



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

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

201 West Lexington, 2nd Floor
Independence, MO 64050

November 4 – November 10, 2022

- 11-04-2022 Friday NO MEETINGS –
- 11-07-2022 Monday NO ANTI-CRIME, HEALTH & ENVIRONMENT, INTER-GOVERNMENTAL AFFAIRS, JUSTICE & LAW ENFORCEMENT, LAND USE, PUBLIC WORKS, RULES OR 911 OVERSIGHT COMMITTEE
- 9:50 A.M. Finance & Audit Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- 9:55 A.M. Budget Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- The Budget Committee will have a public hearing regarding Ordinances #5694.
- 10:00 A.M. LEGISLATIVE MEETING -
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- Closed meeting per Resolution #21085
- 11-08-2022 Tuesday NO MEETINGS –
- 11-09-2022 Wednesday NO MEETINGS –
- 11-10-2022 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.



COVID-19 UPDATE REPORT

Jackson County Health Department — Nov. 2, 2022

Source	New Cases per 100k	COVID-19 Hospital Admissions	Level of Transmission	Context
CDC	90.33	7.4 per 100k	Low	Includes all of Jackson County

Find COVID-19 recommendations by CDC Community Level (low, medium, high) [here](#).

COVID-19 Case Rate



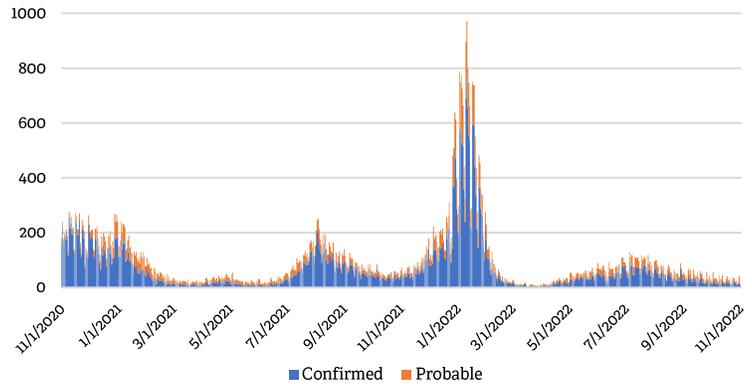
66.3

7-day case rate per 100,000

20.2%

decrease over previous 4 weeks

COVID-19 Cases in EJC, Nov. 2020 – Nov. 2022



Hospitalizations



74

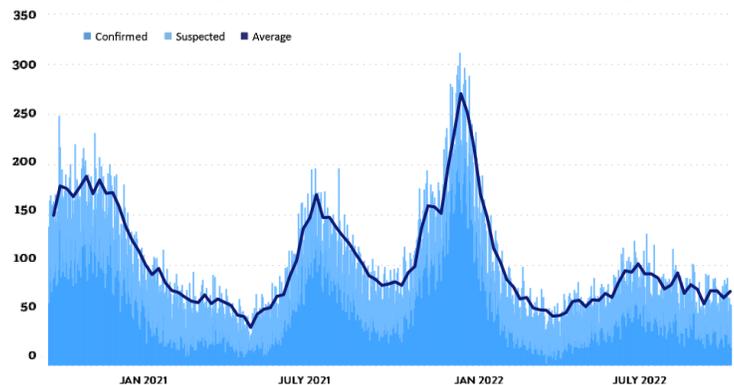
new daily avg. hospitalizations

9.3%

increase from previous week*

*Incomplete data — 24 out of 27 hospitals reported data for this time period.

Daily Average New Hospitalizations, MARC Region



Jackson County Vaccinations

% First Dose Only	% Completed Vaccination	% Up-to-Date*	Doses Administered by JACOHD
64.19%	57.70%	3.23%	90,428

COVID-19 Deaths in Eastern Jackson County

Change in COVID-19 Deaths	% Overall COVID-19 Case Fatality	Total COVID-19 Deaths
+3	1.06%	845

The health department continues to offer weekly COVID-19 testing and vaccination — jacohd.org/events. Metro vaccine sites are available at vaccinatekc.org. [Click here](#) to view the KCMO COVID-19 Dashboard for more vaccination and case rate information.

Response Notes

The health department is now offering the **bivalent (updated) COVID-19 boosters** to those ages 12+ at our clinic. These updated vaccines are tailored to fight the BA.4 and BA.5 omicron variants, which make up almost all new cases in the US. [Click here](#) to learn more!

This week we had 221 new cases. The 7-day case rate decreased from 69.6 (week of 10/16) to 66.3 (week of 10/23).

The Health Department is actively distributing free rapid tests and masks to community members and partners. Residents can visit <https://jacohd.org/masks/#section1> or call (816) 404-6416 to find the nearest location where these resources are available.

*Up-to-date vaccination status is now defined as the percent of the EJC population aged 5+ that has received a bivalent booster. Vaccination records are current as of 10/12/22.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE transferring \$95,855.00 within the 2022 General Fund, appropriating \$373,233.00 from the undesignated fund balance of the 2022 Anti-Crime Sales Tax Fund, and authorizing an extension to the Victims of Crime Act Grant for use by the Prosecuting Attorney's Office's Victim Services Program.

ORDINANCE NO. 5695, November 7, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, by Ordinance 5651, dated August 15, 2022, the Legislature did authorize the acceptance of a grant in the amount of \$138,689.00 awarded by the Missouri Department of Social Services for the Victims of Crime Act (VOCA) grant, for the period April 1, 2022, through September 30, 2022; and,

WHEREAS, the Missouri Department of Public Safety has now awarded additional grant funds in the amount of \$277,378.00, and authorized a further twelve-month extension to the VOCA grant, through September 30, 2023; and,

WHEREAS, this additional allocation requires local matching funds in the amount of \$95,855.00 to cover the unfunded portions of the program; and,

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

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Prosecuting Attorney 001-4101	55094- Salary Savings	\$ 95,855	
Operating Transfers 001-9100	56105- Operating Transfers		\$95,855
Anti-Crime Sales Tax Fund VOCA 008-4139	47070- Inter Fund Transfers	\$ 95,855	
008-4139	45941- Increase Revenues	\$277,378	
010-9999	32810- Undesignated Fund Balance		\$373,233
010-9999	32810- Undesignated Fund Balance	\$373,233	
VOCA 010-4139	55010- Regular Salaries		\$277,493
010-4139	55040- FICA Taxes		\$ 21,228
010-4139	55050- Pension Contributions		\$ 31,967
010-4139	55060- Insurance Benefits		\$ 42,545

and,

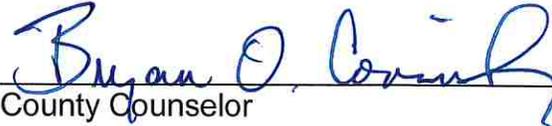
BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that all County officials be and hereby are authorized to execute any and all documents and take any other actions necessary to give effect to this Ordinance.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5695 introduced on November 7, 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. 5695.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 001 4101 55094
ACCOUNT TITLE: General Fund
Prosecuting Attorney
Salary Savings
NOT TO EXCEED: \$95,855.00

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

ACCOUNT NUMBER: 010 9999 32810
ACCOUNT TITLE: Anti-Crime Sales Tax Fund
Undesignated Fund Balance
NOT TO EXCEED: \$277,378.00

11/2/2022
Date


Chief Administrative Officer

Request for Legislative Action

Ord. #5695
Sponsor: Tony Miller
Date: November 7, 2022

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5695
Sponsor(s):	Tony Miller	Legislature Meeting Date:	11/7/2022

Introduction
Action Items: ['Appropriate', 'Transfer']
Project/Title:
Ordinance transferring and appropriating additional funds for the acceptance of a twelve month extension of the VOCA Grant awarded to the Jackson County Prosecutor's Office by the Missouri Department of Social Services.

Request Summary
Request the appropriation of \$277,378.00 in additional funds awarded to Jackson County by the Missouri Department of Social Services for a twelve month extension of the VOCA Grant. This extension and increase will continue to partially fund six victim advocates through 9/30/23. To complete this project, the Prosecutor's Office will provide an additional \$95,855 to pay for the unfunded portion of the encumbants.
Please transfer \$95,855 from 001-4101-55010 and appropriate \$277,378 into the following accounts:
008-4139-55010 Regular Salaries \$277,493
008-4139-55040 FICA Taxes \$21,228
008-4139-55050 Pension Contribution \$31,967
008-3149-55060 Insurance Benefits \$42,545

Contact Information			
Department:	Prosecuting Attorney	Submitted Date:	9/22/2022
Name:	Gina Robinson	Email:	grobinson@jacksongov.org
Title:	Chief of Operations	Phone:	816-881-3369

Budget Information	
Amount authorized by this legislation this fiscal year:	\$373,233
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$373,233
Is it transferring fund?	Yes
Transferring Fund From:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$277,378
001 (General Fund)	4101 (Prosecuting Attorney)	55010 (Regular Salaries)	\$95,855
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	4139 (VOCA)	55010 (Regular Salaries)	\$277,493
008 (Anti-Crime Sales Tax Fund)	4139 (VOCA)	55040 (FICA Taxes)	\$21,228
008 (Anti-Crime Sales Tax Fund)	4139 (VOCA)	55050 (Pension Contribution)	\$31,967
008 (Anti-Crime Sales Tax Fund)	4139 (VOCA)	55060 (Insurance Benefits)	\$42,545

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5651	August 15, 2022
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: Not spending money	
MBE:	.00%
WBE:	.00%

Request for Legislative Action

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

Submitted by Prosecuting Attorney requestor: Gina Robinson on 9/22/2022. Comments:

Approved by Department Approver Jean Peters Baker on 9/26/2022 10:42:20 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 9/26/2022 11:17:31 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 9/26/2022 2:55:31 PM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 9/28/2022 8:37:30 AM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvania Stevenson on 9/28/2022 12:06:34 PM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 10/3/2022 8:47:12 AM. Comments: Returned per Sarah Matthes request.

Submitted by Requestor Tina M. Wise on 10/3/2022 10:10:49 AM. Comments:

Approved by Department Approver Jean Peters Baker on 10/3/2022 10:15:24 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 10/3/2022 11:30:34 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/3/2022 3:08:03 PM. Comments:

Returned for more information by Budget Office Approver Sarah L. Matthes on 10/4/2022 7:49:44 AM. Comments: Revised Fiscal Note Attached. Please change 55094 to 55010.

Submitted by Requestor Tina M. Wise on 10/10/2022 10:29:26 AM. Comments:

Approved by Department Approver Jean Peters Baker on 10/10/2022 10:50:53 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 10/10/2022 12:22:49 PM. Comments:

November 2, 2022

eRLA #671

Page 4 of 4

Approved by Compliance Office Approver Katie M. Bartle on 10/10/2022 12:53:01 PM. Comments:

Kansas City

Average Award: \$400,012

Agency	For Current Providers, the Contract Amount is Equal to the Lesser of the Bid & Average of the Award For New Providers, the Contract Amount is Equal to the Lesser of the Bid & Average of the Region								
	Bid				Award Averaged for 12 Months (Award / 23 * 12)	Lesser of Reduced Bid & Avg Award	New Bidder = Lesser of Reduced Bid & Avg for Region	Proposed Award for 12 Months	Award for 6 Months
	Bid	Evaluation Score	Bid - Removing under a Score of 20						
Rose Brooks Center, Inc.	\$2,844,355	90	\$2,844,355	\$2,450,839	\$2,450,839		\$2,450,839	\$1,225,419	
AdHoc Group Against Crime (New)	\$88,480	82	\$88,480	\$0	\$0	\$88,480	\$88,480	\$44,240	
Newhouse	\$750,432	81	\$750,432	\$492,024	\$492,024		\$492,024	\$246,012	
Hope House, Inc.	\$1,850,000	72	\$1,850,000	\$1,831,075	\$1,831,075		\$1,831,075	\$915,537	
Synergy Services, Inc.	\$1,627,686	69	\$1,627,686	\$1,463,083	\$1,463,083		\$1,463,083	\$731,542	
Child Protection Center, Inc.	\$335,768	67	\$335,768	\$267,220	\$267,220		\$267,220	\$133,610	
Child Safe of Central Missouri, Inc. (Central, KC, NE, NW & SW)	\$139,080	61	\$139,080	\$130,673	\$130,673		\$130,673	\$65,336	
KC Mothers in Charge (New)	\$225,000	61	\$225,000	\$0	\$0	\$225,000	\$225,000	\$112,500	
Metropolitan Organization to Counter Sexual Assault	\$1,541,303	59	\$1,541,303	\$1,258,098	\$1,258,098		\$1,258,098	\$629,049	
Cornerstones of Care (New)	\$68,521	57	\$68,521	\$0	\$0	\$68,521	\$68,521	\$34,261	
The 17th Judicial Circuit - Cass County Prosecutors Office	\$198,768	55	\$198,768	\$193,518	\$193,518		\$193,518	\$96,759	
Child Abuse Prevention Association	\$862,208	53	\$862,208	\$724,568	\$724,568		\$724,568	\$362,284	
Jackson County CASA	\$397,738	52	\$397,738	\$392,664	\$392,664		\$392,664	\$196,332	
Missouri Alliance for Children & Families, LLC (Central, KC, SE & St. Louis)	\$119,150	48	\$119,150	\$42,408	\$42,408		\$42,408	\$21,204	
Mothers Against Drunk Driving (Statewide)	\$57,781	47	\$57,781	\$34,393	\$34,393		\$34,393	\$17,196	
Hope Haven of Cass County	\$405,000	45	\$405,000	\$348,067	\$348,067		\$348,067	\$174,034	
Jackson County, Prosecutor's Office	\$439,950	45	\$439,950	\$277,378	\$277,378		\$277,378	\$138,689	
Legal Aid of Western Missouri (Statewide)	\$200,000	45	\$200,000	\$149,979	\$149,979		\$149,979	\$74,990	
Legal Aid of Western Missouri (KC, NW & SW)	\$198,083	43	\$198,083	\$158,773	\$158,773		\$158,773	\$79,387	
Missouri Association of Prosecuting Attorneys (Statewide)	\$162,256	42	\$162,256	\$160,592	\$160,592		\$160,592	\$80,296	
The Children's Place, Inc. (New)	\$650,000	42	\$650,000	\$0	\$0	\$400,012	\$400,012	\$200,006	
Foster Adopt Connect, Inc. - BI (KC & SW)	\$1,376,810	37	\$1,376,810	\$862,912	\$862,912		\$862,912	\$431,456	
Survival Adult Abuse Center, Inc. (KC & SW)	\$301,500	36	\$301,500	\$278,570	\$278,570		\$278,570	\$139,285	
Foster Adopt Connect, Inc. - BI (KC, NE, NW, SE, SW)	\$326,833	35	\$326,833	\$181,304	\$181,304		\$181,304	\$90,652	
Grain Valley Police Department	\$64,000	35	\$64,000	\$55,532	\$55,532		\$55,532	\$27,766	
Kansas City 33 Public Schools, DBA, Kansas City Public Schools	\$2,587,500	31	\$2,587,500	\$1,376,087	\$1,376,087		\$1,376,087	\$688,043	
Kansas City Missouri, Law Department	\$42,740	24	\$42,740	\$70,648	\$42,740		\$42,740	\$21,370	
Familyworks, Inc.	\$350,000	19	\$0	\$345,913	\$0		\$0	\$0	
Mattie Rhodes Center	\$135,570	15	\$0	\$56,728	\$0		\$0	\$0	
Total	\$18,346,512		\$17,860,942	\$13,603,047	\$13,172,499	\$782,013	\$13,954,512	\$6,977,256	

* 1 yr Actual
 \$ 277,378



Missouri Department of Social Services
 Division of Finance & Administrative Services
 P.O. Box 1643, Jefferson City, Mo 65102-2320
 FSD.VOCALEnit@dss.mo.gov
 VOCA Budget Form

Agency: Jackson County Prosecutor's Office Region: Kansas City Contract Number: ER130220084
 Program Period: October 1, 2022 to September 30, 2023

Organization Information	
Organization Type (Place an "X" next to all that apply)	
Domestic Violence/Sexual Assault Services and/or Shelters	<input type="checkbox"/>
Child Advocacy Center	<input type="checkbox"/>
Court Appointed Special Advocates (CASA)	<input type="checkbox"/>
Missouri Courts	<input type="checkbox"/>
Prosecuting Attorney Victim Advocates	<input checked="" type="checkbox"/>
All Other Victims of Crime Act (VOCA) Programs	<input type="checkbox"/>

Budget	
Allocation Base for FFY 20 Fund:	\$ -
Allocation Base for FFY 21 Fund:	\$ -
Allocation Base for FFY 22 Fund:	\$ 277,378.00
Allocation Base for ARPA:	\$ -
Total Allocation:	\$ 277,378.00

Program Costs						
Funding Source	% Per Period	Total Funding Granted Per Period				Period Total
		FFY-'20	FFY-'21	FFY-'22	ARPA	
Personnel	0.0%	\$ -	\$ -	\$ 277,378.00	\$ -	\$ 277,378.00
Benefits	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Travel Training	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Operations	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Cost	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Total	0.0%	\$ -	\$ -	\$ 277,378.00	\$ -	\$ 277,378.00

MATCH - THE AMOUNT YOUR ORGANIZATION AGREES TO CONTRIBUTE		Match Amount
This amount may be reduced if: 28 C.F.R. § 94.118 requires subrecipients to contribute (i.e., match) not less than 20 percent (cash or in-kind) of the total cost of each project." Matching requirements are automatically waived for subrecipients "that are federally recognized American Indian or Alaska Native tribes, or projects that operate on tribal lands." Matching requirements are also automatically waived for subrecipients "that are territories or possessions of the United States (except for the Commonwealth of Puerto Rico), or projects that operate therein. Upon request of the state administering agency (SAA), the OVC Director may, at their discretion, waive in part or in full the matching requirements, pursuant to 28 C.F.R. § 94.118(b)(3).		\$ 55,475.60

Types of Victims Served						
Funding Source	% Per Period	Total Funding Granted Per Period				Period Total
		FFY-'20	FFY-'21	FFY-'22	ARPA	
Domestic Abuse	10.0%	\$ -	\$ -	\$ 27,737.80	\$ -	\$ 27,737.80
Child Abuse	3.5%	\$ -	\$ -	\$ 9,708.23	\$ -	\$ 9,708.23
Sexual Abuse	3.5%	\$ -	\$ -	\$ 9,708.23	\$ -	\$ 9,708.23
Underserved	83.0%	\$ -	\$ -	\$ 230,223.74	\$ -	\$ 230,223.74
Grant Year	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Total	100.0%	\$ -	\$ -	\$ 277,378.00	\$ -	\$ 277,378.00

I hereby certify that the budget is taken from original Books of Account and that budget amounts are valid and consistent with the terms of the contract.

<i>Jean Peters Baker</i>	9/20/2022
Signature of Authorized Representative	Date

If the vendor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the vendor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$3,771,941.00 from the undesignated fund balance of the 2022 County Improvement Fund and awarding a three-year contract for the furnishing of property tax collection software for use by the Collection Department to Aumentum Technologies of Niagara Falls, NY, under the terms and conditions of Request for Proposals No. 53-22, at an actual cost to the County in an amount not to exceed \$4,456,590.00 for 2022 and a total three-year cost not to exceed \$6,287,464.00.

ORDINANCE NO. 5696, November 7, 2022

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Department of Collection has a need to replace outdated property tax collection software at risk of becoming non-operational; and,

WHEREAS, the Director of Finance and Purchasing has solicited proposals on Request for Proposals (RFP) No. 53-22 in response to this need; and,

WHEREAS, seven proposals were received and evaluated by a committee of County associates from the using department; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, Directors of Finance and Purchasing and Collection recommend the award of a contract for the furnishing of the required software to the County's current tax software provider, Aumentum Technologies of Niagara Falls, NY, for the reason that it has submitted the lowest and best proposal; and,

WHEREAS, the total three-year cost of this software is \$6,287,464.00, with \$4,456,590.00 to be paid in 2022; and,

WHEREAS, all costs for 2022 and all non-recurring costs for 2023 and 2024 will be encumbered pursuant to this Ordinance; and,

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

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
County Improvement Fund 013-9999	32810- Undesignated Fund Balance	\$3,771,941	
Information Technology 013-1305	56661- Software Purchases		\$3,771,941

and,

BE IT FURTHER ORDAINED that award be made as recommended by the Directors of Collection and Finance and Purchasing, and that the Director of Finance and Purchasing be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5696 introduced on November 7, 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. 5696.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 013 9999 32810
ACCOUNT TITLE: County Improvement Fund
Undesignated Fund Balance
NOT TO EXCEED: \$3,771,941.00

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 1305 56661
ACCOUNT TITLE: County Improvement Fund
Information Technology
Software Purchases
NOT TO EXCEED: \$4,456,590.00

11/3/2022
Date


Chief Administrative Officer

Request for Legislative Action

Ord. #5696

Sponsor: Theresa Cass Galvin

Date: November 7, 2022

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5696
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	11/7/2022

Introduction

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

Project/Title:

A RESOLUTION authorizing the Director of Finance and Purchasing to award a three-year contract for the furnishing of property tax software for use by the Collection department to Aumentum Technologies of Niagara Falls, NY, under the terms and conditions of Request for Proposals No. 53-22, encumbering \$4,358,245 for fixed fee costs for implementation, training and deployment services and the year 1 annual hosting fee of \$98,345 in fiscal year 2022.

Request Summary

The Collection department requires replacement of an aging property tax software, acquired in 1998, which is becoming exceedingly difficult to keep operational. The Purchasing Department released Request for Proposal No. 53-22 and received seven proposals. A team of stakeholders have thoroughly reviewed all seven responses and after this thorough review and subsequent scoring, the Department of Collection recommends Jackson County purchase property tax software from our current vendor, Aumentum Technologies.

Aumentum is in the best position to understand our business needs. During the bidding process, Aumentum was best able to come up with Jackson County specific solutions to issues addressed in the RFP process. They understand what we do and what we need, and we will rely on that knowledge heavily during the planning and implementation phases. Proceeding with a vendor who already has a base knowledge will limit the number of additional staff needed to become subject matter experts. Also, as our current vendor, Aumentum has a vested interest in ensuring that we are moved out of their Ascend system and into Aumentum as quickly and successfully as possible. Aumentum is currently the vendor for the Recorder of Deeds Office and has a history of successfully integrating with other solutions, including the current Assessment solution, our newly procured Workday solution, and our current online payment processor. It is a cloud-based solution that can integrate with third-party vendors as needed. Aumentum has experience dealing with our unique Informix database server and has been through a successful conversion from Ascend Informix to the new Aumentum platform.

The overall contract term is three years. The implementation plan includes several months of planning and development and then a 12-month window for implementation. The total payable for FY2022 is \$4,456,590. \$3,771,941 for this project will be appropriated from Fund 013. \$684,649 is already currently budgeted in 013-1305-56661-999-9999-9999-22.

Contact Information

Department:	Collections	Submitted Date:	10/25/2022
Name:	Karey A. Schulze	Email:	KSchulze@jacksongov.org

Request for Legislative Action

Title:	Office Admin	Phone:	816-881-3038
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Budget Information			
Amount authorized by this legislation this fiscal year:			\$4,456,590
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$4,456,590
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
013 (County Improvement Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$3,771,941
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
013 (County Improvement Fund)	1305 (Information Technology)	56661 (Software Purchases)	\$3,771,941

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?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance
Certificate of Compliance
In Compliance
Minority, Women and Veteran Owned Business Program
Goals are waived - insufficient MBE or WBE firms available

Request for Legislative Action

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

Submitted by Collections requestor: Karey A. Schulze on 10/25/2022. Comments:

Returned for more information by Department Approver Whitney S. Miller on 10/25/2022 2:23:01 PM.
Comments: Correction to Title.

Submitted by Requestor Karey A. Schulze on 10/25/2022 2:30:23 PM. Comments: corrected subject hosting fee

Approved by Department Approver Whitney S. Miller on 10/25/2022 2:35:13 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 10/26/2022 10:28:06 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 10/26/2022 12:22:07 PM. Comments:

Returned for more information by Budget Office Approver Mark Lang on 10/26/2022 2:02:08 PM.
Comments: On the "Budget Info" tab, under "transfer funding from", please populate "013" for the fund.

