

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$120,752.00 within the 2015 General Fund for repairs and upgrades within the Facilities Management Division of the Public Works Department.

RESOLUTION NO. 18965, October 19, 2015

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Facilities Management Division of the Public Works Department has a need for repairs and upgrades to County facilities at the Downtown and the Historic Truman Courthouses; and,

WHEREAS, a transfer is necessary to place the necessary funds in the proper spending accounts; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfers be made within the 2015 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Facilities Management – KC			
001-1204	55010 – Regular Salaries	\$45,000	

General Fund
Facilities Management – Indep

001-1205	55010 – Regular Salaries	\$ 5,000
001-1205	58020 – Buildings & Impvs	\$20,000

General Fund
Facilities Management - Independence Square

001-1206	58020 – Buildings & Impvs	\$50,752
----------	---------------------------	----------

General Fund
Facilities Management – KC

001-1204	55030 – Overtime	\$ 4,000
001-1204	56510 – Maint & Repair Buildings	\$30,000
001-1204	56790 – Other Contractual Svcs	\$(65,752) 20,000
001-1204	57370 – Building Operating Supplies	\$ 5,000
001-1204	58171 – PC's & Accessories	\$ 1,000
<u>001-1204</u>	<u>56661 – Software Purchases</u>	<u>\$45,752</u>

General Fund
Facilities Management – Independence

001-1205	55030 – Overtime	\$ 4,500
----------	------------------	----------

General Fund
Facilities Management – Independence Square

001-1206	55030 – Overtime	\$ 1,500
001-1206	56510 – Maint & Repair Buildings	\$ 9,000

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

APPROVED AS TO FORM:

Chief Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18965 of October 19, 2015, as duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 1204 55010
ACCOUNT TITLE: General Fund
Facilities Management - KC
Regular Salaries
NOT TO EXCEED: \$45,000.00

ACCOUNT NUMBER: 001 1205 55010
ACCOUNT TITLE: General Fund
Facilities Management - Indep
Regular Salaries
NOT TO EXCEED: \$5,000.00

ACCOUNT NUMBER: 001 1205 58020
ACCOUNT TITLE: General Fund
Facilities Management - Indep
Buildings & Improvements
NOT TO EXCEED: \$20,000.00

ACCOUNT NUMBER: 001 1206 58020
ACCOUNT TITLE: General Fund
Facilities Management – Indep Square
Buildings & Improvements
NOT TO EXCEED: \$50,752.00

Date

Director of Finance and Purchasing

Fiscal Note: Jackson County, Missouri

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

Date:	October 8, 2015	PC# _____	RES # 18965
Department / Division	Character/Description	From	To
General Fund - 001			
1204 - Facilities Mgmt - KC	55010 - Regular Salaries	45,000	
1205 - Facilities Mgmt - Indep	55010 - Regular Salaries	5,000	
1205 - Facilities Mgmt - Indep	58020 - Buildings & Improvements	20,000	
1206 - Facilities Mgmt - Indep SQ	58020 - Buildings & Improvements	50,752	
1204 - Facilities Mgmt - KC	55030 - Overtime		4,000
1204 - Facilities Mgmt - KC	56510 - Maint & Repair Buildings		30,000
1204 - Facilities Mgmt - KC	56790 - Other Contractual Svcs		20,000
1204 - Facilities Mgmt - KC	57370 - Building Operating Supplies		5,000
1204 - Facilities Mgmt - KC	58171 - PC's & Accessories		1,000
1205 - Facilities Mgmt - Indep	55030 - Overtime		4,500
1206 - Facilities Mgmt - Indep SQ	55030 - Overtime		1,500
1206 - Facilities Mgmt - Indep SQ	56510 - Maint & Repair Buildings		9,000
1204 - Facilities Mgmt - KC	56661 - Software Purchases		45,752
		120,752	120,752


Budgeting

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE partially repealing Ordinance 4783 and appropriating \$368,650.00 from the undesignated fund balance of the 2015 Grant Fund and transferring \$183,750.00 within the 2015 Special Road and Bridge Fund in acceptance of the Jackson County Sheriff's Office's DWI/Traffic Safety Unit Salary Grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division.

ORDINANCE NO. 4791, October 26, 2015

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, by Ordinance 4783, dated October 12, 2015, the Legislature did authorize the acceptance of a grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, for the purpose of funding a five-person DWI/Traffic Safety Unit consisting of one sergeant and four deputies for the period of October 1, 2015, to September 30, 2016; and,

WHEREAS, inadvertently the fiscal information was listed incorrectly in Ordinance 4783 and must be corrected; now therefore,

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road & Bridge Fund			
Sheriff			
004-4201	56798 – Grant Match	\$183,750	
004-9100	56105 – Operating Transfers Out		\$183,750
Grant Fund			

DWI Overtime Enforcement

010-4299	45731 – Increase Revenues	\$184,900
010-4299	47070 – Operating Transfers In	\$183,750

010-2810	Undesignated Fund Balance	\$368,650
010-2810	Undesignated Fund Balance	\$368,650

010-4299	55010 - Regular Salaries	\$221,948
010-4299	55030 – Overtime	\$ 12,887
010-4299	55040 - FICA	\$ 17,965
010-4299	55050 - Pension	\$ 33,816
010-4299	55060 - Health Insurance	\$ 76,034
010-4299	57190 – Uniform Allowance	\$ 6,000

and,

BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that the portion of Ordinance 4783, dated October 12, 2015, as it relates to the designated budget accounts be and hereby is repealed and corrected by the fiscal information indicated in this Ordinance.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4791 introduced on October 26, 2015, was duly passed on _____, 2015 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. 4791.

Date

Michael D. Sanders, County Executive

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

ACCOUNT NUMBER:	004 4201 56798
ACCOUNT TITLE:	Special Road and Bridge Fund
	Sheriff
	Grant Match
NOT TO EXCEED:	\$183,750.00

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$368,650.00

October 21, 2015
Date


Director of Finance and Purchasing

Supplemental Appropriation Request Jackson County, Missouri

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

Date: October 20, 2015

ORD # 4791

Department / Division	Character/Description	From	To
Special Road & Bridge Fund - 004			
4201 - Sheriff	56798 - Grant Match	183,750	
9100 - Operating Transfers	56105 - Operating Transfer Out		183,750
Grant Fund - 010			
4299 - DWI Overtime Enforcement	45731 - Increase Revenues	184,900	
4299 - DWI Overtime Enforcement	47070 - Operating Transfers In	183,750	
2810	Undesignated Fund Balance		368,650
2810	Undesignated Fund Balance	368,650	
4299 - DWI Overtime Enforcement	55010 - Regular Salaries		221,948
4299 - DWI Overtime Enforcement	55030 - Overtime		12,887
4299 - DWI Overtime Enforcement	55040 - FICA		17,965
4299 - DWI Overtime Enforcement	55050 - Pension		33,816
4299 - DWI Overtime Enforcement	55060 - Insurance		76,034
4299 - DWI Overtime Enforcement	57190 - Uniforms		6,000
Budgeting			

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract for the furnishing of environmental remediation and abatement services for use by the Facilities Management Division of the Public Works Department to B & R Insulation of Lenexa, Kansas, under the terms and conditions of the City of Kansas City, Missouri Contract No. EV1782, an existing government contract.

