



415 East 12th Street  
Kansas City, MO 64106

## COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

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CLERK OF THE COUNTY LEGISLATURE

201 West Lexington, 2<sup>nd</sup> Floor  
Independence, MO 64050

### June 21, 2024 – June 27, 2024

6-21-2024 Friday

NO MEETINGS –

6-24-2024 Monday

NO BUDGET, DIVERSITY, EQUITY, & INCLUSION,  
FINANCE & AUDIT, HOUSING & HOMELESSNESS, INTER-  
GOVERNMENTAL AFFAIRS, PUBLIC WORKS, RULES,  
VETERANS, OR 911 OVERSIGHT MEETINGS

10:30 A.M.

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

The Health & Environment Committee will have a public hearing.

2:15 P.M.

Justice and Law Enforcement Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

2:25 P.M.

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

2:40 P.M.

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

3:00 P.M.

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

6-25-2024 Tuesday NO MEETINGS –

6-26-2024 Wednesday NO MEETINGS –

6-27-2024 Thursday	11:00 A.M.	Land Trust of Jackson County Meeting Historic Truman Courthouse, 2 <sup>nd</sup> Floor Conference Room, 112 W. Lexington, Independence, MO
	5:30 P.M.	Jackson County Democratic Committee Jackson County Courthouse, 415 East 12 <sup>th</sup> Street, 2 <sup>nd</sup> Floor, Kansas City Legislative Assembly Area

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

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** submitting to the qualified voters of Jackson County, Missouri, at a General Election to be held on November 5, 2024, a question authorizing Jackson County to impose a countywide capital improvement sales tax of [three-sixteenths] one-eighth of one percent for a period of twenty-five years for the purpose of retaining the Kansas City Chiefs sports team in Jackson County, Missouri.

**ORDINANCE NO. 5860** June 17, 2024

**INTRODUCED BY** Manuel Abarca IV, County Legislator

WHEREAS, the Kansas City Chiefs Football Club is a County and area-wide asset that has made and will continue to make significant contributions to the economic well-being and quality of life in Jackson County and the Kansas City metropolitan area; and,

WHEREAS, this professional league team has been the County's tenant at Arrowhead Stadium at the Harry S. Truman Sports Complex since the early 1970s; and,

WHEREAS, improvements to and modernization of Arrowhead Stadium is necessary to ensure that the stadium is in nationally competitive physical condition in the marketplace of professional sports, for the foreseeable future; and,

WHEREAS, to achieve a development plan to make the stadium nationally competitive and to guarantee the teams' continued presence in Jackson County, representatives of the team, the Jackson County Sports Complex Authority, and the County have been working diligently to negotiate and develop a plan for improvements and additions to the existing Arrowhead Stadium for the Chiefs, in Jackson County, Missouri; and,

WHEREAS, as an express condition of negotiating possible financial support of the stadium, Jackson County, Missouri, requires and is negotiating (a) a lease and development agreement with the Chiefs which incorporates the terms and conditions under which the Chiefs will develop, renovate, furnish, equip, repair, maintain, operate, and occupy Arrowhead Stadium, and (b) one or more community benefits agreements with the Chiefs set forth the terms and conditions under which the team will financially support and engage in programming designed to create opportunities that will serve and advance the interests and vitality of, among others, the residents, youth, labor, minority and women enterprises, workforce, economies, and communities of Jackson County; and,

WHEREAS, subject to the foregoing express conditions, Jackson County, Missouri, has determined that stadium park improvement funding utilizing a countywide capital improvement sales tax at the rate of [three-sixteenths of one percent (3/16%)] one-eighth of one percent (1/8%) for a period of twenty-five years from the date first imposed is appropriate and the most effective means of funding the stadium; and,

WHEREAS, the County has determined that, subject to the team agreeing to enter into lease, development, and community benefits agreements, a new countywide capital improvement sales tax to commence upon the expiration or termination of the existing sales tax and to continue for a period of 25 years, for stadium park improvements to retain the Chiefs in the County is in the best interests of the health, welfare and safety of the citizens of Jackson County; now therefore,



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

Section 1. Contingent upon the Chiefs agreeing to enter into a lease agreement, development agreement, and one or more community benefits agreements acceptable to the County, subject to plans of development, improvement of Arrowhead Stadium, and further subject to approval by the voters of the County, the levy of a countywide capital improvement sales tax in the amount of [three-sixteenths (3/16) of one cent (.1875%),] one-eighth (1/8) of one cent (0.125%), is hereby authorized for and within Jackson County, Missouri.

Section 2. The current tax levy, as approved by voters on April 4, 2006, will expire on September 30, 2031. Subject to the approval of the voters of the County, the new levy will begin October 1, 2031, and continue for a term of 25 years, the duration of the proposed lease with the Chiefs which governs the Chiefs' long-term use, repair, maintenance, operation, and occupancy of Arrowhead Stadium, in Jackson County.

Section 3. Subject to the foregoing and pursuant to the provisions of Section [644.032] 67.700, RSMo, there is hereby submitted to the qualified voters of Jackson County, Missouri, at a General Election to be held on November 5, 2024, a question authorizing the imposition of a countywide capital improvement sales tax of [three sixteenth of one percent (3/16%),] one-eighth of one percent (1/8%), for the purpose of providing funding for park improvements consisting of Arrowhead Stadium and its surrounds, in Jackson County.

Section 4. The qualified voters at said election shall vote by ballot and the ballots to be used at said election shall contain the following language:

**JACKSON COUNTY, MISSOURI  
QUESTION # 1  
GENERAL ELECTION  
NOVEMBER 5, 2024  
OFFICIAL BALLOT**

Shall the County of Jackson impose a new countywide capital improvement sales tax of [three-sixteenths (3/16)] one-eighth (1/8) of one percent, for a period of 25 years from the date first imposed, to provide funding for park improvements, consisting of (1) developing, furnishing, equipping, repairing, maintaining, and operating Arrowhead Stadium and its surrounds, to retain the Kansas City Chiefs Football Club in Jackson County, Missouri?

Section 5. This Ordinance shall be published as required by law.

Section 6. The Clerk of the Legislature is hereby authorized and directed to notify the Jackson County Board of Election Commissioners and the Kansas City Board of Election Commissioners of the adoption of this Ordinance no later than August 27, 2024, by 5:00 p.m. and to include in said notification all the terms and provisions required by Section 115.125, RSMo 2016.

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

APPROVED AS TO FORM:

Whitney Miller  
Whitney Miller (Jun 20, 2024 10:47 CDT)  
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5860 introduced on June 17, 2024, was duly passed on \_\_\_\_\_, 2024 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. 5860.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a twelve-month term and supply contract, with two twelve-month options to extend, for the furnishing of soft drinks for resale by the Parks + Rec Department at its concession operations to Coca-Cola Bottling Company of Lenexa, KS, and Pepsi Beverages Company of Olathe, KS, as a proprietary purchase.

**RESOLUTION NO. 21658**, June 24, 2024

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the Parks + Rec Department has a need for soft drinks for resale in departmental retail operations; and,

WHEREAS, in order to meet demand for the patrons of the Parks + Rec Department facilities, more than one brand of soft drink is necessary; and,

WHEREAS, these soft drinks are only available for resale through their brand distributors as proprietary goods; and,

WHEREAS, pursuant to section 1030.6 Jackson County Code, 1984, competitive bidding shall not be required when the items to be purchased are proprietary goods not available on the competitive market; and,

WHEREAS, pursuant to section 1030.6, Jackson County Code, 1984, the Department of Finance and Purchasing recommends the award of twelve-month term and supply contract, with two twelve-month options to extend, for the furnishing of this commodity to Coca-Cola Bottling Company of Lenexa, KS, and Pepsi Beverages Company of Olathe, KS, now therefore,

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

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

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

APPROVED AS TO FORM:

Whitney Miller  
Whitney Miller (Jun 20, 2024 10:47 CDT)  
County Counselor

### Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21658 of June 24, 2024, was duly passed on \_\_\_\_\_, 2024 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, which is estimated to be \$65,000.00 collectively for 2024.

**06/20/2024**

\_\_\_\_\_  
Date

Sylvia Stevenson  
Sylvia Stevenson (Jun 20, 2024 11:10 CDT)

\_\_\_\_\_  
Chief Administrative Officer



# Jackson County, Missouri

## Request for Legislative Action

**REQUESTED MEETING DATE:** 05/20/2024

**SPONSOR:** Charlie Franklin

*To be completed by the County Counselor's Office:*

**NUMBER:** 21658

**ASSIGNED MEETING DATE:** 06/24/2024

**STAFF CONTACT:** Tina Spallo

**PHONE:** 816-503-4872

**EMAIL:** TSpallo@jacksongov.org

**DEPARTMENT:** Parks + Rec

**TITLE:** Awarding a twelve month term and supply contract with two twelve month options to extend for the furnishing of soft drinks for resale at the Parks + Rec Department's Concession Operations to Pepsi Beverages Company of Olathe, KS and Heartland Coca Cola of Lenexa, KS as a proprietary purchase.

### SUMMARY:

The Parks + Rec Department requires a term & supply contract for the furnishing of soft drinks for resale at its concession operations. Pursuant to Section 1030.6 of the Jackson County Code, Purchase of Proprietary Goods for Resale, competitive bidding shall not be required when the items to be purchased are proprietary goods not available in a competitive market. The Director of Finance and Purchasing recommends the award of a twelve month term & supply contract with two twelve month optional extensions for the furnishing of soft drinks for resale at the Parks + Rec Department's Concession operations to Pepsi Beverages Company of Olathe, KS and Heartland Coca Cola of Lenexa, KS as proprietary purchases not available on the competitive market. This 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. Estimated total department spending for Pepsi is = \$46,500 and Coke is \$18,500.

**FINANCIAL IMPACT:** NO ☐

YES ☐

Amount

Fund

Department

Line-Item Detail

**ACTION NEEDED:** AWARD A CONTRACT

**ATTACHMENT(S):**

# Memorandum

**To:** Craig Reich, Purchasing  
**From:** Tina Spallo, Superintendent of Recreation  
**Date:** 05/13/2024  
**Re:** Recommendation Memo – Soft Drinks

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The Parks + Rec Department recommends the awarding of a twelve-month term and supply contract with two twelve-month options to extend to Pepsi of Olathe, KS and Heartland Coca Cola of Lenexa, KS. Pepsi and Coke provide a wide variety of soft drinks desired by our customers and have served Jackson County well for over 10 years.

Estimated total spending with Pepsi is \$46,500  
Estimated total spending with Coke is \$18,500

Any questions please contact me at Ext. 34872.



**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a contract for the furnishing of software maintenance services for the COMBAT website to CivicPlus of Manhattan, KS, at an actual cost to the County in the amount of \$13,087.00, as a sole source purchase.