Submitted by Requestor Karey A. Schulze on 10/26/2022 4:05:28 PM. Comments: corrected transfer fund to 013

Approved by Department Approver Karey A. Schulze on 10/27/2022 10:33:25 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 10/27/2022 12:20:42 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/27/2022 12:40:23 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 10/27/2022 2:35:46 PM. Comments: Fiscal note is attached

Approved by Executive Office Approver Sylvania Stevenson on 10/27/2022 3:16:16 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 11/3/2022 10:40:40 AM. Comments:

Fiscal Note:

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

Date: October 27, 2022

ORD # 5696
eRLA ID #: 711

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>From</u>	<u>To</u>
<u>013 County Improvement Fund</u>			
9999 -	32810 Undesignated Fund Balance	\$ 3,771,941	\$ -
1305 Information Technology	56661 Software Purchases	-	3,771,941
		<u>\$ 3,771,941</u>	<u>\$ 3,771,941</u>

Fiscal Note:

This expenditure was included in the Annual Budget

PC# 130522006

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
<u>013 County Improvement Fund</u>		
1305 Information Technology	56661 Software Purchases	\$ 4,456,590
		<u>\$ 4,456,590</u>

APPROVED
By David Moyer at 2:33 pm, Oct 27, 2022

Budget Office



WHITNEY S. MILLER

DIRECTOR OF COLLECTIONS

415 East 12th Street, Suite 100
Kansas City, Missouri 64106
(816) 881-3187
Fax: (816) 881-3200
www.jacksongov.org

TO: Barbara Casamento, Purchasing Administrator

FROM: Whitney S. Miller
Director of Collection

DATE: October 24, 2022

RE: Recommendation for Purchase of Tax Software

In the Spring of 2022, Jackson County went out to bid for a Property Tax Software Application for the Department of Collection and received seven proposals. A team of stakeholders have thoroughly reviewed all responses to RFP 53-22 related to the purchase of property tax software. Represented on this team were associates from Collection, Assessment, IT, Finance, and the Auditor's Office. As part of the review we analyzed proposals, watched demonstrations, called references, initiated a number of follow-up questions and conversations, and reviewed and compared pricing. After this thorough review and subsequent scoring, the Department of Collection recommends Jackson County purchase software from our current vendor, Aumentum Technologies. A summary of the criteria considered and rational for the decision is below.

Why Now?

Property tax software is a tool that allows the Department of Collection to calculate, collect, and distribute property taxes for Jackson County and the taxing jurisdictions. It also offers an outward-facing website for taxpayers to access their own tax records. Our current software was innovative and robust for its time but has been in place since implementation began in 1998. Our current software can only run on 32bit operating systems, which limits the Department in what vendors we can work with and what functions we can perform. Simply put, a 64-bit processor is more capable than a 32-bit processor because it can handle more data at once. A 64-bit processor can store more computational values, including memory addresses, which means it can access over 4 billion times the physical memory of a 32-bit processor. It is becoming exceedingly difficult to keep the software operational.

As a result, we have had to approach the legislature on several occasions seeking appropriations for one-time fixes for problems and have relied on sole source contracts due to how few vendors could integrate with our software.

Why Aumentum?

First, Aumentum is the vendor for our current software, putting them in the best position to understand our business needs. During the bidding process, Aumentum was best able to come up with Jackson County



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specific solutions to issues addressed in the RFP process. They understand what we do and what we need and we will rely on that knowledge heavily during the planning and implementation phases. In speaking

with references for all potential vendors it became clear that we have significantly fewer staff, referred to as subject matter experts, than any of the references we spoke to. These subject matter experts are necessary to help guide a vendor as to our business needs and are required to provide testing of potential solutions.

Proceeding with a vendor who already has a base knowledge will limit the number of additional staff needed to become subject matter experts. Also, as our current vendor, Aumentum has a vested interest in ensuring that we are moved out of their Ascend system and into Aumentum as quickly and successfully as possible.

Secondly, Aumentum is currently the vendor for the Recorder of Deeds Office and has a history of successfully integrating with other solutions, including the current Assessment solution, our newly procured Workday solution, and our current online payment processor. It is a cloud-based solution that can integrate with third-party vendors as needed. Aumentum has experience dealing with our unique Informix database server and has been through a successful conversion from Ascend Informix to the new Aumentum platform.

Finally, Aumentum will not only continue to provide our current functionalities in a modern environment, but it also includes new, innovative components that do not exist in our current system. For example, the proposal includes portals for Delinquent Tax Collection and General Revenue Processing, two functions that Collections currently must maintain outside of our software. Aumentum also has the capability to collect and manage payments made towards a future bill, allowing taxpayers to pay in advance should we choose to move forward with that practice. Aumentum would allow us the option to offer combined billing statements or e-billing. The implementation of this software will allow Jackson County to offer the taxpayers more modern and secure solutions to address both current and future needs.

Contract Terms

Collections is replacing a software that was put into place in 1998 and it is our hope that an upgraded software will sustain our department well into the future. The overall contract term is three years. The implementation plan includes several months of planning and development and then a 12-month window for implementation.



WHITNEY S. MILLER

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Breakdown of costs over the life of the contract –

One-Time Base Cost: \$1,818,645

One-Time Implementation and Training: \$2,539,600

Annual Maintenance: \$611,965 w/5% per year increase. Annual maintenance includes \$98,345 for hosting and \$513,620 for support and maintenance for a total of \$611,965. Jackson County will pay hosting fees as soon as the environments are staged, but the remaining maintenance costs will not be due until we “go-live” with the new software.

All one-time costs and the first year of the “hosting” portion of the Annual Maintenance fee are budgeted and will be encumbered in FY22. The total payable for FY2022 is \$4,456,590. Funds for this project are budgeted in the 013 Fund.

Scoring

The final scoring for each of our top-three respondents is below.

Tyler	75.43
Aumentum	78.43
CSS	74.43

WSM

10/24/2022

Tax Software RFP 53-22 Averaged Scoring

x	30 pts max	30 pts max	10 pts max	5 pts max	5 pts max	20 pts max	100%
Vendor	Services & Products	Demo	Experience & Qualification	References	Responsiveness & Accuracy	Pricing	Total Avg of All Scores
Tyler	22.57	22.14	7.29	2.43	4.29	16.71	75.43
Aumentum	25.29	26.29	8.71	3.71	4.43	10.00	78.43
CSS	22.29	22.43	7.14	4.57	4.29	13.71	74.43



Jackson County, MO

RFP No. 53-22 for Collections Tax Software
Follow-Up Questions

September 13, 2022



Aumentum[™]
TECHNOLOGIES

The Future of Appraisal & Property Tax

Jackson County, MO

REQUEST FOR PROPOSAL NO. 53-22 FOR COLLECTIONS TAX SOFTWARE

September 14, 2022

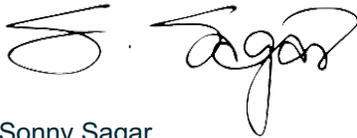
Whitney Miller
Director of Collections
Jackson County, Missouri
415 E. 12th Street, Ste. 100
Kansas City, MO 64106

Dear Ms. Miller,

Thank you very much for the opportunity to follow up with more information after our initial product demonstration and subsequent follow-up materials. We very much appreciate our long-standing partnership with Jackson County and look forward to the opportunity to continue it while migrating your office to the Aumentum Platform.

We hope the following information answers your remaining questions, but if not, please do not hesitate to contact me.

Sincerely,



Sonny Sagar
Senior Client Executive
Aumentum Technologies
785-623-0970
Sonny.Sagar@amentumtech.com

Follow Up Questions

Since we are just upgrading our current software to the new Aumentum platform, we understand there are to be no additional charges for software or license fees for 3 environments of: Tax, Billing, Collection (cashiering), Levy Management, & Public Access.

Since Tax Sale & Business Revenue are 2 new modules we don't already have, we understand there is a one-time charge for license fees of: \$1,818,645. Does that mean then that each module is a one-time license fee of \$909,323 apiece? If not, could you price each module separately?

The pricing shown as "Base Proposal for Software" includes software module license fees, Jackson County-specific product development work, and hosting setup and configuration fees. These fees are broken out as follows:

- Aumentum Business Revenue License - \$201,000
- Aumentum Tax Sale License - \$154,845
- County-specific Product Development - \$1,454,800
- Hosting Setup & Configuration - \$8,000

The Public Access site proposed includes account lookup, live bills & receipts, lender payment import, eBilling, & eForms. If the County would select an online payment processor from Aumentum's integrated vendor list, we understand that there would be no additional charge or fees to accept online payments.

1. Can you provide a list of those integrated vendors? As well as what the transaction fees (if any), & processing fees for each payment type will be charged by each of those vendors if selected?

The list of currently integrated payment processors includes these vendors:

- Heartland
- Bill2Pay
- Point-n-Pay
- FIS
- Payment Express
- Certified Payments
- Paymentus
- Elavon
- JetPay

As for transaction and/or processing fees, those agreements are made between the County and its chosen vendor.

2. Would there be any other additional charges/fees that would be charged or included by Aumentum for the use of the online payment module with one of these integrated vendors?

Jackson County, MO

REQUEST FOR PROPOSAL NO. 53-22 FOR COLLECTIONS TAX SOFTWARE

No, there would be no additional costs as our proposal assumes the County selects one of the vendors listed above.

3. **We understand that if the County selects a processor not already integrated with the Aumentum Public Access module, there will be additional charges/fees. Can you please provide all those costs & fees & if they would be 1 time, annual, or transactionally assessed?**

Correct, there would be additional one-time integration fees required to integrate with a new payment processing vendor, however, we cannot provide a quote for these fees until we know which vendor would be handling the County's online payment collection and review their technical documentation. There would not be any additional annual fees to integrate with a new payment processor.

The annual software maintenance fee was provided as: \$1,929,220 for 3 years, & that the 1st of those would be at: \$611,965. Does that mean that year 2 would be: \$658,628 & year 3 would also be: \$658,628?

Not exactly, our three-year maintenance fee includes Aumentum software maintenance and Aumentum hosting and managed services. The proposed three-year total fee of \$1,929,220 breaks down as follows:

- Year 1 - \$611,965
- Year 2 - \$642,563
- Year 3 - \$674,691

If we should choose to alter our "package" (such as not purchasing one of the new modules, or only having two environments instead of three), would that change our annual maintenance amount? If so, what would the adjusted annual amount be?

Yes, the annual maintenance amount would be reduced if Business Revenue (-\$40,200/year) or Tax Sale (-\$30,969/year) were not purchased. However, the Records, Tax, Levy Management, and Assessment Administration modules are not optional and must be included in the implementation.

If the County decided on two environments instead of three, there would be a reduction in annual fees of \$12,800, however, we do not recommend that our hosted customers have less than three environments so that training, testing, and other maintenance activities have adequate server resources.

1.0 INTRODUCTION

- 1.1** Jackson County, Missouri is seeking proposals from qualified Respondents to provide a turn-key, commercial, off-the-shelf Financial Collection and Distribution Software with an emphasis in property taxes for the Jackson County, Missouri Collections Department.
- 1.2** The proposed software will replace the existing applications used by Jackson County to maintain real property and individual and business personal property taxation records in addition to other non-tax related and non-account specific charges.
- 1.3** The proposed software will provide a robust interface for taxpayers and staff.
- 1.4** The proposed software will allow the County to consolidate, as much as possible, all required functions into a single, state-of-the-art application using current technologies to support the following objectives:
 - 1.4.1** Flexibility to maintain and meet ever-changing business needs and statutory requirements;
 - 1.4.2** Increased operational efficiencies through a well-structured workflow;
 - 1.4.3** Ability to calculate and generate tax bills, tax notices and/or letters, and tax receipts;
 - 1.4.4** Ability to calculate and collect non-tax and non-account specific charges;
 - 1.4.5** Enhanced access to data and increased self-service capabilities for taxpayers;
 - 1.4.6** Increased ability to monitor and manage workload balance;
 - 1.4.7** Ability for a greater level of user-enabled custom reporting and data analytics;
 - 1.4.8** Ongoing support with predictable and manageable annual costs.
- 1.5** This will be a one-time purchase with annual service and/or maintenance agreements
- 1.6** Submission of Bids: Bids must be submitted on-line through the Bonfire Portal at <http://jacksongov.bonfirehub.com> . Bids submitted by any other method will not be accepted.

2.0 BACKGROUND

- 2.1** Jackson County, Missouri is a first-class charter county in the State of Missouri, with a population of 700,307 as of the 2018 estimated census. Geographically it covers 605 square miles on the western edge of the state and is a major component of the Kansas City metropolitan area. There are 18 municipalities in the county with the rest of the county unincorporated, 12 school districts, and other districts for a total of over 100 taxing jurisdictions. The County collects over one billion dollars in property taxes per year to distribute to those jurisdictions.
- 2.2** There are over one million tax accounts in Jackson County, Missouri. There are approximately 300,000 real property parcels in the County, which include the following types (parcel numbers will not add to 300,000 due to mixed use or other combinations):
 - 2.2.1** Residential: approximately 240,000
 - 2.2.2** Agricultural: approximately 7,000
 - 2.2.3** Commercial: approximately 24,000

- 2.2.4 Vacant Land: approximately 42,000
- 2.2.5 Exempt, immune and economic incentive parcels: approximately 28,000
- 2.2.6 PILOT payments:
- 2.2.7 Sewer charges:
- 2.2.8 Railroad and Utility charges:

- 2.3 There are 40,000 active business personal property accounts and 700,000 active individual personal property accounts.
- 2.4 Per the Missouri State Constitution and related statutes, all real property is reassessed every odd year on January 1st. The most recent assessment is occurring now, in 2021. Also, by statute, property is taxed annually, based on that valuation and the levy rate to be determined by individual taxing jurisdictions. Tax bills are due annually on December 31st.
- 2.5 Currently, Jackson County uses Thomson Reuters Ascend version 3.8 for Real, Personal and Business Property management, including billing and taxation. Assessment is currently transitioning to Tyler Technologies Enterprise, a CAMA system for Real, Personal and Business Property management and valuation. Estimated go live date of May 2022. Jackson County uses PayIt for online payment collection and Jet Pay for point-of-sale credit card payment collection. The County's office productivity software is Microsoft Office 365.
- 2.6 The County is also soliciting proposals from Respondents for the management of our annual Delinquent Land Tax Sale records and collections. The County anticipates the use of the new tax software in 2022 or 2023.
- 2.7 The software and service package proposed by the Successful Respondent shall provide the County a Collection and Assessment solution to replace Ascend. If the Respondent has products or recommendations that improve the system or exceed the following Scope of Services, it is to the benefit of the Respondent to include them in this proposal. The Respondent shall provide a software solution that is fully integrated and user-friendly. The software should be designed so that it can be easily modified by user defined settings which are available in the baseline software; it should also be well documented, at both the user and programmer levels. The software should work in conjunction with various general-purpose software, typically including word processing, spreadsheet, statistical and GIS programs, as it is important that these programs and applications can share data and work together cohesively. Security measures should exist to prevent unauthorized use and to provide backup in the event of accidental loss or destruction of data. The Successful Respondent shall provide software support and technical maintenance on an annual basis. If Respondent offers discount pricing for multiyear, as opposed to annual, support contracts, the County reserves the right to choose between annual or multi-year support agreements.

3.0 AWARD REQUIREMENTS

- 3.1 Certificate of Insurance: The Successful Respondent will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Item Fifteen of the General Conditions and Exhibit A included herein within Ten Business Days after receiving the Notification of Award. The Certificate of Insurance must be received by the Purchasing Department prior to the commencement of any work on this project.
- 3.2 Project Exemption Certificate: Jackson County, Missouri is an exempt entity under Section 144.062, Revised Statutes of Missouri. Upon request of the Successful Respondent, Jackson County will issue a project specific Missouri Sales Tax Exemption Certificate to the Successful Respondent and their named subcontractors to be utilized during the performance of this project. This certificate must be requested **prior to the purchase of any materials, supplies and/or equipment**. Under no circumstances will this certificate be back dated to cover materials, supplies or equipment already purchased.
- 3.3 Compliance with Chapter 6: The Jackson County Code for Minority, Women and Veteran Business Utilization will be required on this Request for Proposal. The Contractor's Utilization Plan, Pages 25 through 29 herein, must be completed prior to Award. If Goals are set by Compliance, they are required, not suggested. Failure to comply will result in the REJECTION OF YOUR PROPOSAL.
- 3.4 Licenses and Permits: The Successful Respondent must provide a copy of a current Missouri State Business License to the Purchasing Department within ten business days of Notification of Award. The Successful Respondent must provide, upon written request, evidence of current required Federal, State, Local or Occupational Licenses.
- 3.5 W-9 Form: The Successful Respondent must provide a completed W-9 Form.

4.0 SCOPE OF SERVICES

- 4.1 The Successful Property Tax Software Application will meet or exceed the following requirements:
- 4.2 General Capabilities
 - 4.2.1 Software for calculation and collection of ad valorem taxes, special assessments, and any interest, penalties, or fees.
 - 4.2.2 Software must be able to calculate, collect, and/or distribute non-tax payments and non-account specific payments such as payments in lieu of taxes, revenue, and sewer charges. These charges may be annual, monthly, at point of sale, or on an installment basis.
 - 4.2.3 Software must be able to meet all State mandated requirements and Successful Respondent assumes all costs of any modifications to system if legislation change occurs from time of submission of proposal.
 - 4.2.4 Successful Respondent must provide all key personnel necessary for creation, implementation, data migration and training.

- 4.2.4.1** Successful Respondent cannot change key personnel after the submission of their proposal, during the evaluation of and/or award of this proposal. All key changes in personnel must be approved, in writing, to the County.
- 4.2.5** Software must be compatible with Enterprise for real, personal, and business property management and valuation. Software must have an API to retrieve data in real time.
- 4.2.6** Software must have the ability to provide online research options as well as the capability of processing online payments using live real time data, either through their own process or through a third party. Preference will be given to systems that have a robust mobile device capability and multiple browser support.
- 4.2.7** Software must have the ability to create distributions of collected funds to taxing jurisdictions and adjust those funds by applicable commissions.
- 4.2.8** Preference will be given to software that can fully integrate with Enterprise and the County's current GIS (ERSI), Finance (FMS Mitchell Humphrey), Tax Sale (DLT), and/or Recorder of Deeds software (Harris Govern).
- 4.2.9** Current records and historical information must be migrated to the new system from the existing Informix server.
- 4.2.10** Preference given to software that has the capability of managing collection for future billing, and payment in advance options.
- 4.2.11** Preference given to software that offers a Delinquent Land Tax Sale module for tracking and managing delinquent accounts to the point of sale.
- 4.2.12** Preference given to software that offers an option for online and point of sale credit/debit payment collections.
- 4.2.13** Preference given to software that is cloud based and browser independent. It is preferred that the Successful Respondent manage a platform that is independent from other clients.

4.3 Specific Capabilities

- 4.3.1** Software must be able to maintain historical information per parcel record, per year.
- 4.3.2** Workflow ability such as notification, if there is a value appeal completed and the account needs recalculation.
- 4.3.3** Software shall have e-billing capability.
- 4.3.4** Software shall calculate and collect the County's more complex railroad and utility charges and protested taxes.
- 4.3.5** Software shall track non-tax payments such as revenue, receipt fees, sewer charges, and data request fees.
- 4.3.6** Software shall allow for the use of web-based e-forms.
- 4.3.7** Software shall have built-in self-auditing capabilities such as field entry validation, properly linked table relationships, and business established rules.

4.4 Security and General Administration Capabilities

- 4.4.1** The Successful Respondent and software will be required to comply with all applicable state and federal laws, rules, regulations, policies, and standards concerning confidentiality and integrity.
- 4.4.2** Software must be secure, meeting current government and industry standards, to prevent unauthorized use and to provide backup in the event of accidental loss or destruction of data.

- 4.4.3 Software must require user login/logout and provide standard and custom definable security levels. The security parameters must include both data access and executable functions.
- 4.4.4 Software must provide an option for an audit trail and track all edits made by users to the database.
- 4.4.5 The Successful Respondent shall provide information on systematic updates to the software before they are implemented. Updates should be specific to Jackson County, Missouri.

4.5 System Administration Capabilities

- 4.5.1 Software must provide for a mass update and/or recalculation function whereby employees only have to enter information once to update the records of various parcels.
- 4.5.2 Software must provide general search capabilities for all information contained within the database. The software shall also allow each user to save search and query formulas and results for future use.
- 4.5.3 Software must be able to import from and export to Microsoft products.
- 4.5.4 Software must have the ability to print and attach barcodes to documents to improve operational accuracy and efficiency of the office.
- 4.5.5 Software must have the ability to add a various number of customizable fields for descriptive and analytical purposes.
- 4.5.6 Software must have the ability to generate customizable reports based on County's specifications.
- 4.5.7 Software must have the ability to have a duplicated test environment.
- 4.5.8 Software must have the ability to provide an interface for the County to test and view software and its functionality.
- 4.5.9 Software shall have the ability to set timed systems process, allowing processes to be planned in advance and set to run automatically at a certain time in the future.

5.0 PROPOSAL FORMAT

- 5.1 Submission of Proposals: Proposal must be submitted online through the Bonfire Portal at <http://jacksongov.bonfirehub.com>. Submissions by any other method will not be accepted.
- 5.2 Expenses and cost incurred in the preparation of proposals in response to this Request for Proposal are the sole responsibility of the Respondent and shall not be reimbursed by Jackson County, Missouri.
- 5.6 Confidential and Proprietary Information: Should the Respondent wish to submit confidential or proprietary information, it should be included with the submitted proposal in clearly marked "**Confidential and Proprietary Information**". The County will take all reasonable efforts to ensure the confidentiality of the documents. Please see Section 7.0, Contract Negotiations, Item 7.3 regarding items not considered confidential or exempt from Missouri Law.
- 5.7 To facilitate the evaluation of proposals, proposals and copies shall be organized in the following manner:
 - 5.7.1 Cover Letter to include the following information:
 - 5.7.1.1 Respondent's Name
 - 5.7.1.2 Respondent's Address
 - 5.7.1.3 Respondent's Telephone Number

- 5.7.1.4 Contact Person's Name
- 5.7.1.5 Contact Person's Title
- 5.7.1.6 Contact Person's Email Address
- 5.7.2 All forms contained in the Request for Proposal, filled out signed and notarized where necessary.
- 5.7.3 The remainder of the Request for Proposal package for evaluation purposes.
- 5.7.4 Description of Respondent's background to include the following information:
 - 5.7.4.1 Year of Inception and history
 - 5.7.4.2 Ownership structure
 - 5.7.4.3 Ability to provide products/services required
 - 5.7.4.4 Proof of Financial Capability and Solvency to provide products/services required
- 5.7.5 Respondent's Personnel Qualifications to include the following:
 - 5.7.5.1 Respondent must include the resumes of key personnel that will be working on any resulting contract with the County.
 - 5.7.5.2 Any changes of key personnel after the submission of this proposal, during evaluation or after the award of the contract are subject to written approval by the County.
- 5.7.6 References: Respondent must include a minimum of three references that outline a project similar in scope to this Request for Proposal. The references shall include the following information:
 - 5.7.6.1 Name of business, contact name, telephone number and email address
 - 5.7.6.2 Description and dates of similar project(s) worked on
 - 5.7.6.3 Description of any data conversion services provided
 - 5.7.6.4 Time frame when Products/Services provided
- 5.7.7 Proof of Financial Responsibility
- 5.7.8 Respondent shall provide a written response to each item in Section 4.0 of Scope of Services.
- 5.7.9 Any options offered by the Respondent
- 5.7.10 Proposed Timeline for implementation, training, set-up, and data conversion
- 5.7.11 Warranty for proposed software
- 5.7.12 Pricing Sheet, Required Submission on Bonfire Portal
 - 5.7.12.1 Base proposal for the software
 - 5.7.12.2 Any options offered by the Respondent
 - 5.7.12.3 Implementation and Training
 - 5.7.12.4 Data Migration
 - 5.7.12.5 Software Maintenance and Hosting Fees for three years
- 5.7.13 Contractors Utilization Plan in attachments.
- 5.7.14 Failure to provide this information, organized in this manner, with the appropriate number of copies, may be grounds for the REJECTION of your Proposal, or a reduction of Evaluation Criteria.

6.0 EVALUATION CRITERIA AND PROCESS

- 6.1 All Proposals received that are responsive to the General Conditions, Scope of Services and other attachments and provisions of this Request for Proposal.
- 6.2 Any Evaluation Criteria or weighting of criteria is used by the County as a tool to assist the County in selecting the best proposal for the County. Evaluation scores or ranks alone do not create a right or expectation to a Contract with the County. Ultimately the County may choose to contract with any Respondent regardless of rank or score.

- 6.3 An Evaluation Committee made up of Jackson County personnel will evaluate all responses and make recommendations. Jackson County, Missouri shall be the sole judge of proposals submitted for this Request for Proposal, and its decision shall be final.
- 6.4 The County's Evaluation Committee, will interview and may conduct an interview of Respondents. Any costs associated with interviews will be the Respondent's responsibility and will not be reimbursed by the County.
- 6.5 All proposals received in response to this Request for Proposal become the property of Jackson County, Missouri and will not be returned.
- 6.6 The County's Evaluation Committee will consider various factors when evaluating proposals:
 - 6.6.1 Responsiveness to Request for Proposal 5 Points
 - 6.6.2 Products/Services Proposed 30 Points
 - 6.6.3 Respondent's Experience, Qualifications 10 Points
 - 6.6.4 References 5 Points
 - 6.6.5 Successful demonstration of product 30 Points
 - 6.6.6 Pricing 20 Points

7.0 PURCHASING INFORMATION, included as a separate attachment:

- 7.1 Purchasing Information:
 - General Terms and Conditions
 - Certificate of Compliance Notice
 - Insurance Requirements
 - State of Missouri Wage Determination

8.0 CONTRACT NEGOTIATIONS

- 8.1 Upon the selection of the successful Proposal, a Contract incorporating the General Conditions, Scope of Services, the Architects Project Manuals and Drawings and other provisions of this Request for Proposal and acceptable to both parties, will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by Jackson County, Missouri fail to develop and execute a mutually agreed upon Contract, and upon a three business day notification to the selected Respondent, the County may reject the proposal and proceed to award the Contract to the next best Respondent.
- 8.2 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a Contract has been awarded or all proposals have been rejected.
- 8.3 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
 - 8.3.1 Respondent's entire proposal
 - 8.3.2 Respondent's pricing
 - 8.3.3 Respondent's proposed method of performance, including schedule or timeline and/or deliverables
 - 8.3.4 Respondent's experiences information, including customer lists or references
 - 8.3.5 Respondent's product specifications unless specifications disclose scientific and

technological innovations in which the owner has a proprietary interest. Respondent shall submit a detailed explanation to support any claim of proprietary, scientific or technological innovation in a product specification.