RESOLUTION NO. 18972, October 26, 2015

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Facilities Management Division of the Public Works Department has a need for environmental remediation and abatement services for County-owned buildings; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a term and supply contract for the furnishing of these services to B & R Insulation of Lenexa, KS, under the terms and conditions of the City of Kansas City, Missouri Contract No. EV1782, an existing government contract; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

WHEREAS, this award is on an as needed basis and does not obligate the County to pay a specific amount; now therefore,

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

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

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18972 of October 26, 2015, was duly passed on _____, 2015 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 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.


Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18972

Sponsor(s): Greg Grounds

Date: October 26, 2015

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing a Twelve Month Term and Supply Contract for Remediation and Abatement Services for the Facilities Management Department from B & R Insulation of Lenexa, KS under the terms and conditions of Kansas City, Missouri Contract No. EV1782 an existing government contract.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td></td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td></td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td></td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Facilities Management Estimated Use: \$30,000.00</p> <p>Requesting approval by the Legislature of the Term and Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated usage figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:											
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:											
Amount budgeted for this item * (including transfers):											
Source of funding (name of fund) and account code number:											
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>										
REQUEST SUMMARY	<p>The Facilities Management Department requires a Term and Supply Contract for Remediation and Abatement Services. This contract would provide for Remediation and Abatement Services as needed for Jackson County, Missouri buildings.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract for Remediation and Abatement Services for the Facilities Management Department to B & R Insulation of Lenexa, KS under the terms and conditions of Kansas City, Missouri Contract No. EV1782, an existing government contract.</p> <p>The Director of Finance and Purchasing recommends the award be made under this contract due to the higher volume discounts offer to larger government entities.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Memorandum from Mr. Bryan Nolte, Facilities Management Administrator and the pertinent pages of Kansas City, Missouri Contract No. EV1782</p>										
REVIEW	<table border="1"> <tr> <td>Department Director:</td><td>Date: 10/9/15</td></tr> <tr> <td>Finance (Budget Approval): If applicable</td><td>Date: 10/12/15</td></tr> <tr> <td>Division Manager: <i>Mary Lou Brown</i></td><td>Date: 10/21/15</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director:	Date: 10/9/15	Finance (Budget Approval): If applicable	Date: 10/12/15	Division Manager: <i>Mary Lou Brown</i>	Date: 10/21/15	County Counselor's Office:	Date:		
Department Director:	Date: 10/9/15										
Finance (Budget Approval): If applicable	Date: 10/12/15										
Division Manager: <i>Mary Lou Brown</i>	Date: 10/21/15										
County Counselor's Office:	Date:										

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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



FACILITIES MANAGEMENT
JACKSON COUNTY COURTHOUSE

303 W. WALNUT
★ INDEPENDENCE, MO 64050

816-881-3258
FAX 816-881-4525

MEMORANDUM

TO: Cassandra Cheek; Purchasing

FROM: Bryan Nolte, Facilities Management Administrator

DATE: September 9th, 2015

SUBJECT: B&R Insulation – Term and Supply

We have used this company on numerous occasions to perform remediation and abatement work, and have always had a positive experience. Not only are their prices fair, but they are always willing to work with our schedule and expedite services if needed. The county has currently been using their services via a cooperative contract with KCMO, but given the information listed above and the increased need of their services I write this memo in support of awarding B&R Insulation a Term and Supply contract.

PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT
PROJECT NO. EV1782 - CITY-WIDE IDIQ ASBESTOS ABATEMENT SERVICES
GENERAL SERVICES DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and B & R INSULATION, INC. ("Contractor"). City and Contractor agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Responsibilities of Contractor. Contractor shall perform the following Scope of Services:

A. Attachment A - Scope of Services

Sec. 2. Purchase Orders.

- A. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance.
- B. City shall not have any financial obligations to Contractor under this Contract until the City issues a Purchase Order to Contractor.
- C. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 3. Compensation.

- A. The maximum amount that City shall pay Contractor is set forth in these Contract documents including **Attachment A - Scope of Services** and **Attachment B - Cost Proposal**. Contractor shall provide all work at the prices contained in Contractor's Cost Proposal that is incorporated herein by reference.
- B. Contractor will bill the City, in a form acceptable to the City, as set out in each Purchase Order.
 1. Invoices shall be completed for each completed Purchase Order and shall include the Purchase Order Number and the following information:
 - a. Complete description of work performed.
 - b. Itemized listing of labor, parts, materials, and equipment.
 - c. Total hours worked by each trade and applicable hourly wage rate.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose

KANSAS CITY
MISSOURI

ATTACHMENT B – ADDENDUM 3 COST PROPOSAL FORM

Project Number : EV1782

Project Title : CITY-WIDE IDIQ ASBESTOS ABATEMENT SERVICES

Proposer: **B & R Insulation, Inc.**
15001 W. 101st Terr.
Lenexa, KS 66215

I. LABOR RATES

Specify all of the hourly charges which a Proposer, if selected, would charge the City. This includes the hourly labor rate for each title/class listed below. Add the hourly rate for any title/class for which a Proposer would charge the City but which is not already specified. Labor rates shall be stated in terms of straight time, overtime and premium time which, for purposes of this Proposal and Contract, shall be defined as follows:

- Straight time shall mean 7:00 a.m. to 5:00 p.m., Monday through and including Friday.
- Overtime shall mean 5:01 p.m. to 6:59 a.m., Monday through and including Friday and all Saturdays.
- Premium time shall mean all day on any Sunday or a federally recognized legal holiday.

These hourly rates shall include all direct and indirect labor costs. Indirect labor costs shall include fringe benefits, meal allowances, reproduction costs, typing, telephone, or mailing charges.