**RESOLUTION NO. 21659**, June 24, 2024

**INTRODUCED BY** Donna Peyton, County Legislator

WHEREAS, COMBAT has a need to purchase annual software maintenance services for COMBAT's publicly accessible website; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, 1984, the Director of Finance and Purchasing and the Director of COMBAT recommend the award of a contract for software maintenance and support for use by COMBAT to CivicPlus of Manhattan, KS, at an actual cost to the County in the amount of \$13,087.00, as a sole source purchase; and,

WHEREAS, the COMBAT Director and Director of Finance and Purchasing recommend the purchase of the required maintenance services from CivicPlus of Manhattan, KS, as a sole source purchase, because CivicPlus, as the developer of this proprietary web software, is the only vendor capable of maintaining it; now therefore,

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

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

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

APPROVED AS TO FORM:

Whitney Miller  
Whitney Miller (Jun 20, 2024 10:47 CDT)

County Counselor

### Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21659 of June 24, 2024, was duly passed on \_\_\_\_\_, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date


\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 008 4401 56662  
ACCOUNT TITLE: Anti-Crime Sales Tax Fund  
COMBAT Administration  
Software Maintenance  
NOT TO EXCEED: \$13,087.00

06/20/2024

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sylvia Stevenson (Jun 20, 2024 11:10 CDT)

\_\_\_\_\_  
Chief Administrative Officer



# Jackson County, Missouri

## Request for Legislative Action

REQUESTED MEETING DATE: 05/28/2024 SPONSOR: Donna Peyton

To be completed by the County Counselor's Office:

NUMBER: 21659 ASSIGNED MEETING DATE: 6/24/2024

STAFF CONTACT: Keron Hopkins PHONE: 816-881-1415

EMAIL: Khopkins@jacksongov.org

DEPARTMENT: COMBAT

TITLE: Authorizing the purchase of software maintenance services for the purposes of hosting, providing security, and managing COMBAT's community and customer data for electronic communications delivery.

### SUMMARY:

CivicPlus, located in Manhattan, KS, has provided the content management system (CMS) for jacksoncountycombat.com since 2015. COMBAT's communications administrator has become proficient in using this platform to maintain and expand COMBAT's website. Last year, the CivicPlus platform was used to redesign jacksoncountycombat.com so that it features sub-sites for Prevention, Treatment and Justice, giving COMBAT essentially five sites in one.

At this time, all of COMBAT's web content is housed with the CivicPlus CMS. It is used to manage COMBAT's community and customer e-mail lists and to send out its e-mail blasts to nearly 20,000 subscribers. CivicPlus also manages COMBAT's domain registration and SSL certifications.

The request is for approval to pay CivicPlus \$13,086.41, within the Anti-Crime Fund, Software Maintenance budget line (56662), for the annual hosting and security fees and other support services described above.

FINANCIAL IMPACT: NO ☐

YES ☐

Amount	Fund	Department	Line-Item Detail
\$ 13,086.41	008	4401	56662

ACTION NEEDED: AUTHORIZE

ATTACHMENT(S):

*approved [Signature] 5/21/2024*

**Fiscal Note:**

This expenditure was included in the Annual Budget.

PC# \_\_\_\_\_

Date: May 22, 2024

RES # 21659  
eRLA ID #: \_\_\_\_\_

**008 Anti-Crime Sales Tax Fund**

Cost Center		Spend Category	Program/Grant/Project	Not to Exceed
4401	COMBAT Administration	56662 Software Maintenance		\$ 13,087
<div>APPROVED</div>				\$ 13,087

Budget Office



415 East 12<sup>th</sup> Street, 9<sup>th</sup> Floor  
Kansas City, Missouri 64106  
Jacksoncountycombat.com

MEMORANDUM

*Vincent M. Ortega*  
Director  
(816) 881-3886

*Dawna J. Shumate*  
Deputy Director  
(816) 881-3510

*COMBAT*  
*Commissioners:*  
*Larry Beaty*  
*Mark S. Bryant*  
*Arimeta DuPree*  
*Alfred Jordan*  
*Dr. Joseph Spalitto*  
*Lanna Ultican*  
*Elizabeth Williams*

*Fax:*  
(816) 881.1416

TO: Ms. Barbara Casamento  
FROM: Vincent M. Ortega, COMBAT Director  
SUBJECT: Civic Plus (CP)-COMBAT's Website Hosting Vendor  
Purchasing Memo and Sole Source Request  
DATE: May 17, 2024  
cc: Jean Peters Baker, Jackson County Prosecutor,  
Michael Erickson, IT Director

It is requested that this purchase be considered a sole source. The reason is because of the proprietary software that can only be maintained by this company, Civic Plus (CP).

Over the last eight years, COMBAT's communications administrator has become proficient using this platform to maintain and expand COMBAT's website. Furthermore, the platform was used to redesign jacksoncountycombat.com website to feature sub-sites COMBAT programs that essentially combined five sites in one.

Presently, all COMBAT's web content is housed with the CivicPlus content management system (CMS). COMBAT uses CivicPlus to manage its community and customer e-mail lists and to send out its e-mail blasts to nearly 20,000 subscribers. CivicPlus also manages COMBAT's domain registration and SSL certifications.

Additionally, COMBAT's communications administrator has a strong working relationship with CP's support and design staff. They are familiar with our organization and its unique needs.

Finally, CivicPlus has provided stability in terms of COMBAT's site performance, and responsive support services (available 24/7).

Funding for this service is as follows: 008-4401-56662 (\$13,086.41)

**CivicPlus**

302 South 4th St. Suite 500  
 Manhattan, KS 66502  
 US

**Quote #:**

Q-58612-1

**Date:**

11/22/2023 11:09 AM

**Customer:**

JACKSON COUNTY,  
 MISSOURI

QTY	Product Name	DESCRIPTION
1.00	Hosting & Security Annual Fee - CivicEngage Central Renewal	Hosting & Security Annual Fee
1.00	Premium Department Header Annual Fee - CivicEngage Renewal	Premium Department Header Annual Fee - COMMUNITY
1.00	Premium Department Header Annual Fee - CivicEngage Renewal	Premium Department Header Annual Fee - JUSTICE
1.00	Premium Department Header Annual Fee - CivicEngage Renewal	Premium Department Header Annual Fee - TREATMENT
1.00	Premium Department Header Annual Fee - CivicEngage Renewal	Premium Department Header Annual Fee - PREVENTION
1.00	SSL Management – CP Provided Only Renewal	SSL Management – CP Provided Only 1 per domain (Annually Renews)
1.00	Premium Department Header Annual Fee - CivicEngage Renewal	Premium Department Header Annual Fee - STRIVIN'
1.00	CivicSend Annual - CivicEngage Central Renewal	CivicSend Annual
1.00	Annual - CivicEngage Central Renewal	CivicEngage 5 Annual
1.00	Design Center Pro Annual Fee - CivicEngage Central Renewal	Design Center Pro Annual Fee
Annual Recurring Services - Initial Term		USD 13,086.41
Annual Recurring Services - (Subject to Uplift)		USD 13,086.41

1. This renewal Statement of Work ("SOW") is between Jackson County COMBAT ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: [www.civicplus.help/hc/p/legal-stuff](http://www.civicplus.help/hc/p/legal-stuff) (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 4/23/2024 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.



## Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

# Jackson County Missouri

# Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,  
this Certificate of Compliance is hereby issued to:

CivicPlus, LLC  
302 S 4th St Suite 500  
Manhattan, KS 66502  
2024 Certificate: 20240322VC545

Issued: 2024-03-22

Expires: 2024-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

Chief Compliance Review Officer  
Jackson County Missouri  
816-881-3302  
compliance@jacksonsongov.org

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a twelve-month term and supply contract, with two twelve-month options to extend, for the furnishing, installation, and repair of emergency equipment for use by the Sheriff's Office to 911 Custom of Olathe, KS, as a sole source purchase.

**RESOLUTION NO. 21660**, June 24, 2024

**INTRODUCED BY** Venessa Huskey, County Legislator

WHEREAS, the Sheriff's Office has a need for the acquisition, installation, and repair of emergency equipment for use in its fleet vehicles; and,

WHEREAS, 911 Custom of Olathe, KS, is the only authorized dealer for Whelan emergency equipment within 50 miles of the greater Kansas City metropolitan area and employs certified installers to maintain the warranties on emergency equipment; and,

WHEREAS, 911 Custom of Olathe, KS is also certified to install other specialized emergency equipment on fleet vehicles, such as ELSAG mounted license plate readers, StarChase GPS dart systems and WatchGuard dashboard camera systems, all of which are currently used by the Sheriff's Department; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Sheriff and the Director of Finance and Purchasing recommend the award of a twelve-month term and supply contract, with two twelve-month options to extend, for the furnishing, installation, and repair of emergency equipment for use by the Sheriff's Office to 911 Custom of Overland Park, KS, as a sole source purchase; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Sheriff and 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 that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:

Whitney Miller  
Whitney Miller (Jun 20, 2024 10:47 CDT)  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21660 of June 24, 2024, was duly passed on \_\_\_\_\_, 2024 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, the estimated 2024 annual appropriation is to be \$250,000.00.

06/20/2024  
\_\_\_\_\_  
Date

Sylvia Stevenson  
Sylvia Stevenson (Jun 20, 2024 11:10 CDT)  
\_\_\_\_\_  
Chief Administrative Officer



# Jackson County, Missouri

## Request for Legislative Action

**REQUESTED MEETING DATE:** \_\_\_\_\_ **SPONSOR:** Venessa Huskey

*To be completed by the County Counselor's Office:*

**NUMBER:** 21660 **ASSIGNED MEETING DATE:** 06/24/2024

**STAFF CONTACT:** John Konon **PHONE:** 816-881-3292

**EMAIL:** jkonon@jacksongov.org

**DEPARTMENT:** Finance

**TITLE:** Awarding a Twelve (12) Month Contract with Two (2) Twelve Month options to extend for Emergency Equipment Furnishing, Installation & Repair for use by the Sheriff's Office to 911 Custom of Olathe, Kansas as the closest authorized Whelen Master Distributor in the Greater KCMO area as a Sole Source Award.

### SUMMARY:

The Sheriff's Office requires a Term and Supply Contract for the acquisition, installation, and repair of emergency equipment on fleet vehicles. 911 Custom of Olathe, Kansas, is the only authorized distributor of Whelen engineering emergency equipment that is located within 50 miles of the Greater Kansas City metropolitan area, employs certified installers to maintain the warranties on the emergency equipment and has the facilities equipped and supplied to install, service, repair referenced equipment. 911 Custom is also certified to install other specialized emergency equipment on fleet vehicles, such as ELSAG mounted license plate readers, StarChase GPS dart systems, and WatchGuard dashboard camera systems.

Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the award for a Twelve (12) Month contract with Two (2) Twelve Month options to extend for Emergency Equipment Furnishing, Installation & Repair for use by the Sheriff's Office to 911 Custom of Olathe, KS as a Sole Source contract.

This award is made on an "As Needed" basis and does not obligate Jackson County, Missouri to pay any specific amount. The annual estimated spend for this contract is \$250,000.00. The availability of funds for specific projects is subject to annual appropriations.