- 8.4 The County generally does not use standard contract forms which may be provided by the Respondent. The Contract used by the County will include both the Request for Proposal and the Respondent's proposal. In the event that conflicts in the language exist between the Request for Proposal and the Respondent's proposal, the provisions of the Request for Proposal shall govern.
- 8.5 The Respondent shall list any and all exceptions as instructed under General Conditions, Item Number Four of this Request for Proposal. Please note that the Respondent's proposal is subject to Rejection if exceptions are taken to the County's General Conditions, Scope of Services and/or forms include in this Request for Proposal.
- 8.6 Respondent must agree to the following standard provisions:
 - 8.6.1 Indemnifications: Respondent agrees, to the fullest extent permitted by law to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of the Respondent in the performance of work under this Contract, to the extent that Respondent is responsible for such damages and losses on a comparative basis of fault and responsibility between Respondent and the County. Respondent is not obligated to indemnify the County for the County's own negligence. Respondent's obligations under this section shall be limited to the coverage and limits of insurance that Respondent is required to procure and maintain under Contract. Insurance shall be procured and maintained by Respondent as described in Exhibit A of this Request for Proposal. Respondent shall file a Certificate of Insurance with the Jackson County, Missouri Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.
 - 8.6.2 Independent Contractor: Respondent acknowledges and agrees that all County information and records are confidential and will not be disclosed or made available to anyone outside the County organization unless authorized to do so by the County to do so in writing.
 - 8.6.3 Complete Agreement: Parties agree that this Contract together with Jackson County, Missouri Request for Proposal No. 40-22 and Respondent's response thereto constitute the complete and exclusive agreement between parties which supersedes all prior understandings or agreements, oral or written, and all other communications between parties relating to the subject manner of this Contract.
 - 8.6.4 Notices: any notice which either party shall be required by the Contract to give the other shall be in writing and delivered by mail addressed to the respective parties as follows, or to such other addresses, as the representative parties may designate from time to time:

County: Jackson County, Missouri
415 East 12th Street, Room 105
Kansas City, Missouri 64106

Respondent: _____

10.0 QUESTIONS

- 10.1 All questions regarding this Request for Proposal must be submitted via the Bonfire Portal by 5:00 PM, CST on May 20, 2022.
- 10.2 All questions will be in the form of an Addenda on the Bonfire Portal.
- 10.3 Respondent must check for Addenda prior to submitting their proposal.
- 10.4 Respondent's and their agents (including subcontractors, personnel, consultants or anyone else acting on their behalf) must follow this procedure. Respondent's or their agents may not contact any other County personnel regarding matters covered by this Request for Proposal during the solicitation and evaluation process. Inappropriate contacts are grounds for the **REJECTION OF Respondent's proposal.**

11.0 PRICING SHEET

- 11.1 The Pricing Sheet is a required submittal on the Bonfire Portal. Base Bid for the 10th Floor Courtroom FFE (includes delivery and installation); Single-Prime (All Trades) Contract: The undersigned Respondent hereby agrees to furnish all material, labor, equipment and services, necessary to complete the construction of the 10th Floor Courtroom FFE, according to the provisions of this Request for Proposal and all of its attachments.
- 11.2 The County will request that the apparent low bidder submit their schedule of values or costs for any item in the bid and discuss/negotiate a lesser price for the items.
- 11.3 The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate the available funds.
- 11.4 Respondents and their agents (including subcontractors, personnel, consultants or anyone else acting on their behalf) must follow this procedure. Respondents or their agents may not contact any other County personnel regarding matters covered by this Request for Proposal during the solicitation and evaluation process. Inappropriate contacts are grounds for **REJECTION OF RESPONDENT'S PROPOSAL.**

Company Name:	Phone:
Company Address:	Cell Phone:
Point of Contact:	Email:
Title:	
Signature:	

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing Ordinance 5666, dated September 19, 2022, approving salary ranges for deputies and sergeants within the Sheriff's Office to be effective for the years 2022-25, and authorizing their implementation by the Sheriff and other County officials.

ORDINANCE NO. 5697, November 7, 2022

INTRODUCED BY Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett, Ronald E. Finley, Charlie Franklin, Dan Tarwater III, Jeanie Lauer, and Theresa Cass Galvin, County Legislators

WHEREAS, by Resolution 20104, dated March 11, 2019, the Legislature did award a contract to Evergreen Solutions, LLC, to perform a compensation study relating to all County associates; and,

WHEREAS, Evergreen completed the study, which made recommendations regarding new salary ranges for all County positions and the proper placement of all County associates within those ranges; and,

WHEREAS, by Resolution 20374, dated February 10, 2020, the Legislature accepted the final report of Evergreen and authorized the County administration and elected officials to take any actions necessary to implement the report's recommendations, which have occurred over the span of 2020-2022; and,

WHEREAS, the Legislature has determined that the salary ranges set out on the spreadsheet attached to this Ordinance as Exhibit A would, if implemented, extend the ranges recommended by Evergreen for the positions of deputy and sergeant within the

Sheriff's Office in a manner consistent with those recommendations, so as to allow them to be effective for the years 2022-25; and,

WHEREAS, there are adequate funds within the Sheriff's Office's approved overall 2022 budget to provide for any prospective salary increases for covered personnel authorized by Exhibit A for the year 2022; and,

WHEREAS, these ranges have been approved by the collective bargaining representative for the Sheriff's Office's deputies and sergeants, Missouri Regional Lodge 50 of the Fraternal Order of Police; now therefore,

BE IT ORDAINED by the Legislature of Jackson County, Missouri, that the salary ranges for deputies and sergeants within the Sheriff's Office reflected in Exhibit A attached hereto be and hereby are approved; and,

BE IT FURTHER ORDAINED that all County officials be and hereby are authorized to take any and all steps necessary to implement these ranges; and,

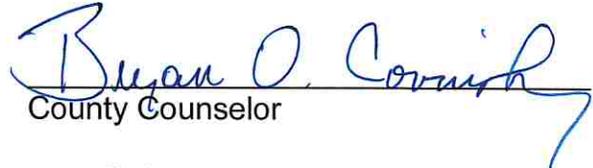
BE IT FURTHER ORDAINED that Ordinance 5666, dated September 19, 2022, which previously dealt with the subject matter of this Ordinance in a slightly different manner, be and hereby is repealed.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5697 introduced on November 7, 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. 5697.

Date

Frank White, Jr., County Executive

JACKSON COUNTY SHERIFF'S OFFICE SWORN PERSONNEL - 2022-2025 PAY SCALE PROPOSAL

TITLE	RANGE	YEARS	HOURLY RATE	MONTHLY SALARY	ANNUAL SALARY	CURRENT SALARY		QUALIFICATIONS
						EVERGREEN STUDY		
Deputy I	1-3 YEARS	2022	\$23.07	\$3,998.83	\$47,986.00		\$47,986	Member hired as a Deputy.
		2023	\$24.45	\$4,238.75	\$50,865.00		\$74,388	
		2024	\$25.92	\$4,493.08	\$53,917.00			
		2025	\$27.47	\$4,762.67	\$57,152.00			
Deputy II	4-6 YEARS	2022	\$24.08	\$4,175.58	\$50,107.00		\$50,107	Members shall move to Deputy II after 3 years of service as Deputy I with satisfactory performance evaluations. Four-year anniversary. Lateral Hire Guideline - At least 4 years experience as a full-time law enforcement officer with an agency having 35 or more full-time sworn law enforcement officers.
		2023	\$25.53	\$4,426.11	\$53,113.00		\$77,661	
		2024	\$27.06	\$4,691.60	\$56,299.00			
		2025	\$28.69	\$4,973.09	\$59,677.00			
Deputy III	6-8 YEARS	2022	\$26.15	\$4,533.70	\$54,404.00		\$52,312	Members shall move to Deputy III after 2 years of service as Deputy II with satisfactory performance evaluations. Six-year anniversary. Lateral Hire Guideline - At least 6 years experience as a full-time law enforcement officer with an agency having 35 or more full-time sworn law enforcement officers.
		2023	\$27.20	\$4,715.05	\$56,581.00		\$81,079	
		2024	\$28.83	\$4,997.95	\$59,976.00			
		2025	\$30.56	\$5,297.83	\$63,574.00			
Deputy IV	8-10 YEARS	2022	\$29.31	\$5,081.26	\$60,975.00		\$55,432	Members shall move to Deputy IV after 2 years of service as Deputy III with satisfactory performance evaluations. Eight-year anniversary.
		2023	\$31.07	\$5,386.14	\$64,634.00		\$84,747	
		2024	\$32.93	\$5,709.31	\$68,512.00			
		2025	\$34.91	\$6,051.86	\$72,622.00			
Deputy V	10+ YEARS	2022	\$31.93	\$5,535.01	\$66,420.00		\$60,382	Members shall move to Deputy V after 2 years of service as Deputy IV with satisfactory performance evaluations. Ten-year anniversary.
		2023	\$33.84	\$5,867.11	\$70,405.00		\$88,372	
		2024	\$37.36	\$6,219.14	\$74,630.00			
		2025	\$38.03	\$6,592.29	\$79,108.00			
Sergeant I	PROMOTION 1-2 YEARS	2022	\$33.25	\$5,763.81	\$69,166.00		\$62,878	Member successfully promoted to the rank of Sergeant.
		2023	\$35.24	\$6,109.64	\$73,316.00		\$92,261	
		2024	\$37.36	\$6,476.22	\$77,715.00			
		2025	\$39.60	\$6,864.79	\$82,378.00			
Sergeant II	3-5 YEARS IN GRADE	2022	\$37.19	\$6,446.45	\$77,358.00		\$70,325	Members shall move to Sergeant II after 3 years of service as Sergeant I with satisfactory performance evaluations. Three-year anniversary in grade.
		2023	\$39.42	\$6,833.24	\$81,999.00		\$96,320	
		2024	\$41.78	\$7,243.24	\$86,919.00			
		2025	\$44.29	\$7,677.83	\$92,134.00			
Sergeant III	6-9 YEARS IN GRADE	2022	\$39.83	\$6,904.05	\$82,849.00		\$75,317	Members shall move to Sergeant III after 3 years of service as Sergeant II with satisfactory performance evaluations. Six-year anniversary in grade.
		2023	\$42.22	\$7,318.30	\$87,820.00		\$100,558	
		2024	\$44.75	\$7,757.35	\$93,089.00			
		2025	\$47.43	\$8,222.84	\$98,674.00			
Sergeant IV	10+ YEARS IN GRADE	2022	\$42.44	\$7,357.80	\$88,294.00		\$80,267	Members shall move to Sergeant IV after 3 years of service as Sergeant III with satisfactory performance evaluations. Ten-year anniversary in grade.
		2023	\$44.99	\$7,799.27	\$93,591.00		\$104,983	
		2024	\$47.69	\$8,267.23	\$99,207.00			
		2025	\$50.57	\$8,763.26	\$105,159.00			

JACKSON COUNTY SHERIFF'S OFFICE SWORN PERSONNEL - 2022-2025 PAY SCALE PROPOSAL

OVERALL COST TO JACKSON COUNTY				
TITLE	2022	2023	2024	2025
Deputy I	\$0	\$37,429	\$39,675	\$42,055
Deputy II	\$0	\$39,083	\$41,039	\$43,913
Deputy III	\$31,387	\$48,964	\$50,923	\$53,998
Deputy IV	\$72,061	\$47,561	\$50,414	\$53,439
Deputy V	\$120,674	\$79,704	\$84,486	\$89,556
Sergeant I	\$25,151	\$16,600	\$17,596	\$18,652
Sergeant II	\$28,130	\$18,566	\$19,677	\$20,861
Sergeant III	\$30,127	\$19,884	\$21,077	\$22,341
Sergeant IV	\$48,160	\$31,786	\$33,696	\$35,714
TOTAL	\$355,690	\$339,577	\$358,583	\$380,529

Request for Legislative Action

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5697
Sponsor(s):	Jalen Anderson;Crystal J. Williams;Tony Miller;Scott Burnett;Ronald E. Finley;Charlie Franklin;Daniel T. Tarwater III;Jeanie Lauer;Theresa Galvin	Legislature Meeting Date:	11/7/2022

Introduction
Action Items: ['Authorize', 'Repeal']
Project/Title:
An ordinance rescinding Ordinance 5666 dated September 19, 2022 and approving salary ranges for deputies and sergeants within the Sheriff's Office to be effective for the years 2022-2025.

Request Summary
<p>By Resolution 20104, dated March 11, 2019, the Legislature did award a contract to Evergreen Solutions, LLC, to perform a compensation study relating to all County associates. Evergreen completed the study, which made recommendations regarding new salary ranges for all County positions and the proper placement of all County associates within those ranges. By Resolution 20374, dated February 10, 2020, the Legislature accepted the final report by Evergreen and authorized the County administration and elected officials to take any actions necessary to implement the report's recommendations, which has occurred over the span of 2020-2022. The Sheriff's Office sworn personnel followed the provisions of the Memorandum of Understanding between the Fraternal Order of Police Lodge #50 and Jackson County in a series of salary step increases for members of the bargaining unit. The 2022 Budget provided \$70,000 for step increases however they have not been implemented yet. The proposal attached provides continuation of step increases for sworn personnel from 2022 thru 2025 with a pay scale structure that falls within the Evergreen report's recommended salary ranges. 2022 step increases would be implemented upon adoption of the ordinance, with the 2022 actual cost within already budgeted step increases of \$70,000. Annual costs for 2023 thru 2025 are projected at \$339,577, \$358,583, and \$380,529 respectively. It is recommended 2023 be implemented mid-year at half the cost or approximately \$170,000.</p>

Contact Information			
Department:	County Legislature	Submitted Date:	10/31/2022
Name:	Crissy Wooderson	Email:	CWooderson@jacksongov.org
Title:	Legislative Auditor	Phone:	816-881-3310

Request for Legislative Action

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

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5666	September 19, 2022
Prior Resolution	
Resolution:	Resolution date:
20104	March 11, 2019
20374	February 10, 2020

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

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

Request for Legislative Action

Fiscal Information

-

History

Submitted by County Legislature requestor: Crissy Wooderson on 10/31/2022. Comments: Please list all legislators as sponsors.

Approved by Department Approver Mary Jo Spino on 10/31/2022 3:12:39 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 10/31/2022 4:15:27 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 11/1/2022 9:39:16 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 11/1/2022 9:59:41 AM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 11/1/2022 1:21:52 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 11/3/2022 8:23:20 AM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$19,120.00 from the undesignated fund balance of the 2022 General Fund to reimburse the Sheriff's Office for overtime costs incurred by the Sheriff's Office, in their roles as first responders and emergency service providers for the residents of Jackson County relating to Heart Village Mobile Home Park relocations.

ORDINANCE NO. 5698, November 7, 2022

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Sheriff's Office provided law enforcement services at the Heart Village Mobile Home Park in Kansas City, MO, relating to relocations from February through July 2022, resulting in additional overtime expenses; and,

WHEREAS, invoices for the overtime incurred as a result of the services rendered were issued to and paid by the Community Services League of Independence, MO, out of funds provided by the County; and,

WHEREAS, the funding provided by this Ordinance will be used to reimburse the Sheriff's Office for first responder overtime costs relating to Heart Village Mobile Home Park relocations; and,

WHEREAS, an appropriation is needed to place the reimbursed funds in the proper spending account, now therefore,

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

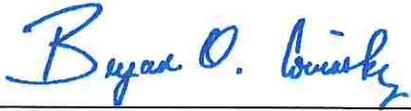
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
001-9999	47025- Reimbursement- Current Yr Exp	\$19,120	
001-9999	32810- Undesignated Fund Balance		\$19,120
001-9999	32810- Undesignated Fund Balance	\$19,120	
Sheriff's Office			
01-4201	55030- Overtime Salaries		\$19,120

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5698 introduced on November 7, 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. 5698.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 001 9999 32810
ACCOUNT TITLE: General Fund
Undesignated Fund Balance
NOT TO EXCEED: \$19,120.00

11/3/2022
Date


Chief Administrative Officer

Request for Legislative Action

Ord. #5698

Sponsor: Theresa Cass Galvin

Date: November 7, 2022

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5698
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	11/7/2022

Introduction

Action Items: ['Appropriate']

Project/Title:

Appropriating \$19,120 in acceptance of funds from the Community Services League of Independence, Missouri, for overtime expenses incurred by the Sheriff's Office for law enforcement services rendered at the Heart Village Mobile Home Park.

Request Summary

The Sheriff's Office provided law enforcement services at the Heart Village Mobile Home Park in Kansas City, Missouri, from February through July 2022, resulting in additional overtime expenses. Monthly invoices were issued for the overtime incurred as a result of the services rendered, all of which were paid by the Community Services League of Independence, Missouri.

February 2022 \$1,677

March 2022 \$4,091

April 2022 \$4,719

May 2022 \$3,630

June 2022 \$3,256

July 2022 \$1,747

The Sheriff's Office requests the appropriation of \$19,120 into account 001-4201-55030 General Fund – Sheriff – Overtime Salaries.

Contact Information

Department:	Sheriff	Submitted Date:	10/10/2022
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Budget Information

Amount authorized by this legislation this fiscal year:	\$19,120
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$19,120
Is it transferring fund?	Yes

Transferring Fund From:

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	9999 (*)	47025 (Reimbursement - Current Yr Exp)	\$19,120
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	4201 (Sheriff)	55030 (Overtime Salaries)	\$19,120

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: Not spending money	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

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History

Submitted by Sheriff requestor: Elizabeth A. Money on 10/10/2022. Comments:

Approved by Department Approver Ronald A. Fletcher on 10/10/2022 5:01:39 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 10/11/2022 9:37:03 AM.
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/11/2022 2:24:23 PM. Comments:

Approved by Budget Office Approver Mark Lang on 10/19/2022 11:46:28 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 10/21/2022 1:27:15 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 11/3/2022 10:50:20 AM. Comments:

Supplemental Appropriation Request Jackson County, Missouri

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

Date: October 19, 2022

Ord #	5698
eRLA ID #:	700

Org Code/Description	Object Code/Description	From	To
001 General Fund			
9999 -	47025 Reimbursement - Current Yr Exp	\$ 19,120	\$ -
9999 -	32810 Undesignated Fund Balance		19,120
<hr/>			
9999 -	32810 Undesignated Fund Balance	19,120	
4201 Sheriff's Office	55030 Overtime Salaries		19,120
		\$ 19,120	\$ 19,120

APPROVED
By Mark Lang at 11:45 am, Oct 19, 2022

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$437,799.00 from the undesignated fund balance of the 2022 Health Fund and awarding a twelve-month contract with one twelve-month option to extend for the furnishing of mental health services to inmates of the Department of Corrections to Advanced Correctional Healthcare of Peoria, IL, under the terms and conditions of Request for Proposals No. 54-22, at an actual cost to the County in an amount not to exceed \$437,799.00 for 2022 and a total one-year cost not to exceed \$875,598.00.

ORDINANCE NO. 5699, November 7, 2022

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Department of Corrections has a need for mental health services for the inmates in its custody; and,

WHEREAS, the Director of Finance and Purchasing has solicited formal proposals for these services via Request for Proposals No. 54-22; and,

WHEREAS, a total of nineteen notifications were distributed and viewed, and one response was received and evaluated; and,

WHEREAS, the only response received was by Advanced Correctional Healthcare, Inc., of Peoria, IL, the County's provider of inmate healthcare, dental, and pharmaceutical services at the detention center since 2018; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing and Sheriff recommend the award of a twelve-month contract

with one twelve-month option to extend for the furnishing of mental health services to the inmates of the Department of Corrections, under the terms and conditions of Request for Proposals No. 54-22, to Advanced Correctional Healthcare of Peoria, IL, for the reason it has submitted the lowest and best bid; and,

WHEREAS, an appropriation is necessary to fund this award; now therefore,

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund 002-9999	32810- Undesignated Fund Balance	\$437,799	
Corrections 002-2701	56090- Health & Social Services		\$437,799

and,

BE IT FURTHER ORDAINED that award be made as recommended by the Director of Finance and Purchasing and Sheriff and that the Director of Finance and Purchasing be, and hereby is, authorized to execute for the County the attached Agreement and any other documents necessary for the accomplishment of the award; and,

BE IT FURTHER ORDAINED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the Agreement, to the extent that

sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No.5699 introduced on November 7, 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. 5699.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 002 9999 32810
ACCOUNT TITLE: Health Fund
Undesignated Fund Balance
NOT TO EXCEED: \$437,799.00

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. Funds for payments due in 2023 are subject to appropriation in the County's 2023 annual budget.

ACCOUNT NUMBER: 002 2701 56090
ACCOUNT TITLE: Health Fund
Corrections
Health & Social Services
NOT TO EXCEED: \$437,799.00

11/3/2022
Date


Chief Administrative Officer

BUSINESS ASSOCIATE AGREEMENT
JACKSON COUNTY, MISSOURI

Definitions

Catch-all definition:

The following terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules (<https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the>): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" will generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean FREEDOM BEHAVIORAL HEALTH, INC.
- (b) Covered Entity. "Covered Entity" will generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Jackson County Detention Center.
- (c) HIPAA Rules. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours (except for any breaches putting patients at immediate risk of harm, which should be reported as soon as possible) and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement for the Provision of Health Services. The Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity will notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity will notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Agreement will be effective as of the date of the last signature hereto, and will terminate on the termination of the Agreement for Health Services or the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section will survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment to this Agreement will be effective until reduced to writing and signed by the parties.

(c) Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules.

(d) No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

(e) Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.

(f) Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision will not be construed as a waiver of any other term or provision.

(g) Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

(h) Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement will govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of the Business Associate to Covered Entity will apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.

(i) Headings. The headings of each section are inserted solely for purposes of convenience and will not alter the meaning of this Agreement.

(j) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date of the last signature hereto.

BUSINESS ASSOCIATE

COVERED ENTITY

FREEDOM BEHAVIORAL HEALTH, INC.

JACKSON COUNTY DETENTION CENTER

Jessica K. Young, Esq., CCHP-A
President & Chief Executive Officer

Bob Crutsinger
Director of Finance and Purchasing

Date

Date

Please complete and return via email to Contracts@advancedch.com

**AGREEMENT FOR THE PROVISION OF BEHAVIORAL HEALTH CARE
TO INCARCERATED PATIENTS
JACKSON COUNTY, MISSOURI**

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Jackson, located in the State of Missouri, through the Jackson County Sheriff in their official capacity (hereinafter referred to as “county”), and FREEDOM BEHAVIORAL HEALTH, INC. (hereinafter referred to as “FREEDOM”), a Tennessee corporation.

**ARTICLE 1:
FREEDOM**

- 1.1 **ELECTIVE CARE.** Elective care is defined as care which, if not provided, would not, in the opinion of FREEDOM’s prescriber, cause the patient’s health to deteriorate. FREEDOM will not pay for elective care for patients.
- 1.2 **LABOR.** Incarcerated patients will not be employed or otherwise utilized by FREEDOM.
- 1.3 **MENTAL HEALTH FIRST AID (MHFA) TRAINING.** Mental Health First Aid is an 8-hour course that teaches you how to identify, understand and respond to signs of mental illnesses and substance use disorders. The training gives you the skills you need to reach out and provide initial help and support to someone who may be developing a mental health or substance use problem or experiencing a crisis. FREEDOM provides MHFA training free to your officers.
- 1.4 **OFFICER WELLNESS & CRITICAL INCIDENT EMPLOYEE RAPID RESPONSE (CIERR).** The CIERR program is a free staff support service. This program helps to support law enforcement (field and facility), first responders, and health care professionals and mitigate stress reactions in both personal and professional capacities. Contact with CIERR can be initiated by the professional in need of services or Freedom Behavioral Health, Inc. can initiate contact with notification from leadership within the department that the individual would benefit from the services. Unless there are safety concerns, the contacts are treated as confidential.
- 1.5 **OTHER SERVICES AND EXPENSES.** FREEDOM may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.
- 1.6 **STAFFING.**
 - 1.6.1 **MENTAL HEALTH PRESCRIBER.** Prescribers will visit the facility weekly (or as otherwise agreed by the county and ACH) and will stay until their work is completed. For example, we estimate/budget the following staffing: a psychiatrist/psychologist for 4 hours per week, a psychiatric nurse practitioner for 4 hours per week, and a physician for 12 hours per week. A prescriber will be available by telephone to the facility and health care teams on an on-call basis, 7 days per week, 24 hours per day, 365 days a year. For scheduled visits that fall on holidays, coverage will be provided by telephone only.
 - 1.6.2 **QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP).** FREEDOM will provide an on-site QMHP for 108 hours per week on a schedule approved by the county. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee). For other absences, FREEDOM endeavors to provide replacement coverage, and if it is unable to do so, FREEDOM and the county or

designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular employee).