NOTE: For work assignments which are subject to the prevailing wage requirement, workers subject to the annual wage order shall be paid the prevailing wage.

PREVAILING WAGE - LABOR RATES (must include all overhead expenses)			
TITLE/CLASS	Straight Time MON- FRI 7:00 am to 5:00 pm	Overtime MON- FRI 5:01 pm to 6:59 am and Saturdays	Premium Sundays and Federal Holidays
Asbestos Inspector	50.00	50.00	50.00
Asbestos Management Planner	50.00	50.00	50.00
Asbestos Project Designer	50.00	50.00	50.00
Asbestos Supervisor	68.00	90.00	112.00
Asbestos Worker	66.00	88.00	110.00
Driver (CDL)	70.00	100.00	105.00
Equipment Operator	80.00	105.00	133.00
Laborer	60.00	78.00	100.00
Project Manager	50.00	50.00	50.00
LABOR NOT PREVIOUSLY SPECIFIED			
Insulator	87.00	114.00	141.00



KANSAS CITY
MISSOURI

ATTACHMENT B – ADDENDUM 3 COST PROPOSAL FORM

Project Number : EV1782

Project Title : CITY-WIDE IDIQ ASBESTOS ABATEMENT SERVICES

Proposer: **B & R Insulation, Inc.**
15001 W. 101st Terr.
Lenexa, KS 66215

AVERAGE WAGE RATE (Straight Time Only). (Sum of hourly wages in straight time column, divided by the number of straight time entries.)	\$ 63.10		

NON-PREVAILING WAGE - LABOR RATES (must include all overhead expenses)			
TITLE/CLASS	Straight Time MON- FRI 7:00 am to 5:00 pm	Overtime MON- FRI 5:01 pm to 6:59 am and Saturdays	Premium Sundays and Federal Holidays
Asbestos Inspector	50.00	50.00	50.00
Asbestos Management Planner	50.00	50.00	50.00
Asbestos Project Designer	50.00	50.00	50.00
Asbestos Supervisor	40.00	56.00	72.00
Asbestos Worker	38.00	54.00	70.00
Driver (CDL)	38.00	54.00	70.00
Equipment Operator	38.00	54.00	70.00
Laborer	35.00	47.00	63.00
Project Manager	50.00	50.00	50.00
LABOR NOT PREVIOUSLY SPECIFIED			
Insulator	45.00	63.00	81.00



KANSAS CITY
MISSOURI

ATTACHMENT B – ADDENDUM 3 COST PROPOSAL FORM

Project Number : EV1782

Project Title : CITY-WIDE IDIQ ASBESTOS ABATEMENT SERVICES

B & R Insulation, Inc.

15001 W. 101st Terr.

Proposer: **Lenexa, KS 66215**

**AVERAGE WAGE RATE (Straight
Time Only).**
(Sum of hourly wages in straight time
column, divided by the number of straight
time entries.)

\$ 43.40

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to issue a check in the amount of \$7,000.00 to the National WWI Museum for sponsorship of the Veterans Day Ceremony to be held November 11, 2015.

RESOLUTION NO. 18973, October 26, 2015

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Executive staff recommends sponsorship of the Veterans Day Ceremony with the National WWI Museum to be held on November 11, 2015; and,

WHEREAS, for its sponsorship, Jackson County will be the presenting sponsor of free admission for Veterans as well as the County's logo on the ceremonial program, website, and signage at the event; and,

WHEREAS, said sponsorship is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to issue a check to the National WWI Museum, in the amount of \$7,000.00 for sponsorship of the Veterans Day Event to be held November 11, 2015.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18973 of October 26, 2015, was duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 1220 56789
ACCOUNT TITLE: General Fund
Economic Development
Outside Agency
NOT TO EXCEED: \$4,035.00

ACCOUNT NUMBER: 003 1220 56789
ACCOUNT TITLE: Park Fund
Economic Development
Outside Agency
NOT TO EXCEED: \$2,965.00



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18973

Sponsor(s): Dan Tarwater III

Date: October 26, 2015

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Veterans Day 2015 National World War I Museum</u></p>																		
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$7,000.00</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>0</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$7,000.00</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$7,000.00</td></tr><tr><td>Source of funding (name of fund) and account code number; FROM</td><td>FROM ACCT</td></tr><tr><td>001-1220-56789</td><td>001-1220-56789</td></tr><tr><td></td><td>\$4,035</td></tr><tr><td>003-1220-56789</td><td>003-1220-56789</td></tr><tr><td></td><td>\$2,965</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$7,000 Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$7,000.00	Amount previously authorized this fiscal year:	0	Total amount authorized after this legislative action:	\$7,000.00	Amount budgeted for this item * (including transfers):	\$7,000.00	Source of funding (name of fund) and account code number; FROM	FROM ACCT	001-1220-56789	001-1220-56789		\$4,035	003-1220-56789	003-1220-56789		\$2,965
Amount authorized by this legislation this fiscal year:	\$7,000.00																		
Amount previously authorized this fiscal year:	0																		
Total amount authorized after this legislative action:	\$7,000.00																		
Amount budgeted for this item * (including transfers):	\$7,000.00																		
Source of funding (name of fund) and account code number; FROM	FROM ACCT																		
001-1220-56789	001-1220-56789																		
	\$4,035																		
003-1220-56789	003-1220-56789																		
	\$2,965																		
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions # 18640 and (October 20, 2014):</p>																		
CONTACT INFORMATION	<p>RLA drafted by (Miriam Hennosy, Office Manager, 816 881-1391)</p>																		
REQUEST SUMMARY	<p>This is the second year Jackson County has provided funding for free admission to the National World War I Museum and Memorial on Veteran's Day, Nov. 11, 2015. Jackson County's participation will be acknowledged accordingly: Signage at Entry of Museum, Veteran's Day Program and Walk of Honor Program, Museum's E-Newsletter, promotion materials including direct mail solicitation for Veteran's Day. Attached is additional information on the day's events.</p>																		
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																		

ATTACHMENTS	Sponsorship Details provided by National WWI Museum	
REVIEW	Department Director: <i>[Signature]</i>	Date: 10.21.15
	Finance (Budget Approval): <i>[Signature]</i> <i>If applicable</i>	Date: 10/21/15
	Division Manager: <i>[Signature]</i>	Date: 10/21/15
	County Counselor's Office: <i>[Signature]</i>	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 12202015006

Date: October 21, 2015

RES # 18973

Department / Division

Character/Description

Not to Exceed

General Fund - 001

1220 - Economic Development

56789 - Outside Agency Funding

4,035

Park Fund - 003

1220 - Economic Development

56789 - Outside Agency Funding

2,965

7,000

Budgeting

Veterans Day 2015
National World War I Museum and Memorial

THE **NATIONAL**
WWI MUSEUM
AND **MEMORIAL**

Sponsorship Details \$7,000
Free Admission sponsored by
Jackson County Executive

Wednesday, November 11, 2015

Veterans Day Ceremony: 10 A.M.