The Jackson County Compliance portal was checked and the recommended vendor has a current certificate on file showing 2024/12/31 expiration date.

**FINANCIAL IMPACT:** NO ☐

YES ☐

Amount

Fund

Department

Line-Item Detail

**ACTION NEEDED:** AWARD A CONTRACT

**ATTACHMENT(S):**



# Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

**TO:** Purchasing Department  
**FROM:** Sgt. J. Payne #23, Support Services Division  
**DATE:** 05-20-2024  
**SUBJECT:** Recommendation for Vendor: 911 Custom of Olathe, KS

Sir,

In consideration if the expiring Term and Supply Contract No., SS20993, the Jackson County Sheriff's Office would recommend a new Sole Source Term and Supply Contract be awarded to 911 Custom of Olathe, KS

- **911 Custom of Olathe, KS is:**
  - The only authorized Whelen Master Distributor within 50 miles of the greater Kansas City area.
  - The only vendor in the greater Kansas City area with certified installers (necessary to maintain the warranties on the emergency equipment).
  - Able to service all types of emergency equipment (ELSAG license plate readers, StarChase GPS dart systems, WatchGuard camera systems, and Whelen lights and siren systems) on vehicles operated by the Sheriff's Office.
  - Provided good communication and supervision necessary for emergency equipment installation, maintenance, and repair.
  - Has the facilities equipped and supplied to install, service, and repair the referenced equipment.
  - Completes the requested installation, repairs, and service in a timely manner.

It is estimated the Sheriff's Office could spend approximately \$250,000.00 annually with this vendor for installs, maintenance, and repairs to the referenced systems.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Sgt. J. Payne".

Sgt. John Payne

Support Services Supervisor



May 10, 2024

Re: Distributor Status

To: Whom it may concern,

Please be advised that 911 Custom located at 15665 S. Keeler Street, Olathe, KS is an Authorized MASTER DISTRIBUTOR and RESELLER in good standing for Whelen automotive products for KS, MO, NE and OK. They are the only Master Distributor within 50-miles of the Kansas City area. They may perform installation, service and return products for warranty consideration.

If you require any further information regarding this account, please do not hesitate to contact me on my cell, at 806.790.1080 or by email at [cszymanski@whelen.com](mailto:cszymanski@whelen.com).

Sincerely,

*Craig Szymanski*

Craig Szymanski  
Director of Sale Administration



# Jackson County Missouri

# Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,  
this Certificate of Compliance is hereby issued to:

911 Custom  
15665 S. Keeler St  
Olathe , KS 66062  
2024 Certificate: 20240228VC173

Issued: 2024-02-28  
Expires: 2024-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

  
\_\_\_\_\_  
Chief Compliance Review Officer  
Jackson County Missouri  
816-881-3302  
compliance@jacksonsongov.org

**AFFIDAVIT**

STATE OF Kansas )  
COUNTY OF Johnson ) SS.

Kevin Beck of the city of Lenexa  
County of Johnson State of Kansas being duly sworn on her or his oath, deposes and says;

1. That I am the General Manager (Title of Affiant) of 911 Custom (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2023, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

911 Custom Kevin Beck (Name of Bidder)

By: KRP (Signature of Affiant)

General Manager (Title of Affiant)

Subscribed and sworn to before me this 14 day of May, 2024

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

State of Kansas

My Commission Expires: 09/18/2026

DANIELLE MCCANN  
Notary Public - State of Kansas  
My Appointment Expires 9/18/26

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a twenty-four-month term and supply contract, with two twelve-month option to extend, for the furnishing of traffic signs and supplies for use by the Public Works and Parks + Rec Departments to J&A Traffic Products of Blue Springs, MO, under the terms and conditions of Invitation to Bid No. 23-090.

**RESOLUTION NO. 21661**, June 24, 2024

**INTRODUCED BY** Jalen Anderson, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 23-090 for the furnishing of traffic signs and supplies for use by the Public Works and Parks + Rec Departments to provide for departmental needs; and,

WHEREAS, a total of thirty-nine notifications were distributed and six responses were received, with the lowest and best bid being J&A Traffic Products of Blue Springs, MO; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of the contract for the furnishing of traffic signs and supplies to J&A Traffic Products of Blue Springs, MO; 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 with a projected annual use of \$90,000.00 in 2024; 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 any extensions; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending 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:

Whitney Miller  
Whitney Miller (Jun 20, 2024 10:47 CDT)  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution 21661 of June 24, 2024, was duly passed on \_\_\_\_\_, 2024 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. The annual estimated usage on this contract for 2024 is \$90,000.00.

06/20/2024  
\_\_\_\_\_  
Date

Sylvia Stevenson  
Sylvia Stevenson (Jun 20, 2024 11:10 CDT)  
\_\_\_\_\_  
Chief Administrative Officer



# Jackson County, Missouri

## Request for Legislative Action

**REQUESTED MEETING DATE:** \_\_\_\_\_ **SPONSOR:** Jalen Anderson \_\_\_\_\_

*To be completed by the County Counselor's Office:*

**NUMBER:** 21661 **ASSIGNED MEETING DATE:** 6/24/2024

**STAFF CONTACT:** Craig Reich **PHONE:** 816-881-3265

**EMAIL:** creich@jacksongov.org

**DEPARTMENT:** Purchasing

**TITLE:** Traffic Signs and Supplies

### SUMMARY:

Awarding a Twenty-Four Month Term and Supply Contract with (2) Twelve Month Options to Extend for the furnishing of Traffic Signs and Supplies for use by the Road and Bridge Division of Public Works and the Parks + Rec Department to J&A Traffic Signs of Blue Springs, MO under the Terms and Conditions of Invitation to Bid 23-090.

36 invitations were sent out and 6 bids were submitted.

J&A Traffic Signs of Blue Springs, MO was recommended as the lowest/best bid received by both Departments.

The projected annual use of this contract is \$90,000

**FINANCIAL IMPACT:** NO ☐

YES ☐

Amount

Fund

Department

Line-Item Detail

**ACTION NEEDED:** AWARD A CONTRACT

**ATTACHMENT(S):**



## **JACKSON COUNTY Public Works Department**

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

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

### MEMORANDUM

TO: Craig Reich, Senior Buyer

FROM: Kristi Miller, Public Works

DATE: May 15, 2024

SUBJECT: Bid No. 23-090 – “Traffic Signs and Supplies”

The Public Works Road and Bridge Division recommendation is to award the bid to J&A Traffic signs; lowest/best bid received. In Bonfire, they are identified as bidder 75-3067047. J&A has provided quality products and excellent service in previous years as a term and supply contractor.

Projected usage during the next twelve months is \$60000.

*Frank White, Jr., County Executive*



## JACKSON COUNTY

### Parks + Rec

22807 Woods Chapel Road  
Blue Springs, Missouri 64015  
[www.jacksongov.org](http://www.jacksongov.org)

*Administration  
Historic Sites  
Ranger Station  
Leisure Services  
(816) 503-4800  
Fax (816) 795-1234*

*Kemper Outdoor  
Education Center  
(816) 229-8980*

*Fred Arbanas  
Golf Course at  
Longview Lake  
(816) 761-9445*

*Blue Springs Marina  
(816) 795-1112*

*Jacomo Marina  
(816) 795-8888*

*Longview Marina  
(816) 966-0131*

*Special Population  
Services  
(816) 763-5130*

## MEMORANDUM

**TO:** Craig Reich, Senior Buyer

**FROM:** Kay Norris, Parks + Rec

**DATE:** May 15, 2024

**SUBJECT:** Bid No. 23-090 – “Traffic Signs and Supplies”

The Parks + Rec Department recommendation is to award the bid to J&A Traffic Signs, lowest/best bid received. In Bonfire, they are identified as bidder 75-3067047. J&A has provided quality products and excellent service in previous years as a term and supply contractor.

**Projected usage** during the next twelve months is \$ 30,000.

*Frank White Jr., County Executive*



**AFFIDAVIT**

STATE OF Missouri )  
COUNTY OF JACKSON ) SS.

JEFF MINDHAM of the city of Blue Springs  
County of JACKSON State of Missouri being duly sworn on her or his oath, deposes and says,

1. That I am the VICE PRESIDENT (Title of Affiant) of J & A Traffic Products (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2024, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

J & A Traffic Products (Name of Bidder)

By: [Signature] (Signature of Affiant)

VICE PRESIDENT (Title of Affiant)

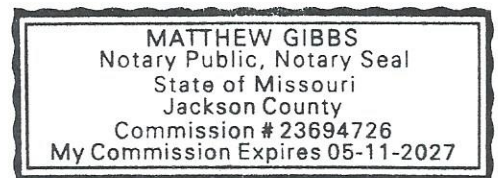
Subscribed and sworn to before me this 19th day of FEBRUARY, 20 24

[Signature]

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

State of MISSOURI

My Commission Expires: 5/11/2027



STATEMENT OF NO BID

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

We, the undersigned, have declined to submit a bid in response to this Invitation to Bid for the following reasons(s):

\_\_\_\_ Specifications too "tight", i.e., geared toward one brand or supplier.

\_\_\_\_ Insufficient time to respond to the bid.

\_\_\_\_ We do not offer this product or service.

\_\_\_\_ Our schedule would not permit us to perform.

\_\_\_\_ We are unable to meet specifications.

\_\_\_\_ We are unable to meet bond requirements.

\_\_\_\_ Specifications are not clear (explain).

\_\_\_\_ We are unable to meet insurance requirements.

\_\_\_\_ Remove us from your list for this commodity or service.

\_\_\_\_ Other (explain). \_\_\_\_\_

REMARKS \_\_\_\_\_

Company Name: J's A Traffic Products

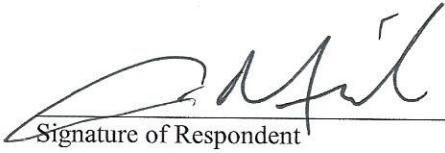
Signature: [Signature]

Telephone: 816-220-0450

Date: 2-19-2024

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

  
Signature of Respondent

2-19-2021  
Date

J. A. Tratte Pokla  
Company Name

605 W. 40 Hwy  
Address

Blue Springs, Mo 64014  
City, State, and Zip

816-226-0450  
Phone

**EXHIBIT F**

**BIDDER'S EXCEPTIONS  
TO  
SPECIFICATIONS  
OF  
JACKSON COUNTY, MISSOURI REQUEST FOR PROPOSAL NO. 23-090**

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

The following exceptions to the Specifications of Request for Proposal No.23-090 are requested by the undersigned Respondent:  
(Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED

Name of Firm: J & A Tatham Pools

Signature of Bidder: [Signature]





# 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

### JACKSON COUNTY, MISSOURI CONTRACTOR UTILIZATION PLAN

Bid/RFP/RFQ Number: 23-090  
Bid/RFP/RFQ Title: Traffic Signs & Supplies  
Contracting Department: Parks + Rec  
Respondent: \_\_\_\_\_

I, JEFF MINOHAN, 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:

0 % MBE      % WBE      % VBE

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

0 % MBE 0 % 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.