- 1.6.3 TELEHEALTH. When agreed to between the county and FREEDOM, providers may deliver patient care via telehealth.

ARTICLE 2:
THE COUNTY

- 2.1 CO-PAY. The county agrees to the use of a co-pay system, as permitted by law, for patient medical requests. The county will be responsible for determining the legality and structure of the co-pay system. **Patients will be seen by the health care team regardless of their ability to pay.** Patients are responsible for the co-pays paid to the county (the county does not pay co-pays to FREEDOM).
- 2.2 COUNTY'S ILLNESS REPORTS, POLICIES, PROCEDURES. All illness reports, policies, and procedures will at all times remain the property of the county and will remain at the facility. FREEDOM may make recommendations to the county's health care policies, procedures, and illness reports. Those recommendations are made for the county's consideration. FREEDOM operates within the county's policies, procedures, and illness reports. It is the policy of FREEDOM to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. The materials in this section are for general information purposes only. That information should be treated as guidelines, not rules. The information is not intended to establish a standard of medical care and is not a substitute for common sense. The information is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis. FREEDOM does not have standing orders. FREEDOM does not have a formulary.
- 2.3 DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be, vested in the county. This agreement does not result in the assumption of a non-delegable duty by FREEDOM. As such, the county specifically retains the duty and obligation for security of the patients. This duty extends to the control of patient movement. FREEDOM and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.
- 2.4 ELECTRONIC COMMUNICATIONS. The county agrees to provide to FREEDOM copies of any electronic communications between FREEDOM and FREEDOM's employees and independent contractors in the county's possession (including stored on the county's email servers) as requested by FREEDOM. The county agrees to treat electronic communications between FREEDOM and its employees and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.5 EMPLOYEE RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT). FREEDOM makes a significant investment in the training and professional development of our employees and independent contractors. As a result, FREEDOM does not expect the county to offer employment to or otherwise "poach" or solicit FREEDOM employees or independent contractors **and the county is specifically prohibited from doing the same.** If the county should hire any FREEDOM employee or independent contractor during this agreement's term or within 1 year after this agreement's termination, the county agrees to pay FREEDOM a professional replacement fee of **10% of the person's salary** for each employee or independent contractor, with the following exception: this does not apply to any person who was employed by the county prior to this agreement. It is expressly agreed by FREEDOM and the county that the payment under this

provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.

- 2.6 MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to FREEDOM when requested.
- 2.7 OFFICE EQUIPMENT (DURABLE). The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.8 OFFICE SUPPLIES (DISPOSABLE). The county will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.
- 2.9 OFFICER TRAINING. The duty to train the officer(s) is and always remains vested in the county. Upon request of the county, FREEDOM may assist in training for officer(s) on certain topics as determined by the county. The county is solely responsible for overall operation of the facility, including medical care. The county maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).
- 2.10 SECURITY. The county will maintain responsibility for the physical security of the facility and the continuing security of the patients. The county understands that adequate security services are necessary for the safety of the agents, employees, and subcontractors of FREEDOM, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable FREEDOM and its personnel to safely provide the health care services described in this agreement. The county will screen FREEDOM's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of FREEDOM's employees and independent contractors regarding security/background clearance.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$876,741.97 per year to FREEDOM under this agreement. To do so, the county agrees to make monthly payments of \$73,061.83 to FREEDOM during the term of this agreement. FREEDOM will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay FREEDOM within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
 - 3.1.1 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation and per diem rates (and any other contracted rates, including the on-call QMHP rate, for example) will be the rolling 12-month Consumer Price Index (CPI) for

Hospital and related services (Series Id CUUR0000SEMD) **but won't be higher than 5% or lower than 0%.**

3.2 FUNDING THE FACILITY'S HEALTH CARE PROGRAM. It is ultimately the responsibility of the county to appropriately fund the facility's health care program. As a result, FREEDOM's health care program at the facility (staffing, etc.) is customized and approved by the county.

3.3 QUARTERLY ADJUSTMENTS.

3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the county patient ADP will be 930 and the non-county patient ADP will be 0. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to FREEDOM by the county. The ADPs reported to FREEDOM should only include those patients presently incarcerated in the facility.

3.3.2 RECONCILIATION. Any contract amount in arrears (or amount to be credited back to the county) will be settled through reconciliation on the first monthly invoice prepared after reconciliation.

ARTICLE 4:
TERM AND TERMINATION

4.1 TERM. The term of this agreement will begin on _____ at 12:01 A.M. and will continue in full force and effect until _____ at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 3-year periods unless either party gives 30 days' written notice prior to the end of a term.

4.2 TERMINATION.

4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for FREEDOM, the county will act in good faith and make every effort to give FREEDOM reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.

4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or FREEDOM may, without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. If the county gives FREEDOM less than 30 days' advance written notice, the county agrees to pay to FREEDOM 1-month's contract price as an early termination fee.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 **ADVICE OF COUNSEL.** Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.
- 5.2 **ASSIGNMENT.** FREEDOM may not assign this agreement or any rights hereunder in whole or in part. Subject to the foregoing, this agreement will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void.
- 5.3 **AUTHORITY.** The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- 5.4 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The county and FREEDOM agree that no party will require performance of any FREEDOM or county employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any additional services required at the facility as the result of governmental (including, but not limited to, Centers for Disease Control and Prevention, Department of Justice, health department, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should FREEDOM be asked to provide substantial new medical treatment, the county will pay for it, unless specifically agreed upon in writing between FREEDOM and the county.
- 5.5 **COUNTERPARTS; HEADINGS.** This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term “patient” includes incarcerated detainees and inmates.
- 5.6 **ENTIRE AGREEMENT; AMENDMENT.** This Agreement, together with the County’s Request for Proposals (RFP), and FREEDOM’s response to the RFP, represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement. In the event of a conflict among the provisions of any of the documents listed above, the term of the document listed first in the following order shall prevail: 1. This Agreement; 2. FREEDOM’s response to the RFP; and 3.) County’s RFP.
- 5.7 **EQUAL EMPLOYMENT OPPORTUNITY.** It is the policy of FREEDOM to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.8 **EXCUSED PERFORMANCE.** In case performance of any terms or parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes,

lockouts, differences with workers, fires, floods, Acts of God, pandemics, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

- 5.9 **FILMING.** FREEDOM does not consent to the filming of its employees for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, “60 Days In”), etcetera. If the facility and/or county decide to engage in such a project, they agree to notify FREEDOM’s legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: Contracts@advancedch.com. FREEDOM reserves the right to terminate the agreement prior to the beginning of the filming of such a project. FREEDOM will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The county agrees to hold harmless and indemnify FREEDOM and its employees against any loss or damage, including reasonable attorneys’ fees and other costs of litigation, caused or necessitated by the filming of such a project.
- 5.10 **FURTHER ACTS.** The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.
- 5.11 **GOVERNING LAW.** This agreement will be governed by the laws of the State of Missouri (without reference to conflicts of laws principles).
- 5.12 **INDEPENDENT CONTRACTORS.** FREEDOM may engage certain health care professionals as independent contractors rather than employees. The county understands and acknowledges that some physicians, advanced practice providers, nurses, mental health workers, consultants, specialists, and other allied health professionals practicing with FREEDOM (“health care team members”) are not employees or associates of FREEDOM; and that FREEDOM is not responsible for their opinions, decisions or medical procedures performed.
- 5.13 **INTERGOVERNMENTAL AGREEMENTS (IGAs) (PIGGYBACK).** FREEDOM agrees to allow the county to authorize other government agencies to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to FREEDOM during the period of time that this agreement is in effect.
- 5.14 **NO GRANT OF RIGHTS.** Each of the parties understands and agrees that no grant or license of a party’s rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.15 **NO RELATIONSHIP OR AUTHORITY.** The parties agree that FREEDOM will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and FREEDOM. FREEDOM does not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county’s behalf or in the county’s name, except as otherwise explicitly detailed in this agreement, and FREEDOM will not represent to any person or entity that FREEDOM has such power or authority. FREEDOM will not act as an agent nor will FREEDOM be deemed to be an employee of the county for the purposes of any employee benefit program.
- 5.16 **NOTICE.** Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing

by the applicable party from time to time and will be deemed to have been given when sent. To the county: Jackson County Detention Center, 1300 Cherry Street, Kansas City, MO 64106. To FREEDOM: FREEDOM BEHAVIORAL HEALTH, INC., Attn: Legal, 720 Cool Springs Blvd., Suite 100, Franklin, TN 37067; facsimile: 309.214.9977; email: Contracts@advancedch.com.

- 5.17 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that FREEDOM is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.18 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.19 SUBCONTRACTING. FREEDOM may subcontract services including, but not limited to, biomedical waste disposal, electronic medical records, mobile services, pharmaceutical services, staffing, and training. For example, FREEDOM subcontracts staffing to USA Medical & Psychological Staffing, LLC; behavioral health care to Freedom Behavioral Health, S.C.; EMR to Advanced Inmate Medical Management, LLC; and training to Spark Training, LLC.
- 5.20 TRAINING MATERIAL. Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.
- 5.21 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

FREEDOM BEHAVIORAL HEALTH, INC.

Melissa S. Caldwell, PhD, CCHP-MH
President

Date

COUNTY OF JACKSON, MISSOURI

Bob Crutsinger
Director of Finance and Purchasing

Date

Request for Legislative Action

Ord. #5699
Sponsor: Theresa Cass Galvin
Date: November 7, 2022

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5699
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	11/7/2022

Introduction
Action Items: ['Appropriate', 'Award']
Project/Title:
Appropriating \$437,799.00, within the Health Fund, the remaining \$437,799.00, will be subject to Appropriation in 2023 and Awarding a Twelve-Month Professional Services Contract in the amount of \$875,598.00, with one Twelve-Month Option to Extend, for the furnishing of Mental Health Services for the Inmates at the Jackson County Sheriff's Office, Detention Center to Advanced Correctional Healthcare of Peoria, Illinois under the terms and conditions of Request for Proposal No.54-22. 407 invitations were distributed; 19 vendors reviewed documents and one bid was submitted.

Request Summary
<p>The Jackson County Sheriff's Office Detention Center requires a Professional Services Contract for the furnishing of Mental Health Services for the Inmates incarcerated at the Detention Center. The Purchasing Department issued Request for Proposal No. 54-22 in response to those requirements.</p> <p>A total of 407 invitations were distributed; 19 vendors reviewed documents and one bid was submitted. Advanced Correctional Healthcare of Peoria, Illinois provided the only bid.</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Jackson County Sheriff's Office Detention Center and the Purchasing Department recommend the award of a Twelve-Month Professional Services Contract, with one Twelve-Month Option to Extend, for Mental Health Services for the Inmates at the Jackson County Detention Center to Advance Correctional Healthcare of Peoria, Illinois as the best proposal received.</p> <p>The Director of Purchasing also requests the Appropriation of \$437,799.00, within the Healthcare Fund to the Health Fund, Corrections, Health & Social Services. This amount will cover the services in 2022. The remaining contract balance \$437,799.00, will be subject to Appropriation in 2023.</p>

Contact Information			
Department:	Corrections	Submitted Date:	10/25/2022
Name:	Deloris M. Wells	Email:	DWells@jacksongov.org
Title:	Deputy Director of Administration	Phone:	816-881-4210

Budget Information

Request for Legislative Action

Amount authorized by this legislation this fiscal year:		\$875,598	
Amount previously authorized this fiscal year:		\$ 0	
Total amount authorized after this legislative action:		\$875,598	
Is it transferring fund?		Yes	
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
002 (Health Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$437,799
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
002 (Health Fund)	2701 (Corrections)	56090 (Health & Social Services)	\$437,799

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5368	June 22, 2020
Prior Resolution	
Resolution:	Resolution date:

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals are waived - insufficient MBE or WBE firms available	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	

Request for Legislative Action

Not Applicable	
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Fiscal Information

- Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

Request for Legislative Action

Submitted by Corrections requestor: Deloris M. Wells on 10/25/2022. Comments:

Approved by Department Approver Diana L. Knapp on 10/25/2022 11:16:36 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 10/26/2022 10:31:07 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 10/26/2022 12:24:20 PM. Comments:

Returned for more information by Budget Office Approver Mark Lang on 10/27/2022 12:16:09 PM. Comments: On the "Budget Info" tab, please check the "Is it transferring Funds" and add in where you would like the funding appropriated too.

Submitted by Requestor Deloris M. Wells on 10/28/2022 2:51:15 PM. Comments: Update complete.

Approved by Department Approver Diana L. Knapp on 10/28/2022 2:57:58 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 10/28/2022 3:56:43 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/31/2022 12:23:56 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 10/31/2022 1:22:27 PM. Comments: Fiscal note attached.

Approved by Executive Office Approver Sylvya Stevenson on 10/31/2022 3:38:03 PM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 11/3/2022 10:37:37 AM. Comments: adjust appropriation to match new fiscal per discussion. Thanks!

Submitted by Requestor Deloris M. Wells on 11/3/2022 10:50:42 AM. Comments:

Approved by Department Approver Diana L. Knapp on 11/3/2022 10:58:04 AM. Comments:

Approved by Purchasing Office Approver Craig A. Reich on 11/3/2022 11:05:26 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 11/3/2022 11:09:51 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 11/3/2022 11:15:24 AM. Comments:

Fiscal Note:

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

Date: October 31, 2022

ORD # 5699
eRLA ID #: 710

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>From</u>	<u>To</u>
<u>002 Health Fund</u>			
<u>9999 -</u>	<u>32810 Undesignated Fund Balance</u>	<u>\$ 875,598</u>	<u>\$ -</u>
<u>2701 Corrections</u>	<u>56090 Health & Social Services</u>	<u>-</u>	<u>875,598</u>
		<u>\$ 875,598</u>	<u>\$ 875,598</u>

Fiscal Note:

This expenditure was included in the Annual Budget

PC# _____

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
<u>002 Health Fund</u>		
<u>2701 Corrections</u>	<u>56090 Health & Social Services</u>	<u>\$ 875,598</u>
		<u>\$ 875,598</u>

David Moyer

Budget Office



Jackson County Detention Center

Office of the Jackson County Sheriff
Sheriff Darryl Forté



To: Barbara Casamento, Purchasing Administrator
From: Deloris Wells, Deputy Director of Administration
Date: October 25, 2022
Subject: 54-22 Mental Health Services

The Jackson County Sheriff's Office, Detention Center has reviewed this submission and it is our recommendation that the contract for Mental Health Services be awarded to Advanced Correctional Healthcare.

Advanced Health Care is our current provider for Mental Health Services, and they are the only bidder for this contract. We have been very satisfied with the services we have received to date and look forward to continuing to improve the quantity and quality of care that the inmates receive.

Our anticipated annual spend for this contract is \$876,742.00, with an increase each year equal to the consumer price index.

Deloris Wells

Deloris Wells, Deputy Director of Administration

Jackson County Department of Corrections

1300 Cherry, Kansas City, Missouri, 64106

Email: dwells@jacksongov.org

Office: (816) 881-4210



ADVANCED
Correctional Healthcare, Inc.



A Higher Standard. Delivered.



**REQUEST FOR PROPOSALS
MENTAL HEALTH SERVICES FOR THE
INMATES AT THE JACKSON COUNTY
SHERIFF'S OFFICE DETENTION CENTER
RFP 54-22**

Due: June 7, 2022

Issued by:

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

Advanced Correctional Healthcare, Inc.
FEDERAL TAX ID # 36-4495255
720 Cool Springs Blvd Suite 100, Franklin, TN 37067
(P) 309.692.8100 | (F) 309.214.9977
contracts@advancedch.com

Jessica Young

President and Chief Executive Officer

 (309) 550-8166

 Jessica.Young@advancedch.com

PRICING

PROGRAM COST 3
PROPOSAL FORM – ADP 930 AT JACKSON COUNTY DETENTION CENTER 4
PROGRAM COST BREAKDOWN 5

PROGRAM COST

We enable counties to save on the cost of providing health care services to incarcerated people because of our overall systems of care, economies of scale, and the ability to provide coverage (and after-hours call coverage) that would be difficult for any individual county to provide on its own – the need to hire nursing and practitioner personnel, invest in medical supplies, arrange call coverage, etc. *ACH is dedicated to properly staffing both facilities and utilizing all medical service areas. We help counties reduce waste, not cost.*

We empower our health care team to send patients to the hospital, without having to obtain approval from any Director or corporate officer. Our practitioners do not make off-site referral decisions for economic reasons, but on a patient-specific basis depending on each patient's perceived current mental health need. A healthier patient is likely to utilize or need fewer mental health resources over time, so a decision not to refer a patient who may need off-site care would probably not be a good "fiscal" decision in most cases. We will not deny care to a patient to "reduce cost." Each situation is addressed on a case-by-case basis.

Since ACH is already the provider of Mental Health Services at the Jackson County Detention Center, the budget below includes the current services plus those requested in the Request for Proposal. The difference is \$219,226.79 per year to add the services requested in the Proposal (4 more hours per week of a Psychiatrist or Psychiatric NP and 20 more hours per week of a Qualified Mental Health Professional).

PROPOSAL FORM – ADP 930 AT JACKSON COUNTY DETENTION CENTER

Cost Center	Number of Staff	Hours of Coverage	Proposed Total Annual Cost
Staff Costs			
Medical Staff			
Physician for Mental Health	1	On-site 12 hours a week. Scheduled determined by mutual agreement between ACH and County.	Inclusive in total price
Mental Health Staff			
Psychiatric NP or MD	1	On-site 8 hours a week. Scheduled determined by mutual agreement between ACH and County.	Inclusive in total price
Qualified Mental Health Professional (QMHP)	3	On-site 100 hours a week. Scheduled determined by mutual agreement between ACH and County.	Inclusive in total price
Discharge Planner	1	On-site 8 hours a week. Scheduled determined by mutual agreement between ACH and County.	Inclusive in total price
Other Miscellaneous Costs			
Admin Costs	n/a	n/a	Inclusive in total price
RubiconMD	n/a	n/a	Inclusive in total price
Total Proposed Annual Costs			\$875,597.36

PROGRAM COST BREAKDOWN

**MENTAL HEALTH CARE COST FOR JACKSON COUNTY DETENTION CENTER – 930
ADP**

Staffing	\$664,252.38	75.86%
Administrative Services (medical-malpractice insurance, civil liberties insurance, advertising/recruiting, and admin costs)	\$211,344.98	24.14%
Total	\$875,597.36	100%
Monthly	\$72,966.45	



54-22 - Mental Health Services

Project Overview

Project Details	
Reference ID	54-22
Project Name	Mental Health Services
Project Owner	Katelyn Edgar
Project Type	RFP
Department	Corrections
Budget	\$0.00 - \$0.00
Project Description	Jackson County, Missouri is seeking proposals for the furnishing of Mental Health Services for the Inmates at Jackson County Sheriff's Office Detention Center.
Open Date	Apr 29, 2022 10:00 AM CDT
Close Date	Jun 07, 2022 2:00 PM CDT



Seal status

Requested Information	Unsealed on	Unsealed by
Cover Letter, Item 5.1.1	Jun 07, 2022 2:15 PM CDT	Katelyn Edgar
Description of Respondent's Background, Item 5.1.3	Jun 07, 2022 2:15 PM CDT	Katelyn Edgar
Respondent's Personnel Qualifications, Item 5.1.4	Jun 07, 2022 2:15 PM CDT	Katelyn Edgar
Respondent's References, Item 5.1.5	Jun 07, 2022 2:15 PM CDT	Katelyn Edgar
Respondent proof of Financial Stability, Item 5.1.6	Jun 07, 2022 2:15 PM CDT	Katelyn Edgar
Respondent's written response to each item in Section 4.0, Scope of Service, Item 5.1.7	Jun 07, 2022 2:15 PM CDT	Katelyn Edgar
Proposed Timeline, Item 5.1.8	Jun 07, 2022 2:15 PM CDT	Katelyn Edgar
Pricing, Item 5.1.9	Jun 07, 2022 2:15 PM CDT	Katelyn Edgar
Greater Kansas City Metropolitan Area Memo, Item 5.1.10	Jun 07, 2022 2:15 PM CDT	Katelyn Edgar
Affidavit	Jun 07, 2022 2:15 PM CDT	Katelyn Edgar
Certificate of Compliance	Jun 07, 2022 2:15 PM CDT	Katelyn Edgar
Acknowledgement of Receipt of Addenda	Jun 07, 2022 2:15 PM CDT	Katelyn Edgar
Exhibit F, Bidder's Exceptions	Jun 07, 2022 2:15 PM CDT	Katelyn Edgar
Contractor's Utilization Plan	Jun 07, 2022 2:15 PM CDT	Katelyn Edgar

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, November 7, 2022, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(12) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 21085, November 7, 2022

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, November 7, 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 concerning documents related to a negotiated contract that has not been executed; and,

WHEREAS, such closed meeting is allowable under section 610.021(12) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, November 7, 2022, pursuant to section 610.021(12), 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. 21085 of November 7, 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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$67,000.00 within the 2022 General Fund to provide for the replacement of HVAC units and ductwork at the Jackson County Technology Center, to be performed by an existing County term and supply vendor.

RESOLUTION NO. 21086, November 7, 2022

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Director of Public Works desires to utilize an existing County term and supply vendor for the HVAC products, installation, and services to replace three HVAC units at the Jackson County Technology Center; and,

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

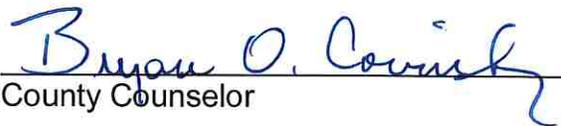
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2022 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Fac. Mgmt. Correctional Facility 001-1210	58020- Buildings & Improvements	\$67,000	
Fac. Mgmt Tech Center 001-1231	58020- Buildings & Improvements		\$67,000

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. 21086 of November 7, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

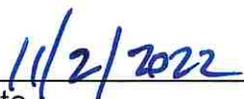
Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 1210 58020
ACCOUNT TITLE: General Fund
Fac. Mgmt. Correctional Facility
Buildings & Improvements
NOT TO EXCEED: \$67,000.00


Date


Chief Administrative Officer

Request for Legislative Action

Resolution No.: 21086
Sponsor: Theresa Cass Galvin
Date: November 7, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21086
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	11/7/2022

Introduction
Action Items: ['Transfer']
Project/Title:
Authorizing the transfer of \$67,000.00 with the General Fund (No. 001) to fund the replacement of the outdoor HVAC systems and interior Ductwork at the Jackson County Technology Center with work to be completed by Trane, a current Jackson County Term and Supply contractor.

Request Summary
This resolution proposes the transfer of funds to undertake the replacement of the outdoor HVAC systems and interior ductwork at the Jackson County Technology Center. The Jackson County Technology Center is comprised of 6 outdoor HVAC units. Currently, 3 of the 6 units are non-functional and unable to be repaired. This resolution requests the approval of installing 3 new outdoor units and replacing the interior ductwork. Transferred funds are being acquired from the remaining balance after the JCDC roof repair. Funds to be transferred would not be used under contract for JCDC by the end of the fiscal year.