Walk of Honor Ceremony: 1 P.M.

Expected Attendance

3,000+ including Museum admissions and attendance to both ceremonies. Most who attend the ceremonies are veterans and their families.

Veterans Day Ceremony: 400

Walk of Honor Ceremony: 300

Speakers and Activities

Veterans Day Ceremony

- Honor Guard: Whiteman Air Force Base
- Confirmed and Tentative guests (tentative in highlights): Mayor Sly James, Congressman Emanuel Cleaver, II, Congressman Kevin Yoder; Jackson County Executive Mike Sanders, Colonel Nicolas Auboin, French Consulate Jean-Christophe Paris, KSHB Meteorologist Kalee Dionne
- Pledge of Allegiance and Opening Remarks by Jackson County Executive Mike Sanders
- Keynote Speaker: Brigadier General John S. Kem
- Music: Ft. Riley Brass Ensemble & The American Legion Woodwind Band

Walk of Honor Ceremony

- National Anthem by: Lyric Opera's Veterans Choir lead by Linda Ade Brand
- Speaker: Jim Heiman; Author of Voices in Bronze and Stone

All Day

- Disabled American Veterans/Red Racks Thrift Stores donation drive

Sponsorship Benefits

- Sign at entry of Museum: Free Admission sponsored by Jackson County Executive
- Logo included on Veterans Day Ceremony program
- Logo included on Walk of Honor Ceremony program
- Included on Veterans Day webpage on Museum's website
- Logo on any signage printed for the day
- Mike Sanders to sit on VIP stage and give comments if possible
- Museum's Veteran's Day direct mail solicitation (4,000 donors and constituents)
- Press release to the media
- Mike Sanders to participate in media interviews (nearly all will be the day of Veteran's Day from 4:30 – 7 am)

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a License and Professional Services Agreement with Entercom Kansas City, LLC, d/b/a KZPT, for the sponsorship of an event at Longview Lake, at an actual cost to the County not to exceed \$18,999.00.

RESOLUTION NO. 18974, October 26, 2015

INTRODUCED BY Frank White, Jr., County Legislator

WHEREAS, the County and Entercom Kansas City, LLC, d/b/a KZPT 99.7 The Point ("KZPT"), will celebrate the 19th Anniversary of "Christmas in the Sky" on Wednesday, November 25, 2015, which will feature a synchronized fireworks display and other entertainment in connection with the County's Christmas in the Park event; and,

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

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

WHEREAS, the County will contribute \$18,999.00 to assist with the production of the display and in return KZPT will provide the Parks + Rec Department \$23,000.00 worth of air time to be used for advertising Parks + Rec Department activities during 2016; and,

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

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

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18974 of October 26, 2015, was duly passed on _____, 2015 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: 300 1670 56790
ACCOUNT TITLE: Park Enterprise Fund
Special Events
Other Contractual
NOT TO EXCEED: \$6,499.00

ACCOUNT NUMBER: 003 1601 56790
ACCOUNT TITLE: Park Fund
Director - Parks
Other Contractual Services
NOT TO EXCEED: \$12,500.00



Date



Director of Finance and Purchasing

ENTERCOM KANSAS CITY, LLC**LICENSE AND PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 30th day of September, 2015, by and between JACKSON COUNTY, MISSOURI, a political subdivision of the State of Missouri, acting by and through its County Executive (hereinafter called "the County") and Entercom Kansas City, LLC d/b/a KZPT (hereinafter called "KZPT").

WHEREAS, KZPT is endeavoring to attract, promote, and conduct an event Wednesday, November 25, 2015, which will feature a synchronized fireworks display and entertainment and,

WHEREAS, KZPT is desirous of obtaining permission to have such an event at the County's Longview Lake beach, its surrounding grounds, the balloon port and Shelters 3, 12 and 13 and its surrounding grounds, The Little Blue Valley Sewer Pump Station Access Road (West of Mouse Creek) and its surrounding grounds staying approximately 30 feet from Pump Station and,

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

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

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

WITNESSETH:

1. **Subject Property and Period of License.** Subject to the conditions hereof, County agrees to furnish, for the use and control by KZPT for purposes hereinafter named, all of County's property and improvements known as Longview Lake Beach and its surrounding grounds, the Balloon Port, Shelters #3, #12 and #13 and its surrounding grounds, Little Blue Valley Sewer Pump Station Access Road (West of Mouse Creek) and its surrounding grounds, staying approximately 30 feet from Pump Station), improvements, and roads (hereinafter, the "Property"). The Property will be used by KZPT for the purpose of conducting an Event to be known as KZPT's Christmas in The Sky (hereinafter, "the Event"), which will feature exhibits and entertainment as have been previously described. A schedule of activities, exhibits, and entertainment, shall be submitted to the County on or before

Friday, November 6, 2015. The period of KZPT's possession and use shall commence
(Week Day) (Month) (Date)

at 8:00 o'clock a.m. Wednesday, November 25, 2015 and terminate at 10:00 p.m. on
(Week Day) (Month) (Date)

Wednesday, November 25, 2015.
(Week Day) (Month) (Date)

KZPT will utilize entirely professional companies to produce the event.

2. **Control of Property.** In granting a license of said Property to KZPT the County does not relinquish the right to control the general management thereof and to enforce all necessary and proper rules for the general management and conservation of the same.

3. **Exhibitors.** KZPT may contract with exhibitors and concessions to occupy portions of the Property during the period of the license, subject to the

County's approval of individual contractors. Such persons shall be given time prior to the Event opening Tuesday, November 24, 2015 to install exhibits,
(Week Day) (Month) (Date)

equipment and concessions, and all such material shall be removed from said

Property on or before 5:00 o'clock p.m. on Monday, November 30, 2015.
(Week Day) (Month) (Date)

In the event that several portions of the said Property are not vacated by KZPT and its contractors on the date above named as the end of the term for which said portions of said Property are respectively licensed or let to KZPT, then the County shall be, and is hereby authorized upon notice to KZPT to remove from the Property, at the expense of KZPT all goods, wares, merchandise, and property of any and all kinds and description which may be then occupying the portions of said Property on which the term of license has expired, and the County shall not be liable for any damages or loss to such goods, wares, merchandise, or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and the County is hereby expressly released from any and all claims for damages of whatever kind or nature.