#### \*\*\*INTERNAL USE ONLY\*\*\*

CUP RECEIVED: \_\_\_\_\_ CUP APPROVED: \_\_\_\_\_

GFE RECEIVED: \_\_\_\_\_ GFE APPROVED: \_\_\_\_\_

CUP REVISED: \_\_\_\_\_ REVISION APROVED: \_\_\_\_\_

APPROVED GOALS: \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ VBE

RES/ORD: \_\_\_\_\_ AMT AWARDED: \_\_\_\_\_

NOTES:

MBE SUBCONTRACTORS

\*\*\*Add Additional Pages as Necessary\*\*\*

### 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.*

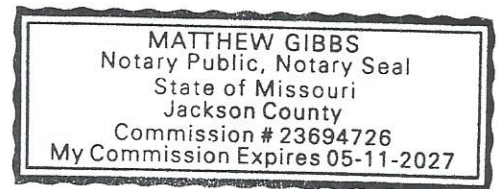
Respondent Primary Contact: JEFF MINUTEMAN  
Title: VICE PRESIDENT Email: jminuteman@jatp1.com  
Date: 2-19-2024 Phone: 816-220-0450

Subscribed and sworn to before me this 19th day of FEBRUARY, 2024.

My Commission Expires: 5/11/2027

[Signature]

Notary Public  
(Attach corporate seal if applicable)



For questions on this form please contact:

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





# Jackson County Missouri Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,  
this Certificate of Compliance is hereby issued to:

J A Traffic Products LLC  
627 NW Valley Ridge Circle  
Grain Valley, MO 64029  
2024 Certificate: 20240215VC251

Issued: 2024-02-15  
Expires: 2024-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

Chief Compliance Review Officer  
Jackson County Missouri  
816-881-3302  
compliance@jacksonsongov.org

**A TERM AND SUPPLY CONTRACT** for the furnishing of **Traffic Signs & Supplies** for use by **Various County Departments**.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the **12th** consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage, or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least **14** days written notice to Contractor. The parties may annually extend this Contract beyond its original term for a time, not to exceed **12** month extensions, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

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

If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes ☒ No ☐ Initials Jm. Minimum order, if applicable\$ \_\_\_\_\_.

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: J & A Traffic Products PHONE NO: 816-226-0450  
ADDRESS: 405 W. 4th Hwy Blue Springs MO 64014 FAX NO: 816-226-3197  
NAME OF AUTHORIZED AGENT (print or type) JEFF MINOIA DATE: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Vice President  
EMAIL ADDRESS OF AUTHORIZED AGENT: jminodia@jatps.com  
FEDERAL ID NO: 15-3067647 and/or SOCIAL SECURITY NO: \_\_\_\_\_  
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): \_\_\_\_\_ MINORITY BUSINESS ENTERPRISE (MBE): \_\_\_\_\_  
WOMAN OWNED (WBE): \_\_\_\_\_

\*\*\*\*\*  
JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF BOB CRUTSINGER: \_\_\_\_\_ DATE: \_\_\_\_\_



## 1.0 INTRODUCTION

- 1.1 Jackson, County Missouri is seeking bids for a Twenty-Four (24) Month Term & Supply Contract with Two (2) Twelve Month Options to Extend for the furnishing of **Traffic Signs and Supplies** for use by **Various County Departments**.

## 2.0 BACKGROUND

- 2.1 Although exact usage cannot be determined, the County expects to spend around \$110,000 on purchases of Traffic Signs and Supplies during the next year. The County may or may not exceed this amount.
- 2.2 The County reserves the right to split the Contract Award for Traffic Signs and Supplies.

## 3.0 AWARD REQUIREMENTS

- 3.1 Certificate of Insurance: The Successful Contractor will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Item 15 under "General Conditions" and Exhibit A included herein within ten (10) business days after receiving Notification of Award. The Certificate of Insurance must be received by the County prior to the commencement of any work on this contract.
- 3.2 W-9 Form: The Successful Contractor must provide a complete IRS W-9 Form for the contract.
- 3.3 Compliance with Chapter 6, Jackson County Code for Minority and Women Business Enterprise utilization will be required.
- 3.4 Successful Contractor shall provide 3 copies of awarded catalog to each County department at no charge, or if online a link to the current catalog website.

## 4.0 SPECIFICATIONS

- 4.1 All traffic control devices shall conform to standards set forth in the UNIFORM TRAFFIC CONTROL DEVICES (1988 edition).
- 4.2 All sign materials shall conform to the specifications set forth in Section 1042 entitled "HIGHWAY SIGN MATERIALS" of the Missouri Standards Specifications for Highway Construction (1990 edition). The only exception to this will be the use of fiberglass reinforced plastic in place of aluminum sign blank material.
- 4.3 Reflective Sheeting, Numbers and Letters shall equal or exceed 3-M engineer grade. Reflective sheeting shall have the manufacturer identified by the use of a "water mark." White engineer grade sheeting shall be "parkway white."
- 4.4 Panels shall be .080 thickness and manufactured from either new or recycled aluminum alloy meeting ASTM #3105-H18 or better.
- 4.5 **PLEASE NOTE: ALL WORDINGS AND SIZES MUST COMPLY WITH FEDERAL SPECIFICATIONS UNLESS OTHERWISE STATED.**
- 4.6 Miscellaneous Items (CATALOG ORDERING): Jackson County needs the ability to purchase additional or miscellaneous items not listed in the quotations section. For miscellaneous items not listed, Bidders must provide the County with a discount percentage off list prices in their catalog.
- 4.7 All catalogs must have pricing or be accompanied by pricing sheets to be considered for award. If catalog is online; bidder must provide website address with bid.

### Delivery

- 4.8 All orders are to be shipped **FOB Destination, Inside Delivery Only**. Contractor pays all freight.

- 4.9 Delivery Locations: Locations include but are not limited to the following:
  - 4.9.1 Road & Bridge Public Works Grain Valley, MO
  - 4.9.2 Various Parks Locations – Lee’s Summit/Blue Springs, MO
- 4.10 All orders shall be packaged adequately to assure safe handling, proper delivery, and acceptable conditions.
- 4.11 All orders must include an itemized packing slip that reflects the Purchasing Order Number and must indicate if the order is complete or a partial ship.
- 4.12 **FUEL SURCHARGE:** No Fuel Surcharges are allowed during the term of any resulting contract or any of its extensions.

Invoicing and Paperwork

- 4.13 The County will utilize Miscellaneous Blanket Purchase Orders on this contract.
- 4.14 Miscellaneous Blanket Purchase Orders are for an estimated dollar amount and the Successful Contractor will bill the County against the Miscellaneous Purchase Order until the stated dollar amount is spent, or the Contract terminates.
- 4.15 A hard copy of the Miscellaneous Purchase Order issued by the Finance and Purchasing Department must be in place with the Successful Contractor before any items can be purchased. Failure to adhere to this policy will result in the immediate termination of any resulting contract.
- 4.16 Price Increases: The Successful Contractor may increase prices only when the increase applies to the General Public and is stated officially in writing to Jackson County, Missouri. Price increase shall not take effect against the County until the Successful Contractor has verified the fulfillment of this condition to the reasonable satisfaction of the County’s Purchasing Department. No price increases will be allowed in the first six (6) months of this contract. Catalog discount will be set for duration of Contract.

**5.0 REQUIRED SUBMITTALS**

- 5.1 Manufacturers Current Catalog with Price Lists on Products being bid.
- 5.2 If the bidder catalog is on-line; bidder must provide website address with the bid.
- 5.3 Contractor Utilization Plan, as provided in Bonfire paperwork.

**6.0 EVALUATION PROCESS**

- 6.1 All bids received that are responsive to the General Conditions, Specifications, and other provisions of this Invitation to Bid will be evaluated. An Evaluation Committee made up of Jackson County, Missouri personnel will evaluate bids and make recommendations. Jackson County, Missouri shall be the sole judge of the bids submitted and its decision shall be final.

**7.0 QUESTIONS**

- 7.1 All questions regarding this Invitation to Bid must be submitted through the Bonfire Portal at <http://jacksongov.bonfirehub.com> via the Opportunity Q&A by 5:00pm CST on February 16<sup>th</sup>, 2024. All questions will be answered in the form of Addenda on the Bonfire website. Failure to follow this procedure MAY result in the REJECTION OF YOUR BID.

**8.0 QUOTATIONS**

- 8.1 All quotation will be accepted via the Bonfire Portal.

SIGNATURE: <i>J. Mindham</i>	DATE: <i>2-14-2024</i>
NAME: <i>Jeff Mindham</i> (Print or Type)	PHONE: <i>816-220-0450</i>
TITLE: <i>Vice President</i> (Print or Type)	CELL: <i>816-392-6725</i>
COMPANY NAME: <i>J &amp; A Tractor Products</i> (Print or Type)	FAX: <i>816-220-3197</i>
EMAIL ADDRESS: <i>jmindham@jatps.com</i> (Print or Type)	
WEB ADDRESS: <i>www.jatps.com</i> (Print or Type)	



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**J & A TRAFFIC PRODUCTS**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**605 W. 40 Hwy PUB 119**

6 City, state, and ZIP code  
**BLUE SPRINGS, MO 64029**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

**75-3067047**

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► **2-19-2024**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481		<b>CONTACT</b> <b>NAME:</b> Sentry Customer Service <b>PHONE</b> (A/C, No, Ext): 800-473-6879 <b>EMAIL</b> ADDRESS: businessproducts_direct@sentry.com <b>FAX</b> (A/C, No): 800-514-7191	
<b>INSURED</b> J & A Traffic Products LLC 605 SW US Highway 40 # 119 Blue Springs, MO 64014-3232		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Sentry Insurance Company	<b>NAIC #</b> 24988
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 2569491

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> BUSINESSOWNERS LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		A0116171003	10/28/2023	10/28/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A0116171002	10/28/2023	10/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Refer to attached

## CERTIFICATE HOLDER

Jackson County Missouri  
415 E 12th St  
Kansas City, MO 64106-2706

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John Highland*

ACORD 25 (2016/03)

A0116171

Sentry Insurance Company

1 00001 0000000000 24050 0 N

Page 1 of 2

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02/19/2024

6a403462-cfa9-4e31-8a54-3f96dbe472ce



AGENCY CUSTOMER ID: XXXXX7047

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

<b>AGENCY</b> Matthew TeStrake		<b>NAMED INSURED</b> J & A Traffic Products LLC
<b>POLICY NUMBER</b> A0116171003		
<b>CARRIER</b> Sentry Insurance Company	<b>NAIC CODE</b> 24988	<b>EFFECTIVE DATE:</b> 10/28/2023

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance**Certificate Details**

Bid Number: 23-090

Additional Insured Status is Subject to the Terms and Conditions of endorsement BP 8021.

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a contract for the furnishing of appointment management software for use by the Collections Department to Q-Less Software of Pasadena, CA, as a sole source purchase, at an actual cost to the County in the amount of \$16,736.00.