Contact Information			
Department:	Public Works	Submitted Date:	10/13/2022
Name:	Courtney L. Jester	Email:	CJester@jacksongov.org
Title:	Administrative Supervisor	Phone:	816-881-4418

Budget Information			
Amount authorized by this legislation this fiscal year:			\$67,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$67,000
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1210 (Fac. Mgmt. Correctional Facility)	58020 (Buildings & Improvements)	\$67,000

Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1231 (Fac. Mgmt Tech Center)	58020 (Buildings & Improvements)	\$67,000

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	
In Compliance	
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	
Approval of a Term and Supply contract which may include construction project(s) over \$75000	

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

Submitted by Public Works requestor: Courtney L. Jester on 10/13/2022. Comments:

Approved by Department Approver Kristina J. Miller on 10/13/2022 7:21:45 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 10/13/2022 8:47:10 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 10/13/2022 9:14:09 AM. Comments:

Approved by Budget Office Approver Mark Lang on 10/19/2022 11:22:17 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 10/20/2022 8:48:45 AM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 11/2/2022 11:44:46 AM. Comments:



Trane U.S. Inc. dba Trane
11211 Lakeview Avenue
Lenexa, KS 66219
Phone: (913) 599-4664
Fax: (913) 599-4669

October 10th 2022

Jackson County Missouri
ENGINEERING DIV DEPT PUBLIC WORKS
Independence, MO 64050-6405

ATTENTION: Jeff Bruntmeyer

PROJECT NAME: Jackson County - Tech Center Equipment + Bathroom Ductwork Modification

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

Tag Data - Split System Air Conditioning Units (Small) (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	CU 4, CU 5	2	5 Ton Unitary Split Systems	4TTA4060A3; 4PXFH009AZ;

Product Data - Split System Air Conditioning Units (Small)

Item: A1 Qty: 2 Tag(s): CU 4, CU 5

Split System Cooling Outdoor Unit

- 5 Ton Nominal Cooling Capacity
- 200 - 230 Volt 3 Phase 60 Hertz
- Top Discharge
- Factory installed coil guards and filter drier
- 5 Year compressor warranty (labor excluded)
- 1st Year whole unit warranty (labor excluded)

Horizontal flat cased coil

- 10.5" cabinet
- Brazed
- 60 000 Nominal cooling capacity

Item	Tag(s)	Qty	Description	Model Number
A1	8 - 25 Ton -1	2	8 - 25 Ton Unitary Split Systems Outdoor	TTA09043AAB**AE

Product Data - Odyssey Split System Outdoor Unit

Item: A1 Qty: 2 Tag(s): 6 - 25 Ton -1

Cooling (TTA)
7.5 Tons
R-410A Refrigerant
208-230/60/3
Single Compressor / Single Circuit
Electromechanical
Condenser Coil Hail/Vandal Guard Kit (Field Installed)
5 Year compressor warranty (labor excluded)
1st Year whole unit warranty (labor excluded)

SCOPE OF SERVICE

- Installation of the above equipment with replacement of existing coils (3 coils)
- No bonds are included in this proposal – if bonds are needed – please add 1% for each bond.
- All replacement is to be done during normal business hours.
- Reusing existing pad's outside
- Move lifting equipment to site.
- Recover refrigerant.
- Disconnect and remove old condensers and dispose.
(city employees will remove drop ceiling and grid in the areas where work will be done)
- Disconnect coil cases from ducting and drop from ceiling space.
- Dis-assemble and remove old R22 evaporator coil from case and install new R410 evaporator.
- Re- assemble and re-install coil case back into ceiling space.
- Provide and install necessary new copper piping and fittings for line connections.
- Haul new condensing units to jobsite.
- Re-connect High Voltage electrical. (If Trane Controls is accepted – then connect new system to new controls)
- Leak check each of the three systems, evacuate and charge with R410.
- Start and test run new units.
- Repair ducting above ceiling in lower level rest room.
- Disconnect and dispose.
- Clean-up area
- Includes 2% for P&P Bonds

PRICING AND ACCEPTANCE

TOTAL PRICE:.....89,707.80 USD

CLARIFICATIONS

- 1. Applicable taxes are not included and will be added to the invoice.
- 2. Any service not listed is not included.
- 3. Work will be performed during normal Trane business hours.
- 4. This proposal is valid for 30 days from September 30, 2022
- 5. No controls included (Trane Controls Quote was also provided)

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Chad Bertelsmeier

Cell: 913-225-4134

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

- 1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
- 2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
- 3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
- 4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

<p>CUSTOMER ACCEPTANCE</p> <hr/> <p>Authorized Representative</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> <hr/> <p>Purchase Order</p> <hr/> <p>Acceptance Date</p> <p>Trane's License Number:</p>

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc. dba Trane.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company’s performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon the Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company’s counteroffer will be deemed accepted. Customer’s acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company’s regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company’s invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer’s request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.**

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this

Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)

Supersedes 1-10.48 (0720)



TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team-oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$479,860.00 within the 2022 Self-Insurance Fund to cover an unanticipated budgetary shortfall within the property damage and workmen's compensation accounts.

RESOLUTION NO. 21087, November 7, 2022

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, increases to the budget line item accounts for property insurance and excess workmen's compensation insurance are necessary to cover anticipated bills through the end of 2022; and,

WHEREAS, in order to provide this additional funding, a transfer is required; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2022 Self-Insurance Fund be and hereby is made:

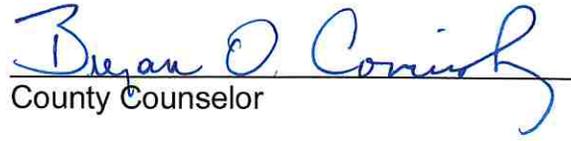
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Self-Insurance Fund County Counselor 060-1101	56080- Other Professional Services	\$50,000	
Human Resources 060-1202 Non-Departmental Self-Insurance 060-5160	56756- Training Expense	\$75,000	
Finance 060-1404 Non-Departmental Self-Insurance 060-5160	56100- Disability	\$354,860	
	56310- Property Damage		\$62,958
	56320- Workmen's Compensation		\$416,902

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. 21087 of November 7, 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: 060 1101 56080
ACCOUNT TITLE: Self-Insurance Fund
County Counselor
Other Professional Services
NOT TO EXCEED: \$50,000.00

ACCOUNT NUMBER: 060 1202 56756
ACCOUNT TITLE: Self-Insurance Fund
Human Resources
Training Expense
NOT TO EXCEED: \$75,000.00

ACCOUNT NUMBER: 060 5160 56100
ACCOUNT TITLE: Self-Insurance Fund
Non-Departmental - Self Insurance
Disability
NOT TO EXCEED: \$354,860.00

11/3/2022
Date


Chief Administrative Officer

Request for Legislative Action

Resolution No.: 21087
Sponsor: Theresa Cass Galvin
Date: November 7, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21087
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	11/7/2022

Introduction

Action Items: ['Transfer']

Project/Title:

A resolution transferring \$479,860 within the Self-Insurance fund to cover unanticipated budgetary shortfalls related to property insurance and excess worker's compensation.

Request Summary

The County has received invoices for the excess worker's compensation and property insurance 22-23 policies. Excess worker's compensation is \$261,310 and property insurance is \$1,663,813. Both of these increased from previous years and what was estimated in the 2022 budget process. Property insurance requires an additional 62,958 in account 060-1404-56310. Excess worker's compensation requires an additional \$416,902 in account 060-5160-56320. This will cover the bill and estimated funds that will be needed for October through December expenses.

2022 is the first year the self-insurance fund has been budgeted and appropriated during the annual budget process.

Contact Information

Department:	Finance	Submitted Date:	10/19/2022
Name:	Sarah L. Matthes	Email:	SLMatthes@jacksongov.org
Title:	Grant Audit & Risk Manager	Phone:	816-881-3202

Budget Information

Amount authorized by this legislation this fiscal year:	\$479,860
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$479,860
Is it transferring fund?	Yes
Transferring Fund From:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
060 (Self-Insurance Fund)	1101 (County Counselor)	56080 (Other Professional Services)	\$50,000
060 (Self-Insurance Fund)	1202 (Human Resources)	56756 (Training Expense)	\$75,000
060 (Self-Insurance Fund)	5160 (Non-Departmental - Self Insurance)	56100 (Disability)	\$354,860
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
060 (Self-Insurance Fund)	1404 (Finance)	56310 (Property Damage)	\$62,958
060 (Self-Insurance Fund)	5160 (Non-Departmental - Self Insurance)	56320 (Workmen's Compensation)	\$416,902

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20259	September 16, 2019
20071	December 10, 2018

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

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

Request for Legislative Action

WBE: .00%
VBE: .00%
Prevailing Wage
Not Applicable

Fiscal Information

- Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

History

Submitted by Finance requestor: Sarah L. Matthes on 10/19/2022. Comments:

Approved by Department Approver Bob Crutsinger on 10/19/2022 3:51:17 PM. Comments:

Not applicable by Purchasing Office Approver Craig A. Reich on 10/19/2022 4:27:13 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/20/2022 11:20:37 AM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 10/20/2022 11:35:50 AM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvya Stevenson on 10/20/2022 1:06:24 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 11/3/2022 9:32:02 AM. Comments:

Invoice Details

[REDACTED]
[REDACTED] : [REDACTED] [REDACTED] [REDACTED]
[REDACTED] : [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]

Line of Business	Description	Amount Due
[REDACTED]	[REDACTED]	[REDACTED]
Balance		[REDACTED]

[REDACTED]
[REDACTED]

Invoice 2 of 3

Invoice ID: 23844016
 Carrier: Travelers Indemnity Company
 Policy Term: 10/01/2022 to 10/01/2023

Effective Date: 10/01/2022
 Policy Number: KTKCMB297T797822

Line of Business	Description	Amount Due
Package Total	Property Package Policy Premium	\$1,663,813.00
Balance		\$1,663,813.00

Invoice
 Message:

Invoice 3 of 3

Invoice ID: 23844068
 Carrier: Midwest Employers Casualty Co.
 Policy Term: 10/01/2022 to 10/01/2023

Effective Date: 10/01/2022
 Policy Number: EWC009550

Line of Business	Description	Amount Due
Workers Compensation(1)	Premium	\$261,310.00
Balance		\$261,310.00

Invoice
 Message:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing a six-month extension to the term and supply contract with Trane of Davidson, NC, for the furnishing of HVAC products, installation, and service for use by the Facilities Management Division of the Public Works Department under the terms and conditions set forth in U.S. Communities Contract No. 15-JLP-023, an existing government contract.

RESOLUTION NO. 21088, November 7, 2022

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, by Resolution 19286, dated October 17, 2016, the Legislature did award a twenty-three month term and supply contract, with two twenty-four month options to extend for the furnishing of HVAC products, installation, and service for use by the Facilities Management Division of the Public Works Department to Trane of Davidson, NC, under the terms and conditions set forth in U.S. Communities Contract No. 15-JLP-023, an existing government contract; and,

WHEREAS, the Director of Public Works recommends an additional six-month extension to this contract so that the department may continue to utilize this vendor's services through the end of the U.S. Communities Contract No. 15-JLP-023; and,

WHEREAS, the recommended extension will allow the continued and uninterrupted furnishing of these necessary services through March 31, 2023, with no changes in price, terms, or conditions; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the contract

with Trane of Davidson, NC, be extended as recommended by the Director of Public Works, and that the Director of Finance and Purchasing be, and hereby is, authorized to execute for the County any documents necessary to the accomplishment of the extension; and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21088 of November 7, 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

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



Date



Chief Administrative Officer

Request for Legislative Action

Res. #21088

Sponsor: Jalen Anderson

Date: November 7, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21088
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	11/7/2022

Introduction

Action Items: ['Authorize']

Project/Title:

Authorizing the addition of a Six (6) Month Extension for the furnishing of HVAC Products, Installation, Services for use by the Facilities Management Division of the Public Works Department to Trane US of Davidson, NC under the terms and conditions set forth in the U.S. Communities Contract No. 15-JLP-023, an existing government contract.

Request Summary

Facilities Management Division of the Public Works Department requires a Term and Supply Contract for Trane US in order to maintain the current Trane HVAC system maintenance and provide equipment upgrades as necessary for satisfactory working climates.

The initial term of U.S. Communities Contract No. 15-JLP-023 is from October 1, 2015, through September 30, 2018, with two (2) Twenty-Four Month options to extend with was approved by Resolution 19286. U.S. Communities has issued an extension offer to this contract for six (6) months, for the time period from October 1, 2022, through March 31, 2023, with no changes in price, terms or conditions.

Pursuant to Section 1030.4 of the Jackson County Code, the Purchasing Department recommends the authorization of an adding a six (6) month extension for the furnishing of HVAC Products, Installation and Services under the terms and conditions set forth in U.S. Communities Contract No. 15-JLP-023, a competitively bid government contract.

The award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

Contact Information

Department:	Finance	Submitted Date:	7/27/2022
Name:	Keith E. Allen	Email:	keallen@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3465

Budget Information

Amount authorized by this legislation this fiscal year:	\$ 0
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Request for Legislative Action

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

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19286	October 17, 2016

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Approval of a Term and Supply contract which may include construction project(s) over \$75000	['Utilizes Term and Supply contract']

Fiscal Information
•

Request for Legislative Action

History

Submitted by Finance requestor: Keith E. Allen on 7/27/2022. Comments:

Approved by Department Approver Bob Cruetsinger on 7/28/2022 9:02:57 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 7/28/2022 9:31:49 AM. Comments:

Returned for more information by Compliance Office Approver Katie M. Bartle on 7/28/2022 9:54:10 AM. Comments: 1. Trane is not in compliance. 2. What is the estimated annual usage? 3. Please provide a copy of the original contract for prevailing wage review.

Submitted by Requestor Keith E. Allen on 10/31/2022 4:41:37 PM. Comments:

Approved by Department Approver Bob Cruetsinger on 11/1/2022 8:17:28 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 11/1/2022 9:14:49 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 11/1/2022 10:00:46 AM. Comments: Missouri Annual Wage Order 29 will apply to any prevailing wage projects performed under this contract. CRO will require an acknowledgement from Trane on the wage rates prior to a PO being issued for projects on which prevailing wage applies.

Approved by Budget Office Approver David B. Moyer on 11/1/2022 10:10:04 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 11/1/2022 11:29:10 AM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 11/3/2022 10:11:57 AM. Comments:



Sean W. Bulson, Ed.D., Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org

Purchasing Department
Jennifer Horner, CPPB, Purchasing Agent
ph. 410-809-6044
Jennifer.Horner@hcps.org

RFP #15-JLP-023 EXTENSION
October 1, 2022 – March 31, 2023

This contract extension is made and entered into this 8th day of September 2021, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland 21014 (hereafter referred to as Owner) and Trane, a corporation located at 800 Beaty Street, Davidson, North Carolina 28036, (hereafter referred to as Contractor).

WHEREAS, Owner and Contractor have entered into an Agreement dated September 29, 2015 (hereafter referred to as the Contract), for the Contractor to provide comprehensive HVAC Products, Installation, Services and Related Products and Services in accordance with RFP #15-JLP-023.

WHEREAS, the original Contract will expire on September 30, 2022.

THEREFORE, for and in consideration of the mutual promises to each other, as in hereinafter set forth, the parties hereto do mutually agree to extend the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to offer an extension to this Contract for six (6) months, for the time period from October 1, 2022 through March 31, 2023.
2. Pricing structures and related pricing terms will remain the same as the original terms and conditions.
3. All other terms, conditions and provisions of the Contract remain in effect.

WHEREAS, the parties hereto desire to set the terms of the extension in writing:

IN WITNESS WHEREOF, Owner and the Contractor have executed the extension agreement the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

TRANE

By: Bobbie Tolston
Signature

By: [Signature]
Signature

Name: Bobbie Tolston, NIGP-CPP, CPPO, CPPB

Name: Greg Spencer

Title: Supervisor of Purchasing

Title: Strategic Cooperative Program Leader

Date: September 8, 2021

Date: 9-8-2021

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the rental of portable outdoor toilets for use by the various County Departments to ORI Outdoor Restrooms of Blue Springs, MO, under the terms and conditions of invitation to Bid No. 74-22.

RESOLUTION NO. 21089, November 7, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 74-22 for the rental of portable outdoor toilets for use by the Parks + Rec and Public Works Departments and the Sheriff's Office throughout the County; and,

WHEREAS, a total of sixteen notifications were distributed and viewed, with three responses received and evaluated from the following:

BIDDERS

ORI Outdoor Restrooms
Blue Springs, MO

Laban Contracting LLC
Wellington, MO

United Rentals, Inc.
Temple Terrace, FL

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of twelve-month term and supply contracts with one twelve-month option to extend for the needed portable outdoor toilet

rental to ORI Outdoor Restrooms of Blue Springs, MO, as the lowest and best bid received; and,

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

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

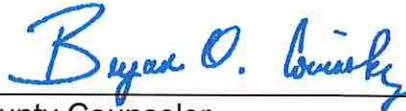
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent sufficient appropriations to the using spending agencies have been made in the then current Jackson County budget.

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. 21089 of November 7, 2022 was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

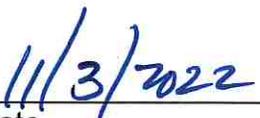
Yeas _____ Nays _____

Abstaining _____ Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.



Date



Chief Administrative Officer

Request for Legislative Action

Resolution No.: 21089
Sponsor: Tony Miller
Date: November 7, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21089
Sponsor(s):	Tony Miller	Legislature Meeting Date:	11/7/2022

Introduction
Action Items: ['Award']
Project/Title: Awarding a Twelve (12) Month Term and Supply Contract, with One Twelve (12) Month Option to Extend for the furnishing of Portable Outdoor Toilet Rental for Various County Departments to ORI Outdoor Restrooms of Blue Springs, Missouri under the terms and conditions of Invitation to Bid No. 74-22.

Request Summary						
<p>Various County Departments require a Term and Supply Contract to provide Portable Outdoor Toilet Rental Services on an “as needed” basis. The Purchasing Department issued Invitation to Bid No. 74-22 to meet those requirements.</p> <p>A total of 102 notifications were distributed, 16 vendors downloaded the bidding documents, and three responses were received.</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Term and Supply Contract for the furnishing of Portable Toilet Rentals for Various County Departments to ORI Outdoor Restrooms of Blue Springs, Missouri as the lowest and best bid. ORI had the lowest prices of the three respondents.</p> <p>Estimated use by Department is as follows:</p> <table><tr><td>Parks + Rec</td><td>\$65,000</td></tr><tr><td>Public Works</td><td>\$2,500</td></tr><tr><td>Sherriff</td><td>\$2,500</td></tr></table> <p>This award is made on an “as needed” basis and does not obligate the County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>	Parks + Rec	\$65,000	Public Works	\$2,500	Sherriff	\$2,500
Parks + Rec	\$65,000					
Public Works	\$2,500					
Sherriff	\$2,500					

Contact Information			
Department:	Finance	Submitted Date:	10/26/2022
Name:	Craig A. Reich	Email:	CReich@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3265

Budget Information

Request for Legislative Action

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

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19436	March 27, 2017
17839	March 5, 2012

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

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

Request for Legislative Action

Fiscal Information

-

History

Submitted by Finance requestor: Craig A. Reich on 10/26/2022. Comments:

Returned for more information by Department Approver Bob Crutsinger on 10/26/2022 1:07:26 PM. Comments: Returned per our exchange of e-mails.

Submitted by Requestor Craig A. Reich on 10/27/2022 12:16:50 PM. Comments: Attached Sheriff Recommendation letter.

Approved by Department Approver Bob Crutsinger on 10/27/2022 1:00:57 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 10/27/2022 1:26:36 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/28/2022 10:38:47 AM. Comments:

Not applicable by Budget Office Approver David B. Moyer on 10/28/2022 10:47:15 AM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 10/28/2022 2:35:21 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 11/3/2022 10:12:56 AM. Comments:



JACKSON COUNTY
Parks + Rec

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

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

MEMORANDUM

TO: Craig Reich, Senior Buyer
FROM: John Johnson, Superintendent Park Operations
DATE: September 19, 2022
SUBJECT: Term and Supply Contract No 74-22 Portable Toilet Rental

The Parks Department recommends awarding the contract to Outdoor Restrooms (ORI). ORI is the lowest and best bid for the specific units Parks + Rec rents on a regular basis. As the incumbent bidder, ORI has provided outstanding service, is highly reliable and is responsive to Park + Rec needs/emergencies, outside of normal ORI operating hours.

Portable toilet units are used throughout the 21,000+ acre park system at trailheads, park shelters, soccer fields, radio control flying fields, ball fields, etc.

Projected usage during the next twelve months is \$65,000.

Please advise if you need additional information, thank you.



Frank White Jr., County Executive



Jackson County Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160
Grain Valley, Missouri 64029
(816) 847-7050 *phone*
(816) 847-7051 *fax*

MEMORANDUM

TO: Craig Reich, Finance and Purchasing Department

FROM: Caroline Deihl, Administrative Supervisor, Public Works

DATE: September 20, 2022

SUBJECT: Recommendation for Vendor: Outdoor Restrooms

The Public Works Department needs a term and supply vendor for the services of Portable Toilet Rental.

The Purchasing Department bid such services and 3 vendors submitted a bid for No. 74-22 Portable Toilet Rental. Please consider bid No. 74-22 Toilet Portable Rental be awarded to Outdoor Restrooms. Outdoor Restrooms can provide portable toilet rentals at a better rate than the other proposed bids.

It is estimated that the County could spend approximately \$2,500.00 annually with Outdoor Restrooms.

For the reason above, it has been requested that Outdoor Restrooms be awarded the term and supply contract for Bid No. 74-22, Portable Toilet Rental.

Thank you for your consideration,

Thank you,

Caroline Deihl

OFFICE of the JACKSON COUNTY SHERIFF



Sheriff Darryl Forté

TO:

FROM:

DATE:

SUBJECT

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item Name	Quantity Required	Numeric	Total Cost
					Unit Price	
Success: All values provided	Bid	#0-1	Standard, monthly rate with service once per week		\$ 95.00	-
Success: All values provided	Bid	#0-2	Standard, monthly rate with service twice per week		\$ 165.00	-
Success: All values provided	Bid	#0-3	Standard, one day rate		\$ 95.00	-
Success: All values provided	Bid	#0-4	Standard, 2-day rate with service after day 1		\$ 120.00	-
Success: All values provided	Bid	#0-5	Standard, 3-day rate with service after day 1 and day 2		\$ 135.00	-
Success: All values provided	Bid	#0-6	Standard 4-day rate with service after day 1, day 2 and day 3		\$ 150.00	-
Success: All values provided	Bid	#0-7	Standard, move charge		\$ 25.00	-
Success: All values provided	Bid	#0-8	Standard, unscheduled service charge		\$ 30.00	-
Success: All values provided	Bid	#0-9	Handicapped Accessible (ADA), monthly rate with service once per week		\$ 180.00	-
Success: All values provided	Bid	#0-10	Handicapped Accessible (ADA), monthly rate with service twice per week		\$ 225.00	-
Success: All values provided	Bid	#0-11	Handicapped Accessible (ADA), 1-day rate		\$ 180.00	-
Success: All values provided	Bid	#0-12	Handicapped Accessible (ADA), 2-day rate with service after day 1		\$ 205.00	-
Success: All values provided	Bid	#0-13	Handicapped Accessible (ADA), 3-day rate with service after day 1 and day 2		\$ 220.00	-
Success: All values provided	Bid	#0-14	Handicapped Accessible (ADA), 4-day rate with service after day 1, day 2 and day 3		\$ 235.00	-
Success: All values provided	Bid	#0-15	Handicapped Accessible (ADA), move charge		\$ 30.00	-
Success: All values provided	Bid	#0-16	Handicapped Accessible (ADA), unscheduled service charge		\$ 30.00	-
Success: All values provided	Bid	#0-17	Sink, 1-day rate		\$ 110.00	-
Success: All values provided	Bid	#0-18	Sink, unscheduled service charge		\$ 125.00	-

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item Name	Quantity Required	Numeric	Total Cost
					Unit Price	
Success: All values provided	Bid	#0-1	Standard, monthly rate with service once per week		\$ 50.00	-
Success: All values provided	Bid	#0-2	Standard, monthly rate with service twice per week		\$ 100.00	-
Success: All values provided	Bid	#0-3	Standard, one day rate		\$ 50.00	-
Success: All values provided	Bid	#0-4	Standard, 2-day rate with service after day 1		\$ 70.00	-
Success: All values provided	Bid	#0-5	Standard, 3-day rate with service after day 1 and day 2		\$ 80.00	-
Success: All values provided	Bid	#0-6	Standard 4-day rate with service after day 1, day 2 and day 3		\$ 80.00	-
Success: All values provided	Bid	#0-7	Standard, move charge		\$ 0.00	-
Success: All values provided	Bid	#0-8	Standard, unscheduled service charge		\$ 15.00	-
Success: All values provided	Bid	#0-9	Handicapped Accessible (ADA), monthly rate with service once per week		\$ 95.00	-
Success: All values provided	Bid	#0-10	Handicapped Accessible (ADA), monthly rate with service twice per week		\$ 145.00	-
Success: All values provided	Bid	#0-11	Handicapped Accessible (ADA), 1-day rate		\$ 95.00	-
Success: All values provided	Bid	#0-12	Handicapped Accessible (ADA), 2-day rate with service after day 1		\$ 95.00	-
Success: All values provided	Bid	#0-13	Handicapped Accessible (ADA), 3-day rate with service after day 1 and day 2		\$ 95.00	-
Success: All values provided	Bid	#0-14	Handicapped Accessible (ADA), 4-day rate with service after day 1, day 2 and day 3		\$ 95.00	-
Success: All values provided	Bid	#0-15	Handicapped Accessible (ADA), move charge		\$ 0.00	-
Success: All values provided	Bid	#0-16	Handicapped Accessible (ADA), unscheduled service charge		\$ 15.00	-
Success: All values provided	Bid	#0-17	Sink, 1-day rate		\$ 75.00	-
Success: All values provided	Bid	#0-18	Sink, unscheduled service charge		\$ 15.00	-

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item Name	Quantity Required	Numeric	Total Cost
					Unit Price	
Success: All values provided	Bid	#0-1	Standard, monthly rate with service once per week		\$ 155.00	-
Success: All values provided	Bid	#0-2	Standard, monthly rate with service twice per week		\$ 235.00	-
Success: All values provided	Bid	#0-3	Standard, one day rate		\$ 155.00	-
Success: All values provided	Bid	#0-4	Standard, 2-day rate with service after day 1		\$ 155.00	-
Success: All values provided	Bid	#0-5	Standard, 3-day rate with service after day 1 and day 2		\$ 235.00	-
Success: All values provided	Bid	#0-6	Standard 4-day rate with service after day 1, day 2 and day 3		\$ 315.00	-
Success: All values provided	Bid	#0-7	Standard, move charge		\$ 55.00	-
Success: All values provided	Bid	#0-8	Standard, unscheduled service charge		\$ 85.00	-
Success: All values provided	Bid	#0-9	Handicapped Accessible (ADA), monthly rate with service once per week		\$ 285.00	-
Success: All values provided	Bid	#0-10	Handicapped Accessible (ADA), monthly rate with service twice per week		\$ 370.00	-
Success: All values provided	Bid	#0-11	Handicapped Accessible (ADA), 1-day rate		\$ 285.00	-
Success: All values provided	Bid	#0-12	Handicapped Accessible (ADA), 2-day rate with service after day 1		\$ 285.00	-
Success: All values provided	Bid	#0-13	Handicapped Accessible (ADA), 3-day rate with service after day 1 and day 2		\$ 370.00	-
Success: All values provided	Bid	#0-14	Handicapped Accessible (ADA), 4-day rate with service after day 1, day 2 and day 3		\$ 450.00	-
Success: All values provided	Bid	#0-15	Handicapped Accessible (ADA), move charge		\$ 75.00	-
Success: All values provided	Bid	#0-16	Handicapped Accessible (ADA), unscheduled service charge		\$ 105.00	-
Success: All values provided	Bid	#0-17	Sink, 1-day rate		\$ 135.00	-
Success: All values provided	Bid	#0-18	Sink, unscheduled service charge		\$ 95.00	-

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement with the University of Missouri - Kansas City, to allow for an allocation to the University of Missouri - Kansas City, to provide health services and aid vaccination efforts in east Kansas City, at an additional cost to the County not to exceed \$5,000,000.00 through December 31, 2024.

RESOLUTION NO. 21090, November 7, 2022

INTRODUCED BY Jalen Anderson and Crystal Williams, County Legislator

WHEREAS, by Ordinance 5506, dated May 10, 2021, the Legislature appropriated \$4,998,014.00 from the undesignated fund balance of the 2021 CARES Act Fund to allow for an allocation to the University of Missouri - Kansas City, to establish the “Our Healthy Eastside” (OHKCE) Project to provide health services and aid vaccination efforts in east Kansas City and authorizing the County Executive to execute a Cooperative Agreement with the University of Missouri - Kansas City (UMKC), at a cost to the County not to exceed \$4,998,014.00; and,

WHEREAS, by Ordinance 5583, dated December 13, 2021, the Legislature changed the funding source for the previous allocation to the University of Missouri - Kansas City from the CARES Act funds to American Rescue Plan Act (ARPA) funds; and,

WHEREAS, with OHKCE Phase II provided by this Resolution, UMKC and community partners will continue the OHKCE project to promote and deliver widespread COVID-19 vaccinations and other health services within Kansas City’s most socially vulnerable community; and,

WHEREAS, OHKCE Phase II will continue to utilize UMKC's, University Health's, and the Black Health Care Coalition's extensive experience in providing health services in community and medical settings in Kansas City's Eastside; and,

WHEREAS, OHKCE Phase II will increase vaccination rates among the most vulnerable populations and increase preventive health services offered from June 1, 2022, through December 31, 2024; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute a Cooperative Agreement with UMKC for the OHKCE project in east Kansas City, in a form 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 payments on the Agreement to the extent that sufficient appropriations are available in the 2023 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. 21090 of November 7, 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 expenditure are subject to appropriation in the County's 2023 annual budget.



Date



Chief Administrative Officer

Request for Legislative Action

Res. #21090
Sponsor: Jalen Anderson
Crystal Williams
Date: November 7, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21090
Sponsor(s):	Jalen Anderson;Crystal J. Williams	Legislature Meeting Date:	11/7/2022

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing the County Executive to execute a contract with the University of Missouri- Kansas City (UMKC) for phase II of the Jackson's County's "Our Health KC Eastside (OHKCE), subject to appropriation.

Request Summary
Our Healthy KC Eastside (OHKCE) is community-wide project that aims to address health equity and the quality of life of Jackson County residents. Guided by the accomplishments and lessons learned from the first year's implementation of the OHKCE initiative, the requestd extension and contract amendments will allow the program to further increase reach of vaccinations and expand the delivery health services, prevention programming, and treatment with socially vulnerable communities in historically underserved areas throughout Jackson County.

Contact Information			
Department:	County Executive Office	Submitted Date:	10/26/2022
Name:	Caleb Clifford	Email:	CClifford@jacksongov.org
Title:	Chief of Staff	Phone:	816-881-3333

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

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5583	December 13, 2021
5506	May 10, 2021
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
•

Request for Legislative Action

History

Submitted by County Executive Office requestor: Caleb Clifford on 10/26/2022. Comments:

Approved by Department Approver Sylvya Stevenson on 10/26/2022 5:35:46 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 10/27/2022 11:35:33 AM. Comments:

Returned for more information by Compliance Office Approver Katie M. Bartle on 10/27/2022 2:11:03 PM. Comments: UMKC is not in compliance. They can go to <https://jacomocompliance.com/login.php> to create a profile and submit an application. Questions can be sent to compliance@jacksongov.org.

Submitted by Requestor Lisa Honn on 11/1/2022 1:08:16 PM. Comments: Resubmitting at the request of Caleb Clifford.

Approved by Department Approver Sylvya Stevenson on 11/1/2022 1:22:21 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 11/1/2022 1:29:54 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 11/1/2022 2:21:38 PM. Comments:

Not applicable by Budget Office Approver David B. Moyer on 11/1/2022 2:47:28 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 11/1/2022 3:38:21 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 11/3/2022 10:48:56 AM. Comments:

Our Healthy KC
Eastside
(OHKCE)
Phase II

A Community-
wide COVID-19
Vaccination and
Health Services
Project to
Address Health
Equity



Proposal submitted by the University of Missouri-Kansas City (UMKC)
and Collaborating Partners

2022

TABLE OF CONTENTS

OHKCE Proposal Overview.....	3
Vaccinations and Health Services enhanced with Cancer Screenings and Internet Access.....	4
Infant Mortality Project.....	6
Diabetes Prevention Program Collaborative Project.....	8
OHKCE Research Studies.....	10
Meetings, Communications, and Media.....	12
OHKCE Team Leaders.....	13
OHKCE Infrastructure.....	15
Impact Measurement.....	16
References.....	17

OHKCE Proposal Overview: Community-driven Goals and Strategies

Our Healthy KC Eastside (OHKCE) is community-wide project that aims to address health equity and the quality of life of Jackson County residents. Guided by the accomplishments and lessons learned from the first year's implementation of the OHKCE initiative, this proposal aims to further increase reach of vaccinations and expand the delivery health services, prevention programming, and treatment with socially vulnerable communities in geographical areas throughout Jackson County.

We will continue to build our large-scale collaborative community partnerships with faith, youth, business, and neighborhood sectors and our health organization partners – University of Missouri-Kansas City's Pharmacy, Nursing, Medicine, and Dental Schools; University Health, Children's Mercy Kansas City and the Black Health Care Coalition. **We will also forge new partnerships with KC Digital Drive, Swope Health, and Samuel U. Rodgers Health Care Center.**

We learned many best practices in increasing acceptance of vaccinations and addressing factors associated with vaccine hesitancy from our prior OHKCE experience. For example, a key to OHKCE's success in achieving 12,942 vaccinations was the grassroots community engagement efforts of 160 community health liaisons, dedicated health professionals – many who were volunteers, and the hundreds of UMKC volunteer students.¹⁻⁴ Also, in vaccinating thousands of people in community-clinic and medical settings, **we learned that many people were “vaccine slow” versus being “vaccine no”**, and having physicians and pharmacists available to address concerns and questions was highly valued and in most cases resulted in a “yes” to vaccination.⁵ We also learned that providing other health services, such as health screenings and referrals to treatment, were highly valued by community residents – 80% reported that having community-clinics with accessible health services was very desirable.⁶

Also, findings from our OHKCE community-wide survey with 3,496 people informed us that many residents were experiencing challenges to achieving well-being and overall quality of life that were grounded in social determinants to health. For instance, **we learned that many people: had forgone doctor's appointments due to the pandemic, were living with chronic health conditions (e.g., high blood pressure, diabetes, mental health), were food insecure, did not have internet services in their home, and experienced transportation challenges.**⁶

Additionally, from OHKCE Community Forum focus groups with 121 community members, health professionals, and health science researchers, **we learned their top three health priority issues that needed to be addressed on the Eastside were: diabetes, high blood pressure and mental health.** We also know that Jackson County residents, especially those in socially vulnerable communities, are particularly burdened with high infant mortality rates and undiagnosed cancers.

OUR ENHANCED APPROACH

To address the community health needs described above, the proposed OHKCE initiative efforts will take place from July 1, 2021 – December 31, 2024 services will consist of:

- Increasing reach of vaccination and health services including cancer screening and access to broadband internet services to improve access to healthcare.
 - Goal: 5,000 persons
- Understanding women's reproduction needs and addressing infant mortality.
 - Goal: 2,000 women participating in surveys, focus groups, and reproductive health program
- Identifying persons at risk for diabetes and providing an evidence-based diabetes prevention program
 - Goal: 1,000 persons identified and referred to the DPP with 500 enroll in the DPP

We will continue to expand on the number of partners in our four Eastside community sectors (businesses, churches, neighborhood associations, and youth organizations) and will continue to:

- Equip community health liaisons with COVID-19 health educational and communication tools
- Conduct multiple innovative health science research projects with community partners
- Measure multiple levels of community impact with a proven project implementation model

VACCINATIONS AND HEALTH SCREENINGS ENHANCED WITH CANCER SCREENINGS

Vaccinations

In the first phase of the OHKCE initiative, the goal of completing 5,000 vaccinations was greatly exceeded by completing 12,942 vaccinations in community-clinic and medical settings. The majority of these vaccinations were received by Jackson County Eastside residents who lived in the prioritized zip codes which were among some of the highest socially vulnerable areas in Jackson County. Despite the large number of people vaccinated in Year 1 and achievement of vaccination rates that were greater than Kansas City's overall vaccination rate,⁷ there is still much room for improvement. This is even more so the case considering Jackson County's vaccination rates are currently slightly lower than other large metropolitan counties (Saint Louis, Saint Louis County) in the state of Missouri.⁸

OHKCE Approach

We will refine our comprehensive strategies that contributed to OHKCE's prior **successful efforts in increasing acceptance of vaccinations and addressing factors associated with vaccine hesitancy**. These strategies will include having:

- a) Community partners' health liaisons equipped with COVID-19 messaging tools and support to encourage their constituents to get vaccinated and coordinate vaccination events in their sector
- b) OHKCE community-clinics in venues people frequent often and trust to reduce medical mistrust and transportation, location, and registration challenges
- c) Physicians and pharmacists available at community-clinic events to talk with people about their vaccination concerns and dispel myths
- d) Health services available along with vaccinations to address access care
- e) Incentives provided to persons who get vaccinated in order to spur vaccinations among people who otherwise may be slow or hesitant to get vaccinated

We will further enhance our strategies by:

- a) Updating communication messaging tools to reflect current COVID-19 conditions and guidelines
- b) Working with more organizations that serve children and parents of young children in partnership with community organizations that provide programming for this population
- c) Tailoring messaging to get more young adults vaccinated, especially with use of social media
- d) Increasing reach with special Spanish-speaking and refugee populations
- e) Offering incentives to all person who get vaccinated whether if the first shot or a booster shot

Project Goal:

- Complete 5,000 vaccinations in Jackson County's Eastside

Health Services Delivery

We will continue to provide health screening services inclusive of:

- Blood pressure checks;
- Blood glucose
- Mental health
- Dental and sexually transmitted infection screenings
- Dental treatments, and linkage to care and community resources services.

Delivery of these health services will be provided by health professionals (e.g., physicians, pharmacists) and hundreds of student and other health professional volunteers from UMKC Schools of Nursing and Health Services, Medicine, Dentistry, and Pharmacy, and University Health, as previously conducted.⁹⁻¹²

Project Goal:

- We have anticipate providing 2,000 units of health services inclusive of cancer screenings

Cancer Screenings

During the OHKCE bridge phase, cancer screenings were piloted at the community-clinic events. We demonstrated that cancer screenings were highly feasible and highly valued by community residents. Cancer screenings will address the high ranking of cancer deaths in Missouri and Jackson County (2nd leading cause of death after heart disease).¹³

We will therefore enhance the delivery of health services to include cancer screenings at each community-clinic event and in medical settings. The following cancer screenings will be provided:

- a) Colon cancer screenings
- b) HPV screenings and Pap smears
- c) Oral cancer screenings
- d) Breast cancer screenings (mammograms)

Community health workers from Black Health Care Coalition will provide linkage to care and community resources to persons in need, inclusive of assistance with accessing health insurance including Medicaid if qualified, making health appointments, and providing social support.

Access to Broadband Internet and Electronic Health Information

Nationwide, underserved communities struggle with accessing health information, their electronic health records, and online registrations for COVID-19 vaccinations and testing. Only about 20% of persons completing our OHKCE community-wide health survey indicated they had broadband internet service in their home.⁶ We have therefore partnered with KC Digital Drive to empower residents with linkage to internet services and seminars on personal use of electronic health records and online health information.

Health Services in Community-Clinic and Healthcare Settings Inclusive of Cancer Screenings

Health Unit Delivery Services	Setting for Health Service Delivery	Health Services to be Delivered
School of Pharmacy (SOP)	Community and UMKC Pharmacy School	<ul style="list-style-type: none"> • COVID-19 vaccinations in community settings • HPV screenings (cervical cancer prevention) • Colon cancer screenings • Mental health screening • Diabetes screenings and referrals • Education on various recommended vaccines (e.g., HPV, flu)
School of Dentistry (SOD)	Community and On-campus UMKC clinic	<ul style="list-style-type: none"> • Dental screenings/referrals to free School of Dentistry dental exam • Oral cancer screenings • Dental education, toothbrushes, toothpaste, and floss kits • Brush, Book, Bed program for parents and children • Lessons in a Lunchbox program for children • HPV education training
School of Nursing & Health Services (SONHS)	Community	<ul style="list-style-type: none"> • COVID-19 vaccinations • Diabetes, hypertension and glucose screening and referral
School of Medicine (SOM)	Community and University Health	<ul style="list-style-type: none"> • COVID-19 vaccinations and testing in community settings • Sexually transmitted infections screenings • Pap smear and mammograms (cancer screenings) • Talk with a Doc and Walk with a Doc events
University Health (formerly Truman Medical Center)	University Health: Health Science District and Lakeside	<ul style="list-style-type: none"> • COVID-19 vaccination and testing at TMC-Hospital Hill with set hours of operation and creation of a vaccination and testing site in KC's Southeast Eastside area; pop-up vaccination events • Call center for persons with questions on scheduling COVID-19 vaccinations/testing and answering other health questions
Black Health Care Coalition (BHCC)	Community and medical settings	<ul style="list-style-type: none"> • Linkage to healthcare and community resources by community health workers • Support for mothers with infants and community baby showers
KC Digital Drive	Community and educational settings	<ul style="list-style-type: none"> • Linkage to broadband internet services • Electronic health records and online health education sources

INFANT MORTALITY PROJECT: UNDERSTANDING AND ADDRESSING REPRODUCTIVE NEEDS OF EASTSIDE WOMEN

Background

Although the United States is considered to be one of the wealthiest countries in the world, infant mortality rates in the U.S. are among some of the highest worldwide. Infant mortality is the death of an infant between birth and the first birthday and is calculated as the rate of infant deaths per 1000 births.¹⁴ The disparities are even more pronounced among infants born to women of color, especially Black women, and those from under-resourced communities.¹⁴⁻¹⁵

For example, a Jackson County report (2018) found that the infant mortality rates (IMR) for Black infants was more than twice as that for White infants, and while

Location	Race	IMR 2000	IMR 2015	Reduction in IMR	Mean, IMR, 2000-2015, (95% CI)
Jackson County	White	5.2	4.4	16.4%	5.5 (4.5, 6.4)
	Black	13.5	10.4	22.6%	12.1 (10.2, 14.1)
Missouri	White	5.8	5.4	7.7%	5.9 (5.5, 6.4)
	Black	16.8	12.3	26.6%	14.2 (12.4, 16.0)

some reports suggest improvements in Jackson County, national studies indicate this trend will continue to worsen. Alarming, zip codes in our region (64106, 64138, 64110) have an IMR that rivals some developing countries (18, 21.7, and 19.4 respectively).¹⁵⁻¹⁶

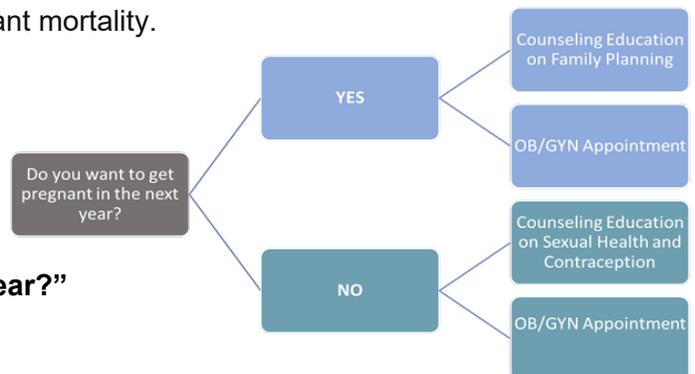
Among the primary causes of these high rates of infant mortality with underserved populations are low birth weight and pre-term births, sudden unexpected infant death syndrome, injuries and accidents, and deaths related to maternal pregnancy complications.¹⁶ Several social determinants contribute to infant mortality rates including the health of the mother, limited prenatal care and access to healthcare, smoking and drug use behaviors, and socioeconomic factors (e.g., income, education level). Of note, a 2020 Jackson County Health Department report indicated higher rates of teenage moms, low birth weights, earlier gestation, and delayed prenatal care in the first trimester among Blacks than Whites.¹⁵

The most effective strategies to reduce risk of infant mortality begin far before pregnancy and focus on making sure that reproductive age women are equipped with the appropriate healthcare, information, and support they need to deliver and grow healthy babies. Studies have also shown that women are accepting of reproductive counseling from several sources (e.g., clinics, emergency rooms), and greatly desire social support, rapid referrals to available appointments with obstetric providers, and improved patient-provider communication regarding their reproductive needs.

This project is being adapted from the WE CARE project, which is being successfully implemented in Detroit, Michigan.¹⁷⁻¹⁸ The brain-child of Dr. Martina Caldwell, WE CARE is a theory-based, reproductive justice-informed intervention for gender-inclusive, reproductive-aged females. It uses community health workers and an online health decision-support tool called MyPath to provide person-centered family planning counseling, referrals, and care navigation, with social needs screening and referrals. We aim to utilize lessons learned from WE CARE in Detroit to adapt WE CARE-KC to our community to directly mitigate infant mortality.

OHKCE Approach

WE CARE-KC will address infant mortality in Jackson County by using **WE CARE prevention approach that asks one simple question of women in their reproductive years (ages 15-44): “Do you want to get pregnant in the next year?”**



Responses to this question will guide the next steps in the prevention process to ensure women receive the appropriate educational counseling and health care services based on their decisions, as shown in the figure on the previous page. To address responses to this one simple question, OHKCE will build on this highly innovative, person-driven approach in 3 phases in the WE CARE-KC project.

Phase 1 (Year 1). Reproductive health needs assessment

The first phase will focus on ensuring that we have listened to Jackson County reproductive-age women regarding their reproductive needs, past experiences with reproductive services, and suggested strategies to improve acceptability of reproductive services. We will also hear from health professionals from emergency departments, primary care physicians, and obstetricians and gynecologists (OB/GYN) to understand their personal and systems challenges and facilitators in providing pre-pregnancy and contraceptive care in a timely and patient-centered fashion with women making decisions in healthcare settings. We will use surveys and focus groups to hear from these groups on reproductive health topics.

Phase 2 (Year 2). Pilot infant mortality 1-Question WE CARE-KC project

A pilot WE CARE-KC will be launched to plan for feasibility and acceptability of the approach for large-scale implementation. The pilot will be tested in the University Health emergency department and OB/GYN clinics, and during OHKCE community-clinic events. Key pilot project components will include ongoing contraceptive or family counseling by a community health worker trained in reproductive health education, fast-tracked appointments with OB/GYN physicians and nurses to receive family and/or contraceptive services, and follow-up support to address health care needs along with linkages to community resources. Also, in ER and OB/GYN physicians will be trained to implement the project and to ensure the care women receive is perceived as trusted, responsive, and timely and will include knowledge of referral services. Lessons learned from the pilot project will be used to refine the community-wide project that will be launched as Phase 3.

Scope of Work: Infant Mortality Project Key Components	
Decision to Get Pregnant	Decision to <u>Not</u> Get Pregnant
Counseling education on pre-pregnancy lifestyle and medical care	Counseling education on contraception option and safer sex behaviors
Linkages to healthcare and follow-up calls (e.g., Medicaid, WIC EBT, fastrack OB/GYN appointments, medications)	Linkages to healthcare and follow-up calls (e.g., Medicaid, WIC EBT, fastrack OB/GYN appointments, medications)
Linkages to community resources and follow-up calls (e.g., food, exercise/weight loss programs, mental health services)	Linkages to community resources and follow-up calls (e.g., food, exercise/weight loss programs, mental health services)
OB/GYN appointments with patient-centered care	GYN appointments with patient-centered care

Phase 3. Community-wide infant mortality project

A refined, fully developed project will be implemented in Year 3 and will be launched community-wide through community-clinics, in the UH emergency department and OB/GYN units. This refined approach will be implemented with more community health workers and will include training of physicians to further expand the work. This phase will also include an expansion to federally-qualified health centers.

Project Goals:

- Engage 1,000 reproductive age (15-44) women participating in surveys and focus groups
- Approach 1,000 reproductive age women to determine interest in participating in the project
- Enroll up to 400 reproductive age women in the project
 - Settings: OHKCE community-clinics and University Health (Health Science District)

DIABETES PREVENTION PROGRAM (DPP) COLLABORATIVE PROJECT

Background

Diabetes is a major national health crisis with 11% of the U.S. population living with diabetes and 38% living with prediabetes – and many aren't aware of their condition.¹⁹ Findings from the OHKCE communitywide survey and the Community Forum indicated that diabetes should be addressed through the initiative.⁶ For example, forum participants rated diabetes among the top three health issues that burden KC's Eastside. Strategies they suggested to address chronic health conditions, such as diabetes, included increasing access to: weight loss programs, health education, physical activity, and medical services.

Also, among the 3,496 participants (81% African American) who completed the OHKCE communitywide survey, 13% reported being diagnosed with diabetes^{1,6} – a proportion much higher than national averages. Additionally, leaders from KC's federally qualified health centers (FQHCs) identified diabetes as a priority health issue that disproportionately burdens their patients. They strongly indicated diabetes prevention should be a focus area for the OHKCE initiative and their commitment to participate.

Diabetes Prevention Program: Reducing Diabetes Risks

To address the burden of diabetes in the KC area, the OHKCE initiative together with FQHC partners aims to increase access to CDC's proven **Diabetes Prevention Program (DPP)** and supportive resources throughout the KC urban area as a free service for KC Eastside residents.

Diabetes Prevention Program Key Components	
Trained DPP coaches	Persons from Jackson County OHKCE community-based organizations will be trained to facilitate DPP classes
DPP Classes	Class sessions will be held throughout the Jackson County area at accessible community-based organizations and medical facilities
Social and medical support	Community health workers and federally qualified health center's nurse managers will refer and follow-up with potential and enrolled participants who qualify to participate in the DPP

The DPP is an evidence-based lifestyle change intervention proven to reduce onset of diabetes by nearly 60% in large-scale NIH studies.²⁰⁻²² This was achieved with two changes: a modest amount of weight loss (5-7% of body weight) and 150 minutes a week of physical activity.

Traditionally, the DPP consists of 16 core sessions (e.g., healthy eating, physical activity, coping, dealing with stress) delivered over 6 months and 6 maintenance sessions over 6 months, for a total of 22 sessions. In each 45- to 60-minute session, coaches monitor participants' weight, attendance, and self-tracking of food intake, physical activity, and goal/progress logs (see CDC's National Diabetes Prevention Program <https://www.cdc.gov/diabetes/prevention/about.htm>).

A number of large-scale clinical trials have demonstrated the DPP's efficacy on short (6 months) and long-term (12 months) outcomes for overweight/obese prediabetic adults.²⁰⁻²² However, attendance tends to drastically decrease after 6 months, and the most significant outcomes have been found to occur at 6 months and will assess percent body weight loss as the primary outcome. We will run the DPP classes in 6-month intervals to achieve the best outcomes short-term.

To improve dissemination, the DPP has been adapted for several settings (e.g., YMCA's, churches, community organizations, clinics) with a variety of coaches (e.g., nutritionists, psychologist, lay health workers).²³⁻²⁴ The DPP has now been widely disseminated by the CDC. However, widespread DPP translation and dissemination have yielded few benefits for underserved populations who do not have access to the program. **Therefore, we will offer the DPP in trusted, accessible settings and will train lay health persons from OHKCE community partners to serve as certified DPP coaches.** Participants will be able to continue with their DPP class into new session intervals.

OHKCE Approach

Based on our extensive experience in implementing the DPP in community setting and in providing the DPP as a free, non-research community program,²⁵⁻²⁹ **we will offer the DPP in the 6-month format to increase likelihood of completion of the program and to attain best possible outcomes.** We will assess percent weight loss as our primary outcome. Blood glucose, class attendance, healthy food intake, and use of health prevention services will be assessed as secondary outcomes. We will also offer participants an opportunity to continue with the DPP into future sessions to continue to benefit from the program.

The DPP will be offered in easily accessible community settings in the four OHKCE sectors (faith, businesses, neighborhood association, youth organizations) and within collaborating FQHCs. Persons identified as at-risk for diabetes at OHKCE community-clinics will be referred to the DPP by community health workers (CHWs). CHWs will also be able to refer from within FQHC's, and FQHC nurse managers will identify patients from their health centers and will refer them to the project as well. Also, CHW's will refer prediabetic persons without a medical home and those in need of further care to FQHC nurse managers, and will also make referrals to community resources. Additionally, community members from the four sectors across Jackson County will be trained as DPP coaches.

DPP participants will meet CDC's diabetes risk guidelines for participation in the OHKCE DPP Collaborative:

- Are 18 or older
- Overweight
- Not diagnosed with diabetes
- Not pregnant

Additionally, persons must meet at least of these:

- Be diagnosed with prediabetes;
- Previously diagnosed with gestational diabetes; or
- Have high risk score on the Prediabetes Risk Assessment:

www.cdc.gov/prediabetes/risktest/index.html

Scope of Work: Diabetes Prevention Program Collaborative	
Year 1	<ul style="list-style-type: none"> • Refine DPP curriculum • Hire and train CHWs • Identify/hire and train Nurse Managers • Hire and train DPP health coaches • Develop data collection tools and procedures
Year 2	<ul style="list-style-type: none"> • Offer DPP classes sessions throughout the Jackson County area at accessible community-based organizations and medical facilities • Hold communitywide physical activity class to support participants with organization exercise options • Prepare to receive CDC recognition for the program on the national registry
Year 3	<ul style="list-style-type: none"> • Offer DPP classes sessions throughout the Jackson County area at accessible community-based organizations and medical facilities • Hold communitywide physical activity class to support participants with organization exercise options • See CDC certification for program for Medicare reimbursements

Project Goal:

- We aim to approach 1,000 persons at risk for diabetes and share DPP information
- We will enroll up to 500 persons in the community-wide DPP

This community-wide DPP collaborative will be the first of its kind to provide widespread DPP at a county-level and will include DPP classes tailored for special populations including ethnic minorities and Spanish-speaking populations.

OHKCE RESEARCH STUDIES TO ADVANCE HEALTH EQUITY

The OHKCE initiative will continue to seek new knowledge in addressing health inequities that burden Eastside area residents. The first phase's research studies yielded new information on health disparities that was widely disseminated; 25 presentations were given at national scientific conferences, regional public health meetings, and local presentations in academic and community settings.^{3,4,31-53} Manuscripts are currently in preparation for many of these studies.

To understand the impact of the project on increasing vaccination rates and use of health services, we will continue to collect project data throughout the initiative using multiple modes of data collection (e.g., online database, communitywide surveys, focus groups) from community partners from all sectors, community health liaisons and members, and health organization partners.

We will collect ongoing information via the OHKCE **online implementation tracking database** from:

- Participating organizations in each sector to understand logistics and adoption and reach of the project, via the implementation database and quarterly meetings
- Community health liaisons in participating organizations to examine facilitators and barriers to implementing the project (N=150-180 youth and adults) via their weekly/monthly entries into the implementation database

We will also continue to conduct the **communitywide survey** at OHKCE community-clinic events with:

- Eastside community members (N=2,000 youth and adults > aged 16) to understand their COVID-19 vaccination and health services use including cancer screening behaviors; family planning decisions, interests and concern; diabetes risks and related behaviors; and technology use including internet service availability, use of electronic health records, and online health information

Additionally, we will conduct **focus groups** at the annual OHKCE Community Forum with:

- Community partners, community members, and health organization partners to gather lessons learned (e.g., what worked well, areas of improvement), make refinements on the initiative, and to plan for next steps

Lastly, **8 independent research studies** (see table on next page) will be conducted to more rigorously understand delivery and outcomes of prevention programs focused on health disparities in several areas (e.g., physical activity, technology tools and adults; diabetes prevention and management and motivation; health communication; physical activity, mental and sexual health among youth; reductive services; linkage to care services). These studies will be led by four faculty researchers located at UMKC and four faculty researchers at Children's Mercy Kansas City.

OHKCE researchers will widely disseminate their findings through peer-reviewed publications and through national, regional, and local presentations especially in community settings. They will also be strongly supported and encouraged to use their study findings to pursue other grant opportunities.

Overall, we anticipate over 3,000 Eastside residents will participate in one of these studies at some level. This will be a remarkable contribution to increasing participation in community-based research with populations that have traditionally *not* participated in research studies and will aid in understanding COVID-19 vaccination and health service use along with understanding the impact of prevention services and programs on health outcomes. **Findings from these studies can also be used to guide future county health decisions and other studies to address health inequities on KC's Eastside. We will also use the findings as preliminary studies to support large-scale grant applications to federal, foundation, and local funding organizations.**

The table below provides an overview of these studies. More detailed information on the proposed studies will be provided upon request.

OHKCE Research Studies

Project/Unit/ Researcher Lead	Primary Service or Study Focus	Persons Served/ Enrolled; N	Project Description	Plans for Sustainability	Primary Sector
Amanda Grimes, PhD Joey Lightner, PhD Move More Get More	Physical activity and nutrition	360	Food (fruit/ vegetable) distribution and sport-sampling project to increase physical activity and nutrition in Eastside Middle Schools	Seeking local foundation support to sustain project as well as NIH support to scale project	Youth sector
Joey Lightner, PhD Amanda Grimes, PhD Scalable Physical Activity	Physical activity	13,000	Community physical activity sessions by local fitness experts to increase physical activity	Seeking local foundation support to sustain project as well as NIH support to scale project	Youth sector
Yugi Lee, PhD, Ye Wang, PhD WeListen-HC, SCE	AI and Machine Learning & Health Communication	50 persons per year (total of 150 persons)	<i>WeListen-HC</i> will focus on self-management for vaccinations, health services, community resources, cancer screenings, diabetes prevention, and infant mortality.	Sustainability of the proposed services can be achieved through the disseminated Mobile app with AI and Machine Learning supports	All sectors
Jared Bruce, PhD Diabetes Treatment and High Need Persons	Improving diabetes treatment among people with poor diabetic control	60	Development of behavioral telehealth treatment using continuous glucose monitoring, incentives, and motivational counseling for improved diabetes management.	We will apply for larger NIH and community grants that allow for economic analysis and integration into the community.	All sectors
Jordan Carlson, PhD, CMH Active KC Eastside	Physical activity promotion for chronic disease prevention	Families and middle-to-older aged adults, N=520	Use community-engaged participatory approach to refine message content and improve program reach	This project will provide preliminary data needed for larger-scale NIH R01 grant application to reach more residents over a longer period of time	All sectors
Kai Ling Kong, PI Amy Smith, CO-I Brenda Salley, CO-I Deanna Hanson-Abromeit, CO-I Clint Velasquez, consultant Katie Fortino, consultant Talk to Me Baby II	Obesity prevention Language development	Caregiver-infant (n = 30 dyads) Base Academy of Music located in Jackson County Eastside https://www.bamkc.org/	Implementation of a community-based music enrichment program for infants aged 9- to 15-months with their caregiver. The music program will take place at a facility located within the Jackson County Eastside Community and will consist of two, 10-week sessions with a short break between sessions.	We will work with Base Academy of Music (BAM) to offer music enrichment classes in the community for at risk families. We will build community partnerships and coach volunteers who can continue to lead the music program in the community at BAM.	All sectors
Helena LaRoche, M.D. Connecting People to Care	Intervention on Social Determinants of Health	100	Surveys to collect data on barriers to obtaining services and a text intervention to support clients and help community health workers identify clients who need additional assistance.	Automated text intervention can be used by CHW's throughout KCMO	All sectors
Melissa Miller MD, MSCR Youth Mental Health	Adolescent mental health	300 youth	Mental health and sexual health services	Melissa Miller MD, MSCR	Youth sector

MEETINGS, COMMUNICATIONS, AND MEDIA

OHKCE Core and Sector Meetings

The initiative has had two **Core meetings** scheduled each month since its initiation. These will continue to occur. These bi-weekly meetings include over 30 representatives from UMKC health professional schools and other units, community and UMKC sector leads, and health partner organizations. The meetings are used to discuss progress, troubleshoot challenges, make refinements, identify efficiencies, discuss budgets, and plan for next steps. The bi-weekly meetings will also continue to be used to report on progress and outcomes on OHKCE research studies.

We will also hold monthly **Sector meetings** with community and UMKC sector leads to ensure they have the resources and support they need to carry-out their sector work. These meetings will also be used to discuss accomplishments and successes, ensure weekly data from community health liaisons is being collected, and to discuss projects specific to each sector. Community constituents will be invited to join in the sector meetings at designated meeting dates.

Website

The OHKCE website will be maintained and will continue to provide information on scheduled community-clinic events with community partners, stories on accomplishments of the initiative, and information about COVID-19. We will expand the website to also include information about infant mortality, diabetes, and cancer; conference presentations; and published works. Additionally, the website will evolve to also include the ability to post initiative materials for community partners' easy retrieval and will have updated information on vaccinations provided and persons served on the home page to make this information more readily accessible to the public. The site will continue to share the stories of the many people exposed to and impacted by the initiative and COVID-19, and particularly regarding the experiences, beliefs, and behaviors related to health conditions that burden the Eastside.

Scheduling system

The initiative will continue to use an online scheduling system that will allow community partners to schedule their community-clinic events, provide logistical information needed for their events, and schedule health professional (e.g., pharmacists, physicians, nurses) and student volunteers. The broader community will be made aware of upcoming scheduled events on the OHKCE website.

UMKC Communications and Media

The UMKC and School of Medicine communications units will continue to seek opportunities to disseminate information about the initiative through multiple communications and media outlets. These outlets include national and local media via television, print news, and online news junkets. The first phase of the initiative generated media that reached over 12 million people. They will also pursue opportunities to place stories in local newspapers widely read by Eastside community members (e.g., Health Matters, The Call, Pitch), and will submit media releases with television, print, and radio news.

Database and Dashboard

The OHKCE database will be open for use to researchers and community and health partners. They will be able to directly access the database by submitting a data request to the initiative's data manager. Data will also be retrievable from the initiative's data dashboard.

Presentations and Publications

OHKCE researchers and community partners disseminated over 25 presentations in the prior OHKCE phase, submitted grant applications, and are currently preparing research papers for peer-reviewed publications. They will be required to submit abstracts to scientific conferences and share findings annually at a symposium where county officials, OHKCE partners, and community constituents will be invited. OHKCE researchers and partners will also submit grant applications to sustain the work.

OHKCE TEAM LEADERS

The OHKCE initiative is led by the UMKC Health Equity Institute and the UMKC Community Health Research Group (CHRG). Over 30 representatives for UMKC's four health professional schools and Community Counseling Assessment Center, University Health, Children's Mercy, Black Health Care Coalition, and KC Digital Drive attend twice monthly meetings led by the CHRG. The CHRG is located in the UMKC School of Medicine Biomedical and Health Informatics Department and conducts health disparity research with underserved populations through collaborative partnerships with community and health organizations. The UMKC Health Equity Institute was founded as a Chancellor's Office special initiative in 2019. The Institute aims to expand collaboration, communication, and innovation with community partners and across campus to address health inequities in KC's urban Eastside area.

Key personnel of the CHRG and HEI team and other team members throughout UMKC in OHKCE initiative leadership roles include:

Jannette Berkley-Patton, PhD is the project's principal investigator and the Director of the CHRG and HEI. She has an endowed chair in the UMKC School of Medicine, Department of Biomedical Health Informatics. Her research team has led many large-scale health behavior change interventions in the Eastside, including the successful first phase of the OHKCE initiative. Also of note, she was born and raised on KC's Eastside and graduated from Paseo High School. Dr. Berkley-Patton will provide oversight of the initiative and the initiative's budget. She'll also provide overall leadership and will facilitate the Core OHKCE meetings.

Carole Bowe Thompson, CHRG and HEI Project Director. Together, she and Dr. Berkley-Patton have grown the work of the CHRG over the past 16 years and more recently grown the work of the HEI. Ms. Bowe Thompson is the primary contact with the sector leads. She also provides oversight of the training of the community partners and logistical flow of OHKCE community-clinic events.

Jenifer Allsworth, PhD, is an Associate Professor in the School of Medicine Biomedical and Health Informatics Department. She is a leading epidemiologist with extensive experience in examining large datasets and using statistical analysis via multiple software programs, coordinating data management, and evaluating large-scale NIH clinical trials. She is also leading the evaluation of the OHKCE. She will provide oversight of data management and reporting of data for the initiative.

Turquoise Templeton, is a CHRG Research Assistant in the School of Medicine Biomedical and Health Informatics Department. She will be the lead data manager and has expert experience in use of the REDCap firewalled, password protected online database used to collect project data from community partners, community health liaisons, and community members in the prior OHKCE phase.

Cameron Lindsey, PharmD, is the Chair of the Division of Pharmacy Practice and Administration and Professor of Pharmacy. She will provide oversight of vaccination services and cancer screenings, availability of vaccination and cancer screening materials, and data collected on vaccinations and health screenings given. Dr. Lindsey will also continue to oversee the scheduling of pharmacy and physician volunteers and the use of the online scheduling system, SignUp Genius, to manage volunteers.

Mark Hecker, is the UMKC School of Medicine Grants Manager and oversees the budget management including review of expenditures, and review of individual project budgets with Dr. Berkley-Patton. He supervises a team of associates in providing budget updates for overall and individual projects.

Lee Braden, is the Pre-award Manager in the UMKC Office of Research Services. She will handle all pre-award activities involving the proposal, its budget, and subsequent contracts. She will also manage pre-award activities to establish the individual project budgets.

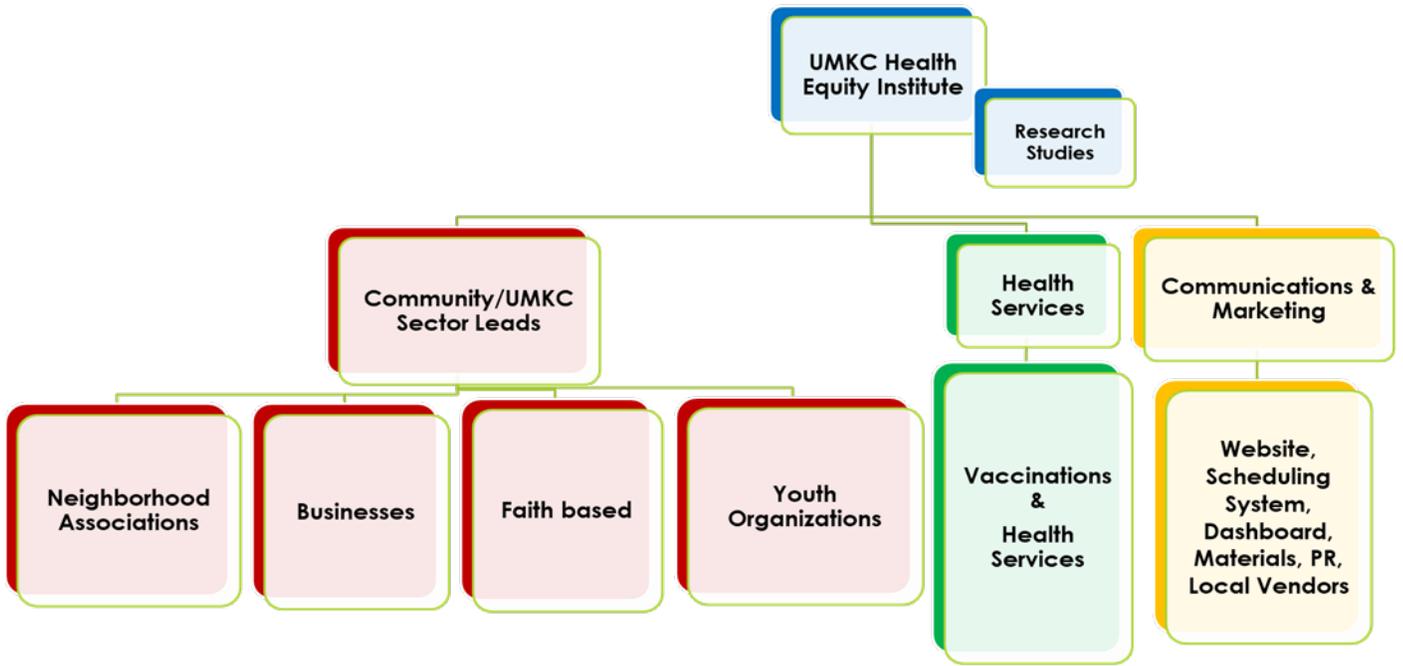
The CHRg team includes research associates, doctoral students, and undergraduate students from multiple disciplines across campus. CHRg and HEI studies have included thousands of participants, primarily underserved populations from the Eastside who have traditionally been difficult to engage in research. With community-health-academic partnerships, we have conducted many large-scale studies that have examined uptake of prevention, screening, and linkage to care with underserved populations. These projects have focused on:

- COVID-19 testing and vaccinations
- HIV and other sexually transmitted infections
- Hepatitis C virus
- Diabetes and cardiovascular disease
- Mental health
- Dementia

The team's success has been demonstrated in the first phase of the OHKCE, which largely exceeded initiative goals regarding: vaccinations, number of participating community organizations, number of trained OHKCE community health liaisons, and community members' completed health surveys.

Our research team also has over 16 years of conducting large-scale research studies with extensive funding from the National Institutes of Health, Robert Wood Johnson Foundation, and Health Forward Foundation. Since the first phase of OHKCE fundings, the HEI and its partners has sought over \$7 million in funding to address health inequities, and thus far have received over \$4 million with 3 grants that focus on examining health impacts (e.g., physical activity, body mass index, and social determinants) associated with Kansas City, MO's free bus ridership policy. The team also submitted an NIH grant for \$2 million focused on COVID-19 testing and treatment with African American churches, which recently received favorable funding, and would expand our current work in this area. We are currently preparing applications for further NIH funding to expand the work on diabetes prevention, food security, and technology on the Eastside. We will continue to seek funding for these and other projects to expand the work of the initiative and build a lasting infrastructure to have greater impact.

OHKCE INFRASTRUCTURE



IMPACT MEASUREMENT

The RE-AIM model will continue to be used to guide the evaluation. RE-AIM helps to understand Reach, Effectiveness, Adoption, Implementation, and Maintenance of large-scale projects designed to bring about community change.³⁰ RE-AIM has been used extensively by NIH and CDC researchers to examine individual, organization, and community level impact of health services and health outcomes.

Measuring Impact Using the RE-AIM Model

RE-AIM Components	RE-AIM Measures
Reach	<ul style="list-style-type: none"> • Number and proportion on persons reached with initiative • Number of persons recruited to complete project surveys • Extensiveness of social networks (communication) used by health liaisons
Effectiveness	<ul style="list-style-type: none"> • Number and trends over time of persons fully vaccinated and who received health services including cancer screenings • Impact of initiative on receipt of vaccination and health services including cancer screenings and linkage to internet services and electronic health records • Comparisons of vaccinations received on Eastside with other Jackson County geographical areas where the project wasn't implemented • Individual, social, and other factors related to receipt of vaccination and health services • Number of women receiving reproductive services and achieving their reproductive goals • Number of persons participating in diabetes prevention programming and achieving weight loss and physical activity
Adoption	<ul style="list-style-type: none"> • Proportion of organizations approached that sign an agreement to implement the projects • Strategies used that were most successful in organizations adopting the project • Number of community health liaisons trained to implement the project in each organization
Implementation	<ul style="list-style-type: none"> • Number of and type of tools delivered and how delivered by community health liaisons • Facilitators, challenges, and successes in implementing the project • Number of vaccination and health service events completed in the community • Number of referrals and follow-ups completed • Number of University of Missouri-Kansas City and Truman Medical Center faculty, staff, and students providing health services at community events and in medical settings • Number of physicians trained to implement the 1-Question WE CARE-KC program • Number of women approached to participate in 1-Question WE CARE-KC program • Number of community health coaches trained to implement the diabetes prevention program • Number of persons referred to and who participate in the diabetes prevention program
Maintenance	<ul style="list-style-type: none"> • University of Missouri-Kansas City and partners' plans for sustainability • Participating organizations plan for sustainability established • CDC, NIH grant, and foundation funding pursued with project partners; funding pursued in collaboration with other longtime partners (KCMO Health Department) and with Jackson County.

OHKCE project impact will be assessed overall and with each of the four sectors using:

- Implementation data on contacts made, persons reached, materials distributed, and other project related activities collected from community health liaisons using an online data tracking system;
- Implementation data on vaccinations, health screenings, and other services/programs delivered and received as collected from health service organizations using an online system;
- Survey data on vaccine and health service beliefs/behaviors collected with 2,000 consented participants aged ≥ 16 ;
- Geographical information that captures density of receipt of vaccinations and health services across Jackson County Eastside areas;
- Information on feasibility (facilitators, challenges, and successes) will be collected using focus groups and interviews with sector leaders and community health liaisons within each sector.

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OHKCE Jackson County Proposal Phase II Budget

Faith Sector	SOM Health Screenings	UH Vaccinations	Infant Mortality	Move More Get More Study	Scalable Exercise Study	SONHS Health Screenings	Youth Sector	SOD Dental Assessments & Treatment	SOP Vaccinations & Health Screen	We-Listen Research Study	Neighborhood Sector	Business Sector	Proposal Total
K2007714	K2006806	K2006806	K2007809	K2203010	K2203010	K2203010	K2203010	K1413001	K2305042	K3706006	K0220001	K1707701	
\$ 62,780	\$ 339,521	\$ 1,212,879	\$ 455,840	\$ 98,507	\$ 88,098	\$ 108,966	\$ 68,000	\$ 329,055	\$ 421,148	\$ 122,568	\$ 75,345	\$ 83,100	\$ 4,104,633
\$ 22,600	\$ 66,608	\$ -	\$ 144,781	\$ 24,424	\$ 25,951	\$ 40,317	\$ 24,480	\$ 87,040	\$ 143,403	\$ 17,744	\$ 24,424	\$ 27,216	\$ 861,219
\$ 85,380	\$ 406,129	\$ 1,212,879	\$ 600,621	\$ 122,931	\$ 114,049	\$ 149,283	\$ 92,480	\$ 416,095	\$ 564,551	\$ 140,312	\$ 99,769	\$ 110,316	\$ 4,965,852
\$ 3,000	\$ -	\$ -	\$ 9,100	\$ -	\$ 4,500	\$ -	\$ 9,539	\$ 27,000	\$ 6,000	\$ -	\$ 9,539	\$ 3,000	\$ 81,178
\$ 36,000	\$ 3,603	\$ 67,392	\$ 10,500	\$ 7,200	\$ 21,750	\$ -	\$ 30,000	\$ 27,800	\$ 236,750	\$ 7,628	\$ 36,000	\$ 22,000	\$ 556,223
\$ 307,000	\$ 207,690	\$ -	\$ 74,725	\$ 11,000	\$ -	\$ -	\$ 267,000	\$ 232,074	\$ 463,800	\$ 25,874	\$ 275,500	\$ 297,500	\$ 2,641,163
\$ -	\$ 37,750	\$ -	\$ 26,000	\$ 98,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 193,250
\$ 346,000	\$ 249,043	\$ 67,392	\$ 120,325	\$ 116,700	\$ 26,250	\$ -	\$ 306,539	\$ 286,874	\$ 706,550	\$ 33,502	\$ 321,039	\$ 322,500	\$ 3,471,814
\$ -	\$ -	\$ -	\$ 12,500	\$ 15,600	\$ -	\$ -	\$ -	\$ -	\$ 47,785	\$ -	\$ -	\$ -	\$ 81,885
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,480,449
\$ 431,380	\$ 655,172	\$ 1,280,271	\$ 733,446	\$ 255,231	\$ 247,799	\$ 149,283	\$ 399,019	\$ 702,969	\$ 1,318,886	\$ 173,814	\$ 420,808	\$ 432,816	\$ 10,000,000
\$ 431,380	\$ 655,172	\$ 1,280,271	\$ 733,446	\$ 255,231	\$ 247,799	\$ 149,283	\$ 399,019	\$ 702,969	\$ 1,318,886	\$ 173,814	\$ 420,808	\$ 432,816	\$ 10,000,000

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding twelve-month term and supply contracts with one twelve-month option to extend for the furnishing of trail design and engineering services for use by the Parks + Rec Department to McClure Engineering of North Kansas City, MO, and VSM Engineering, LLC, of Kansas City, MO, under the terms and conditions of Request for Qualifications No. 80-22.

RESOLUTION NO. 21091, November 7, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Department of Finance and Purchasing issued Request for Qualifications (RFQ) No. 80-22 for trail design and engineering services; and,

WHEREAS, a total of twenty-one notifications were distributed and viewed, and two responses were received and evaluated from the following:

RESPONDENT

McClure Engineering
North Kansas City, MO

VSM Engineering, LLC
Kansas City (Platte County), MO

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Directors of Finance and Purchasing and Parks + Rec recommend the award of twelve-month term and supply contracts, with one twelve-month option to extend, for trail planning, design,

and engineering services to McClure Engineering of North Kansas City, MO, and VSM Engineering, LLC, of Kansas City, MO, as the best proposals received; and,

WHEREAS, a split award is requested to give the Parks + Rec Department flexibility and convenience to obtain needed services at all County locations; and,

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

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

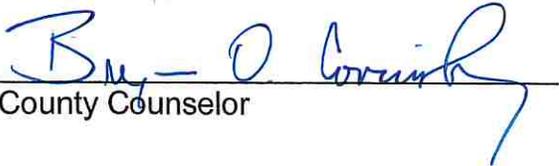
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contracts, to the extent that sufficient appropriations to any using spending agency are contained in the then current Jackson County budget.

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. 21091 of November 7, 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

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

11/3/2022

Date



Chief Administrative Officer

Request for Legislative Action

Res. #21091
Sponsor: Tony Miller
Date: November 7, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21091
Sponsor(s):	Tony Miller	Legislature Meeting Date:	11/7/2022

Introduction

Action Items: ['Award']

Project/Title:

Awarding Term and Supply contracts for On-Call Trail Design and Engineering Services to McClure Engineering of North Kansas City, Missouri and VSM Engineering, LLC of Kansas City, Missouri under the Terms and Conditions of RFQ 80-22.

Request Summary

Jackson County Parks + Rec requires design and engineering services for current and anticipated trail construction projects. Due to the potential for multiple projects, and the diverse experience of the responders to this RFQ, two term and supply contracts are requested to be awarded, one to McClure Engineering, and one to VSM Engineering, LLC.

The County sent out 52 notifications, the RFQ was viewed 21 times and in total, the County received two proposals. Both respondents have extensive knowledge and experience relevant to our needs, as well as unique strengths and abilities within their team of subcontractors. For these reasons, both teams received high scores and are being recommended for award.

Subject to section 1054.6 of the Jackson County Code, the Jackson County Parks + Rec, and the Department of Finance and Purchasing recommends award Professional Consulting Services contracts for On-Call Trail Design and Engineering Services to McClure Engineering of North Kansas City, Missouri and VSM Engineering, LLC of Kansas City, Missouri under the Terms and Conditions of RFQ 80-22.

Parks + Rec anticipates it may spend between \$100,000 and \$200,000 on these services over the next 12 months, depending on appropriations.

Contact Information

Department:	Parks + Rec	Submitted Date:	9/16/2022
Name:	Matt Davis	Email:	mdavis@jacksongov.org
Title:	Rock Island Program Manager	Phone:	816-403-4849

Budget Information

Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0

Request for Legislative Action

Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

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?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE:	9.50%
WBE:	11.70%
VBE:	9.50%
Prevailing Wage	
Not Applicable	

Fiscal Information

Request for Legislative Action

Submitted by Parks + Rec requestor: Matt Davis on 9/16/2022. Comments:

Approved by Department Approver Michele Newman on 9/19/2022 8:06:22 AM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 9/19/2022 4:39:03 PM. Comments: Please attach the appropriate bid documents from each recommended vendor

Submitted by Requestor Matt Davis on 9/23/2022 10:19:21 AM. Comments: Added relevant files per Barbs request.

Approved by Department Approver Michele Newman on 9/23/2022 11:16:05 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 9/23/2022 11:43:55 AM. Comments:

Returned for more information by Compliance Office Approver Katie M. Bartle on 9/23/2022 1:14:05 PM. Comments: 1. Neither VSM nor McClure is in compliance. They can go to <https://jacomocompliance.com/login.php> to create a profile and submit an application. 2. The CRO has not received a CUP for either firm relating to their MBE and WBE goals.

Submitted by Requestor Matt Davis on 10/18/2022 11:40:30 AM. Comments: Compliance needs have been completed. Thank you.

Approved by Department Approver Michele Newman on 10/18/2022 4:26:01 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 10/27/2022 11:33:15 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/27/2022 12:37:06 PM. Comments:

Not applicable by Budget Office Approver David B. Moyer on 10/27/2022 12:50:28 PM. Comments:

Approved by Executive Office Approver Sylvania Stevenson on 10/28/2022 2:40:18 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 11/3/2022 10:23:16 AM. Comments:

Navigation

- Projects** + Show
- Contracts** + Show

Submission Scores

[Return to Project \(/projects/71156/scores\)](/projects/71156/scores)

Trail Design and Engineering Services

VSM Engineering, LLC

Documents/Data: [« Prev \(/proposals/score/268601\)](/proposals/score/268601) [Next » \(/proposals/score/268601\)](/proposals/score/268601)

Scoring Summary 94 pts (Rank: #2) - Hide

Evaluation Group 1 - Purchasing Forms

Reviewer	Total	Purchasing Forms
	/ 0 pts	Pass/Fail
Barbara Casamento	0 pts	PASS
Average:		<u>PASS</u>
Calculated:		0 pts = PASS

Evaluation Group 2 - Proposal

Reviewer	Total	Responsiveness	Exp
	/ 100 pts	/ 10 pts	
Brian Nowotny	92 pts	10 pts	
Matt Davis	96 pts	10 pts	
Average:		<u>10 pts</u>	
Calculated:		+ 10 pts	

Scoring Comments + Show



Navigation

- Projects** + Show
- Contracts** + Show

Submission Scores

[Return to Project \(/projects/71156/scores\)](/projects/71156/scores)

Trail Design and Engineering Services McClure

Documents/Data: [« Prev \(/proposals/score/268612\)](/proposals/score/268612) [Next » \(/proposals/score/268612\)](/proposals/score/268612)

Scoring Summary 99 pts (Rank: #1) - Hide

Evaluation Group 1 - Purchasing Forms

Reviewer	Total	Purchasing Forms
	/ 0 pts	Pass/Fail
Barbara Casamento	0 pts	PASS
Average:		PASS
Calculated:		0 pts = PASS

Evaluation Group 2 - Proposal

Reviewer	Total	Responsiveness	Exp
	/ 100 pts	/ 10 pts	
Brian Nowotny	98 pts	10 pts	
Matt Davis	100 pts	10 pts	
Average:		10 pts	
Calculated:		+ 10 pts	

Scoring Comments + Show





OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
 415 E 12TH STREET, 2ND FLOOR
 KANSAS CITY, MISSOURI 64106

(816) 881-3302
 FAX (816) 881-3340
 CRO@JACKSONGOV.ORG
 WWW.JACKSONGOV.ORG/AUDITOR

RECEIVED
 By Katie Bartle at 3:45 pm, Sep 29, 2022

JACKSON COUNTY, MISSOURI
CONTRACTOR UTILIZATION PLAN

Bid/RFP/RFQ Number: 80-22
 Bid/RFP/RFQ Title: Trail Design and Engineering Services
 Contracting Department: Parks + Rec Department
 Respondent: _____

I, Valerie S. McCaw, of lawful age and upon my oath state as follows:

- This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Bid/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract.

The goals set by Jackson County, Missouri are:

9.5 % MBE 11.7 % WBE 11.7 % VBE

- Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

9.5 % MBE ~~X~~ % WBE 9.5 % VBE

- The following are WBE 21.7% BE Contractors to be utilized on the above-named solicitation. Respondent maintains that it either has a formal contract or a conditional contract contingent upon award.

Please note:

- If Bidder is a certified MBE, WBE, or VBE firm, it may list itself in the appropriate area below.
- No contractor may be listed under multiple categories below regardless of certifications.

INTERNAL USE ONLY		APPROVED By Katie Bartle at 3:37 pm, Oct 17, 2022
CUP RECEIVED: _____	CUP APPROVED: _____	
GFE RECEIVED: _____	GFE APPROVED: _____	
CUP REVISED: _____	REVISION APPROVED: _____	
APPROVED GOALS: 9.5% MBE 21.7% WBE 9.5% VBE		
RES/ORD: _____	AMT AWARDED: _____	
NOTES:	The WBE page indicated a total percentage of 21.7%. I spoke with Valerie McCaw on the phone and she verified a 21.7% WBE minimum. KMB	

MBE SUBCONTRACTORS

Add Additional Pages as Necessary

Description		Bidder Response		
A.	MBE Firm:	SE3	INTERNAL USE ONLY	
	Address line 1:	8401 E M 350 Highway		
	Address line 2-include County:	Kansas City, MO 64133, Jackson		
	Telephone Number:	816-272-5545		
	President/Owner:	Vernal Stewart		
	Email Address:	vstewart@se3.us		
	Certifying Agency	KCMO		Certifying Agency: <input checked="" type="checkbox"/> KCMO <input type="checkbox"/> State of MO
	Expiration Date of Certification:	12/1/22		Approved: Y N
	Scopes of Work Utilized:	construction inspection & civil		Sub A Contract Value:
	Percentage of Contract Awarded:	9.5% engineering services		\$

B.	MBE Firm:		INTERNAL USE ONLY	
	Address line 1:			
	Address line 2-include County:			
	Telephone Number:			
	President/Owner:			
	Email Address:			
	Certifying Agency			Certifying Agency: <input type="checkbox"/> KCMO <input type="checkbox"/> State of MO
	Expiration Date of Certification:			Approved: Y N
	Scopes of Work Utilized:			Sub B Contract Value:
	Percentage of Contract Awarded:			\$

C.	MBE Firm:		INTERNAL USE ONLY	
	Address line 1:			
	Address line 2-include County:			
	Telephone Number:			
	President/Owner:			
	Email Address:			
	Certifying Agency			Certifying Agency: <input type="checkbox"/> KCMO <input type="checkbox"/> State of MO
	Expiration Date of Certification:			Approved: Y N
	Scopes of Work Utilized:			Sub C Contract Value:
	Percentage of Contract Awarded:			\$
		TOTAL MBE VALUE	\$	

WBE SUBCONTRACTORS

Add Additional Pages as Necessary

Description		Bidder Response	
A.	WBE Firm:	VSM Engineering, LLC.	INTERNAL USE ONLY Certifying Agency: <input checked="" type="checkbox"/> KCMO <input type="checkbox"/> State of MO Approved: Y N Sub A Contract Value: \$
	Address line 1:	8008 N. Chatham Ave	
	Address line 2-include County:	Kansas City, MO 64115, Clay	
	Telephone Number:	816-702-8888	
	President/Owner:	Valerie McCarv	
	Email Address:	vmccarv@vsmkc.com	
	Certifying Agency	KCMO	
	Expiration Date of Certification:	12/17/22	
	Scopes of Work Utilized:	Trail Design, Permitting	
Percentage of Contract Awarded:	11.7% min		
B.	WBE Firm:	Vireo	INTERNAL USE ONLY Certifying Agency: <input checked="" type="checkbox"/> KCMO <input type="checkbox"/> State of MO Approved: Y N Sub B Contract Value: \$
	Address line 1:	414 Oak St Suite 101	
	Address line 2-include County:	Kansas City, MO 64106, Jackson	
	Telephone Number:	816-756-5690	
	President/Owner:	Linda deFlon	
	Email Address:	linda@bevreo.com	
	Certifying Agency	KCMO	
	Expiration Date of Certification:	12/06/22	
	Scopes of Work Utilized:	Landscape Architect Services	
Percentage of Contract Awarded:	10%		
C.	WBE Firm:		INTERNAL USE ONLY Certifying Agency: <input type="checkbox"/> KCMO <input type="checkbox"/> State of MO Approved: Y N Sub C Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
		TOTAL WBE VALUE	\$

VBE SUBCONTRACTORS

Add Additional Pages as Necessary

Description		Bidder Response	INTERNAL USE ONLY
A.	VBE Firm:	Parson + Associates	INTERNAL USE ONLY Certifying Agency: <input type="checkbox"/> KCMO <input type="checkbox"/> State of MO Approved: Y N Sub A Contract Value: \$
	Address line 1:	1601 E 18th St, Suite 211	
	Address line 2-include County:	Kansas City, MO 64108, Jackson	
	Telephone Number:	816-216-6571	
	President/Owner:	R. Jason Parson	
	Email Address:	Jason@parsonkc.com	
	Certifying Agency	Veterans Administration	
	Expiration Date of Certification:	2022	
	Scopes of Work Utilized:	Public Outreach	
	Percentage of Contract Awarded:	V8m 11.5% 9.5%	

B.	VBE Firm:		INTERNAL USE ONLY Certifying Agency: <input type="checkbox"/> KCMO <input type="checkbox"/> State of MO Approved: Y N Sub B Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

C.	VBE Firm:		INTERNAL USE ONLY Certifying Agency: <input type="checkbox"/> KCMO <input type="checkbox"/> State of MO Approved: Y N Sub B Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
		TOTAL VBE VALUE	\$

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**

Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

*****Contact the Compliance Review Office for assistance or to request forms.*****

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

Respondent Primary Contact: Valerie S McCaw

Title: President Email: vmccaw@vsmkc.com

Date: 7/18/2022 Phone: 816-914-1788

Subscribed and sworn to before me this 18th day of July, 2022

My Commission Expires: 2/5/2026



Notary Public
(Attach corporate seal if applicable)

NICOLE L ERICKSEN
Notary Public - Notary Seal
STATE OF MISSOURI
Comm. Number 18028432
Platte County
My Commission Expires: Feb. 5, 2026

For questions on this form please contact:

Compliance Review Office
816-881-3302
CRO@jacksongov.org



Rate Sheet 2022-2023

<u>Classification</u>	<u>Hourly Rate*</u>
Principal	\$200
Project Manager	\$200
Senior Engineer (P.E.)	\$175
Civil Engineer (P.E.)	\$150
Civil Engineer, EI	\$110
Technician	\$100
Administration	\$75
Intern	\$60
Mileage	Current IRS Approved Mileage Rate

*Plus Approved Direct Expenses approved per FAR regulations, etc.

6. UTILIZATION PLAN + ACKNOWLEDGMENT OF RECEIPT OF ADDENDA + EXHIBIT F



OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
415 E 12TH STREET, 2ND FLOOR
KANSAS CITY, MISSOURI 64106

RECEIVED

By Katie Bartle at 3:38 pm, Sep 29, 2022

(816) 881-3302
FAX (816) 881-3340
CRO@JACKSONGOV.ORG
WWW.JACKSONGOV.ORG/AUDITOR

JACKSON COUNTY, MISSOURI CONTRACTOR UTILIZATION PLAN

Bid/RFP/RFQ Number: 80-22
Bid/RFP/RFQ Title: Trail Design and Engineering Services
Contracting Department: Parks + Rec Department
Respondent: McClure

I, Matt Eblen, PE, LEED AP, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Bid/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract.

The goals set by Jackson County, Missouri are:

9.5 % MBE 11.7 % WBE 11.7 % VBE

2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

14 % MBE 22 % WBE 0 % VBE

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above-named solicitation. **Respondent maintains that it either has a formal contract or a conditional contract contingent upon award.**

Please note:

- a. If Bidder is a certified MBE, WBE, or VBE firm, it may list itself in the appropriate area below.
- b. No contractor may be listed under multiple categories below regardless of certifications.

APPROVED

By Katie Bartle at 3:43 pm, Sep 29, 2022

Approved goals:

14% MBE

22% WBE

0% VBE

EXHIBIT 'A'
 McCLURE ENGINEERING COMPANY
 HOURLY RATE SCHEDULE
 (Effective through December 31, 2022*)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional	\$185 - \$285
Professional	\$155 - \$185
Junior Professional	\$125 - \$155
Senior Technician	\$135 - \$175
Technician	\$115 - \$135
Landscape Architect	\$120 - \$155
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
3 Member Survey Crew	\$270
2 Member Survey Crew	\$200
1 Member Survey Crew	\$135

EQUIPMENT

3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years



MBE SUBCONTRACTORS

	Description	Bidder Response	
A.	MBE Firm:	Lovelace and Associates	INTERNAL USE ONLY Certifying Agency: <input checked="" type="checkbox"/> KCMO <input type="checkbox"/> State of MO Approved <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Sub A Contract Value: \$
	Address line 1:	929 SE 3rd Street	
	Address line 2-include County:	Lee's Summit, MO 64063 (Jackson County)	
	Telephone Number:	816.347.9997	
	President/Owner:	Jeff Lovelace	
	Email Address:	jbl@lovelaceassociates.com	
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:	Surveying	
	Percentage of Contract Awarded:	8%	
B.	MBE Firm:	Tech Services to Go, Inc., DBA TSi Geotechnical, Inc.	INTERNAL USE ONLY Certifying Agency: <input checked="" type="checkbox"/> KCMO <input type="checkbox"/> State of MO Approved <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Sub B Contract Value: \$
	Address line 1:	8248 NW 101st Terrace, Suite 5	
	Address line 2-include County:	Kansas City, MO 64153 (Platte County)	
	Telephone Number:	816.599.7965	
	President/Owner:	Denise Hervey	
	Email Address:	dhervey@tsigeotech.com	
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:	Geotechnical	
	Percentage of Contract Awarded:	6%	
C.	MBE Firm:		INTERNAL USE ONLY Certifying Agency: <input type="checkbox"/> KCMO <input type="checkbox"/> State of MO Approved: Y N Sub C Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
	TOTAL MBE VALUE		\$

WBE SUBCONTRACTORS

Description

Bidder Response

A.	WBE Firm:	Patti Banks Associates, LLC DBA Vireo	INTERNAL USE ONLY Certifying Agency: <input checked="" type="checkbox"/> KCMO <input type="checkbox"/> State of MO Approved <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Sub A Contract Value: \$
	Address line 1:	929 Walnut, Suite 700	
	Address line 2-include County:	Kansas City, MO 64106 (Jackson County)	
	Telephone Number:	816.756.5690	
	President/Owner:	Patti Banks	
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:	Planning, landscape architecture, design, public involvement, environmental	
	Percentage of Contract Awarded:	22%	

B.	WBE Firm:		INTERNAL USE ONLY Certifying Agency: <input type="checkbox"/> KCMO <input type="checkbox"/> State of MO Approved: Y <input type="checkbox"/> N Sub B Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

C.	WBE Firm:		INTERNAL USE ONLY Certifying Agency: <input type="checkbox"/> KCMO <input type="checkbox"/> State of MO Approved: Y <input type="checkbox"/> N Sub C Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
		TOTAL WBE VALUE	\$

VBE SUBCONTRACTORS

Description		Bidder Response	
A.	VBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub A Contract Value:
			\$
B.	VBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub B Contract Value:
			\$
C.	VBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub B Contract Value:
			\$
		TOTAL VBE VALUE	\$

ACKNOWLEDGMENT

- Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**

Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

*****Contact the Compliance Review Office for assistance or to request forms.*****

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

Respondent Primary Contact: Matt Eblen MATT EBLEN

Title: Project Manager Email: meblen@mclclurevision.com

Date: 8/2/2022 Phone: 816.756.0444

Subscribed and sworn to before me this 2nd day of August, 2022.

My Commission Expires: 10-29-23
[Signature]

Notary Public
(Attach corporate seal if applicable)



For questions on this form please contact:

Compliance Review Office
816-881-3302
CRO@jacksongov.org

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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



Signature of Respondent

8/2/2022

Date

McClure

Company Name

1700 Swift Street, Suite 100

Address

North Kansas City, MO 64116

City, State, and Zip

816.756.0444

Phone

*As of 11:00am CST on 8/2/2022, there were no addenda/exceptions posted to the Bonfire portal.

EXHIBIT F

RESPONDENT'S EXCEPTIONS
TO
SCOPE OF SERVICES
OF
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 80-22

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

The following exceptions to the Scope of Services of Request for Qualifications No. 80-22 are requested by the undersigned Respondent: (Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
	N/A

Name of Firm: McClure

Signature of Bidder: *Matt McClure*

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$3,000,000.00 within the 2022 American Rescue Plan Fund and awarding a contract for health center construction and capital improvements to Samuel U. Rodgers Health Center, Inc., of Kansas City, MO, and Swope Health Services of Kansas City, MO, under the terms and conditions of Request for Proposals No. 81-22, at an aggregate cost to the County not to exceed \$3,000,000.00.

RESOLUTION NO. 21092, November 7, 2022

INTRODUCED BY Theresa Cass Galvin and Ronald E. Finley, County Legislators

WHEREAS, the County Administration requested the Director of Finance and Purchasing to solicit proposals on Request for Proposals (RFP) No. 81-22 for health center construction, renovation, and capital improvements; and,

WHEREAS, a total of three notifications were distributed and viewed and three proposals were received and reviewed from the following:

BIDDER

Samuel U. Rodgers Health Center, Inc.
Kansas City (Jackson County), MO

Swope Health Services
Kansas City (Jackson County), MO

VNA Home and Health Hospice
Kansas City (Jackson County), MO

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the County Administration recommends the award of contracts for health center construction, renovation, and capital improvements to Samuel U. Rodgers Health Center, Inc., of

Kansas City, MO, in the amount of \$1,100,000.00 and Swope Health Services of Kansas City, MO, in the amount of \$1,900,000.00 for the reason they have submitted the best proposals, at an aggregate cost to the County not to exceed \$3,000,000.00; and,

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

BE IT RESOLVED by the 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>
American Rescue Plan Fund Operating Transfers 050-9100	56105- Operating Transfers Out	\$3,000,000	
ARPA Disadvantaged Communities 050-7801	56789- Outside Agency Funding		\$3,000,000

and,

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

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

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. 21092 of November 7, 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: 050 9100 56105
ACCOUNT TITLE: American Rescue Plan Fund
Operating Transfers
Operating Transfers Out
NOT TO EXCEED: \$3,000,000.00

There is a balance otherwise unencumbered to the credit of the transfer 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: 050 7801 56789
ACCOUNT TITLE: American Rescue Plan Fund
ARPA Disadvantaged Communities
Outside Agency Funding
NOT TO EXCEED: \$3,000,000.00

11/3/2022
Date


Chief Administrative Officer

Request for Legislative Action

Resolution No.: 21092
Sponsors: Theresa Galvin,
Ron E. Finley
Date: November 7, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21092
Sponsor(s):	Theresa Galvin;Ronald E. Finley	Legislature Meeting Date:	11/7/2022

Introduction
Action Items: ['Authorize', 'Award', 'Transfer']
Project/Title:
Authorizing the Director of Finance and Purchasing to execute contracts with Samuel U. Rodgers Health Center, Inc., of Kansas City, MO, at an actual cost to the County not to exceed \$1,100,000; and Swope Health Services, of Kansas City, MO, at an actual cost to the County not to exceed \$1,900,000 for Health Center Construction and Capital Improvements, under the terms and conditions of Invitation to Bid No. 81-22.

Request Summary
The purpose of this one-time funding opportunity is to support construction, expansion, alteration, renovation, and other capital improvements to modify, enhance, and expand health care infrastructure. 1.1.2 This funding opportunity is authorized by the American Rescue Plan Act of 2022 and section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b). The

Contact Information			
Department:	County Executive Office	Submitted Date:	10/25/2022
Name:	Caleb Clifford	Email:	CClifford@jacksongov.org
Title:	Chief of Staff	Phone:	816-881-3333

Budget Information			
Amount authorized by this legislation this fiscal year:			\$3,000,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$3,000,000
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
050 (American Rescue Plan Fund)	9100 (Operating Transfers)	56105 (Operating Transfers Out)	\$3,000,000

Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
050 (American Rescue Plan Fund)	7801 (ARPA Disadvantaged Communities)	56789 (Outside Agency Funding)	\$3,000,000

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?	Yes
Chapter 10 Justification:	Formal Bid
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: Federal funds	
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

Submitted by County Executive Office requestor: Caleb Clifford on 10/25/2022. Comments:

Approved by Department Approver Sylvya Stevenson on 10/26/2022 7:06:13 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 10/26/2022 10:29:25 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 10/26/2022 12:19:04 PM. Comments: Davis Bacon prevailing wage will apply to any construction project. Will not be overseen by CRO.

Returned for more information by Budget Office Approver Sarah L. Matthes on 10/26/2022 2:54:29 PM. Comments: Add transfer information per conversation

Submitted by Requestor Caleb Clifford on 10/26/2022 3:06:55 PM. Comments: Changes made.

Approved by Department Approver Sylvya Stevenson on 10/26/2022 3:13:57 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 10/27/2022 11:31:04 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/27/2022 12:27:21 PM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 10/28/2022 10:41:23 AM. Comments: Fiscal note attached

Approved by Executive Office Approver Sylvya Stevenson on 10/28/2022 2:36:54 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 11/3/2022 10:47:54 AM. Comments:

Fiscal Note:

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

PC# _____

Date: October 28, 2022

ORD/RES # 21092
eRLA ID #: 712

Org Code/Description	Object Code/Description	From	To
050	#N/A		
9100 Operating Transfers	56105 Operating Transfers Out	\$ 3,000,000	\$ -
7801 ARPA Disadvantaged Communities	56789 Outside Agency Funding	-	3,000,000
		<u>\$ 3,000,000</u>	<u>\$ 3,000,000</u>

Fiscal Note:

This expenditure was included in the Annual Budget

PC# _____

Org Code/Description	Object Code/Description	Not to Exceed
050	#N/A	
7801 ARPA Disadvantaged Communities	56789 Outside Agency Funding	\$ 3,000,000
		<u>\$ 3,000,000</u>

APPROVED
By Sarah Matthes at 10:40 am, Oct 28, 2022

Budget Office