4. Structures Allowed and Removal of Structures. The County gives its permission for the temporary construction of any platforms, staging, or small towers by KZPT and any of the exhibitors and concessions. The locations of these structures are to be pre-approved by the County. The expense of any such construction and/or the removal of any such features so constructed shall be borne by KZPT and any damage to said Property, caused by the construction or removal of such platforms, staging, or small towers, as determined by the County, shall be paid by KZPT. The County gives its approval to install such structures which shall include, but not be limited to, those listed in Paragraphs a-c below. KZPT may begin installation of structures, utilities, and facilities

on Tuesday, November 24, 2015. KZPT must submit to the County a diagram indicating the locations of all facilities and equipment by Friday, November 6, 2015. Given that this event will continue after dark, Jackson County Parks + Rec will be responsible for the lighting of the "property" with no less than eight to ten sets of lights with generators.

- a. KZPT may erect staging, hospitality tents and canopies on the Property.
 - The number and exact location of such tents to be installed is subject to approval by the County.
- b. KZPT has permission to use a public address system to make announcements regarding the event and, as area will contain music entertainment, speaker systems for this purpose are allowed as well.
- c. KZPT may install a temporary power distribution system to provide electricity to the property. The system will be designed and installed by a licensed electrical contractor and will be equipped with the proper safeguards in accordance with the applicable codes.

5. Fire Suppression. KZPT is responsible for providing fire suppression. Requirements are one fire truck with appropriate number of operators at Fireworks location (Kansas City Fire Department) and adequate fire extinguishers in concession cooking areas and parking areas.

6. Refuse and Waste Disposal. Jackson County will provide barrels and or cardboard containers with liners to hold refuse at various locations in the Property area and in the vicinity of concession stands, exhibit areas, spectator areas, parking areas, etc. Jackson County will provide employees to empty barrels, refill liners and police the area for refuse in a timely manner during the Event and clean-up following the Event.

Areas of clean-up include all the "Property" as designated in condition #1. Jackson County Parks + Rec shall provide portable toilets (not less than 12) to be located on the Property, the number and exact locations of which are to be agreed upon by the parties. All portable toilets shall be removed by 5:00 p.m. Monday, November 30, 2015. KZPT shall not deposit litter, including oil, grease, gasoline, etc., in the waters of Longview Lake, but shall deposit such litter in containers which it shall provide at sites established for that purpose. KZPT shall dispose of the contents of such containers at landfills outside the Property, in accordance with federal, state, and local law.

7. **Emergency Medical Services.** Jackson County Parks + Rec shall arrange for emergency medical services. Services shall include one ambulance with two emergency medical technicians stationed on the Property.

8. **Electricity.** In the event that extra lights or electrical power, other than the regular lights or electrical power of the Property, are required to be used by KZPT between November 25, 2015 and November 27, 2015, it shall be paid at the current rate by KZPT. All lights or electrical power used by KZPT in the installation by others of exhibits or platforms, or used by exhibitors, shall be paid for by KZPT within a 30-day period.

9. **Law Observance.** KZPT shall ensure that its employees, agents and representatives connected with said Event shall abide by, conform to, and comply with all of the laws of the United States and the State of Missouri, and all the applicable City and County ordinances and the rules and regulations of the County for the government and management of the said Property, together with all applicable rules and requirements of the appropriate police and fire departments, and shall not do, nor suffer to be done,

anything on the said Property, during the term of this Agreement, in violation of any rules, laws, or ordinances, and, if the attention of KZPT is called to a violation on the part of KZPT or any person employed by KZPT, KZPT shall immediately desist from and correct such violation. Similarly, KZPT shall adhere to the safety requirements of the Event insurer(s).

10. Control of Entrances, Exits, and Traffic. The County understands and agrees that this license includes the rights of KZPT to completely control entrance to the grounds, entrances and exits upon the Property, and all use of the Property by the spectators on the date above-mentioned. The County shall close lanes of traffic on the streets and roads which it controls, as agreed by the parties. Jackson County will have uniformed off-duty officers stationed at the intersections of Raytown Road and 109th Street, Longview and Raytown Road, Raytown Road and the entrance to the swimbeach, Raytown Road and Highgrove, 109th and View High Drive, View High Drive and 3rd Street, and any additional intersections as designated by Jackson County and KZPT. Jackson County will provide directional signage to the Event.

11. No Defacement or Destruction of Property and Conservation. KZPT shall not injure, nor mar, nor in any manner deface said Property, and shall not cause anything to be done whereby the said Property is injured, marred, or defaced in any manner, nor shall KZPT make any alterations of any kind thereon. Furthermore, KZPT shall respect and conserve the plant life and wildlife of the Property. At the conclusion of the Event, KZPT shall repair any damage resulting from a breach in the stipulations in paragraph 11 to, or otherwise restore the Property to its condition prior to the Event.

12. Reserved Rights. KZPT is specifically granted the right to sell refreshments and other merchandise, to make photographs for its own records, to sell advertising for the Event, to broadcast the Event, and other privileges. KZPT will provide the County with marketing plans and examples of fliers, posters, and other advertising one month prior to the Event. The County shall approve all advertising and sponsorships of the Event and will not unreasonably withhold approval and will provide approval in a timely manner. Such approval includes the placement of sponsor banners/signs. KZPT shall provide the following Christmas in The Sky promotion and, Christmas in The Park promotion at no cost to the County:

- ❖ Live Remote - 3 Hour Broadcast of Christmas In The Sky
- ❖ On-Air Interview with a Jackson County Representative at a mutually agreeable time
- ❖ Jackson County Parks + Rec will be included in all promotional spots both radio & TV as a sponsor of Christmas In The Sky
- ❖ On-Air giveaways (sweatshirts and VIP Passes) one week prior to event. A total of five (5) on-air giveaways.
- ❖ Promotion of the event thru social media and website
- ❖ KZPT and Jackson County will provide co-emcees for Stage Production at Christmas In The Sky

Christmas in The Park will be promoted only as a Jackson County Parks + Rec Sponsored Event.