**RESOLUTION NO. 21662**, June 24, 2024

**INTRODUCED BY** Megan L. Marshall, County Legislator

WHEREAS, the Collections Department has a continuing need for appointment management software to provide a convenient online system for taxpayers to schedule appointments at the Historic Truman Courthouse; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, 1984, the Director of Finance and Purchasing has determined that this software can be obtained from only one source, Q-Less Software of Pasadena, CA, to ensure compatibility with other County software and ease of maintenance; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for the needed appointment management software to Q-Less Software of Pasadena, CA, as a sole source purchase, at an actual cost to the County in the amount of \$16,736.00; 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 for the accomplishment of the award; and,

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



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

APPROVED AS TO FORM:

Whitney Miller  
Whitney Miller (Jun 20, 2024 10:47 CDT)  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21662 of June 24, 2024, was duly passed on \_\_\_\_\_, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date


\_\_\_\_\_  
Mary Jo Spino, Clerk of the Legislature

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

ACCOUNT NUMBER: 045 1403 56662  
ACCOUNT TITLE: Assessment Fund  
Collections  
Software  
NOT TO EXCEED: Maintenance  
\$16,736.00

06/20/2024

Date

  
Sylvia Stevenson (Jun 20, 2024 11:10 CDT)

Chief Administrative Officer



# Jackson County, Missouri

## Request for Legislative Action

REQUESTED MEETING DATE: \_\_\_\_\_

SPONSOR: Megan L. Marshall

*To be completed by the County Counselor's Office:*

NUMBER: 21662

ASSIGNED MEETING DATE: 06/24/2024

STAFF CONTACT: Karey Schulze

PHONE: 816-881-3038

EMAIL: KSchulze@jacksongov.org

DEPARTMENT: Collection

**TITLE:** Authorizing the purchase of Annual Software Maintenance Agreement pursuant to Jackson County Chapter 10, 1031.1, Sole Source, for use by the Departments of Collection and Assessment from Q-Less, Inc. of Pasadena, CA at a total cost to the County of \$16,735.50. This purchase is a sole source due to proprietary software maintenance.

### SUMMARY:

The annual software maintenance agreement for the Departments of Collection and Assessment with Q-Less, Inc. needs to be authorized for 2024 renewal period (9/29/24-9/28/25). The software allows taxpayers to login from any location and get an appointment time to come to the Historic Truman Courthouse and will notify them of any changes or updates in appointment times. Pursuant to Section 1030.1 of the Jackson County Code, the software maintenance from Q-Less would be considered a sole source to ensure consistency of services to taxpayers and allow maintenance and updates to the software from the proprietary owner of the software.

FINANCIAL IMPACT: NO ☐

YES ☒

Amount	Fund	Department	Line-Item Detail
<u>\$ 16,735.50</u>	<u>045</u>	<u>1403</u>	<u>56662</u>

ACTION NEEDED: AUTHORIZE



ATTACHMENT(S): Quote: 0Q0UK000000uabt0AA; Sole Source Memo; 2024 Certificate of Compliance

**Fiscal Note:**

This expenditure was included in the Annual Budget.

PC# \_\_\_\_\_

Date: June 7, 2024

RES # 21662  
eRLA ID #: \_\_\_\_\_

#### 045 Assessment Fund

Cost Center		Spend Category	Program/Grant/Project	Not to Exceed
1403	Collections	56662 Software Maintenance		\$ 16,736
				\$ 16,736

**APPROVED**

By Mark Lang at 10:22 am, Jun 07, 2024

**APPROVED**

By Mark Lang at 10:22 am, Jun 07, 2024

Budget Office



## **JACKSON COUNTY**

### **Collection Department – Kansas City**

415 East 12<sup>th</sup> Street, Suite 100  
Kansas City, Missouri 64106  
[www.jacksongov.org](http://www.jacksongov.org)

(816) 881-3232  
Fax: (816) 881-3142

## **Memo**

**To:** Craig Reich, Purchasing Senior Buyer

**From:** Karey Schulze, Deputy Director of Collection

**cc:** Barbara Casamento, Purchasing Administrator  
Scott Lakin, Director of Collection

**Date:** 06/05/24

**Re:** Q-Less, Inc. annual software maintenance

---

I am entering an e-RLA for 2024 annual software maintenance for Q-Less software used by the Departments of Collection and Assessment as a sole source purchase. Please see the attached quote for breakdown of \$16,735.50 charge. Funding has been budgeted for 2024 in fund/account: 045-1403-56662-24. Also attached is their Certificate of Compliance for 2024.

*Frank White Jr., County Executive*



Quote Reference: 0Q0UK000000uabt0AA

**County of Jackson, MO - Assessments & Collections Renewal Opp 09/28/2024**

**Company Information:**

County of Jackson, MO - Assessments & Collections  
415 East 12th Street  
Kansas City MO  
64106 United States

**Service Order Information:**

Quote Created: May 31, 2024  
Quote Expires: September 28, 2024

**Service Order created by:**

Lisa Wilt  
lisa.wilt@qless.com

**Main Contact:**

Karey Schulze  
kschulze@jacksongov.org

**Contract Signer:**

Karey Schulze  
kschulze@jacksongov.org

**Service Order Details:**

Subscription Start Date: Sep 29, 2024  
Subscription End Date: Sep 28, 2025  
Contract terms: 0  
Payment Terms: Annually  
PO Required: Yes, Before Invoicing  
Currency: USD  
# of Locations:

**Comments**

**ITEMS & PRICES**

Item / Description	Quantity	List Price	Your Price	Total Price
Mobile Queuing Platform 2 Way SMS - M	1.00	\$15,412.50	15,412.50	\$15,412.50
Live Dashboard	1.00	\$1,323.00	1,323.00	\$1,323.00

**QLess**

21 Miller Alley, Suite 210, Pasadena, CA 91105

Item / Description	Quantity	List Price	Your Price	Total Price
<b>Totals</b>				<b>\$16,735.50</b>

#### QLESS STANDARD PURCHASE TERMS:

##### **Governing Terms**

This Service Order (the "Service Order") is made as of the date of the final signature below (the "Effective Date"), by and between QLess, Inc. ("QLess") and the Customer listed below ("Customer"). This Service Order is subject to the terms and conditions as set forth in the QLess Software as a Service Agreement (the "**SaaS Agreement**"), executed simultaneously with this Service Order. This Service Order, together with the SaaS Agreement, forms the entire agreement between QLess and Customer governing the services described hereunder. All terms of the SaaS Agreement are incorporated herein by this reference. If any terms of this Service Order conflict with the terms of the SaaS Agreement, the SaaS Agreement shall govern. The terms and conditions can be found at [www.qless.com/terms](http://www.qless.com/terms).

The Term of this Service Order will commence on the day of receipt of a fully executed SaaS Agreement between QLess and Customer. Following the initial Term, this Service Order will automatically renew, continuously and indefinitely, for a period equal to the initial Term (each a "Renewal Term") unless Customer notifies QLess via email (to [billing@qless.com](mailto:billing@qless.com)) at least thirty days (30) prior to the Term end date. If Customer wishes to cancel the auto-renewal less than 30 days prior to the Service Order end date, a fee equal to 1/12 of the Service Order cost will be invoiced.

The Fees associated with the Services provided in this Service Order are due and payable upon the execution of the SaaS Agreement.

##### **Additional Payment Terms**

If a PO is required for invoicing purposes, please submit the PO to [billing@qless.com](mailto:billing@qless.com), to avoid delayed access to the QLess Services. Payment is due net 30, upon receipt of a fully executed SaaS Agreement and Service Order. Customer will be invoiced in USD and payments are to be remitted in USD. Please direct all billing inquiries to [billing@qless.com](mailto:billing@qless.com). All amounts are non-cancellable or non-refundable (except as explicitly provided herein or in the MSA). In the event of a conflict between the terms of this Service Order and the SaaS Agreement and the terms of a Customer PO, the terms of this Service Order and SaaS Agreement shall govern.

##### **QLess Hardware**

All free-standing kiosks are pre-ordered and customized for each customer. As a result, all kiosk sales are final and are non-refundable. Due to the custom set-up on each free-standing kiosk, the standard delivery window is 8-12 weeks from the payment date. In case of any malfunction of the hardware (other than free-standing kiosks), Customer is required to notify QLess within 30 days from the receipt of the hardware to remain eligible for replacement or full refund. After thirty days (30) the manufacturer warranty may still be used.

#### **Signatures**

QLess

21 Miller Alley, Suite 210, Pasadena, CA 91105

QLess, Inc.

[Customer]

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Name

\_\_\_\_\_

Name

\_\_\_\_\_  
Bob Crutinger

Title

\_\_\_\_\_

Title

\_\_\_\_\_  
Finance Director

Approved to Form  
\_\_\_\_\_  
Whitney

QLess

21 Miller Alley, Suite 210, Pasadena, CA 91105



# Jackson County Missouri

# Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,  
this Certificate of Compliance is hereby issued to:

QLess, Inc.  
21 Miller Alley Suite 210  
Pasadena, CA 91103  
2024 Certificate: 20240424VC929

Issued: 2024-04-24

Expires: 2024-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

Chief Compliance Review Officer  
Jackson County Missouri  
816-881-3302  
compliance@jacksonsongov.org

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a Memorandum of Understanding with Carpenters' District Council of Greater St. Louis & Vicinity regarding the terms and conditions of employment of members of its bargaining unit within the Prosecuting Attorney's Office.

**RESOLUTION NO. 21663**, June 24, 2024

**INTRODUCED BY** Venessa Huskey, County Legislator

WHEREAS, the Prosecuting Attorney has been negotiating with the St. Louis-Kansas City Carpenters Regional Council (the Union) regarding the employment terms and conditions of members of its bargaining unit within the Prosecuting Attorney's Office; and,

WHEREAS, the Prosecuting Attorney and the Union have concluded their negotiations and recommend approval of the proposed Memorandum of Understanding, a copy of which is attached hereto; and,

WHEREAS, the Union's bargaining unit has ratified the proposed Memorandum of Understanding; and,

WHEREAS, the approval of this Memorandum of Understanding is in the best interest of the health, welfare and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive and the Prosecuting Attorney be and hereby are authorized to execute the attached Memorandum of Understanding on behalf of the County.

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

APPROVED AS TO FORM:

Whitney Miller

Whitney Miller (Jun 20, 2024 10:47 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21663 of June 24, 2024, was duly passed on \_\_\_\_\_, 2024 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 expenditures required in 2024 were included in the annual budget. Funds to be expended in future years are subject to annual appropriation.

06/20/2024

\_\_\_\_\_  
Date

Sylvia Stevenson

Sylvia Stevenson (Jun 20, 2024 11:10 CDT)

\_\_\_\_\_  
Chief Administrative Officer

**MEMORANDUM OF UNDERSTANDING  
BETWEEN JACKSON COUNTY, MISSOURI AND ST. LOUIS-KANSAS CITY  
CARPENTERS REGIONAL COUNCIL  
PREAMBLE**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "Memorandum" or "MOU") is entered into on the \_\_\_\_ day of 2024 between the County of Jackson County, Missouri, by and through the Prosecuting Attorney of Jackson County, Missouri (hereinafter the "Prosecuting Attorney") and St. Louis-Kansas City Carpenters Regional Council (hereinafter "the Union").

The provisions of this Memorandum shall apply to all employees regardless of age, disability, race, color, religion, gender, age, disability, national origin or ancestry, pregnancy status, sexual orientation, gender identity, marital status, familial status, veteran status, political activity or lack thereof, or union membership or nonunion non membership, or any other protected class under federal law.

**ARTICLE 1  
PURPOSE AND INTENT**

The general purpose of this Memorandum is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Prosecuting Attorney, its employees and the Union.

The parties recognize that the best interests of the community and the job security of the employees depend upon the Prosecuting Attorney's success in establishing proper services to the community.

To these ends, the Prosecuting Attorney and Union encourage, to the fullest degree, friendly and cooperative relations between respective representatives at all levels and among all employees.

Section 1. The Prosecuting Attorney hereby recognizes the Union as the exclusive bargaining representative for all full-time non-attorney support staff. The following employees are excluded from the bargaining unit:

- A. The following confidential employees:
  - 1. Members of the Prosecuting Attorney's Executive Staff
  - 2. Executive Secretary to the Prosecutor
  - 3. Executive Secretary to the Chief Deputy Prosecutor
  - 4. Program Administrator
  - 5. Chief of Operations
  - 6. Operations Administrator
  - 7. CSET Supervisor

8. Network Support Analyst
9. Administrative Assistant to the Family Support Director
10. Drug Court Supervisor
11. Drug Court Database Administrator
12. Data and Information Analyst and Crime Analyst
13. Budget Coordinator

In the event the Prosecuting Attorney intends to create additional positions, including supervisory positions, not presently within the office, it shall provide the Union advance notice and the opportunity to discuss such changes.

## Section 2.

A. The Prosecuting Attorney's Office will introduce new hires via email within the bargaining unit to a Union Steward within the **first thirty (30)** days of employment. The Prosecuting Attorney's Office requests notification of changes to Union Stewards within the bargaining unit upon appointment.

B. Within thirty (30) days of the effective date, employees covered by this Memorandum shall be required, as a condition of continued employment, to become members of the Union or pay a service and representation fee. The County and the Union agree that all employees in a bargaining unit that has been certified by the State or recognized by the County as the exclusive bargaining representative, who are not members of the Union, or who do not become members within thirty (30) days of the effective date of this agreement, shall pay a service and representation fee to the Union. Any new employee hired into a position represented by the Union who does not become a member of the Union within thirty (30) days of employment, and any employee who terminates membership in the Union and remains in the bargaining unit shall pay a service and representation fee to the Union.

C. The Prosecuting Attorney shall deduct Union dues from the salaries of those members of the St. Louis-Kansas City Carpenters Regional Council who authorize such deductions, in writing (pursuant to the authorization form attached as Appendix A). Dues deduction and service fee authorizations shall be irrevocable for one (1) year or the expiration of this Memorandum, whichever occurs first. Revocation of such authorization must be in writing, with a copy to the Union and the Prosecuting Attorney, and shall be in accordance with the procedure set forth in the authorization form.

D. Dues deducted as provided for above will be forwarded to the Union. The Prosecuting Attorney agrees to provide this service without charge to the Union.

E. The Prosecuting Attorney's Office and the Union agree that all employees in the bargaining unit for which has been certified by the State or recognized by the County

as the exclusive bargaining representative who are not members of the Union or who do not become members of the Union within thirty (30) days of employment shall pay a service and representation fee to the Union. It is the sole responsibility of the Union to calculate the amount of the service and representation fee that may be charged to non-union members. The Union shall employ those procedures as required by law in its calculation of the service and representation fees. The Union agrees that it shall issue a notice pertaining to the service and representation fee to all bargaining unit employees who are not members of the Union as required by law. The notice required by this Section shall be provided to each non-member employed in a bargaining unit represented by the Union prior commencement of the service and representation fee deductions and at least once each calendar year thereafter. The notice required by this Section shall be provided to each new employee and each employee who has ceased membership in the Union.

F. The County agrees to furnish the Union upon request, a report containing the following information about each employee who has filed a dues deduction authorization or is subject to service and representation fee deduction: name, mailing address, job classification, hourly pay rate, dues deduction amount, period of dues collection, date of entry into County employment, and date of entry into the bargaining unit. Under this Subsection F, the County shall not be required to provide this report to the Union more frequently than bi-monthly.

Section 3. Except as otherwise provided herein, the Prosecuting Attorney in accordance with state law and the County's Charter and Code, possesses the sole right to operate and manage the Prosecutor's Office. Without limiting the generality of the foregoing, the Prosecuting Attorney possesses and retains the right to:

- A. Determine the mission of the Prosecutor's Office;
- B. Direct the working forces;
- C. Hire, assign, promote, transfer or layoff bargaining unit members;
- D. Determine the methods, means, location and number of job classifications, job duties, equipment and supplies needed to carry out the mission of the Prosecutor's Office;
- E. Discipline and discharge for just cause;
- F. Change the existing methods, procedures, policies, orders or facilities; and
- G. Take whatever other action may, in its judgment, be necessary to carry out the mission of the Prosecutor's Office.

The Prosecuting Attorney agrees, to the degree practicable, to provide the Union with advance notice and the opportunity to discuss changes.

Section 4.

A. The Union and its members agree that there will be no strikes, work stoppages, slow downs, sit downs, refusal to perform work or other concerted interference with

County operations during the term of this Memorandum.

B. The Prosecuting Attorney agrees it shall not lock out bargaining unit members outside of his authority under Section 3 of this Article. The Prosecuting Attorney further agrees not to discriminate, with regard to terms and conditions of employment, against its employees because of union membership or for lawful union activity.

## **ARTICLE 2 GRIEVANCE PROCEDURE**

Section 1. As provided in Article I, Section 3, above, Management may impose discipline for just cause. Such discipline will be pursuant to a system of progressive discipline. All disciplinary actions are covered by this Memorandum and are subject to the grievance procedure.

Section 2. The Employer shall not discipline or discharge any employee covered by this Memorandum, except for just cause.

Section 3. As noted above, all disciplinary matters shall be subject to the grievance procedure, including arbitration. Any bargaining unit member who is questioned by a member of management about any matter that the bargaining unit member reasonably believes could lead to disciplinary action is entitled to Union representation and to a reasonable amount of time to secure such representation. The right includes the right to be represented during an investigatory interview in a matter that the member reasonably believes could lead to discipline. Once the member asserts her/his right to representation, all proceedings, interviews, questions, etc. will halt, until the member has had the opportunity to acquire and consult with a Union Representative. The right to Union representation is not intended to apply in the case of routine and necessary discussion between bargaining unit members and members of management.

Section 4. The Union and the Employer desire to have a fair, effective and productive means to resolve disputes that arise in the work place. Matters subject to this grievance procedure include matters related to the interpretation and application of this Memorandum.

The parties shall make sincere and diligent efforts to settle meritorious grievances early in the grievance procedure and to keep the procedure free from non-meritorious grievances.

Section 5. Grievances may be initiated and processed by any bargaining unit and/or the Union, as set forth below:

Step 1. The matter shall first be taken up between the bargaining unit

member(s) and/or the Union and the appropriate Chief Trial Assistant or a supervisor outside of the bargaining unit of this MOU. A Union representative may be present during any step of the grievance procedure. If the grievance is not adjusted orally, it may be submitted in writing, by the Union, to the Deputy Prosecuting Attorney within thirty (30) calendar days after the occurrence giving rise to the grievance became known or reasonably should have been known to the grievant and/or the Union. The Deputy Prosecuting Attorney shall reply in writing within fourteen (14) calendar days. Failure to provide a written answer within the time specified will result in the grievance automatically being advanced to Step 2.

Step 2. In case the matter cannot be resolved under Step 1, the grievance will be considered by a Union representative (Union Representative, Union President or his/her designee) and the Prosecuting Attorney or his/her designee. Requests for consideration by the Prosecuting Attorney or his/her designee must be in writing with fifteen (15) calendar days of receipt of the written answer in Step 1, or the grievance shall be considered dropped. The Prosecuting Attorney or his designee shall meet with the Unions representative and the grievant to consider the grievance. The Prosecuting Attorney shall issue a written decision regarding the grievance within seven (7) calendar days after the meeting.

Step 3. If the matter is not satisfactorily resolved at Step 2, the Union may submit the matter to arbitration. Grievances not resolved as provided under step 2, may also be pursued through the appeal procedure as provided under the Merit System Commission of the Jackson County Code and Personnel Rules at the election of the bargaining unit member. The election made by the bargaining unit member to proceed under the Merit System Commission or by the Union through arbitration, shall be irrevocable and shall extinguish the right to proceed under the method not chosen at the time of the election. Only grievances pertaining to discipline, termination of employment and salary may be submitted to arbitration. Any decision of the Merit System Commission may be appealed only through judicial review as provided by statute and not through arbitration provided herein.

#### Section 6.

A. If the Union is not satisfied with the decision of the Prosecuting Attorney at Step 2 and elects to proceed to arbitration, the Union shall notify the Prosecuting Attorney that it intends to submit the matter to arbitration. Such notification shall be in writing and shall be submitted within fifteen (15) calendar days after receipt of the decision of the Prosecutor. Upon notification, the Union and the Prosecuting Attorney shall try to agree upon an arbitrator.

B. If the Union and Employer cannot agree upon an arbitrator, the Union and Employer shall, within ten (10) calendar days, request a panel of eleven (11) arbitrators from a national provider of arbitration services agreed to by the parties. Such panel may



be drawn from Missouri and Kansas arbitrators, unless otherwise agreed to by the parties. Both parties will be provided curriculum vitae for each of name on the panel. Upon receipt of the panel of arbitrators, the parties shall be allowed three (3) days to review each panelist's qualifications and history. The parties shall then meet and alternately strike names from the panel, with the last remaining name being selected as the arbitrator.

C. Decisions of the arbitrator are subject to review by the Prosecutor, who may modify or change the arbitrator's decision only when the findings of fact and decision of the arbitrator are clearly contrary to the weight of the evidence, viewed in its entirety, together with the legitimate inferences which may be reasonably drawn from the evidence. Any ruling by the Prosecutor to modify a decision of the arbitrator must be submitted to the parties, in writing, within fifteen (15) calendar days of the arbitrator's decision and must specify the facts and evidence which support such modification or rejection. The Prosecutor's written ruling shall be subject to judicial review in the Circuit Court of Jackson County, at which time this court shall have the authority to overturn the Prosecutor's ruling if it does not comply with this Article. If the Prosecutor fails to timely issue a written ruling, the decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, subtract from, or modify any of the terms of this Memorandum. The expenses of the arbitrator shall be shared equally by the County and the Union.

D. The time limits set forth in this Article are binding, unless waived by mutual agreement of the parties. Either party may request an extension of the time limits, which will not be unreasonably denied. Failure of the Prosecutor to respond within the time limits set forth above shall result in the grievance automatically moving to the next step. Failure of the Union or a bargaining unit member to comply with the time limits set forth above shall result in the grievance being dropped.

Section 7. Grievances or appeals of disciplinary action shall be processed through the grievance procedure, as described herein, except that probationary employees are not entitled to arbitrate disciplinary action or disputes involving seniority.

Section 8. The parties may agree, in writing, to any other recognized form of dispute resolution, including the scheduling of meetings involving the same or different individuals or use of third parties.

### **ARTICLE 3 VACATIONS**

Full-time employees shall earn vacation at the following rates:

Years of Continuous Service	Total Days Per Year	Maximum Accrued Hours Allowed
Less than 5	10	120
5 to 10	15	180
10 to 15	20	240
15 or more	25	240

An employee's vacation and sick leave continue to accrue while on vacation. Employees shall not earn vacation leave while on leave of absence without pay. Any bargaining unit member will roll over accrued vacation leave in excess of maximum hours allowed to be used no later than June 30th of the next calendar year.

### **ARTICLE 4 HOLIDAYS**

Section 1. Full-time employees covered by this Memorandum shall receive a regular day's pay for each holiday established from time to time by the Employer for other employees of the County, but in no event shall full-time employees have fewer than eleven County holidays in each calendar year which are as follows: New Year's Day, Martin Luther King's Birthday, President's Day, Truman Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Friday following Thanksgiving, and Christmas Day.

Section 2. If employees are required to work the above-mentioned County holidays, or days observed as such, they shall be paid at the employee's election, double the employees current hourly rate pay for such work or compensatory time credit at double the hours the employee works during a holiday.

Section 3. Should one of the County holidays fall within an employee's vacation, that day will not be counted as a day of vacation.

Section 4. In addition to the official County holidays, every full time County employee who has completed his six month probationary period is entitled to one "floating holiday" per calendar year to be taken on a day selected by the employee. The employee must obtain prior approval from his/her supervisor before taking the holiday. Approval will be liberally granted so long as the efficiency of the Prosecuting Attorney's Office can be maintained. A floating holiday not used during the year is lost. The full eight hours of the

floating holiday must be taken at one time.

## **ARTICLE 5 FUNERAL LEAVE**

Section 1. A full-time associate with prior approval of the Appointing Authority shall be granted time off with bereavement leave not to exceed twenty-four (24) hours for a death in associate's immediate family. In the event the services are to be conducted outside of a four hundred (400) mile radius, an additional sixteen (16) hours off with pay will be granted. Proof of travel required.

Immediate family is defined as spouse, domestic partner, children (including step and adopted children), mother, father, mother-in-law, father-in-law, daughter-in-law, son-in-law, sisters, half-sisters, step-sisters, brothers, half-brothers, step-brothers, and domestic partner's parents, grandparents, step-parents, grandchildren, an adult who stood in loco in parents to the associate during childhood, or a relative living in the same household.

Section 2. Funeral leave as described in Section 1 above shall be in addition to any other accrued leave and shall not be deducted from any of the employee's other accrued leave.

Section 3. An employee will be allowed to use vacation leave for a death of family member not listed above (i.e., aunts, uncles, cousins, nieces, nephews, other in-laws, etc.).

## **ARTICLE 6 JURY DUTY PAY**

Section 1. An employee selected for jury duty will have an authorized leave for the duration of his jury service. Normal wages will be paid for the period of jury duty provided the employee shall endorse and deliver to the Prosecuting Attorney the jury summons and warrantor check received for such jury duty.

## **ARTICLE 7 MATERNITY/PATERNITY LEAVE**

Section 1. Members who are qualified to take leave under the Family Medical Leave Act (FMLA) will be allowed the first 12 weeks off, with pay and without a decrease in any accrued leave benefit, for the birth or adoption of a child. The 12 week leave does not extend the total amount of time off an employee is entitled to under the FMLA.

## **ARTICLE 8 HOURS OF WORK & FLEX TIME**

Section 1. Bargaining unit members are expected to work from 8:30 AM to 5:00 PM Monday through Friday, forty (40) hours weekly. Any member of the Bargaining Unit who is required to work more than forty (40) hours a week will be compensated, at the member's election, at 1.5 times his or her hourly rate for every hour worked in excess of forty (40) hours per week or compensatory time credit at 1.5 times for each hour worked in excess of forty (40) hours per week. Bargaining unit members who have completed their probationary period may request to work a flexible work schedule, unless such election will have an adverse impact on the member's ability to perform his/her duties or the operation of the Prosecutor's Office. The term "flexible work schedule" is limited to requests for a long term regular exception to scheduled working hours. Requests to deviate from required work hours which are not on a regular basis may be approved by the immediate supervisor. If such request is granted, the bargaining unit member must complete a weekly requirement of forty (40) hours. The decision to grant or deny a flex time schedule request is solely within the Prosecuting Attorney's discretion.

### **Section 2.**

A. Upon request for a flexible work schedule, the bargaining unit member and his/her immediate supervisor outside the bargaining unit shall meet to discuss the parameters of an appropriate flexible work schedule. If an agreement is reached regarding such work schedule, it will be presented to the Prosecuting Attorney for his/her approval.

B. If the bargaining unit member and his/her immediate supervisor outside the bargaining unit cannot agree upon the parameters of an appropriate flexible work schedule, the matter will be referred to the Prosecuting Attorney for recommendation.

Section 3. All approved flexible work schedules shall be reviewed periodically. If the Prosecuting Attorney determines that a bargaining unit member's flexible work schedule has an adverse impact on the bargaining unit member's ability to perform his/her duties or an adverse impact on the operation of the Prosecutor's Office, the Prosecuting Attorney, or his/her designee, the bargaining unit member's immediate supervisor outside the bargaining unit, the bargaining unit member and a union representative shall meet and discuss such adverse impact and attempt to agree to an appropriate modification of the member's flexible work schedule. If such an agreement cannot be reached, the Prosecuting Attorney will determine the bargaining unit member's work schedule.

Section 4. In the event an employee works seven consecutive days, the employee shall be compensated at double time for the seventh day of work.

**ARTICLE 9  
TIME OFF FOR ELECTIONS**

In accordance with State Statutes, sufficient time off to vote in County, State, and National elections will be granted.

**ARTICLE 10  
POSTING NOTICES**

The Prosecuting Attorney shall post all notices by electronic mail to all members of the bargaining unit. Designated union stewards may use office-wide electronic mail to post notices pertaining to official union business.

**ARTICLE 11  
PAY PERIODS**

All employees covered by this Memorandum will be paid on the same dates as other County employees.

**ARTICLE 12  
SICK LEAVE**

Sick leave benefits effective under the Jackson County Personnel Rules for County employees shall apply to all employees covered by this Memorandum.

**ARTICLE 13  
AFFECTED BENEFITS**

All applicable provisions of the Personnel Rules shall continue to apply to members of the bargaining unit and other benefits which are offered to all other County employees shall be offered to bargaining unit members. In addition, any and all benefits provided under this MOU to a spouse or as a spousal benefit shall also be provided to domestic partners irrespective of gender.

**ARTICLE 14  
UNION STEWARDS**

Section 1. The Prosecuting Attorney recognizes the right of the Union to designate job

stewards or alternates, who may function in the job steward's absence, from the Prosecuting Attorney's seniority list. The Union will advise the Prosecuting Attorney of their appointment. The authority of job stewards and alternates shall be limited to:

A. The investigation and presentation of grievances, in accordance with the provisions of this Memorandum;

B. The transmission of information from the Union or its officers; provided such information (1) has been reduced to writing or (2) if not reduced to writing, is of a routine nature. Any disputes as to whether or not such activities have been performed in a manner so as to unreasonably conflict with the steward's work duties shall be submitted to the grievance procedure herein.

Section 2. In the event the job steward, or his alternate, takes unauthorized strike action, or attempts to direct the work force in any manner, the Prosecuting Attorney shall have the right to discipline or discharge such steward, with recourse to the grievance procedure herein only on the question of whether he took the unauthorized strike action or attempted to direct the work force.

Section 3. Upon implementation of this agreement, duly elected union stewards will be released from duty on pay status when required to conduct Union business, which cannot reasonably be conducted outside of normal work hours. Request for release from duty on pay status shall be made to the union steward(s) supervisor and the Deputy Prosecuting Attorney or his/her designee at least twenty four (24) hours in advance, whenever possible. The Union agrees that such status will not be abused by its members. The parties further agree that such release from duty may be properly denied due to work needs (including but not limited to a member being scheduled to be in trial or similar proceedings, etc.), unless mutually agreeable arrangements can be made.

## **ARTICLE 15 NEW EMPLOYEES**

New employees are probationary employees for their first 6 months of employment. Probationary employees are not entitled to participate in the grievance procedures.

## **ARTICLE 16 JOB OPENING AND TRANSFERS**

Section 1. In the event a vacancy arises that the Prosecuting Attorney intends to fill, incumbent bargaining unit members will be given preference over non-employees in the filling of all such vacancies, provided that the incumbent member seeking the posted position is qualified. In the event the incumbent employee is deemed not qualified, the

burden of proof is on the employer to clearly demonstrate such fact. Such preference applies whether the vacancies are lateral or promotional. Experience and qualifications of all applicants will be considered when filling vacancies.

Section 2. All vacancies which the Prosecuting Attorney intends to fill shall be posted by electronic email at all work sites within ten (10) calendar days of becoming vacant. Such vacant positions shall remain posted for seven (7) calendar days. Members may apply for such vacant positions in writing, as set forth below. Management will keep copies of all bids submitted for at least sixty (60) calendar days after the filling of the vacancy. Any member who applies for a vacant position will be given an interview if an interview is requested by the applicant member. Vacancies shall be filled within a reasonable period of time after the closing of the posting period. Any such vacancy which is not filled, shall be posted monthly until such time that the vacancy is filled or until it is determined that the position is to be eliminated. Bargaining unit members will be assigned to such vacancies as set forth in Section 3 below.

Section 3. In the event that no bargaining unit employee requests to be assigned to the vacancy, the Prosecuting Attorney may assign an employee who meets the qualifications, as determined by the Prosecuting Attorney.

Section 4. A bargaining unit employee assigned to a vacancy, as provided herein, based upon his/her request shall not be eligible to request assignment to any other vacancy for a period of twelve (12) months. This 12 month period may be waived by the Prosecuting Attorney.

Section 5. The Prosecuting Attorney may deny the application of any bargaining unit member for transfer from his or her current position to a non-promotional or lateral vacant position if the Prosecuting Attorney determines that it is in the best interest of the office to deny such application.

## **ARTICLE 17**

### **PENSION**

Section 1. The parties recognize Jackson County, Missouri has a County-funded pension plan for County employees. The employer will continue to properly fund this plan according to the terms thereof. Employees covered under this Memorandum are included within the provisions of the plan and shall be provided a copy of the plan. The Employer shall not terminate this pension plan unless it notifies the Union at least 90 days prior to such termination and immediately after such termination invests in or institutes a successor pension plan with benefits at least equal to the County's present plan. In the event that changes to Jackson County's pension plan are officially proposed by the Employer, the parties agree to meet and confer for the purpose of discussing the effects of said proposed changes.

## **ARTICLE 18 PARKING**

Parking shall be provided to all employees assigned downtown at no cost to the employee.

Effective January 1, 2011, the County agrees to provide a parking allowance of at least sixty-five dollars (\$65.00) per month to members of the bargaining unit who are not provided a parking space by the County, in a County owned parking lot, the City of Kansas City, Missouri's downtown parking garage, or some other parking arrangement mutually agreed upon by the parties. Additionally, authorization will be given to four (4) employees based on seniority in the bargaining unit to have access to parking Lot B. Employees provided access should be aware that parking access and privileges are on a "first come first served" basis.

## **ARTICLE 19 ANTI DISCRIMINATION**

Section 1. The Prosecuting Attorney and the Union agree that there will be no discrimination for or against any employee or applicant for employment because of race, color, creed, religion, gender, age, disability, national origin or ancestry, pregnancy status, sexual orientation, gender identity, marital status, familial status, veteran status, political activity or lack thereof, or union membership or union non-membership, or any other protected class under federal law. Where gender is referred to in this contract, it shall apply equally to male or female.

## **ARTICLE 20 EDUCATION BENEFITS**

Section 1. Any tuition reimbursement request will become subject to County Personnel Rule 8.7.

Section 2. The County will pay the cost of member's attendance to a training seminar i.e. Missouri Office of Prosecution Services (MOPS), or an in-house training program which is reasonably related to the duties performed by the bargaining unit member. Attendance at any such program must be approved by the Prosecuting Attorney, or his/her designee. In accordance with the County's travel policy, the County will also



reimburse members for meals, mileage, lodging and other allowable expenses.

A. The Prosecuting Attorney agrees to budget \$5,500.00 each fiscal year covering this memorandum to fund training seminars pursuant to this article.

B. The County will pay the cost of up to seven (7) bargaining unit members' attendance to the Annual Missouri Child Support Enforcement Association Professional Training Conference. Attendance to such conference must be approved by the Prosecuting Attorney or his/her designee. In accordance with the County's travel policy, the County will reimburse for meals, mileage, lodging and other allowable expenses. The Prosecuting Attorney agrees to budget \$5,000.00 in the Family Support Division's budget for the term of this agreement to be used towards this purpose.

## **ARTICLE 21 COMPENSATION**

Section 1. Effective January 1, of each year of this Memorandum, each bargaining unit member who received an overall score of at least Meets Expectations on his/her annual performance evaluation **will be eligible** to receive a merit based pay increase. Such merit based pay increase shall be contingent on the amount submitted in the County's budget and approved by the County legislature in December of the previous calendar year. The Union may request to meet and confer to discuss calculations of merit based increases during the term of this Memorandum.

Section 2. In the event the County provides a wage increase for any County department, division or employee, including wage increases for elected officials not otherwise required by law that is above that provided to members of the bargaining unit, members covered by this Memorandum will receive a percentage increase equal to that granted to the other department, division, employee(s) or elected officials.

The parties agree and acknowledge that Section 2 does **not** apply to the following circumstances:

- A. Employees of the Circuit Court and the Election Board are not covered by the foregoing Section 2 and the provisions of Section 2 shall not apply.
- B. Employees receiving wage increase as the result of a promotion are not covered by the foregoing Section 2 and the provisions of Section 2 shall not apply.
- C. Employees of the County whose pay is adjusted for purposes of retention, or to address compression issues within a particular employee group, or to address pay range adjustments per market pay conditions. Such adjustments shall be made solely at the discretion of the County and the provisions of

Section 2 shall not apply. Upon request, the County will provide the Union with names and salary adjustment amounts relating to County employees granted salary adjustments contemplated by this subsection.

D. Any pay increases mandated by federal and/or state law.

Section 3. Any Employee who contests or disagrees with his/her overall score on his/her annual evaluation will be given an opportunity to address such concerns with the person who prepared the evaluation. If the employee is not satisfied with the result of his/her evaluation after discussing his/her concerns with the person who prepared the evaluation, he/she may appeal the result of the evaluation to the Chief Deputy Prosecutor for his/her review. At the Employee's election, he/she may have Union representation during any phase of the procedures outlined in this section.

Section 4. The Prosecuting Attorney's Office proposes working with the County's Human Resources Department each year of the agreement to conduct salary surveys for certain classifications to determine appropriate pay ranges in an effort to attract and retain qualified applicants and to retain employees.

Section 5. The pay ranges for FY24 shall be updated to reflect the County's current pay scales. The update pay ranges will encompass the pay grades for all classifications covered under this bargaining agreement and reflected in Appendix B.

## **ARTICLE 22 AMENDMENTS AND CHANGES**

Section 1. A labor management committee will be established to discuss issues that affect the workplace and to encourage ongoing communications between the union and management.

Section 2. Upon the agreement of the Prosecuting Attorney and the Union, any article and/or section of this MOU may be amended or changed during the term of this MOU. Any such changes or amendments must be executed in writing by both the Prosecuting Attorney and the Union. Any such changes or amendments must be approved by the Jackson County Legislature.

## **ARTICLE 23 TERM OF MEMORANDUM**

This Memorandum shall be effective upon its adoption and ratification by the County

Legislature of Jackson County, Missouri, and shall remain in force until January 31, 2025.

ST. LOUIS-KANSAS CITY CARPENTERS  
REGIONAL COUNCIL

JACKSON COUNTY, MO

\_\_\_\_\_

\_\_\_\_\_  
Frank A. White, Jr.  
County Executive

\_\_\_\_\_  
Title

\_\_\_\_\_  
Jean Peters-Baker  
Jackson County Prosecuting Attorney

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan Covinsky  
County Counselor

ATTEST:

\_\_\_\_\_  
Mary Jo Spino  
Clerk of the Legislature

## **REVENUE CERTIFICATE**

Funds sufficient for expenditures required in 2024 were included in the annual budget.  
Funds to be expended in future years are subject to annual appropriation.

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Date

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Director of the Department of Finance

## AUTHORIZATION FOR CHECK-OFF OF UNION DUES

I hereby assign and transfer unto United Brotherhood of Carpenters and Joiners of America, District Council of Greater St. Louis and Vicinity, Local Union #61 out of wages to be earned by me each month as a result of my employment by the County of Jackson County, Missouri in the sum of twenty dollars and no cents (\$19.00) per month as my regular monthly membership dues in said Union or such amount as may hereafter be established by the Union, and become due to it, certified to the Employer by the financial secretary of Local Union #61, as my membership dues. I authorize and direct the County of Jackson County, Missouri to deduct such amounts from my first pay each month and to remit the same to the United Brotherhood of Carpenters and Joiners of America, District Council of Greater St. Louis and Vicinity, Local Union #61.

If there is no pay due me on the first pay of the month, then I authorize the deduction on the first pay of the next month for the current and preceding month. This authorization shall continue in effect unless notification by Registered Mail is made to the employer and the Union of my desire to revoke this Authorization, in accordance with the terms of the Collective Bargaining Agreement and/or any applicable laws.

\_\_\_\_\_  
Date \_\_\_\_\_ Signature

\_\_\_\_\_  
Employee Name \_\_\_\_\_ Social Security Number

\_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



# Jackson County, Missouri

## Request for Legislative Action

REQUESTED MEETING DATE: \_\_\_\_\_

SPONSOR: Venessa Huskey

*To be completed by the County Counselor's Office:*

NUMBER: 21663

ASSIGNED MEETING DATE: 6/24/2024

STAFF CONTACT: Gina Robinson 6-6-24

PHONE: 881-3369

EMAIL: grobinson@jacksongov.org

DEPARTMENT: Prosecuting Attorney

**TITLE:** Resolution authorizing the County Executive and the Prosecuting Attorney to execute an Agreement to Extend the Memorandum of Understanding with St. Louis-Kansas City Carpenters' Regional Council through January 31, 2025.

### SUMMARY:

This Resolution authorizes the County Executive and the Prosecuting Attorney to execute an Agreement to Extend the Memorandum of Understanding with St. Louis-Kansas City Carpenters' Regional Council through January 31, 2025.

FINANCIAL IMPACT: NO ☐

YES ☐

Amount

Fund

Department

Line-Item Detail

ACTION NEEDED: AUTHORIZE

ATTACHMENT(S): 2024 Carpenters' MOU, Resolution 19427 (3/20/17), 2017 Carpenters' MOU

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** honoring Mildred F. Scrutchfield on the occasion of her 100<sup>th</sup> birthday.

**RESOLUTION NO. 21664**, June 24, 2024

**INTRODUCED BY** Sean E. Smith, County Legislator

WHEREAS, Mildred F. (Wheatley) Scrutchfield was born June 30, 1924, and this year, will attain the milestone of becoming a centenarian, having lived a life rich in experience; and,

WHEREAS, Mildred, the second oldest of five siblings, was raised on a farm near Odessa, MO, where she learned the enduring lessons of hard work and the importance of family; and,

WHEREAS, Mildred attended a one-room schoolhouse for grades 1 through 8 and furthered her education at Holden High School, graduating in 1945; and,

WHEREAS, Mildred married Russell Scrutchfield on December 5, 1946, and together they welcomed into the world two children, Sharon and Russell Wayne, forming a loving and resilient family; and,

WHEREAS, in the early 1950s, Mildred, Russell, and their children moved to Blue Springs, MO, and later settled on a 3-acre mini-farm in Lee's Summit, MO, embodying their enduring connection to farming and rural life; and,

WHEREAS, Mildred and Russell's commitment to farming persisted throughout their



lives, cultivating gardens and preserving their harvests, demonstrating their dedication to self-sufficiency and family traditions; and,

WHEREAS, Mildred and Russell were married for 59 years, until Russell's passing on April 17, 2006, a union marked by deep devotion and mutual respect, and leaving behind a legacy of love and companionship; and,

WHEREAS, following Russell's passing, Mildred lived a life of resilience and adaptability as she embraced new roles and responsibilities, continuing to nurture family bonds and traditions; and,

WHEREAS, Mildred remains a pillar of strength and love for her family and friends, serving as the matriarch of five generations, exemplifying the values of compassion, dedication, and kindness; and,

WHEREAS, Mildred's remarkable longevity can be attributed to a life filled with love, hard work, a harmonious partnership, an active lifestyle, and a steadfast commitment to caring for others; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the Legislature hereby congratulates Mildred F. Scrutchfield in recognition of her 100th birthday and her exemplary life of service, love, and dedication to her family and community.

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

APPROVED AS TO FORM:

Whitney Miller  
Whitney Miller (Jun 20, 2024 10:47 CDT)  
County Counselor

### Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21664 of June 24, 2024, was duly passed on \_\_\_\_\_, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature