Department proposes to use a facility of Metropolitan Community College of Kansas City, MO, to conduct the training necessary to maintain certification; and,

WHEREAS, the attached Continuing Education Service Agreement with the Metropolitan Community College, which includes an indemnification provision that requires legislative approval, adequately sets out the rights and obligations of the County in this regard; and,

WHEREAS, the execution of this agreement is in the best interest of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute the attached Continuing Education Service Agreement with the Metropolitan Community College of Kansas City, MO; and,


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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20890 of February 28, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

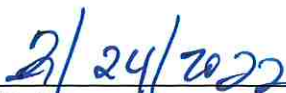
Absent _____

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: 028 1605 56750
ACCOUNT TITLE: Law Enforcement Training Fund
Park Safety
Education Benefits
NOT TO EXCEED: \$4,400.00



Date



Chief Administrative Officer

CONTINUING EDUCATION SERVICE AGREEMENT

This Continuing Education Service Agreement (Agreement) is by and between the Metropolitan Community College Kansas City, Missouri a/k/a Metropolitan Community College (MCC) having a principal address at 3200 Broadway, Kansas City, Missouri, 64111, on behalf of its MCC Blue River Campus Police Academy (Academy) and Jackson County Parks & Recreation (Client), having a principal address at 22807 South West Chapel Road, Blue Springs, Missouri 64015.

MCC, through its Academy, is a Missouri Department of Public Safety approved provider through its Peace Officers Standards and Training Commission (POST) of basic and advanced education and training to students/cadets desiring to be commissioned peace officers in the State of Missouri. MCC develops and /or provides continuing education courses, programs, seminars and training for commissioned peace officers in the State of Missouri. Client desires to retain the services of MCC's Academy to provide continuing education courses, programs, seminars and training to its law enforcement personnel.

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Scope of Services. MCC shall publish in a timely manner an annual listing of continuing education courses, programs, seminars and training [Program(s)] offered by its Academy to Client throughout the year. MCC shall provide:

- i. up to 24 hours of in-house continuing education training for each Client employee covered under this Agreement;
- ii. a prorated share of available seats in all courses, based upon paid number of Client's eligible personnel, with the opportunity for additional seats if available;
- iii. the necessary materials for the Programs; and
- iv. transcript services for above referenced in-house training, to include certification and state reporting.

2. Records. MCC shall maintain all records, lesson plans, source documents, attendance records, and all Client documents required by the Department of Public Safety and POST Commission.

3. Fees. For and in consideration of the services herein, Client shall pay MCC, at the rate of two hundred dollars (\$200.00) per Client employee, within thirty (30) days of Client's receipt of MCC's invoice. Payments shall be sent to MCC as follows:

Attn: Letonia L. Torrence
MCC-Workforce and Economic Development
3444 Broadway Boulevard
Kansas City, Missouri 64111

MCC reserves the right to change the fees, to be effective with the subsequent contract term, provided that written notice is given to Client at least sixty (60) days prior to the end of the then current one-year term.

4. Term, Termination.

4.1. The initial term of this Agreement shall be from the date of signature through December 31, 2022. This Agreement may be renewed for additional 1-year terms upon the mutual written agreement of the parties.

4.2. The parties agree that a termination without cause shall not be effective against any student participating in a Program at the date the notice was mailed, until such student has completed the learning plan as mutually agreed upon.

4.3. Either party shall have the right to immediately terminate this Agreement in the event the other party commits a material breach of its obligations under this Agreement and does not remedy the breach within ten (10) days of receiving written notice of the breach.

5. Eligible Client Personnel. Each year before this Agreement's renewal date, the Client shall provide to Academy a list of personnel who will be eligible to participate in the Programs. Additions to the list of personnel may be made at any time during the Agreement, as long as payment in full for the additional personnel is received by MCC prior to such personnel attending any scheduled Programs.

6. Program Development. The Programs are developed by MCC with input from the Academy's Advisory Board and satisfies the requirements of the State of Missouri. In developing the Programs, the MCC retains the right to:

- i. maintain complete control over the selection and content of the Programs and instruction;
- ii. determine the minimum and maximum number of enrollees for each Program;
- iii. cancel, with sufficient notice, any particular Program session due to insufficient enrollment; and
- iv. determine the time and location of each Program session.

7. No Waiver. No provision herein shall be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to either party under applicable state governmental immunities law.

8. Indemnity. To the extent permitted by Missouri law and not inconsistent with sovereign immunity, Client shall indemnify, defend, and hold MCC, its trustees, officers, employees, agents, and representatives harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability, actual or claimed, including reasonable attorneys' fees, for injury or damage to persons or loss or damage to property occurring or allegedly occurring in connection with any action, inaction, or conduct committed by Client or by its officers, directors, employees, students, volunteers, agents, or representatives during the term of this Agreement.

9. Force Majeure.

(a) If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this Agreement (the "Nonperforming Party") will be excused from performing those obligations, on condition that: (1) the Nonperforming Party used reasonable efforts to perform its obligations; (2) the Nonperforming Party's inability to perform its obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstances giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under Subsection (c).

(b) “Force Majeure Event” means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Agreement.

(c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of the Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.

10. No Third Party Beneficiary Rights. No third party may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, MCC or Client in this Agreement. Nothing in this Agreement, whether express or implied, is intended to create any rights or remedies on any third party beneficiary.

11. Severability. If for any reason, any term, covenant, or condition hereof shall be determined to be invalid or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall not be affected thereby.

12. Powers and Authority. Neither party may sign any document, perform any act, or make any commitment nor undertaking on behalf of the other party without such other party's express written consent.

13. Non-Discrimination. The parties agree that no person shall be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in the performance of this Agreement on the ground of race, color, religion, age, sex, sexual orientation, gender identity, disability, national origin, veteran status or any other status protected by applicable law. **The parties shall also abide by the requirements of 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

14. Anti-Discrimination Against Israel. In accordance with Missouri Revised Statute Section 34.600, titled the “Anti-Discrimination Against Israel Act,” each party certifies it is not currently actively or indirectly engaged in and shall not, for the duration of this Agreement, actively or indirectly engage in a boycott of goods or services from the State of Israel and shall otherwise comply with the provisions of R.S.Mo. § 34.600.

15. Order of Precedence. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any exhibit, invoice, purchase order, website or other document attached hereto or incorporated herein by reference, the terms and conditions of this Agreement shall govern.

16. Notices. All communications relating to this Agreement shall be in writing and may be (i) hand delivered, (ii) sent by overnight courier, (iii) shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, or (iv) upon confirmation of receipt when sent by electronic mail to the parties at the addresses written below.

Notices to MCC shall be sent to:

Attn: Letonia L. Torrence
MCC-Workforce and Economic Development
3444 Broadway Boulevard
Kansas City, Missouri 64111
Email address for notices: wedfes@mcckc.edu

Notices sent to Client shall be sent to:

Attn: Jordin Mahnke
Jackson County Park Rangers
Email address for notices: JMahnke@jacksongov.org.

17. No Debarment. Client represents that it is not debarred or suspended from doing business with the federal government and/or any state government, and shall notify MCC if it becomes debarred or suspended during the Term of this Agreement.

18. Governing Law. This Agreement is governed by and construed in accordance with the substantive laws of the State of Missouri, without regard to choice of law principals. The exclusive forum for all disputes, claims, causes, and actions arising under this Agreement shall be Kansas City, Jackson County, Missouri.

19. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

20. Execution. This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. No member or officer of MCC incurs personal liability by the execution or default of this Agreement. All such liability is released by Client as a condition of and consideration of the execution of this Agreement.

The parties have caused this Agreement to be executed by their authorized representatives on the day and year written below.

**Junior College District of Metropolitan
Kansas City, Missouri**

**Jackson County, Missouri
Director of Finance and Purchasing**

By: _____

By: _____

Name: Suzanne Gochis

Name: _____

Title: Vice Chancellor of Instructions / CAO

Title: _____

Date: _____

Date: _____

Request for Legislative Action

Resolution: 20890
Sponsor: Tony Miller
Date: February 28, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20890
Sponsor(s):	Tony Miller	Legislature Meeting Date:	2/28/2022

Introduction

Action Items: ['Authorize']

Project/Title:

Authorizing a Continuing Education Service Agreement with the Metropolitan Community College of Kansas City, Missouri for use by the Parks + Rec Department (Previous RLA #20579;12/7/2020)

Request Summary

Parks + Rec Department, Park Rangers require training for the Park Rangers to maintain their State Certification for Missouri Peace Officers.

Parks + Rec Department is seeking Legislative approval of a Continuing Education Service Agreement with the Metropolitan Community Colleges for training of Park Rangers due to indemnification language in the agreement, second page, item eight.

The costs for the training will be \$4,400 in 2022.

Contact Information

Department:	Parks + Rec	Submitted Date:	2/10/2022
Name:	Joseph Piccinini	Email:	Jpiccinini@jacksongov.org
Title:	Superintendent of Park Safety	Phone:	816-503-4892

Budget Information

Amount authorized by this legislation this fiscal year:			\$4,400
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$4,400
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
028 (Law Enforcement Training Fund)	1605 (Park Safety)	56756 (Training Expense)	\$4,400

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20579	December 7, 2020

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

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

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

Request for Legislative Action

History

Joseph Piccinini at 2/10/2022 9:34:20 AM - [Submitted |]
Department Director: Michele Newman at 2/12/2022 8:04:22 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/14/2022 9:07:00 AM - [Returned for more information | Please state that you are bringing the agreement for approval because of the indemnification in the agreement]
Submitter: Jordin Mahnke at 2/14/2022 9:16:47 AM - [Submitted |]
Department Director: Michele Newman at 2/14/2022 3:30:34 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/14/2022 4:09:43 PM - [Approved |]
Compliance: Katie M. Bartle at 2/14/2022 4:26:02 PM - [Approved |]
Finance (Budget): Mark Lang at 2/14/2022 4:46:38 PM - [Returned for more information | Please remove "and be paid as a direct payment" from the last sentence of the "request summary" on the first tab.]
Submitter: Jordin Mahnke at 2/15/2022 7:31:49 AM - [Submitted |]
Department Director: Michele Newman at 2/17/2022 9:05:11 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 2/17/2022 10:46:53 AM - [Approved |]
Compliance: Katie M. Bartle at 2/17/2022 11:11:52 AM - [Approved |]
Finance (Budget): Mark Lang at 2/17/2022 12:23:08 PM - [Approved | The fiscal note is attached.]
Executive: Sylvia Stevenson at 2/17/2022 12:42:20 PM - [Approved |]
Legal: Elizabeth Freeland at 2/24/2022 10:45:02 AM - [Approved |]

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 160522001 000

Date: February 17, 2022

RES #	20890
eRLA ID #:	404

<u>Org Code</u>	<u>Description</u>	<u>Object Code</u>	<u>Description</u>	<u>Not to Exceed</u>
028	Law Enforcement Training Fund			
1605	Park Safety	56756	Training Expense	\$ 4,400
				\$ 4,400

APPROVED

By Mark Lang at 12:20 pm, Feb 17, 2022

Budget Office



JACKSON COUNTY Parks + Rec

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

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

MMC Contract
Ranger Training
February 8, 2022

The Ranger Division has used The Metropolitan Community College Blue River Police Academy, for our Continuing Education Credits (CEU), for over 10 years. The CEU's are mandated by Missouri Peace Officers Standards and Training, (POST), in order for Park Rangers to maintain their State Certification. Like all Missouri Peace Officers, Rangers are required to obtain 24 credit hours each year for certification and Blue River accommodates those hours in 3 days of training.

The Blue River Academy has supplied training that has met the ranger division expectations. The instructors are knowledgeable and subject matter experts. They are guided by Missouri POST, so all of the training is POST approved. The training is reasonably priced at approximately \$200.00 per ranger per year. The academy is a part of the Metropolitan Community College system and is conveniently located at the Blue River Campus just minutes from the ranger station.

Chief Joe Piccinini
Superintendent of Park Safety and Enforcement
Jackson County Parks + Rec



Frank White, Jr., County Executive



Metropolitan Community College

Blue River

Invoice No.

INVOICE

Customer

Name Jackson County Parks & Rec
Address 22807 SW Woods Chapel Rd
City Blue Springs **State** MO **Zip** 64015
ATTN: Jordin Mahnke

Date: 2/9/2022

Due Date:

Description	Item Total
Continuing Education Contract	
Contract Dates: 1/1/22-12/31/22	
Ranger List	
Joe Piccinini	\$ 200.00
Larry Niederschulte	\$ 200.00
Aaron Gunzel	\$ 200.00
Mark Houston	\$ 200.00
Kaitlyn Bogacz	\$ 200.00
Casey O'Leary	\$ 200.00
Casey Long	\$ 200.00
Dianna Reynolds	\$ 200.00
Robert Green	\$ 200.00
Daniel Scott	\$ 200.00
Uriah Daniels	\$ 200.00
Mason Schriver	\$ 200.00
Matthew Mader	\$ 200.00
Phillip Barragan	\$ 200.00
Steven Vermillion	\$ 200.00
Julian Grigsby	\$ 200.00
Aaron Brintnall	\$ 200.00
Cassandra Hart	\$ 200.00
John Chick	\$ 200.00
Jessie Burd	\$ 200.00
Vacant	\$ 200.00
Vacant	\$ 200.00
Please send payments to the address below, Attn: Make checks payable to Metropolitan Community College	
TOTAL	\$ 4,400.00

20301 E 78 Highway · Independence, MO 64057-2053
Phone: 816.604.5228 · Email: daniel.davis@mcckc.edu

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, February 28, 2022, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 20891, February 28, 2022

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, February 28, 2022, during the regularly scheduled meeting of the Legislature; and,

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

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

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, February 28, 2022, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20891 of February 28, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



FRANK WHITE, JR.
Jackson County Executive

EXECUTIVE ORDER NO. 22-05

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

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

DATE: February 23, 2022

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

RECEIVED
FEB 24 2022
JWR
1:15 pm

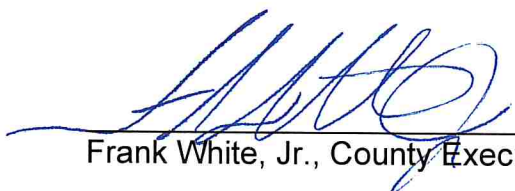
Pursuant to chapter 82 of the Jackson County Code, I hereby make the following reappointments and appointment to the Jackson County Community Children's Services Fund Board of Directors:

The Honorable Ann Mesle is reappointed as a District 1 member for a new term to expire March 31, 2025.

Jessica R. Ramirez is reappointed as a District 5 member for a new term to expire March 31, 2025.

Amy Moore Harris is appointed as a District 4 member to fill an unexpired term occasioned by the resignation of Dr. Robert Bartman, Ed. D. for a term to expire March 31, 2024. A copy of Ms. Harris' resume is attached.

Date: 2/23/22


Frank White, Jr., County Executive



Amy Moore Harris

• Email: amymooreharris@gmail.com

Work Experience:

- **EVP, Chief Legal Officer**

UMB Financial Corporation, Kansas City, Missouri, January 2021-Present

Responsibilities: Manage staff and operations of UMB Financial Corp.'s legal function. In charge of management, strategic planning, process improvement, and operations for UMB's legal team of 25+ attorneys and staff. Regularly coordinate with and counsel executive leadership across organization. Develop relationship between legal team and line of business clients.

- **SVP, Deputy General Counsel and Manager of Legal Operations**

UMB Financial Corporation, Kansas City, Missouri, January 2020-January 2021

Responsibilities: Act as chief of staff for UMB's General Counsel. In charge of strategic planning, process improvement, and operations for UMB's legal team of 23 attorneys and 6 staff members. Regularly coordinate with and counsel executive leadership across organization. Manage team of attorneys and professionals that handle all litigation and employment law matters for UMB Fin. Corp. and its subsidiaries. Develop relationship between legal team and line of business clients.

- **SVP, Corporate Counsel and Manager of Judicial Compliance**

UMB Financial Corporation, Kansas City, Missouri, Oct. 2014-January 2020

Responsibilities: Manage litigation and legal process for UMB Financial Corporation and its subsidiaries, including employment law matters. Manage team of attorneys, paralegals and associates that handle litigation and respond to subpoenas, levies, executions and garnishments for UMBFC and subsidiaries. Provide crisis management guidance. Manage outside counsel relationships, selection, spend and rate structure.

- **Associate Attorney**

Walters Bender Strohbehn & Vaughan, P.C., Kansas City, Missouri, Nov. 2012- Oct. 2014

Responsibilities: Litigation Associate. Research legal issues-common law and regulatory; educate and counsel clients; draft motions and responsive pleadings; appear and present argument at hearings. Actively take part in cases from start to finish.

- **Judicial Law Clerk to the Honorable Justine Del Muro**

Jackson County Circuit Court- Division 4, Kansas City, Missouri, Jan. 2011-Nov. 2012

Responsibilities: Clerk to trial Judge. Address issues such as proper service of process, the timeliness of filing an answer or response, and whether a petition states a cause of action. Possess a first-hand knowledge of local and Supreme Court rules; assist the Judge in ruling on dispositive motions and a variety of discovery motions; work closely with lawyers to assist them in navigating the Judge's policies and procedures.

Educational Background:

- **University of Missouri- School of Law, Columbia, Missouri**

J.D.: May, 2010

- **University of Central Missouri (formerly CMSU), Warrensburg, Missouri**

B.S., Political Science, cum laude: December, 2006

Awards/Community Service/Involvement:

Ingram's 40 Under 40- Class of 2021

Up & Coming Attorney, 2017- Missouri Lawyers Weekly

Lazarus Ministries KC- Board Member since 2021, Volunteer since 2016

KC Big Brothers Big Sisters- Mentor/Big Sister for Kaufmann Scholars Program 2014-2016

Sue Shear Women's Leadership Academy: Member since 2006

Professional Affiliations:

AWLKC- Denise Henning Connections Group Member from 2013-2018, ongoing AWL member

Central Exchange- Emerging Leaders Class of 2020

Corporate Legal Operations Consortium- Member since 2020

Association of Corporate Counsel- Member since 2017

References:

- **Kate Nolen**
Lathrop Gage, Of Counsel
- **Kelly McCambridge**
McCambridge Law, Partner
- **Megan Mercer**
UMB Financial Corporate, SVP, Corporate Counsel



FRANK WHITE, JR.
Jackson County Executive

EXECUTIVE ORDER #22-06

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

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

DATE: February 23, 2022

RE: APPOINTMENT TO THE PLAN COMMISSION

RECEIVED

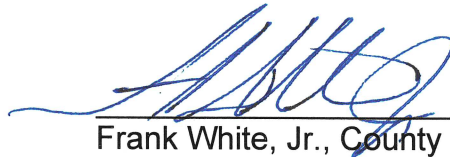
FEB 24 2022

MARY JO SPINO
COUNTY CLERK

JWK
@ 9:35 am

I hereby make the following appointment to the Plan Commission:

Andy E. Johnson is appointed to fill an unexpired term occasioned by the resignation of Janet Mershon representing the unincorporated area of Jackson County for a term to expire December 31, 2025. A copy of Mr. Johnson's resume is attached.



Frank White, Jr., County Executive

Dated: 2/23/22

ANDREW JOHNSON

36311 E. Casey Rd. Lone Jack, MO 64070 ·
Plumber1963andy@gmail.com

EXPERIENCE

1981 – PRESENT

JOURNEYMAN PLUMBER, PLUMBERS AND GASFITTERS LOCAL #8

Served several positions including the following: apprentice, journeyman, Recording Secretary, Vice President, E-board, Business Representative, instructor, and more.

EDUCATION

GRADUATED 1981

DIPLOMA, TRUMAN HIGH SCHOOL

JOURNEYMAN PLUMBER LICENSE

THROUGH 4 YEAR APPRENTICESHIP AT PLUMBERS AND GASFITTERS LOCAL #8

CREDENTIALS & ACTIVITIES

- 46 YEAR Jackson County Resident
- Lived in Lone Jack since 2017
- Married 38 years to Wendy
- 3 adult kids and 5 grandkids