Christmas In The Park Promotion November 25-December 31

- Minimum of 60x :30 On-Air promotional announcements (M-Su, 6a-Mid)
- 100x :30 Promotional announcements on KZPT streaming site (ROS)
- 75 live announcements November 25 – December 31
- Christmas In The Park included in homepage web banner at 997thepoint.com
- Image and link on KZPT Event Page at www.997thepoint.com
- Image and link in e-blast to KZPT's 38,000-member VIP Club

- Inclusion on Point Social Media (Facebook/Twitter) throughout promotional period.

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

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

14. **Assignment.** KZPT shall not assign this Agreement, nor suffer any use of said Property other than herein specified, nor sublet the Property or any part thereof, without the written consent of the County.

15. **No Responsibility for KZPT Property on County Premises.** KZPT assumes all responsibility and the County assumes no responsibility whatever for any Property of KZPT exhibitors or participants placed on said property, and the County is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to property that may be sustained by reason of the occupancy of said Property under this license.

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

be written on an occurrence form, including coverage for premises and operations, products, completed operations, independent contractors, contractual liability, broad form property damage and personal injury.

The County, the United States Army Corps of Engineers and The Little Blue Valley Sewer District are added as an additional insured, in respect of liability arising out of operations performed by or on behalf of KZPT under this Agreement. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute with KZPT's insurance with respect to liability of KZPT hereunder, but shall be primary with respect to liability of the County hereunder. Any deductibles or self-insured retentions shall be at the expense of KZPT with respect to liability of KZPT hereunder, shall be at the expense of County with respect to liability of the County hereunder.

The limits of liability shall be not less than the following:

\$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, subject to a \$3,000,000 aggregate. The limits may be provided by a combination of underlying and excess or umbrella policies.

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

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

A Certificate of Insurance evidencing KZPT's insurance pursuant to the above requirements shall be issued to the County by Friday, November 6, 2015 and shall state the Event it is issued to cover. The required insurance shall be underwritten by insurance companies licensed to do business in the State of Missouri and having A.M. best rating of

not less than A-VI, unless otherwise agreed to by the County. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after 10 days' prior written notice by certified mail, return receipt requested, has been given to the County. KZPT shall cause Jackson County Parks + Rec, the US Army Corps of Engineers, and the Little Blue Valley Sewer District to be named as additional insured on the fireworks company's insurance policy.

17. Off-Street Parking. KZPT is permitted to allow parking by Event participants and the public in the grassy fields of the Property. KZPT will provide the County with a diagram showing the planned parking areas by

Friday, November 6, 2015 as agreed by parties.
(Week Day) (Month) (Date)

18. Fire. In case the said Property, or any part thereof, shall be destroyed or damaged by fire or by any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the County impossible, the County shall not in any case be held liable or responsible to KZPT for any damages caused thereby.

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

21. Allocation of Revenue. Jackson County, serving as a sponsor, has entered into a Master Trade Agreement with KZPT (see Attachment A attached hereto and incorporated herein by this reference). Jackson County Parks + Rec will provide

\$23,000 towards the production of Christmas in the Sky, consisting of a \$18,900 cash payment and in-kind services valued at \$4,100.00, and will receive \$23,000 worth of air time to be used at the discretion of Jackson County Parks + Rec in 2015 on any Entercom Kansas City Station in accordance with the terms of the Master Trade Agreement.

22. Cash or Performance Bond. On or before Friday, November 6, 2015 KZPT shall post a cash bond, or performance bond from a surety satisfactory to the County, in the amount of \$10,000 to ensure any costs of repair and restoration of the Property required under paragraphs 3, 4, and 11 and any other costs due the County from KZPT.

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

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

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

To County: Michele Newman, Director

Department of Parks + Rec
Jackson County, Missouri
22807 Woods Chapel Road
Blue Springs, MO 64015

To KZPT: David Alpert, Vice President and Market Manager
Entercom Kansas City, LLC d/b/a KZPT
7000 Squibb Road
Mission, KS 66202

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

JACKSON COUNTY, MISSOURI

Michael D. Sanders
County Executive

APPROVED AS TO FORM:

Stephen W. Nixon
Jackson County Counselor

Michele Newman, Director
Jackson County Parks + Rec

ATTEST:

Mary Jo Spino
Clerk of County Legislature

By: _____
David Alpert
Vice President and Market Manager
Entercom Kansas City, LLC d/b/a KZPT

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasure to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$18,999 which is hereby authorized.

Date

Director of the Department of Finance
Account No. _____



Station: KZPT ☐ AM ☒ FM

Contract Type: Regular Trade ☒ Recipoca ☐ Cash Combination ☐

Is Trade necessary to secure cash buy: no Cash Amount: \$ -

Address: 22807 Woods Chapel Rd. Blue Springs, Mo 64015

Agency: none Agency Commission: ☒ No
☐ Yes paid by Cash
☐ Yes paid by airltime

Address: same

Client or Agency Contact: Marci Caldwell

Gross Contract Amounts:	Station Receives: \$	23,000.00	Client Receives: \$	23,000.00
--------------------------------	-----------------------------	------------------	----------------------------	------------------

Station to furnish Air-Time: Start Date: 1/1/2016 End Date: 12/31/2016

Description of merchandise and/or goods and services station receives: Christmas in the Sky Event Ownership

Merchandise/Service Availability: Start Date: 11/1/2016 End Date: 12/31/2016

Comments or additional information:

Station Authorizations:

Account Executive

Date _____

Sales Manager

Date _____

Business Manager/Controller

Date _____

Market Manager

Date: _____

:MTA #



Station: Cluster

Master Trade Agreement

Section 1 - Advertiser Information

Date: 10/6/2015

Corp ☐ Partnership ☐ Individual ☐

* Advertiser Name: Jackson County Parks + Rec

Tax ID #:

Agency Name:

To be Logged As:

Street (not P.O. Box): 22807 Woods Chapel Rd.

City, State Zip: Blue Springs, MO 64015

Mailing Address: same

City, State Zip: same

Phone Number:

Fax Number:

Contact Name: Marci Caldwell

OR

Acct Exec Name: Rob Constantino

AE#: 3662

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

Section 2 - Agreement Specifics

Airtime \$: 23,000

Non-committable

Valid from: Jan. 1 2016

Valid to: Dec. 31, 2016

1 yr maximum

Goods/Services \$: 23,000

Valid from: Nov. 1 2016

Valid to: Dec. 31 2016

1 yr maximum

Product to be Advertised:

Goods/Services to be rendered by Station:

Jackson County Parks and Rec Events as needed

Christmas In the Sky Event Ownership

Section 3 - Terms & Conditions

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

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

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

STATION: KZPT

ADVERTISER:

OFFICIAL TITLE:

OFFICIAL TITLE:

Must be signed by Owner or Legal Officer

DATE:

DATE: 10-6-15

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18974

Sponsor(s): Frank White, Jr.

Date: October 26, 2015

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Christmas In The Sky</u></p>																
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$18,999.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$18,999.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$18,999.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td> <table> <tr> <td>Enterprise Fund</td><td>300-1670-56790</td><td>\$6,499.00</td></tr> <tr> <td>Park Fund</td><td>003-1601-56790</td><td>\$12,500.00</td></tr> </table> </td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$59,100 (Enterprise); \$27,900 (Park)</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): \$17,900.00</p>	Amount authorized by this legislation this fiscal year:	\$18,999.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$18,999.00	Amount budgeted for this item * (including transfers):	\$18,999.00	Source of funding (name of fund) and account code number; FROM / TO	<table> <tr> <td>Enterprise Fund</td><td>300-1670-56790</td><td>\$6,499.00</td></tr> <tr> <td>Park Fund</td><td>003-1601-56790</td><td>\$12,500.00</td></tr> </table>	Enterprise Fund	300-1670-56790	\$6,499.00	Park Fund	003-1601-56790	\$12,500.00
Amount authorized by this legislation this fiscal year:	\$18,999.00																
Amount previously authorized this fiscal year:	\$																
Total amount authorized after this legislative action:	\$18,999.00																
Amount budgeted for this item * (including transfers):	\$18,999.00																
Source of funding (name of fund) and account code number; FROM / TO	<table> <tr> <td>Enterprise Fund</td><td>300-1670-56790</td><td>\$6,499.00</td></tr> <tr> <td>Park Fund</td><td>003-1601-56790</td><td>\$12,500.00</td></tr> </table>	Enterprise Fund	300-1670-56790	\$6,499.00	Park Fund	003-1601-56790	\$12,500.00										
Enterprise Fund	300-1670-56790	\$6,499.00															
Park Fund	003-1601-56790	\$12,500.00															
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Res. 18627 (10/13/14), Res. 18285 (10/21/13), Res 18010 (10/29/12), Res 17695 (10/17/11), Res 17402 (10/25/10), Res. 17035 (10/12/09), Res. 16726 (10/06/08), Res. 16413 (09/24/07)</p>																
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Michele Newman, Director of Parks + Rec, (816) 503-4821</p>																
REQUEST SUMMARY	<p>This year, we are proudly celebrating the 19th Anniversary of Christmas In The Sky, presented by Jackson County and KZPT 99.7 The Point. Jackson County is entering into a trade-out agreement with KZPT. This RLA would authorize a payment in the amount of \$18,999.00 to Entercom Kansas City dba KZPT. KZPT will provide \$14,000.00 for a fireworks display and \$4,999.00 for staging. KZPT will also provide Jackson County Parks + Rec with \$23,000 worth of air time to be used at the discretion of Jackson County Parks + Rec in 2016. Jackson County Parks + Rec will provide all other costs associated with the event, utilizing resources within the existing budget. This advertising will greatly benefit a variety of Park events and attractions. Christmas In The Sky serves as the grand opening for Christmas In The Park. Christmas In The Park and Christmas In The Sky have become family holiday traditions for close to 200,000 patrons annually. Christmas In The Sky features a synchronized fireworks display to holiday music, as well as an on-stage Holiday Musical Production.</p>																
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																

ATTACHMENTS		
REVIEW	Department Director: Michele Newman <i>OMN</i>	Date: 10/9/15
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: <i>10/12/15</i>
	Division Manager: <i>[Signature]</i>	Date: <i>10/21/15</i>
	County Counselor's Office: <i>[Signature]</i>	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

This expenditure was included in the Annual Budget.

RES # 18974

Budgeting

dgeting

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a six-month extension to the term and supply contract for the furnishing of mail services for use by the Office Services Division of the Finance and Purchasing Department with Strahm Automation and Mailing Services of Kansas City, MO.

RESOLUTION NO. 18975, October 26, 2015

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, by Resolution 17240, dated April 12, 2010, the Legislature did award a twelve-month term and supply contract with three twelve-month options to extend for the furnishing of mail services for use by the Office Services Division of the Finance and Purchasing Department, to Strahm Automation and Mailing Services of Kansas City (Jackson County), MO, under the terms and conditions of Invitation to Bid No. 50-09; and,

WHEREAS, by Resolution 18462, dated April 7, 2014, the Legislature did authorize a fourteen-month extension to the contract with Strahm; and,

WHEREAS, by Resolution 18869, dated June 29, 2015, the Legislature did authorize an additional three-month extension to the contract with Strahm; and,

WHEREAS, the Director of Finance and Purchasing is requesting an additional extension of that contract through April 30, 2016, to allow the County to issue a joint bid with the City of Kansas City, Missouri, the 16th Judicial Circuit Court, and the Kansas City, Missouri Public School District, to insure the lowest and best pricing; and,


WHEREAS, Strahm Automation has agreed to this extension at the same terms and pricing; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the contract with Strahm Automation and Mailing Services be extended through April 30, 2016, 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 extension; and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18975 of October 26, 2015, was duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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



Date



Director of Finance and Purchasing

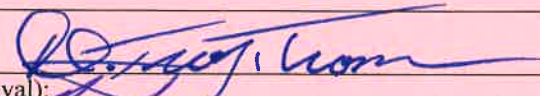


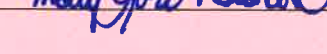
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18975

Sponsor(s): Scott Burnett

Date: October 26, 2015

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing a Six Month Extension of Term and Supply Contract No. 50-09 for the Furnishing of Mail Services for the Office Services Division of the Finance and Purchasing Department with Strahm Automation and Mailing Services of Kansas City, Missouri.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td></td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td></td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td></td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Office Services Estimated Use: \$100,000.00</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:											
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:											
Amount budgeted for this item * (including transfers):											
Source of funding (name of fund) and account code number:											
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 17240 4/12/10; 18462 4/7/14 and 18869 6/29/15 ; 18432 4/7/14</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>										
REQUEST SUMMARY	<p>The Director of Finance and Purchasing requests the authorization for a Six Month Extension of Term and Supply Contract No. 50-09 for Mail Services for the Office Services Division of the Finance and Purchasing Department.</p> <p>The Mail Services Term and Supply Contract is a cooperative contract with the County, the City of Kansas City, Missouri, the 16th Judicial Courts of Jackson County, Missouri and the Kansas City, Missouri School District. The requested extension will allow the City of Kansas City, Missouri to issue another joint competitive Invitation to Bid and allow the County to continue to receive the larger discount offered for the higher mail volume of the combined entities.</p> <p>Strahm Automation has agreed to extend our contract pricing and keep our existing discounts until the new contract is rebid and awarded.</p>										
CLEARANCE	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Modification of Contract EV 1004 (Jackson County, Missouri Term and Supply Contract No. 50-09) and current postage rates</p>										
REVIEW	<p>Department Director:  Date: 10/9/15</p>										
	<p>Finance (Budget Approval):  Date: 10/12/15</p>										
	<p>Division Manager:  Date: 10/21/15</p>										
	<p>County Counselor's Office:  Date:</p>										

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

**MODIFICATION OF CONTRACT**

1. Modification No. 5 Effective Date: 08-01-15	2. Contract EV1004 Effective Date: 08-01-10
3. Buyer: Keely Golden, CPPB Telephone Number: (816) 513-0812	5. Supplier – Name and Address THE MAIL COMPANY DBA STRAHM AUTOMATION AND MAIL SERVICE ATTN: KIMBERLY TARPLEY 1700 BROADWAY KANSAS CITY, MO 64108
4. Issued By CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 th Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification

MAILING SERVICES CITY WIDE

Contract **EV1004** is extended for three (3) months, August 1, 2015 through October 31, 2015, at the current pricing, the authority for which is contained in paragraph 3, SPECIAL INSTRUCTIONS AND CONDITIONS.

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV1004** remain unchanged.

8. City of Kansas City, Missouri

By: **Keely Golden, CPPB**

Senior Procurement Officer

This Day: 6/4/15

Special Services (Prices below DO NOT include postage - these are for the services only)

Certified Mail	\$3.45
Restricted Delivery	\$8.60
Return Receipt - Electronic	\$1.40
Return Receipt - Mail	\$2.80
Signature Confirmation (Parcels Only) - Retail	\$3.00
Signature Confirmation (Parcels Only)- Electronic	\$2.45
Delivery Confirmation (Parcels Only) - Retail	\$1.05
Delivery Confirmation (Parcels Only) - Electronic	\$0.49

Confirm Delivery Products (includes 1 ounce postage)

Certified Letter	\$6.54
Delivery Confirmation	\$6.99
Signature Confirmation	\$7.56

City of Kansas City, Jackson County and Circuit Court, KCMO School District

\$Rejects \$0.032 per piece
 Non-machinable surcharge \$0.22 per piece

	All Entities		Metering		Fast Forward		Sorting		Total Savings	
	Full Pay	Mixed								
Letters										
Postcards	0.350	0.284		0.015	0.003	0.010	0.010	0.312	0.038	
1 oz	0.490	0.439		0.015	0.003	0.010	0.010	0.467	0.023	
2 oz	0.700	0.439		0.015	0.003	0.010	0.010	0.467	0.233	
3 oz	0.910	0.699		0.015	0.003	0.010	0.010	0.727	0.183	
3.5 oz	1.150	0.829		0.015	0.003	0.010	0.010	0.857	0.293	
Flats										
	Full Pay	5 digit	Metering							
1 oz	0.980	0.47	0.028	0.354	0.852	0.128				
2 oz	1.200	0.688	0.028	0.354	1.070	0.130				
3 oz	1.420	0.906	0.028	0.354	1.288	0.132				
4 oz	1.640	1.124	0.028	0.354	1.506	0.134				
5 oz	1.860	1.342	0.028	0.354	1.724	0.136				
6 oz	2.080	1.56	0.028	0.354	1.942	0.138				
7 oz	2.300	1.778	0.028	0.354	2.160	0.140				
8 oz	2.520	1.996	0.028	0.354	2.378	0.142				
9 oz	2.740	2.214	0.028	0.354	2.596	0.144				
10 oz	2.960	2.432	0.028	0.354	2.814	0.146				
11 oz	3.180	2.65	0.028	0.354	3.032	0.148				
12 oz	3.400	2.868	0.028	0.354	3.250	0.150				
13 oz	3.620	3.086	0.028	0.354	3.468	0.152				
Parcels										
	Full Pay	Packages	Metering							
1 oz	2.54		0.020	Total	2.560					
2 oz	2.54		0.020		2.560					
3 oz	2.54		0.020		2.560					
4 oz	2.74		0.020		2.760					
5 oz	2.94		0.020		2.960					

6 oz
7 oz
8 oz
9 oz
10 oz
11 oz
12 oz
13 oz

3.14
3.34
3.54
3.74
3.94
4.14
4.34
4.54

0.020
0.020
0.020
0.020
0.020
0.020
0.020
0.020

3.160
3.360
3.560
3.760
3.960
4.160
4.360
4.560

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION supporting the efforts of the Pancreatic Cancer Action Network to promote awareness of pancreatic cancer and declaring November 13, 2015, as "World Pancreatic Cancer Day" in Jackson County.

RESOLUTION NO. 18976, October 26, 2015

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, in 2015, an estimated 48,960 people will be diagnosed with pancreatic cancer in the United States and 40,560 will die from the disease; and,

WHEREAS, pancreatic cancer is one of the deadliest cancers, currently the fourth leading cause of cancer death in the United States, and projected to become the second by 2020; and,

WHEREAS, pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits, at just seven percent; and,

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally late stage, and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 93 percent of pancreatic cancer patients die within the first five years; and,

WHEREAS pancreatic cancer is the seventh most common cause of cancer-related death in men and women across the world; and,

WHEREAS, approximately 860 pancreatic cancer deaths will occur in Missouri in 2015, and there will be an estimated 367,000 new pancreatic cancer cases diagnosed globally in 2015; and,

WHEREAS, the Pancreatic Cancer Action Network is the national organization serving the pancreatic cancer community, through a comprehensive approach that includes public policy development, research funding, patient service, and public awareness related to developing effective treatments and a cure for pancreatic cancer; and,

WHEREAS, the Pancreatic Cancer Action Network and its affiliates in Jackson County support those patients currently battling pancreatic cancer, as well as those who have lost their lives to the disease, and are committed to nothing less than a cure; and,

WHEREAS, the good health and well-being of the residents of Jackson County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby encourages the support of sustained adequate funding for the National Institutes of Health and the National Cancer Institute and hereby designates November 13, 2015 as "World Pancreatic Cancer Day" in Jackson County.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18976 of October 26, 2015, as duly passed on _____, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature