

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

**AN ORDINANCE** appropriating \$1,196.00 from the undesignated fund balance of the 2016 General Fund in acceptance of auction proceeds from the sale of vehicles for use by the Facilities Management Division of the Public Works Department.

**ORDINANCE NO. 4916**, October 24, 2016

**INTRODUCED BY** Greg Grounds, County Legislator

WHEREAS, the County has received a payment in the amount of \$1,196.29 from Affiliated Auctioneers representing the proceeds from the sale of two vehicles sold at auction; and,

WHEREAS, an appropriation is necessary to place the sale proceeds in the proper spending account so that the funds may be used to purchase computers and accessories from an existing term and supply contract; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2016 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Facilities Management/Kansas City			
001-9999	47020 – Sale of Fixed Assets	\$1,196	
001-2810	Undesignated Fund Balance		\$1,196
001-2810	Undesignated Fund Balance	\$1,196	
001-1204	58171 – Personal Computers/Accessories		\$1,196

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. 4916 introduced on October 24, 2016, was duly passed on \_\_\_\_\_, 2016 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. 4916.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 001 2810  
ACCOUNT TITLE: General Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$1,196.29

  
Date

  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION


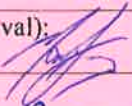

Completed by County Counselor's Office:

~~Res~~Ord No.: 4916

Sponsor(s): Greg Grounds

Date: Oct. 24, 2016

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Appropriations from 8/27/16 Surplus Sale</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>\$1196.29</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>\$1196.29</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>n/a</td></tr><tr><td>Source of funding (name of fund) and account code number; FROM / TO</td><td>FROM ACCT 001-9999-47020  TO ACCT 001-1204-58171</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):n/a Prior Year Actual Amount Spent (if applicable):n/a</p>		Amount authorized by this legislation this fiscal year:	\$1196.29	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$1196.29	Amount budgeted for this item * (including transfers):	n/a	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 001-9999-47020  TO ACCT 001-1204-58171
Amount authorized by this legislation this fiscal year:	\$1196.29											
Amount previously authorized this fiscal year:	\$											
Total amount authorized after this legislative action:	\$1196.29											
Amount budgeted for this item * (including transfers):	n/a											
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 001-9999-47020  TO ACCT 001-1204-58171											
PRIOR LEGISLATION	<p>Prior ordinances and (date): <u>n/a</u></p> <p>Prior resolutions and (date): <u>n/a</u></p>											
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Kimberly Byers, Administrative Assistant- 816-881-3258</p>											
REQUEST SUMMARY	<p>Facilities Management Division would like to request the proceeds for our department that were allocated from the 8/27/16 Surplus Auction. The following 2 vehicles were sold. 2002 Ford Winstar Vin# 2FMZA504032BB50430. 2003 Ford Expedition Vin# 1FMPU16WX3LB44107. The total amount Appropriated for Facilities was \$1196.29.</p>											
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)</p>											

	<input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS		
REVIEW	Department Director: Brian Gaddie 	Date: 10.12.2010
	Finance (Budget Approval): If applicable 	Date: 10/14/2016
	Division Manager: 	Date: 10/19/16
	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:
001-9999-47020	Fixed Asset Sale	\$ 1196.29

- ☐ 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.



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

ORD # 4916

[illegible]

## Budgeting

10/14/16

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

**AN ORDINANCE** appropriating \$95,947.00 from the undesignated fund balance of the 2016 Gereral Fund and awarding a contract for the furnishing of upgrades to the Downtown Kansas City Courthouse HVAC software system for use by the Facilities Management Division of the Public Works Department to Johnson Controls of Lenexa, KS, at a cost to the County not to exceed \$95,947.00, as a sole source purchase.

**ORDINANCE NO. 4917**, October 24, 2016

**INTRODUCED BY** Greg Grounds, County Legislator

WHEREAS, the Facilities Management Division of the Public Works Department has a need for upgrades to the Downtown Kansas City Courthouse HVAC software system to replace the current outdated and obsolete system; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for the purchase of this system to Johnson Controls of Lenexa, KS; and,

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased can be obtained from only one source; and,

WHEREAS, the Director of Finance and Purchasing recommends that he not take competitive bids with regard to said contract for the reason that Johnson Controls is the manufacturer of the current system and the only provider of its proprietary software; and,

WHEREAS, an appropriation is necessary to place the funds required for this purchase in the appropriate spending account; and,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of 2016 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Non-Departmental			
001-2810	Undesignated Fund Balance	\$95,947	
001-5101	58020 – Buildings & Improvements		\$95,947

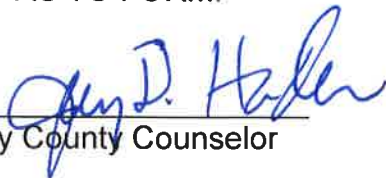
and,

BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that award be made to Johnson Controls of Lenexa, KS, as a sole source purchase and that the Director of Finance and Purchasing be and hereby is authorized to execute for the County any documents necessary for the award; and,

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

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. 4917 introduced on October 24, 2016, was duly passed on \_\_\_\_\_, 2016 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. 4917.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 001 2810  
ACCOUNT TITLE: General Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$95,947.00

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

ACCOUNT NUMBER: 001 5101 58020  
ACCOUNT TITLE: General Fund  
Non-Departmental  
Buildings & Improvements  
NOT TO EXCEED: \$95,947.00

October 14, 2016  
Date

  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION




Completed by County Counselor's Office:

~~Res~~/Ord No.: 4917

Sponsor(s): Greg Grounds

Date: Oct. 24, 2016

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting an Ordinance appropriating \$95,947.00 from the undesignated fund balance of the 2016 General Fund and authorizing upgrades to the downtown Jackson County Courthouse HVAC Systems for the Facilities Management Division of the Public Works Department from Johnson Controls of Lenexa, KS as a Sole Source Purchase.</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>\$95,947.00</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>\$95,947.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$95,947.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>From: 001-2810 General Fund, Undesignated Fund Balance</td><td>\$95,947.00</td></tr> <tr> <td>To: 001-5101-58020 General Fund, Non-Departmental, Buildings &amp; Improvements</td><td>\$95,947.00</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$95,947.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$95,947.00	Amount budgeted for this item * (including transfers):	\$95,947.00	Source of funding (name of fund) and account code number:		From: 001-2810 General Fund, Undesignated Fund Balance	\$95,947.00	To: 001-5101-58020 General Fund, Non-Departmental, Buildings & Improvements	\$95,947.00
Amount authorized by this legislation this fiscal year:	\$95,947.00														
Amount previously authorized this fiscal year:															
Total amount authorized after this legislative action:	\$95,947.00														
Amount budgeted for this item * (including transfers):	\$95,947.00														
Source of funding (name of fund) and account code number:															
From: 001-2810 General Fund, Undesignated Fund Balance	\$95,947.00														
To: 001-5101-58020 General Fund, Non-Departmental, Buildings & Improvements	\$95,947.00														
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date):</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>														
REQUEST SUMMARY	<p>The Facilities Management Division of the Public Works Department is requesting upgrades to the Jackson County Courthouse HVAC Software System. The current Building Automation System, known as the PMI Module is obsolete, making it a constant struggle for staff to maintain its viability. This system is fifteen years old, leading to outdated control of the entire building's format. If the system fails, it would be weeks and potentially months before control of the system could be regained, resulting in building closure.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends purchasing the upgrades for the HVAC System Software for the Facilities Management Division of the Public Works Department from Johnson Controls of Lenexa, KS as a Sole Source Purchase. The HVAC System Software was purchased from Johnson Controls and they would be considered a Sole Source for the system upgrades.</p> <p>The Director of Finance and Purchasing also requests the appropriation of \$95,947.00 from the undesignated fund balance of the 2016 General Fund to 001-5101-58020 General Fund, Non-Departmental, Buildings and Improvements.</p>														
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														

ATTACHMENTS	Memorandum from Joseph Tomlinson, Facilities Management Administrator and the Quote from Johnson Controls.	
REVIEW	Department Director: 	Date: 10.12.2016
	Finance (Budget Approval): If applicable 	Date: 10/13/2016
	Division Manager: 	Date: 10/19/16
	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:
280	Unappropriated Fund Balance	\$95,947. <sup>00</sup>

- ☐ 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.

## Budgeting



## JACKSON COUNTY Facilities Management Division

Jackson County Courthouse  
415 East 12th Street, Third Floor Mezzanine  
Kansas City, Missouri 64106  
jacksongov.org

(816) 881-3258  
Fax: (816) 881-3583

### MEMORANDUM

**From:** Joseph Tomlinson, Facilities Management Administrator

**To:** Barbara Casamento, Purchasing Supervisor

**CC:** Brian Gaddie P.E., Director of Public Works

**Date:** 9/21/2016

Ms. Casamento,

This memorandum is being prepared and submitted to request preparation of an RLA appropriating funds for the upgrading of the Johnson Controls HVAC system housed within the Downtown Jackson County Courthouse, located at 415 E. 12<sup>th</sup> Street.

It is imperative that this task be undertaken, and delaying it to next year's funding cycle could prove to be a grave error if the current system fails. The Johnson Controls software system has not been improved in nearly fifteen (15) years of service, leading to outdated control of the entire building's format. The current Building Automation system, known as the PMI model is entirely obsolete, making it a constant struggle for Jackson County and contractor staff to maintain its viability. Should it fail, it would be weeks and potentially months before control of the system could be regained, resulting in building closure.

The scope of this task will focus much of the improvement on the software component of this system, while continuing to utilize the existing hardware and field devices the building is equipped with. Because this update will harness the ability of existing HVAC infrastructure, utilizing Johnson Controls as the vendor to update and install a software update is vital. In the interest of maintaining the continuity and proper technical dependability of this system, the Facilities Management Division is requesting Johnson Controls be awarded a contract as a proprietary vendor to upgrade the HVAC system to the Downtown Courthouse.

Your consideration of this request is greatly appreciated. Please let me know if there is more information I can provide.

Sincerely,

Joseph Tomlinson  
Facilities Management Administrator

*Frank White, Jr., County Executive*



## PROPOSAL

Kansas City Service Branch  
9850 Legler Rd  
Lenexa, KS 66219

TO: Jackson County Courthouse  
415 E 12<sup>th</sup> Street  
Kansas City, MO 64106  
Attention: Darrell Benzinger

Date: August 31<sup>st</sup>, 2016  
Project: Jackson County NC Upgrade  
Proposal Ref:

Mr. Benzinger,

During our recent site visits, we discussed your existing Johnson Controls Building Automation System (BAS) and your desire to bring your current PMI building automation system up to date. The current Johnson Controls Metasys system was installed several years ago and is in need of updating to catch up with current technology. Johnson Controls is proud to support our systems and customers who invest in a system with us. Below is a summary of our understanding of your current situation, your goals and our recommended actions.

### Current Situation:

- The Johnson Controls Building Automation System is currently the PMI system which is becoming obsolete
- Existing PMI NCM's are older, outdated technology that have been discontinued in production, putting the customer at risk in case of a supervisory controller failure

### Jackson County's Goals:

- Desire to build off the existing BAS infrastructure investment by continuing to utilize existing field devices and trunk
- Upgrade the existing JCI BAS software and supervisory hardware to current level of technology available
- Have an easy to use system with graphic displays of the major systems components to facilitate the management of the building
- Have on site, ongoing support for staff training, and minimal system downtime
- Continue to have parts and service support available for the BAS

### JCI's recommendations:

- Move legacy PMI system onto web based Metasys Extended Architecture – **Jackson County is responsible for providing ethernet access, a cable drop and IP address to new hardware devices**
- Replace the NCs with Network Automation Engines running the latest version of Metasys
- Install new Application Data Server to serve as a site director and manage the network automation engines
- Metasys Extended Architecture is a web based application, which will allow authorized users to log in and manage the facility from other locations
- Existing programming and control schemes will be uploaded into the new NAE based system
- Provide on-site system commissioning, start up and user training for Metasys Extended Architecture



- Johnson Controls proposes to furnish the materials and/or perform the work described above to replace
  - NC1 with a NAE5510-702
  - NC2 with a NAE5510-702
  - NC3 with a NAE5510-702
  - NC4 with a NAE5510-702
  - NC5 with a NAE5510-702
  - NC7 with a NAE3510-702
  - NC8 with a NAE3510-702
- Provide and install new ADS Server for NAEs
- Update equipment and floor plan graphics
- 8 hours onsite training
- All programming, commissioning, and startup for new devices included

JCI proposes to furnish the materials and/or perform the work described above for the net price of: \$95,947.00

NINETY FIVE THOUSAND, NINE HUNDRED FORTY SEVEN AND 00/100 DOLLARS  
(Taxes excluded)

**This proposal DOES NOT include:**  
Ethernet and IP address to superviosry controllers  
Premium and/or overtime labor

Additional items found to be defective or in need of repair and/or replacement while performing the above work will be brought to your attention immediately. Additional work will be completed based on time and material or a fixed price quote with prior approval from your office.

This proposal and/or alternates listed above are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: 12/31/2016

Jackson County

Johnson Controls, Inc.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO: \_\_\_\_\_

\_\_\_\_\_  
Name: Ricky Bellinger  
Title: Account Representative  
Date: \_\_\_\_\_

**TERMS AND CONDITIONS**

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

**1. SCOPE OF WORK**

This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement. JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

**2. INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.

**3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

**4. WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE

**5. LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

**6. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

**7. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

**8. COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

**9. DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

**10. INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

**11. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

**12. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

**13. ATTORNEY'S FEES.** Purchaser Agrees that he will pay and reimburse Johnson Controls for any and all reasonable attorneys' fees which are incurred by Johnson Controls in the collection of amounts due and payable by others.

**14. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

**15. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

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

**AN ORDINANCE** appropriating \$10,000.00 from the undesignated fund balance of the 2016 Grant Fund in acceptance of the Sheriff's Office's DWI No Refusal – Third Party Blood Draw Project grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds.

**ORDINANCE NO. 4918**, October 24, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office a DWI No Refusal – Third Party Blood Draw Project grant in the amount of \$10,000.00, for the period October 1, 2016, through September 30, 2017; and,

WHEREAS, the Sheriff's Office is targeting impaired drivers through DWI sobriety checkpoints and developing a process in which a third-party medical professional service provider will respond to requests to draw blood from impaired drivers for whom a search warrant for blood draw has been obtained; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2016 Grant Fund be and hereby is made:



<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund No-Refusal DWI			
010-4267	45874 - Increase Revenues	\$10,000	
010-2810	Undesignated Fund Balance		\$10,000
010-2810	Undesignated Fund Balance	\$10,000	
010-4267	56790 – Other Contractual		\$10,000

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached contract with the Missouri Department of Transportation, Traffic and Highway Safety Division.

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. 4918 introduced on October 24, 2016, was duly passed on \_\_\_\_\_, 2016 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. 4918.

\_\_\_\_\_  
Date

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

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: \$10,000.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer

## CONTRACT

Form HS-1

Version: 1

06/20/2016

**Missouri Department of Transportation**  
**Traffic and Highway Safety Division**  
 P.O. Box 270  
 830 MoDOT Drive  
 Jefferson City, MO 65102  
**Phone:** 573-751-4161  
**Fax:** 573-634-5977

**Project Title:** No-Refusal DWI Unit  
**Project Number:** 17-M5HVE-03-012  
**Project Category:** 405d Mid HVE  
**Program Area:** Impaired Driving

**Name of Grantee**  
 Jackson County Sheriff's Office

**Funding Source:** 405d / 20.616

**Type of Project:** Initial

**Grantee County**  
 Jackson

**Started:** 10/01/2016

**Federal Funds Benefiting**

**State:**

**Local:** \_\_\_\_\_ \$10,000.00

**Total:** \_\_\_\_\_ \$10,000.00

**Grantee Address**  
 4001 NE Lakewood Court  
 Lee's Summit, MO 64064-1703

**Source of Funds**

**Federal:** \_\_\_\_\_ \$10,000.00

**State:**

**Local:** \_\_\_\_\_ \$0.00

**Total:** \_\_\_\_\_ \$10,000.00

**Telephone**

816-524-4302

**Fax**

816-795-1969

**Contract Period**

**Effective:** 10/01/2016

**Through:** 09/30/2017

**Prepared By**

Holmes, Marcus

**Authorizing Official**

**Date**

**Project Director**

**Date**

**Highway Safety Director**

**Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$10,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

**I. RELATIONSHIP**

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

**II. GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

**IV. EQUIPMENT**

**A. PROCUREMENT:** Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

**B. DISPOSITION:** The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

**C. REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength.

**V. FISCAL RESPONSIBILITY**

**A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Traffic and Highway Safety (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

**B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the contracting official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. AUDITS: Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

**C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to officers, (3) officer's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

**D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

**VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsr.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSR.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
  - 1. the entity in the preceding fiscal year received-
    - a. 80 percent or more of its annual gross revenues in Federal awards;
    - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
  - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

**VII. TERMINATION**

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

**VIII. NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

*plc*

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

**IX. STATUTORY AND REGULATORY REQUIREMENTS**

**A. COMPLIANCE:** The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

- X. PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

- XI. INDEMNIFICATION** Option 1 below only applies to Cities, Counties and political subdivisions of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

**OPTION 1:**

**A.** To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement.

**B.** The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement:

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

**C.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

**OPTION 2:**

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement.



**XII. AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

**XIII. MHTC REPRESENTATIVE** The MoDOT Traffic and Highway Safety Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

**XIV. ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

**XV. LAW OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

**XVI. VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

**XVII. SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**XVIII. NONSEGREGATED FACILITIES**

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**XIX. FUNDING ORIGATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

**XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace.
  2. The Subrecipient's policy of maintaining a drug-free workplace.
  3. Any available drug counseling, rehabilitation, and employee assistance programs.
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**XXI. POLITICAL ACTIVITY (HATCH ACT)**  
**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XXII. CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**XXIII. RESTRICTION ON STATE LOBBYING**  
**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

**CONTRACT CONDITIONS - PAGE 9**

- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XXV. BUY AMERICA ACT**

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.

[www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf](http://www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf)

**XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**XXVII. POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

**XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

*for*

## CONTRACT REQUIREMENTS

### **THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING:**

Agencies offering the MHTC-funded courses must adhere to the following standard elements required for training contracts.

**A.** A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training.

The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.

**B.** Evaluation will be a 2-step process to include:

1. Student Evaluation of the training

a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.

b. The evaluation form must be developed by the Subrecipient and approved by the MHTC prior to use.

2. Instructor evaluation of the students' comprehension and understanding of the material presented.

**C.** The Subrecipient must provide a sign-up sheet for every class (a typed list of everyone who registered is not acceptable).

The sign-up sheet must capture the following information:

1. Title of the class

2. Date(s) and location of class

3. Name of attendees

4. Signature of attendees

5. Business address, telephone number and/or email address of each attendee

**D.** Every effort should be made to enroll a minimum of fifteen (15) students per class.

**E.** Copies of the student evaluations, instructor evaluations, number of students enrolled/number of students attending, and participant sign-up sheets must be submitted to MHTC not later than thirty (30) days after the training has been conducted.

### **THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:**

#### **A. PROBLEM IDENTIFICATION**

Agency must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

#### **B. PROJECT ACTIVITIES**

1. Enforcement activities by the agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.

2. Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.

3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.

4. Agency should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report* Form.

5. Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, quarterly enforcement efforts.

Mobilization reporting efforts shall be completed using the online mobilization reporting form located at:

[www.modot.mo.gov/safety](http://www.modot.mo.gov/safety).

6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.

7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

**C. PARTNERSHIPS**

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact ( traffic safety task force).

**D. ALLOWABLE COSTS**

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects . Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

**E. DRUNK DRIVING ENFORCEMENT PROJECTS**

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.

**F. SOBRIETY CHECKPOINTS**

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program .
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.



## PROBLEM IDENTIFICATION

---

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2012-2014 period, 414,163 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 2.9% involved someone being seriously injured. During the same time period, there were 19,160 traffic crashes where one or more drivers, pedestrians, and/or bicyclists were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers, pedestrians or bicyclists were impaired by alcohol or other drugs, 688 people were killed and another 2,448 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 86.0% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 688 people killed in alcohol and other drug-related traffic crashes, 71.5% were the substance-impaired drivers/pedestrians/bicyclists and 28.5% were some other involved party. Of the 2,448 seriously injured, 62.2% were the substance-impaired drivers/pedestrians/bicyclists while 37.8% were other persons in the incidents.

Subjects arrested for impaired driving regularly refuse to submit to a breath test offered by members of the Sheriff's Office Traffic Safety Unit. The Prosecutor's Office is supportive of applications for search warrants to obtain blood alcohol levels by having the arrested subject's blood drawn. The Traffic Safety Unit currently must transport the arrest to a hospital emergency room, which are already over-burdened, to have the blood drawn. This also adds significantly to the time required to process the DWI arrest.

According to the Missouri State Highway Patrol Crash Statistics, there were 60,581 motor vehicle crashes investigated by all law enforcement agencies in Jackson County from 2012-2014. Of the 60,581 crashes investigated 1,513 resulted in disabling injury and 194 crashes resulted in a fatality. 2,041 were alcohol related crashes.

Of the 194 crashes that resulted in a fatality 24% were alcohol related crashes, 10% of the crashes resulting in serious injury show alcohol was a contributing factor.

According to the Missouri State Highway Patrol Crash Statistics, there were 779 motor vehicle crashes investigated by all law enforcement agencies in Unincorporated Jackson County from 2012-2014. Of the 779 crashes investigated 50 resulted in serious injury and ten (10) crashes resulted in a fatality. Of the 779 crashes investigated 55 involved alcohol.

Of the crashes investigated in Unincorporated Jackson County that resulted in serious injury 4% had a contributing factor of alcohol and 30% of the fatal crashes had an alcohol impairment as a contributing factor.

Jackson County and Unincorporated Jackson County consistently have problems with alcohol related crashes. The following shows comparative analysis of where Jackson County and Unincorporated Jackson County rank as compared to the other counties in Missouri for speed-involved crashes.

### Alcohol Involved Crashes:

Jackson County - 2nd in the state

Unincorporated Jackson County - 36th in the state

### Serious Injury - Alcohol Involved:

Jackson County - 1st in the state

Unincorporated Jackson County - 27th in the state

### Fatal - Alcohol Involved:

Jackson County - 1st in the state

Unincorporated Jackson County - 12th in the state

Top crash locations according to the 2015 Crash Mapping Data from the STARS Reporting System investigated by all law enforcement agencies throughout Jackson County are: I 70, MO 291, US 40 Hwy as well as various Kansas City, Independence and Lee's Summit city streets.

The top crash locations according to the 2015 Crash Data available online at STARS Reporting for the Crashes investigated by the Jackson County Sheriff's Office were I 470, Colbern Rd. Buckner-Tarsney Rd. and NE area of US 24/Mo 291.

In regard to the alcohol related crashes investigated the high crash day of the week and time of day are: Saturday midnight to 0430 and 2000 to midnight, and Sunday midnight to 0400 and 1900 to 2200.

A handwritten signature in the bottom right corner of the page, consisting of stylized cursive letters.

## GOALS/OBJECTIVES

---

Goal: To decrease fatalities involving drivers with .08 BAC or greater to:

- 267 by 2013
- 255 by 2014
- 243 by 2015
- 230 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 280  
(246 in 2013, 204 in 2014)

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints  
The Sheriff's Office Traffic Safety Unit has a goal of becoming a "no refusal" unit, that is, to make application for a search warrant for blood draw on all subjects who are arrested for impaired driving and refuse to submit to a breath test.

Objectives:

1. To make application for search warrant on all impaired driver arrestees who refuse to submit to a breath test.
2. To utilize blood draw kits to reduce the demands on local hospital emergency rooms, and to increase the efficiency of the arrest process when handling impaired drivers who refuse to submit to breath tests.
3. To utilize a third-party contracted medical provider, e.g. ambulance service, or private lab technician service, to perform blood draws on subject for whom search warrants have been issued for blood draws. Utilizing the third-party contracted medical provider will decrease the amount of time required to process the arrest, and will reduce the travel and processing demands on the deputy when transporting arrests to local hospital emergency rooms.
4. To establish a process through which costs related to blood draw kit supplies, and third-party medical provider blood draw services are recovered from impaired driver arrestees through a recoupment process with the district and municipal courts.

## PROJECT DESCRIPTION

---

Project Description information is captured in the supplemental section.

The Sheriff's Office Traffic Safety Unit seeks funds for the purchase of blood evidence collection kits , which include materials required for medical professionals to obtain blood samples from subjects arrested for impaired driving, for whom a search warrant for blood draw has been obtained. These collection kits include blood collection vials, and needles for blood collection.

The Sheriff's Office Traffic Safety Unit seeks funds for establishing an arrangement with third-party medical professional service provider to respond to requests to draw blood from impaired drivers for whom a search warrant for blood draw has been obtained. The service provider would respond to the scene of arrest, to scenes of checkpoints or saturation patrols, or to Sheriff's Office headquarters, jails or detention facilities to collect blood evidence from arrested subjects. This would remove the requirement that the deputy transport the arrested subject from the scene of arrest and to a local hospital emergency room prior to transport to the jail.

The Sheriff's Office Traffic Safety Unit seeks to become a "no-refusal" unit, which seeks a search warrant for blood draw from all impaired driving subjects who refuse to submit to a breath test. Due to the current limitations requiring transport to hospital, use of hospital equipment and supplies, and the time requirements / inefficiency of the process, the Traffic Safety Unit seeks search warrants only on those impaired driving arrests which constitute felony offenses , or in which an accident is involved.

The Traffic Safety Unit seeks to establish a process through which funds expended toward blood evidence collection supplies and medical professional services are recouped from impaired driving arrests during the court process, thereby establishing a fund for future expenses related to blood evidence collection supplies and medical professional services.

## SUPPLEMENTAL INFORMATION

Question	Answer
<b>You must answer the following questions.</b>	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency report racial profiling data annually?	Yes
3 Does your agency report to STARS?	Yes
4 Does your agency report UCR information annually?	Yes
5 Please explain any NO answer(s) to questions 1-4:	
6 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
7 Have you completed a manpower assessment to ensure your agency is able to expend all funds requested in your proposed project?	Yes
8 If NO, please explain	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
10 If YES, please explain.	
Several new deputies have been hired in the last year, many of whom are young, motivated deputies who have expressed great interest in working traffic safety projects.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
12 If YES, please explain.	
13 Did your agency receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
14 Did your agency receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
15 If you answered NO to either question 13 and 14, DO NOT answer this question. If you answered YES to both question 13 and 14, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	
<b>Please use the most current 12-months of data available for answering questions 16-21.</b>	
16 Total number of DWI violations written.	263
17 Total number of speeding violations written.	1445

18	Total number of HMV violations written.	843
19	Total number of child safety/booster seat violations written.	46
20	Total number of safety belt violations written.	65
21	Total number of sobriety checkpoints hosted.	5

Use the most current three years crash data for questions 22-32.

22	Total number of traffic crashes.	60581
23	Total number of traffic crashes resulting in a fatality.	194
24	Total number of traffic crashes resulting in a serious injury.	1513
25	Total number of speed-related traffic crashes.	7878
26	Total number of speed-related traffic crashes resulting in a fatality.	76
27	Total number of speed-related traffic crashes resulting in a serious injury.	381
28	Total number of alcohol-related traffic crashes.	2041
29	Total number of alcohol-related traffic crashes resulting in a fatality.	47
30	Total number of alcohol-related traffic crashes resulting in a serious injury.	158
31	Total number of unbuckled fatalities.	88
32	Total number of unbuckled serious injuries.	300

Enter your agency's information below.

33	Total number of commissioned law enforcement officers.	97
34	Total number of commissioned patrol and traffic officers.	42
35	Total number of commissioned law enforcement officers available for overtime enforcement.	89
36	Total number of vehicles available for enforcement.	75
37	Total number of radars/lasers.	20
38	Total number of in-car video cameras.	49
39	Total number of PBT's.	15
40	Total number of Breath Instruments.	4

*See*

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

41 Identify primary enforcement locations.

On Tuesdays, I-70 and US-40 HWY between Grain Valley and I-435.  
On Wednesdays, I-70, US-24, 23rd Street Trafficway, and ancillary roadways between the State-line on the west, and M-291 HWY on the east.  
On Thursdays and Fridays, US-71 HWY, Main Street, Broadway, 39th Street, and I-70 in the portions of Jackson County west of I-435.

42 Enter the number of enforcement periods your agency will conduct each month.

20

43 Enter the months in which enforcement will be conducted.

Enforcement will be conducted year-round. Enforcement will be at sobriety checkpoints, during saturation patrol projects, and during the regular work shifts.

44 Enter the days of the week in which enforcement will be conducted.

The Traffic Safety Unit works Tuesday, Wednesday, Thursday, and Friday. Checkpoints are primarily scheduled on Friday and Saturday nights. Additional checkpoint or saturation patrol projects occur on other days of the week for special occasions, such as Cinco de Mayo, St. Patrick's Day, which sometimes occur during the week.

45 Enter the time of day in which enforcement will be conducted.

The Traffic Safety Unit's regularly scheduled shifts are 1800 hours to 0400 hours, and the BATVAN would be utilized during these shifts. Checkpoint operations and saturation patrol operations typically operate between 2300 hours and 0400 hours.

46 Enter the number of officers assigned during the enforcement period.

5

47 If equipment, promotional items, or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

This application is for equipment and funds for the Sheriff's Office to establish a contract with a third-party medical professional service provider. The equipment required are blood evidence collection kits.

## PROJECT EVALUATION

---

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Sheriff's Office Traffic Safety Unit will log all impaired driving arrests who refuse a breath test , and for whom search warrants are subsequently issued, and blood evidence collected using collection kits and medical professional services funded through grant.



## ADDITIONAL FUNDING SOURCES

---

Equitable Sharing Program \$133,684.60 01/01/2014-Open ended

HIDTA \$77,093.00 10/01/2015-9/30/2016

HIDTA (no amount given) 1/1/2015/12/31/2016

Unable to report funding amounts managed by Prosecutors office such as JAG that may provide funding assistance to the Sheriff's office or any other programs managed by another person /department that is not managed by Col. Kenney.

HMV - LETSAC Training - \$34,004.00 - 10/01/2015-09/30/2016

DWI Unit Salary - \$184,900.26 - 10/01/2015-09/30/2016

Wolf Pack/Saturation Patrol - \$25,000.00 - 10/01/2015-09/30/2016

DWI Sobriety Checkpoint - \$30,000.00 - 10/01/2015-09/30/2016

Seat Belt Enforcement/Education - \$15,000.00

# BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	Other	Service Fee for Third-Party Medical Professional Service to Respond and Collect Blood Evidence from Impaired Driver Arrests.	100.00	\$100.00	\$10,000.00	\$0.00	\$10,000.00
					\$10,000.00	\$0.00	\$10,000.00
Total Contract					\$10,000.00	\$0.00	\$10,000.00

*see*

## ATTACHMENTS

---

Document Type  
WORD

Description  
County Authorization Form

Original File Name  
countyauthform.pdf

Date Added  
02/26/2016

*Cell*



## REQUEST FOR LEGISLATIVE ACTION

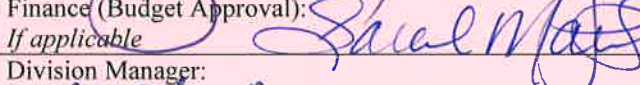
Completed by County Counselor's Office:

~~Res~~/Ord No.: 4918

Sponsor(s): Alfred Jordan

Date: Oct. 24, 2016

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office DWI No Refusal Third Party Blood Draw project. An ordinance to appropriate \$10,000.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Missouri Traffic And Highway Safety Division in acceptance of a grant awarded by the Missouri Department of Transportation to the Sheriff's Office.</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>\$10,000.00</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>\$10,000.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM Grant Fund – 010; Undesignated Fund Balance – 2810</td><td>FROM ACCT  \$10,000.00</td></tr> <tr> <td>TO: Grant Fund 010 No Rerfusal Blood Draw Project - 4267 Outside Company Services - 56790</td><td>TO ACCT  \$ 10,000.00</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$0.00          Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$10,000.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$10,000.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM Grant Fund – 010; Undesignated Fund Balance – 2810	FROM ACCT  \$10,000.00	TO: Grant Fund 010 No Rerfusal Blood Draw Project - 4267 Outside Company Services - 56790	TO ACCT  \$ 10,000.00
Amount authorized by this legislation this fiscal year:	\$10,000.00												
Amount previously authorized this fiscal year:	\$												
Total amount authorized after this legislative action:	\$10,000.00												
Amount budgeted for this item * (including transfers):	\$												
Source of funding (name of fund) and account code number; FROM Grant Fund – 010; Undesignated Fund Balance – 2810	FROM ACCT  \$10,000.00												
TO: Grant Fund 010 No Rerfusal Blood Draw Project - 4267 Outside Company Services - 56790	TO ACCT  \$ 10,000.00												
PRIOR LEGISLATION	<p>Prior ordinances and (date): <u>N/A</u></p> <p>Prior resolutions and (date):</p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Beverly Smith, Traffic Analyst (816) 541-8017 x 72240</p>												
REQUEST SUMMARY	<p>Accept and appropriate \$10,000.00 from the Undesignated Fund Balance for the Jackson County Sheriff's DWI No Refusal – Third Party Blood Draw Project #17-M5HVE-03-012 and to authorize the County Executive to execute an agreement with the Traffic And Highway Safety Division of the Missouri Department of Transportation. The grant is awarded in the amount of \$10,000.00 and requires no Matching Local Funds.</p> <p>The term of the grant is October 1, 2016 through September 30, 2017.</p> <p>Utilizing the third-party contracted medical provider will decrease the amount of time required to process the</p>												

	arrest and reduce the travel and processing demands on the deputy.  Please appropriate \$10,000.00 as follows:  Outside Company Services – 56790      \$ 10,000.00   Total <span style="float: right;">\$10,000.00</span>	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Three (3) original No Refusal DWI Unit contracts Project #17-M5HVE-03-012 and one (1) copy of accompanying announcement letter	
REVIEW	Department Director:  Finance (Budget Approval):  <i>If applicable</i> Division Manager:  County Counselor's Office:	Date: 10-10-2016  Date: 10/12/16  Date: 10/19/16  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:
010-2810	Grant Fund-Undesignated Fund Balance	\$10,000.00

- ☐ 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.

## Supplemental Appropriation Request Jackson County, Missouri

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

Date: October 12, 2016

ORD # 4918

[illegible]

Saul Mas 10/12/14  
Budgeting

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

**A RESOLUTION** authorizing the County Executive to execute an Agreement with the City of Kansas City, Missouri, for the furnishing of a Housing Inspector for the Prosecuting Attorney's Office's Drug Abatement Response Team (DART) Program, at a cost to the County not to exceed \$24,000.00.

**RESOLUTION NO. 19290**, October 24, 2016

**INTRODUCED BY** Dan Tarwater III, County Legislator

WHEREAS, the Prosecuting Attorney's Office's Drug Abatement Response Team (DART) Program, is a multi-jurisdictional and collaborative initiative to target and close down drug houses within the City of Kansas City; and,

WHEREAS, the Prosecutor's Office recommends an Agreement with the City of Kansas City, for the furnishing of a Housing Inspector assigned to the DART Program, at a cost to the County not to exceed \$24,000.00, for the period of July 1, 2016, through June 30, 2017; and,

WHEREAS, the City's Neighborhoods and Housing Services Department will provide the Housing Inspector to assist and support the Prosecuting Attorney's DART Program by conducting inspections for housing and code violations on suspected drug houses and pursuing law enforcement proceedings; and,

WHEREAS, an Agreement with the City of Kansas City for these services 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 be and hereby is authorized to execute an Agreement with the City of Kansas City, Missouri, at a cost to the County not to exceed \$24,000.00, in a form to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19290 of October 24, 2016, was duly passed on \_\_\_\_\_, 2016 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 4156 56080  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Prosecutor's Community Crime/Drug Prevention  
Other Professional Services  
NOT TO EXCEED: \$24,000.00

  
Date

  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19290

Sponsor(s): Dan Tarwater III

Date: Oct. 24, 2016

SUBJECT	<p>Action Requested X Resolution Ordinance</p> <p>Project/Title: <u>Resolution authorizing the County Executive to enter into an Agreement with the City of Kansas City for the furnishing of a DART Housing Inspector.</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>\$24,000</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>\$24,000</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><tr><td>FROM 008 – Anti Drug Sales Tax Fund; 4156 – Pros Comm/Crim/Drug Prevention; 56790 – Other Contractual Services</td><td>FROM ACCT \$24,000</td></tr><tr><td></td><td></td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input 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):</p> <p>Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$24,000	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$24,000	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:		FROM 008 – Anti Drug Sales Tax Fund; 4156 – Pros Comm/Crim/Drug Prevention; 56790 – Other Contractual Services	FROM ACCT \$24,000		
Amount authorized by this legislation this fiscal year:	\$24,000															
Amount previously authorized this fiscal year:	\$															
Total amount authorized after this legislative action:	\$24,000															
Amount budgeted for this item * (including transfers):	\$															
Source of funding (name of fund) and account code number:																
FROM 008 – Anti Drug Sales Tax Fund; 4156 – Pros Comm/Crim/Drug Prevention; 56790 – Other Contractual Services	FROM ACCT \$24,000															
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 18924 9/15</p>															
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Gina Robinson, Chief of Operations 881-3369</p>															
REQUEST SUMMARY	<p>Requesting a Resolution authorizing the County Executive to enter into an agreement in the amount of \$24,000 with the City of Kansas City to provide funding for the salary and benefits of one Housing Inspector assigned the Jackson County DART Program. Contact person for the City of Kansas City is Deletta Dean, 415 East 12<sup>th</sup> Street, Kansas City, Missouri 64106.</p>															

	<p>The DART Program represents a multi-jurisdictional initiative that provides comprehensive enforcement services to Jackson County residents in an effort to identify and shut down drug houses. The City of Kansas City Neighborhoods and Housing Services Department will provide the Prosecutor's Office a Housing Inspector to assist and support the Jackson County DART Program. The inspector will conduct inspections for housing and various code violations on suspected drug houses and pursue enforcement proceedings. Attached is a complete overview of duties.</p> <p>Term of the agreement is 7/1/16 through 6/30/17. Monthly payments.</p> <p>Funding source is 008-4156-56790 (Other Contractual Services).</p>	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Budget, Duties	
REVIEW	Department Director: <i>Jean Peters Baker</i> Finance (Budget Approval): <i>[Signature]</i> <i>If applicable</i> Division Manager: <i>Mary Jane Brown</i> County Counselor's Office:	Date: <i>10/14/16</i> Date: <i>10/14/16</i> Date: <i>10/19/16</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 # \_\_\_\_\_
- X **Funds sufficient for this appropriation are available from the source indicated below.**

Account Number:	Account Title:	Amount Not to Exceed:
008-4156-56790	Anti Drug Sales Tax Fund – Pros Comm/Crim/Prevention - Other Contractual Services	\$24,000

- ☐ 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.

Date: October 14, 2016

Department / Division	Character/Description	Not to Exceed
<b>Anti-Drug Sales Tax Fund - 008</b>		
4156 - Pros Comm/Crim/Drug Prevention	56790 - Other Contractual Services	\$ 24,000
		\$ 24,000

## Budgeting

10/14/16

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

**A RESOLUTION** authorizing the Director of Finance and Purchasing to execute a six-month extension to the lease agreement with D. Varalli Enterprises, LLC d/b/a Towne Square Professional Building for the furnishing of office space, at a cost to the County not to exceed \$10,668.00 in 2016 and \$24,935.00 over the life of the lease.

**RESOLUTION NO.19291**, October 24, 2016

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, by Resolution 16733, dated October 6, 2008, the Legislature did authorize the execution of a lease with D. Varalli Enterprises, LLC, d/b/a Towne Square Professional Building, for the furnishing of office space for certain County operations; and,

WHEREAS, by Resolution 17201, dated March 8, 2010, Resolution 17625, dated July 11, 2011, Resolution 18007, dated October 29, 2014, and Resolution 18607, dated September 15, 2014, the Legislature did authorize addenda to the lease agreement for additional office space in the building and for an extension of the lease term; and,

WHEREAS, the County desires to extend the lease for an additional six-month period from October 14, 2016, through April 13, 2017, for the furnishing of office space for County operations, including the Office of Emergency Management, County Legislative Auditor, County Legislative Clerk, and legislative offices, at a cost to the County not to exceed \$10,667.86 in 2016 and \$24,935.00 over the life of the lease extension; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing is authorized to execute the attached Amendment to the Lease with D. Varalli Enterprises, LLC, d/b/a Towne Square Professional Building at a cost not to exceed \$10,668.00 in 2016; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the Lease, to the extent that sufficient appropriations are included in the then current 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. 19291 of October 24, 2016, was duly passed on \_\_\_\_\_, 2016 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 1208 56620  
ACCOUNT TITLE: General Fund  
Facilities Management  
Rent - Buildings  
NOT TO EXCEED: \$4,066.00

ACCOUNT NUMBER: 002 1222 56620  
ACCOUNT TITLE: Health Fund  
Emergency Preparedness  
Rent - Buildings  
NOT TO EXCEED: \$6,602.00

Funds for future years are subject to appropriation in the then current annual County Budget.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer



# REQUEST FOR LEGISLATIVE ACTION

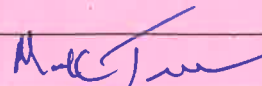
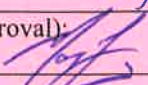
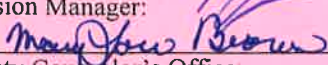
Completed by County Counselor's Office:

Res~~Ord~~ No.: 19291

Sponsor(s): Dennis Waits

Date: October 24, 2016

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A Resolution authorizing the Director of Finance and Purchasing to execute a six month extension to the lease agreement with Towne Square Professional Building, for the furnishing of office space at 201 W. Lexington, Independence MO, at a cost to the County not to exceed \$10,667.86 in 2016 and \$24,934.62 over the life of the lease.</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>\$10,667.86</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>\$10,667.86</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$10,667.86</td></tr><tr><td>Source of funding (name of fund) and account code number; FROM :</td><td>FROM ACCT</td></tr><tr><td>001-1208-56620</td><td>\$4,066.26</td></tr><tr><td>002-1222-56620</td><td>\$6601.60</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$10,667.86	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$10,667.86	Amount budgeted for this item * (including transfers):	\$10,667.86	Source of funding (name of fund) and account code number; FROM :	FROM ACCT	001-1208-56620	\$4,066.26	002-1222-56620	\$6601.60
Amount authorized by this legislation this fiscal year:	\$10,667.86														
Amount previously authorized this fiscal year:	\$														
Total amount authorized after this legislative action:	\$10,667.86														
Amount budgeted for this item * (including transfers):	\$10,667.86														
Source of funding (name of fund) and account code number; FROM :	FROM ACCT														
001-1208-56620	\$4,066.26														
002-1222-56620	\$6601.60														
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 18607-September 15, 2014; 18007-October 29,2012; 17625-July 11, 2011; 17201-March 8, 2010; 16733-October 6, 2008</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Mark Trosen, Deputy COO, ext. 11377</p>														
REQUEST SUMMARY	<p>Since 2008, the County has leased space in the Towne Square Professional Building at 201 W. Lexington in Independence, MO to provide office space for certain county operations including the Office of Emergency Management, County Legislative Auditor, County Legislative Clerk and Legislative offices. The County and Landlord have agreed to a six month lease extension at no increase in rent to the county.</p>														
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														

ATTACHMENTS	Office Lease Addendum	
REVIEW	Department Director: 	Date: 10/12/14
	Finance (Budget Approval): If applicable 	Date: 10/14/16
	Division Manager: 	Date: 10/19/16
	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.

**Fiscal Note:**

This expenditure was included in the Annual Budget.

PC#

Date: October 14, 2016

RES # 19291

[illegible]

## Budgeting

10/14/16

**Mark A. Trosen**

---

**From:** Phyllis Branstetter <Phyllis@pyciorco.com>  
**Sent:** Wednesday, October 12, 2016 4:24 PM  
**To:** Mark A. Trosen  
**Subject:** 6 month extension  
**Attachments:** 2016 to 2018 Lease Addendum R 18XXX.doc

Mark

Attached please find the Lease Addendum for 201 W Lexington. Per our telephone conversation, the Landlord is agreeable to a six month extension. Please have the addendum signed and return to me so I can have the Landlord sign it.

Also, I would be happy to send you the information that helps us determine rates for gross leases. Just let me know.

Thank you.

*Phyllis "Fid" Branstetter*  
*Customer Service Manager*  
*Licensed Real Estate Agent*

**PYCIOR CO LLC**

500 SW Market Street, Suite E

Lee's Summit, MO 64063

Cell: 816.564.7910

Office: 816.554.0375, ext. 312

Fax: 816.554.7112

[www.pyciorco.com](http://www.pyciorco.com)

**OFFICE LEASE ADDENDUM**

WHEREAS, D. Varalli Enterprises, LLC d/b/a Towne Square Professional Building, as Landlord, and Jackson County, Missouri, as Tenant, entered into an Office Lease Agreement dated October 9, 2008, for the following described premises: 201 W. Lexington (all rentable area on the second floor except the Northwest corner office area known as Suite 202 as shown in Exhibit A), Independence, Missouri; and,

WHEREAS, by Resolution 17201, dated March 8, 2010, the Jackson County Legislature did authorize the exercise of a first right of refusal to acquire the additional office space located at the Northwest corner of the second floor; and,

WHEREAS, by Resolution 17625, dated July 11, 2011, the Legislature did authorize a nineteen-month extension to the Lease Agreement from March 13, 2011, through October 14, 2012; and,

WHEREAS, by Resolution 18007, dated October 29, 2012, the Jackson County Legislature did authorize a twenty-four month extension to the lease agreement from October 14, 2012, through October 13, 2014; and,

WHEREAS, by Resolution 18607, dated September 15, 2014, the Jackson County Legislature did authorize a twenty-four month extension to the lease agreement from October 14, 2014, through October 13, 2016; and,

WHEREAS, said Landlord and Tenant wish to extend the Office Lease agreement in the manner and to the extent hereinafter set forth; now therefore,

EXCEPT as herein modified all of the remaining terms, covenants, and conditions of the Office Lease Agreement dated October 9, 2008, shall remain the same and are incorporated herein by reference along with this Addendum.

**BASIC PROVISIONS:**

1.3. "Premises": Approximately **4,551** square feet, (all rentable area on the second floor) known as Suite 200, of a portion of the building located at 201 W. Lexington in Independence, Missouri. The property presently is under a Chapter 353, RSMo., tax abatement.

1.4 "Tenant Percentage": Total rentable area in the above building is 18,762 square feet, and Tenant's proportionate share is 24.3 percent (known as Tenant's Percentage).

1.5 "Lease Term": Effective October 14, 2016, the lease term is to be extended as follows: a period of six (6) months commencing on October 14, 2016, (the "Commencement Date") and ending on April 13, 2017 (the "Expiration Date"), unless sooner terminated in accordance with the provisions of this Agreement. A Lease Term Year will run from the original commencement date in October 2016 to the next October.

1.6 "Base Rent": \$49,869.24 per year, payable in monthly installments in advance, due on or before the 15<sup>th</sup> day of each month, during the Lease Term according to the following schedule:

**October 14, 2016, through April 13, 2017, at the rate of \$10.96 per sq. ft. = \$4,155.77/mo.**

Month 1 (prorated) October 14<sup>th</sup> through 30<sup>th</sup> ----- \$2,356.32

Month 2 through 5 -----	\$4,155.77
Month 6 (prorated April 1 <sup>st</sup> through 13 <sup>th</sup> -----	\$1,799.45

Rent shall be paid to Landlord or the Agent of the Landlord at 308 W. Maple Suite 214, Independence, Missouri 64050, or at such other place, as Landlord shall designate.

IN WITNESS WHEREOF, Landlord and Tenant, acting herein by duly authorized individuals, have caused this instrument to be executed in three (3) originals, on the \_\_\_\_ day of \_\_\_\_\_ 2016.

TENANT: Jackson County, Missouri

LANDLORD: Towne Square Professional Building

By \_\_\_\_\_  
Q. Troy Thomas  
Finance & Purchasing Director

By \_\_\_\_\_  
Owner / Agent

Approved as to form:

ATTEST:

\_\_\_\_\_  
W. Stephen Nixon  
County Counselor

By \_\_\_\_\_  
Mary Jo Spino  
County Clerk

DATE: \_\_\_\_\_

### REVENUE CERTIFICATE

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

Funds for future years are subject to appropriation in the then current annual County Budget.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing  
Account No: 001-1208-56620 - \$  
002-1222-56620 - \$

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

**A RESOLUTION** awarding a contract for the furnishing of fencing for use by the Parks + Rec Department to Guier Fence Company of Blue Springs, MO at an actual cost to the County not to exceed \$24,389.00, under the terms and conditions of the City of Independence Contract No. 386-15, an existing government contract.

**RESOLUTION NO. 19292**, October 24, 2016

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a need for fencing to secure the perimeter of the new Fleming Park Maintenance Facility; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a contract for fencing materials and installation to Guier Fence Company of Blue Springs, MO, at an actual cost to the County not to exceed \$24,389.00, under the terms and conditions of the City of Independence Contract No. 386-15, an existing government contract; and,

WHEREAS, the Director of Finance and Purchasing recommends this purchase under the terms and conditions set forth in the City of Independence Contract, due to the volume discounts offered to large entities; now therefore,

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

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



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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

### Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19292 of October 24, 2016, was duly passed on \_\_\_\_\_, 2016 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: 003 5103 58020  
ACCOUNT TITLE: Park Fund  
Non-Departmental  
Buildings and Improvements  
NOT TO EXCEED: \$24,389.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer

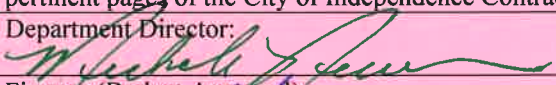
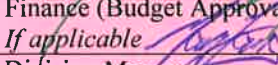
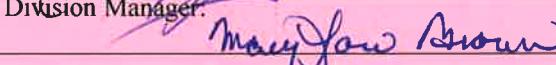
# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19292

Sponsor(s): Tony Miller

Date: Oct. 24, 2016

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the Purchase of Fencing Material for the Parks + Rec Department from Guier Fence Company of Blue Springs, MO under the terms and conditions set forth in the City of Independence Contract No. 386-15, 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>\$24,389.00</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>\$24,389.00</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><tr><td>003-5103-58020 Park Fund, Non-Departmental; Building and Improvements</td><td>\$24,389.00</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A</p>		Amount authorized by this legislation this fiscal year:	\$24,389.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$24,389.00	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		003-5103-58020 Park Fund, Non-Departmental; Building and Improvements	\$24,389.00
Amount authorized by this legislation this fiscal year:	\$24,389.00													
Amount previously authorized this fiscal year:														
Total amount authorized after this legislative action:	\$24,389.00													
Amount budgeted for this item * (including transfers):														
Source of funding (name of fund) and account code number:														
003-5103-58020 Park Fund, Non-Departmental; Building and Improvements	\$24,389.00													
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>													
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Jessica Johnson, Senior Buyer, 816-881-3465</p>													
REQUEST SUMMARY	<p>The Parks + Rec Department is requesting approval to purchase fencing material to install fence and gates to secure the perimeter for the new Fleming Park Maintenance Facility.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of fencing material for the Parks + Rec Department from Guier Fence Company of Blue Springs, MO under the terms and conditions of the City of Independence Contract No. 386-15, an existing government contract in the amount of \$24,389.00.</p> <p>The Director of Finance and Purchasing recommends the purchase be made under this contract due to the higher volume discounts offered to larger government entities and/or buying groups.</p>													
CLEARANCE	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>													
ATTACHMENTS	<p>A Memorandum from John Johnson of the Parks + Rec Department; the quote from Guier Fence Company, the pertinent pages of the City of Independence Contract.</p>													
REVIEW	Department Director: 	Date: 10-10-16												
	Finance (Budget Approval): If applicable 	Date: 10/11/16												
	Division Manager: 	Date: 10/19/16												

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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





**JACKSON COUNTY**  
**Parks + Rec**

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

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

October 7, 2016

**MEMO**

**TO:** Jessica Johnson, Purchasing

**FROM:** John L. Johnson, Park Operations

**RE:** Fleming Park Maintenance Facility Fencing

**Background:**

- Guier Fence has provided the Parks + Rec Department with a quote totaling \$24,389, which includes the base quote of \$23,789, plus a \$600 allowance should rock be present during installation. The work will provide secure perimeter fencing for the new Fleming Park Maintenance Facility (scheduled to be operational in Spring, 2017).
- Pricing is based upon the City of Independence Notice of Award with Guier fence.
- Fence materials and labor will be funded from budget number : 003-5103-8020

Thank you!



*Frank White, Jr., County Executive*



Guier Fence Co.  
2501B NW Jefferson St.  
Blue Springs, MO 64015-7262  
(816) 229-2047 Fax (816) 229-7483  
[www.guierfence.com](http://www.guierfence.com)  
E-mail [jshewmaker@guierfence.com](mailto:jshewmaker@guierfence.com)

## **PROJECT QUOTATION**

**Date: 9-29-2016**

Company: **Jackson County Parks and Rec**

Project Perimeter Fence and Gates

Attn: **Chris Jenkins**

Phone: 816-810-1008

Fax:

Cell:

E-mail: [cjenkins@jacksongov.org](mailto:cjenkins@jacksongov.org)

Thank you for the opportunity to bid on your project.

**Guier Fence Co.** proposes to furnish standard labor and materials for the above referenced projects according to the specifications below:

Scope of work: Install 940' of 6' tall 9ga. galvanized chain link with 3 strands of barbwire at the top. All corners and gate posts will be braced and trussed. All posts will be set in 3000# concrete.

All posts will be CS40, gate posts and corner posts will be 3" line posts will be 2.5". Top rail and bracing will be 1-5/8".

Includes 2-12' double drive gates.

Reference to the price agreement with the city of Independence Fencing Materials and Installation 386-15

Total Price: \$23,789.00

- **NOTE: Prevailing Wage Tax Exempt**
- If we hit rock there will be a \$20.00 charge per hole.

Guier Fence Company has been in business since 1979 and uses only profession installation crews and prime materials. Guier Fence Company Co. is bonded and fully insured, with a certificate of insurance available upon request. WOSB, EDWOSB, and WBE in progress.

Acceptance Signature X \_\_\_\_\_

Respectfully submitted,

Jeff Shewmaker

Guier Fence Company

Commercial Sales

Mobile: 816-564-6785

Email: [jshewmaker@guierfence.com](mailto:jshewmaker@guierfence.com)



This bid is not binding on Guier Fence Co. until a signed original copy of this bid is submitted to Guier Fence Co. The prices and terms herein are guaranteed for a period of 30 days from the date of acceptance of the bid. After 30 days, prices are subject to increase without notice due to fluctuations in market pricing. Pricing will be increased at the sole discretion of Guier Fence Co. Materials may be ordered and paid in full to avoid a price increase. Guier Fence Co. must be paid upon delivery and placed at a secure storage area of your choice to await installation. Guier Fence Co. is not responsible for material damage or loss, not caused by Guier Fence Co., purchased in advance of the installation of your project.

Failure to pay invoice within 30 days of job completion, will result in a 1.5% (18% per annum) interest charge, or the maximum interest allowed on the remaining balance applied by law. Purchaser hereby agrees to reimburse Guier Fence Co. for any attempt to collect a debt from purchaser regarding this job, including but not limited to fees paid to debt collector and/or attorney's fees.

If you have any questions or concerns, please do not hesitate to contact the undersigned representative of Guier Fence Co. Again, we appreciate the opportunity to bid on your project, and look forward to doing business with you in the future.



**CITY OF INDEPENDENCE, MISSOURI**  
**RENEWAL OF PRICE AGREEMENT**  
**Fencing Materials and Installation 386-15**

**Date:** February 8, 2016

**Phone:** 816-229-2047

**Cell:** 816-564-6785

**Vendor:** 20153

Guier Fence Company  
 2501B NW Jefferson  
 Blue Springs, MO 64015

**Fax:** 816-229-7483

**E-Mail:** jshewmaker@guierfence.com

**Contact:** Jeff Shewmaker

**Price Agreement Period:** 4/1/2016 — 3/31/2017

**Renewal Options:** One, one-year options remain.

**Status of Certificates:** *Please remember to keep your certificates current*

**Insurance** Valid through January 31, 2017

**Occupation License** Valid through April 30, 2016

**Special Conditions:**

1. The requirements set forth in Missouri Prevailing Wage Order 22 (January 22, 2016) will be in effect during this time period of the agreement.
2. A 100 percent performance/maintenance/payment bond (for projects over \$2,500) and the City's standard Public Improvements contract must be executed prior to the start of work for each project assigned under this agreement.

---

**Tom Conrow, Procurement Specialist, (816) 325-7092**

2016.02.10 09:04:22 -06'00'

---

**Russell M. Pankey, Purchasing Manager**  
**Finance Department, Purchasing Division**

**Using Departments:** All  
 File



**CITY OF INDEPENDENCE, MISSOURI**  
**RENEWAL OF PRICE AGREEMENT**  
**Fencing Materials and Installation 386-15**

**Group 1-1.1 - 48", 2 ounce w/ bottom tension wire**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$16.00	1	\$16.00

**Group 1-1.2 - 72", 2 ounce w/bottom tension wire**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$23.90	1	\$23.90

**Group 1-1.3 - 72", 2 ounce w/ bottom rail**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$30.26	1	\$30.26

**Group 1-1.4 - 96", 2 ounce w/bottom tension wire**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$31.20	1	\$31.20

**Group 1-1.5 - 96", 2 ounce w/bottom rail**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$37.30	1	\$37.30

**Group 1-1.6 - 120" 2 ounce w/bottom tension wire**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$42.00	1	\$42.00

**Group 1-1.7 - 120", 2 ounce w/bottom and middle rail**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$53.00	1	\$53.00

**Group 1-1.8 - 144", 2 ounce w/bottom tension wire and middle rail**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$56.20	1	\$56.20

**Group 1-1.9 - 144", 2 ounce w/middle and bottom rail**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$61.20	1	\$61.20

**Group 2-1.10 - 48", 8 gauge (0.145 core) w/bottom tension wire**

Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$22.00	1	\$22.00





# **CITY OF INDEPENDENCE, MISSOURI**

## **RENEWAL OF PRICE AGREEMENT**

### **Fencing Materials and Installation 386-15**

**Group 2-1.11 - 48", 8 gauge (0.145 core) w/bottom rail**

Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$31.00	1	\$31.00

**Group 2-1.12 - 72", 8 gauge (0.145 core) w/bottom tension wire**

Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$31.90	1	\$31.90

**Group 2-1.13 - 72", 8 gauge (0.145 core) w/bottom rail**

Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$38.50	1	\$38.50

**Group 2-1.14 - 96", 8 gauge (0.145 core) w/bottom tension wire**

Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$39.90	1	\$39.90

**Group 2-1.15 - 96", 8 gauge (0.145 core) w/bottom tension rail**

Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$46.50	1	\$46.50

**Group 2-1.16 - 120", 8 gauge (0.145 core) w/bottom tension wire**

Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$49.00	1	\$49.00

**Group 2-1.17 - 120", 8 gauge (0.145 core) w/bottom and middle tension wire**

Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$56.00	1	\$56.00

**Group 2-1.18 - 120", 8 gauge (0.145 core) w/ middle and bottom rail**

Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$63.30	1	\$63.30

**Group 2-1.19 - 144", 8 gauge (0.145 core) w/middle rail and bottom tension wire**

Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$76.34	1	\$76.34

**Group 2-1.20 - 144", 8 gauge (0.145 core) w/middle rail and bottom rail**

Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$81.50	1	\$81.50



# **CITY OF INDEPENDENCE, MISSOURI**

## **RENEWAL OF PRICE AGREEMENT**

### **Fencing Materials and Installation 386-15**

#### **Group 3-1.21 - Backstop w/sideline wings**

Galvanized chain link

Unit Price	Qty.	Total
\$24,418.00	1	\$24,418.00

#### **Group 4-1.22 - Backstop w/sideline wings**

Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$32,789.00	1	\$32,789.00

#### **Group 5-1.23 - 48" tall x 48" wide, 2 ounce single swing gate**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$650.00	1	\$650.00

#### **Group 5-1.24 - 48" tall x 144" wide, 2 ounce double swing gate**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$1,200.00	1	\$1,200.00

#### **Group 5-1.25 - 72" tall x 48" wide 2 ounce single swing gate**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$750.00	1	\$750.00

#### **Group 5-1.26 - 72' tall x 144" 2 ounce double swing gate**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$1,478.00	1	\$1,478.00

#### **Group 5-1.27 - 96" tall x 48" wide 2 ounce single swing gate**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$805.00	1	\$805.00

#### **Group 5-1.28 - 96" tall x 144" wide 2 ounce double swing gate**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$1,500.00	1	\$1,500.00

#### **Group 5-1.29 - 120" tall x 48" wide 2 ounce single swing gate**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$820.00	1	\$820.00

#### **Group 5-1.30 - 120" tall x 144" wide 2 ounce double swing gate**

Galvanized Chain link fence

Unit Price	Qty.	Total
\$1,680.00	1	\$1,680.00



## CITY OF INDEPENDENCE, MISSOURI RENEWAL OF PRICE AGREEMENT Fencing Materials and Installation 386-15

**Group 5-1.31 - 144" tall x 48" wide 2 ounce single swing gate**  
Galvanized Chain link fence

Unit Price	Qty.	Total
\$1,190.00	1	\$1,190.00

**Group 5-1.32 - 144" tall x 144" wide 2 ounce double swing gate**  
Galvanized Chain link fence

Unit Price	Qty.	Total
\$1,890.00	1	\$1,890.00

**Group 6-1.33 - 48" tall x 48" wide, 8 gauge (0.145 core) single swing gate**  
Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$823.00	1	\$823.00

**Group 6-1.34 - 48" tall x 144" wide, 8 gauge (0.145 core) double swing gate**  
Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$1,600.00	1	\$1,600.00

**Group 6-1.35 - 72" tall x 48" wide, 8 gauge (0.145 core) single swing gate**  
Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$1,098.00	1	\$1,098.00

**Group 6-1.36 - 72" tall x 144" wide, 8 gauge (0.145 core) double swing gate**  
Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$1,798.00	1	\$1,798.00

**Group 6-1.37 - 96" tall x 48" wide, 8 gauge (0.145 core) single swing gate**  
Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$1,198.00	1	\$1,198.00

**Group 6-1.38 - 96" tall x 144" wide, 8 gauge (0.145 core) double swing gate**  
Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$2,200.00	1	\$2,200.00

**Group 6-1.39 - 120" tall x 48" wide, 8 gauge (0.145 core) single swing gate**  
Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$1,275.00	1	\$1,275.00

**Group 6-1.40 - 120" tall x 144" wide, 8 gauge (0.145 core) double swing gate**  
Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$2,450.00	1	\$2,450.00



**CITY OF INDEPENDENCE, MISSOURI**  
**RENEWAL OF PRICE AGREEMENT**  
**Fencing Materials and Installation 386-15**

**Group 6-1.41 - 144" tall x 48" wide, 8 gauge (0.145 core) single swing gate**  
Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$1,500.00	1	\$1,500.00

**Group 6-1.42 - 144" tall x 144" wide, 8 gauge (0.145 core) double swing gate**  
Fuse bond vinyl chain link fence

Unit Price	Qty.	Total
\$4,600.00	1	\$4,600.00

**Group 7-1.43 - single swing up to 15' span opening**  
Galvanized Pipe Gate

Unit Price	Qty.	Total
\$175.00	1	\$175.00

**Group 7-1.44 - double swing 15+ span opening**  
Galvanized Pipe Gate

Unit Price	Qty.	Total
\$175.00	1	\$175.00

**Group 8-1.45 - two rail fence**  
Copperwood Fence

Unit Price	Qty.	Total
\$14.50	1	\$14.50

**Group 9-1.46 - Cedar picket**  
Privacy Fence

Unit Price	Qty.	Total
\$25.50	1	\$25.50

**Group 9-1.47 - Cedar picket shadowbox**  
Privacy Fence

Unit Price	Qty.	Total
\$26.50	1	\$26.50

**1.48 - Renewal Option 1, enter "1" for yes or "2" for no**

1 Yes

Notes: Could increase 5% to 7%

**1.49 - Renewal Option 2, enter "1" for yes or "2" for no**

1 Yes

Notes: Could increase 5% to 7%



**CITY OF INDEPENDENCE, MISSOURI**  
**RENEWAL OF PRICE AGREEMENT**  
**Fencing Materials and Installation 386-15**

**COST ADJUSTMENTS**

Prices quoted shall be firm for the initial contract term (one year). Thereafter, any extensions which may be approved by the City shall be subject to the following:

Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U. S. Department of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest index published and available prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City's Purchasing Manager at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension. DO NOT SEND THESE COMMUNICATIONS TO A DEPARTMENT.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

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

**A RESOLUTION** awarding a twelve-month term and supply contract for the furnishing of on-line legal publications and legal research services for use by the Prosecuting Attorney's Office, the County Counselor's Office, and the Medical Examiner to Lexis Nexis of Dayton, OH, as a sole source purchase.

**RESOLUTION NO. 19293**, October 24, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased can be obtained from only one source; and,

WHEREAS, section 1030.1 also requires notification of and approval by the Legislature on such sole source purchases exceeding \$25,000.00; and,

WHEREAS, the Director of Finance and Purchasing recommends a contract with Lexis Nexis of Dayton, OH, for the furnishing of on-line legal publications and legal research services for use by the Prosecuting Attorney's Office, the County Counselor's Office, and the Medical Examiner's Office; and,

WHEREAS, the Director of Finance and Purchasing further recommends that he not take competitive bids with regard to said contract for the reason that Lexis Nexis is the only supplier of its proprietary on-line legal publications and legal research services,

services best meet the needs of the user agencies; and,

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

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

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies 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. 19293 of October 24, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer



# REQUEST FOR LEGISLATIVE ACTION


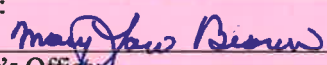
Completed by County Counselor's Office:

Res/Ord No.: 19293

Sponsor(s): Alfred Jordan

Date: Oct. 24, 2016

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract for the furnishing of Legal Research Services to Lexis Nexis of Dayton, Ohio for use by the County Counselor's Office, Prosecuting Attorney's Office and the Medical Examiner's Office as a Sole Source.</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:</p> <table> <tr> <td>Department:</td><td>Estimated Use:</td></tr> <tr> <td>County Counselor's Office</td><td>\$22,500.00</td></tr> <tr> <td>Prosecuting Attorney's Office</td><td>\$15,100.00</td></tr> <tr> <td>Medical Examiner's Office</td><td>\$ 1,300.00</td></tr> <tr> <td>Total</td><td>\$38,900.00</td></tr> </table> <p>This RLA only approved the term and supply contract; the funds were already appropriated through the annual budget adoption. Figures included in the background section are for informational purposed to provide an estimate of the contract value.</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:		Department:	Estimated Use:	County Counselor's Office	\$22,500.00	Prosecuting Attorney's Office	\$15,100.00	Medical Examiner's Office	\$ 1,300.00	Total	\$38,900.00
Amount authorized by this legislation this fiscal year:																					
Amount previously authorized this fiscal year:																					
Total amount authorized after this legislative action:																					
Amount budgeted for this item * (including transfers):																					
Source of funding (name of fund) and account code number:																					
Department:	Estimated Use:																				
County Counselor's Office	\$22,500.00																				
Prosecuting Attorney's Office	\$15,100.00																				
Medical Examiner's Office	\$ 1,300.00																				
Total	\$38,900.00																				
PRIOR LEGISLATION	<p>Prior ordinances and (date):          Prior resolutions and (date): 18241, August 12, 2013</p>																				
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>																				
REQUEST SUMMARY	<p>The Counselor's Office, the Prosecuting Attorney's Office and the Medical Examiner's Office all require a term and supply contract for Legal Research Services. Research by all departments has determined there is no other vendor currently providing these services.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract for the furnishing of Legal Research Services to Lexis Nexis of Dayton, Ohio for use by the County Counselor's Office, the Prosecuting Attorney's Office and the Medical Examiner's Office as a Sole Source purchase.</p> <p>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.</p>																				
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																				

ATTACHMENTS	A copy of the Lexis Nexis Contract	
REVIEW	Department Director: 	Date: 10/12/16
	Finance (Budget Approval): If applicable N/A	Date:
	Division Manager: 	Date: 10/19/16
	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.



LexisNexis®

Lexis Advance® Subscription Agreement for State/Local  
Government  
(New Subscriber Version)

**"Subscriber" Name:** Jackson County Counselor and Prosecutor

**Account Number:** 1000058H2

**"LN":** LexisNexis, a division of Reed Elsevier Inc.

### 1. Subscription Agreement

LexisNexis, a division of Reed Elsevier Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis Advance® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <http://www.lexisnexis.com/terms/LACommercial2>.

### 2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	<b>50</b>
---	-----------

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

(ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

### 3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination. Upon the expiration of the Committed Term, all access to and use of Lexis Advance by Subscriber will be billed in accordance with the applicable then-current Price Schedule.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	50
City Attorney Premium	1011966	50
Prosecutor Premium	1011969	50
Missouri Practice Library	1011549	9

☐ See attached Rider No. 1 for additional Content & Features

3.2 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
09/01/2013-04/30/2014	\$287
05/01/2014-08/30/2014 <i>8-31-14 WSN</i>	\$297
09/01/2014-08/30/2015 <i>8-31-15 WSN</i>	\$2972.00
09/01/2015-08/30/2016 <i>8-31-16 WSN</i>	\$3061.16
09/01/2016-08/30/2017 <i>8-31-17 WSN</i>	\$3152.99

3.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

**Subscriber elects access to the Alternate Materials**

(initial)

3.4 Use of Lexis Advance under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

**4. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 04/21/2014.

**5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

**6. Support and Training**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Mandatory basic training in the use of Lexis Advance by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

#### 7. Miscellaneous

This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis Advance or by signing below.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

AGREED TO AND ACCEPTED BY:

<b>Subscriber: Jackson County Counselor and Prosecutor</b>	
[MUST BE COMPLETED BY SUBSCRIBER]	
<b>Authorized Subscriber Signature:</b>	<i>W. Stephen Nixon</i>
<b>Printed Name:</b>	W. STEPHEN NIXON
<b>Job Title:</b>	COUNTY COUNSELOR
<b>Date:</b>	4/4/2014

LexisNexis, a division of Reed Elsevier Inc.

[COMPLETED BY LEXISNEXIS]	
<b>Authorized Signature:</b>	
<b>Name:</b>	
<b>Job Title:</b>	
<b>Date:</b>	

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Jackson County Counselors and Prosecutors	
	Physical Address	Invoice Address
Street Address:	415 E. 12th Street suite 200	
City:	Kansas City	
State:	Missouri	
Zip:	64106	
County:	Jackson	
Telephone:	816-881-3125	
Fax:		
Parent Company: (if applicable)		

**Type of Organization:**

☐ Legislative

Judicial

**Executive**

Professional User.

**Practicing Area of Law:**

**Support Staff:**

Employer Identification Number:

**Bar No:**

**Issuing State:**

**Date Issued/Expiration Date:**

**Organization Web Address:**

**Tax Exempt:** ☐ Yes (attach Sales Tax Exemption Certificate)

MSA: ☐ Yes ☐ No☐ No

Tax ID No:

**State Contract No:**  
(If applicable)

PO No:  
(If applicable)

**Contacts:**

Name

**Telephone****Email**

### Installation:

**Billing:**

**Sue Akers**

**816-881-1569**

**kakers@jacksongov.org**

**Policy/Legal Notification:**

**Scheduling/Training:**

Name

**Telephone**

**Super Admin:**

## Sue Akers

**816-881-1569**

Email

**IP Address**

**kakers@jacksongov.org**

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/> )	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
Already on file			



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

**A RESOLUTION** authorizing the County Executive to execute an Amendment to the Agreement for Medical Examiner services with the State of Missouri, for compensation payable to Jackson County.

**RESOLUTION NO. 19294**, October 24, 2016

**INTRODUCED BY** Scott Burnett, County Legislator

WHEREAS, by Resolution 18602, dated September 15, 2014, the Legislature did authorize an Agreement with the Missouri Department of Social Services for the furnishing of child autopsies and associated services on an as-needed basis by the Jackson County Medical Examiner's Office, for compensation payable to Jackson County; and,

WHEREAS, by Resolution 19123, dated April 11, 2016, the Legislature authorized the extension of this Agreement for an additional twelve-month period; and,

WHEREAS, the Missouri Department of Social Services has requested an Amendment to the Agreement to reflect the appointment of Dr. Lindsey Haldiman as Deputy Chief Medical Examiner of Jackson County, as an authorized pathologist under this Agreement; and,

WHEREAS, Dr. Haldiman is fully qualified, ready, and willing to provide pathology and associated services to the State of Missouri; and,

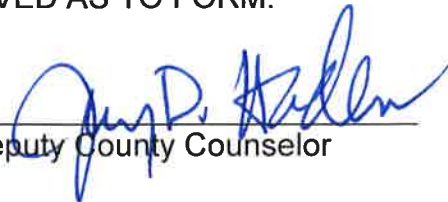
WHEREAS, the attached Amendment to the Agreement with the State adequately sets out the rights and obligations of each party related to these as-needed medical examiner

services; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute on behalf of the County an Amendment to the Agreement with the Missouri Department of Social Services for as-needed autopsy services, for compensation payable to the 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. 19294 of October 24, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

  
\_\_\_\_\_  
Date

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

## REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19294

Sponsor(s): Scott Burnett

Date: Oct. 24, 2016

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance  Project/Title: Authorizing the County Executive to execute an addendum to the Agreement for Medical Examiner services with the State of Missouri, compensation payable to Jackson County.										
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>\$0.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0.00</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$0.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$0.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number; TO:</td><td>\$0.00  TO ACCT</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:  <input checked="" type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:              Department:                      Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$          Prior Year Actual Amount Spent (if applicable): \$</p>	Amount authorized by this legislation this fiscal year:	\$0.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item * (including transfers):	\$0.00	Source of funding (name of fund) and account code number; TO:	\$0.00  TO ACCT
Amount authorized by this legislation this fiscal year:	\$0.00										
Amount previously authorized this fiscal year:	\$0.00										
Total amount authorized after this legislative action:	\$0.00										
Amount budgeted for this item * (including transfers):	\$0.00										
Source of funding (name of fund) and account code number; TO:	\$0.00  TO ACCT										
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): 18602, September 15, 2014 <i>and 19123, Apr. 11, 2016</i>										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Diane C. Peterson, MD., Chief Medical Examiner (816) 881-6600										
REQUEST SUMMARY	The Missouri Department of Social Services is requesting an amendment to its 2016-2017 agreement to update the previously authorized Agreement to include additional Deputy Medical Examiner, Dr. Lindsey Haldiman, as an authorized pathologist.										
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)										
ATTACHMENTS	Contract for Services Agreement Res. 18602 Amendment to the 2015-2016 autopsy provider agreement 2016-2017 Autopsy provider Agreement Addendum addition of Pathologist										
REVIEW	Department Director: <i>Diane Peterson</i> Date: <i>10/11/2016</i>										
	Finance (Budget Approval): <i>Mary Jane Brown</i> Date:										
	Division Manager: <i>Mary Jane Brown</i> Date: <i>10/19/16</i>										
	County Counselor's Office: Date:										

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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



**State of Missouri  
Department of Social Services  
Contract Amendment**

*Contract Description:*  
**Medical Consulting: Autopsy Services**  
*Amendment Description:*  
**Addition of Pathologist**

**Contract #: AOC15380111**

**Amendment # 005**

**Effective Date: July 1, 2016**

**Contractor Information:**

Contractor Name: **County of Jackson Medical Examiner's Office**  
Mailing Address: **950 East 21<sup>st</sup> Street**  
City, State Zip: **Kansas City, MO. 64108**

The above referenced contract between County of Jackson Medical Examiner's Office and the Department of Social Services is hereby amended as follows:

1. Section 3.6 has been amended to add Lindsey Haldiman, DO, License # 2014032506.
2. This amendment shall be effective July 1, 2016. All other terms and conditions shall remain unchanged.

~~~~~  
***In witness thereof, the parties below hereby execute this agreement.***

\_\_\_\_\_  
Authorized Signature for the Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature for the Department of Social Services

\_\_\_\_\_  
Date

**Exhibit # 3:****Confidentiality Statement****POLICY:**

Records and information gathered directly or indirectly which are related to personnel or clients of the State Technical Assistance Team, or clients of any agency contracted with by the Team are confidential and shall be released or revealed only to authorized persons as provided for by law, or with the written consent of that person.

**GENERAL INFORMATION**

Federal regulatory and state statutory requirements have been established to protect individuals who have dealings with the government from the indiscriminate disclosure of information regarding their life, problems, finances, etc. Some of those requirements are set out in very general terms; i.e., Section 208.120, RSMo (2000) prohibits all officers and employees of the State of Missouri from disclosing any information obtained by them in the discharge of their official duties relative to the identity of applicants for, or recipients of, benefits except in limited circumstances including purposes directly connected with the administration of public assistance. Other confidentiality provisions, such as Section 198.070.7 and 198.032, RSMo (2000) and Chapter 210, RSMo are more specific.

Confidentiality requirements can be violated inadvertently in many ways, and staff at all levels should constantly be alert for possible breaches of confidentiality. A violation of confidentiality may occur, for instance, when personnel discuss aspects of a client's record in a setting where persons not directly involved may overhear. When correspondence and records containing confidential information are being used in or out of the office, they should be protected as much as possible from view by an unauthorized person.

Workers shall clear with supervisors before sharing any information with anyone other than those directly involved with the situation. Telephone inquiries about clients or personnel should be handled with caution as there is no sure way of knowing who is calling and why. Such calls should be referred to the appropriate section; i.e., Personnel or the professional staff person connected with the case.

While there are specific types of information that are protected by law from disclosure, any other non-protected information is a "public record" covered by the state "Sunshine Law." Refer to Section 610.010 to 620.030, RSMo 2000 for additional information. There are some Unit records which are public records, but which contain names or information which must be redacted before allowing public access, such as complaint investigation reports, which contain the name or names of individual residents in a facility or names of persons, named in a complaint filed pursuant to Section 198.070, RSMo (2000).

If it is necessary to violate any aspect of a person's right to confidentiality at any time in order to protect either the individual or the health and safety of others, staff must document not only to whom information is given, but also reasons, and contact/clearance with supervisory staff.

I certify that I have read, understand, and will abide by the State Technical Assistance Team's Confidentiality Policy.

10/5/11  
Date

Lindsey Hadden Do  
Signature

Return to: State Technical Assistance Team  
PO Box 208  
Jefferson City, Missouri 65102-0208  
573-751-5980 or 800-487-1626

## EXHIBIT # 4

## CHILD PATHOLOGIST CERTIFICATION APPLICATION



MISSOURI DEPARTMENT OF SOCIAL SERVICES  
CHILD FATALITY REVIEW PROGRAM

## CHILD PATHOLOGIST CERTIFICATION APPLICATION

Full Name: Lindsey Jo Haldiman

Professional Mailing Address: 950 E 21<sup>st</sup> St

City: Kansas City State: MO Zip: 64108

Business Phone: 816-881-1600 Alternate Phone: (cell) 616-525-4131

Names of Family Members Employed by Missouri Department of Social Services:

None

Place of Birth - City: St. Joseph State: MO Zip: 64506

Date of Birth: 10/17/1981

Medical School: Kansas City Univ. of Med. & Biosciences Year Degree Earned: 2011

Medical License Number: 2014032506 State: MO Year Received: 2015

Specialty: Forensic Anatomic Pathology

Area of Certification: Anatomic Pathology

Hospital Affiliation(s): None

Taxpayer ID Number: [REDACTED]

I authorize Missouri Department of Social Services to verify licensing information.

Signed: Lindsey Haldiman DO

Please attach copies of the following:

Professional License  
Board Certification  
Curriculum Vitae



# The American Board of Pathology

Herewith affirms that

Lindsay Haldiman, B.O.

Has pursued an accepted course of graduate study and clinical work and has demonstrated proficiency to the satisfaction of the Board of Trustees.

Therefore, on this twelfth day of November, 2015.

The American Board of Pathology

grants this certificate and declares the above physician to be a Diplomate and certified in

Pathology - Anatomic

Attest: Secretary of the American Board of Pathology

James R. Stille  
Sharon Hume

Kevin Kane  
Dore A. Avery

[Signature]

[Signature]

*State of Missouri*

*Division of Professional Registration*  
Physician and Surgeon

VALID THROUGH JANUARY 31, 2017  
ORIGINAL CERTIFICATE/LICENSE NO. 2014032506  
LINDSEY JO HALDIMAN, DO  
950 E 21ST ST  
KANSAS CITY MO 64108  
USA

LINDSEY JO HALDIMAN, DO  
5305 N TRACY AVE  
KANSAS CITY MO 64118  
USA

*State of Missouri*

*Department of Insurance, Financial Institutions and Professional Registration*  
*Division of Professional Registration*  
**Missouri State Board of Registration for the Healing Arts**  
**Physician and Surgeon**

VALID THROUGH JANUARY 31, 2017  
ORIGINAL CERTIFICATE/LICENSE NO. 2014032506

LINDSEY JO HALDIMAN, DO  
950 E 21ST ST  
KANSAS CITY MO 64108  
USA

*Carmie Clarkston*  
EXECUTIVE DIRECTOR

*[Signature]*  
DIVISION DIRECTOR

# Missouri Division of Professional Registration

[PR Home \(/\)](#)

## Detail

### Primary Source Verification

The licensee search function of this website provides data extracted from our database and constitutes a Primary Source Verification.

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Licensee Name:</b>             | Haldiman, Lindsey Jo                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Profession Name:</b>           | Osteopathy Phys & Surgeon                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Licensee Number:</b>           | 2014032506                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Expiration Date:</b>           | 1/31/2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Original Issue Date:</b>       | 9/11/2014                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Primary Business Address:</b>  | 950 E 21st St                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Address Con't:</b>             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>City, State Zip:</b>           | Kansas City, MO 64108                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>County:</b>                    | Jackson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Other Business Addresses:</b>  | <a href="#">View addresses (licensee-search-detail-branch.asp?passkey=2464109)</a>                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Board Certification:</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                   | Board certification is provided by the licensee. It has not been verified by the Board of Registration for the Healing Arts. To verify visit ABMS ( <a href="http://www.abms.org/About_ABMS/member_boards.aspx">http://www.abms.org/About_ABMS/member_boards.aspx</a> ) and AOA ( <a href="http://www.osteopathic.org/osteopathic-health/about-dos/do-certification/Pages/default.aspx">http://www.osteopathic.org/osteopathic-health/about-dos/do-certification/Pages/default.aspx</a> ). |
| <b>Professional School:</b>       | Kansas City Univ. of Medicine and Biosciences                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Other Actions:</b>             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Current Discipline Status:</b> | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

**Lindsey Haldiman, D.O.**

2910 SW 11<sup>th</sup> Street, Lee's Summit, MO 64081  
(660) 525-4631; ljhaldiman@gmail.com

**LICENSURE AND CERTIFICATIONS**

Certified in Anatomic Pathology, American Board of Pathology, October 2015 – Present

Missouri State Medical License

**EDUCATION/MEDICAL TRAINING**

**Forensic Pathology Fellowship**

Jackson County Medical Examiner's Office  
Kansas City, Missouri

July 2015 – June 2016

**Anatomic/Clinical Pathology Residency**

University of Missouri Kansas City School of Medicine  
Kansas City, Missouri

July 2011 – June 2015

**Doctor of Osteopathic Medicine**

Kansas City University of Medicine and Biosciences  
Kansas City, Missouri

August 2007 – May 2011

**Bachelor of Science – Biology**

Minor Chemistry  
Magna Cum Laude  
Southwest Missouri State University  
Springfield, Missouri

August 2000 – May 2004

**PROFESSIONAL EXPERIENCE**

**Deputy Medical Examiner**

Jackson County Medical Examiner's Office  
Kansas City, Missouri

July 2016 – Current

**Veterinary Assistant**

Hometown Veterinary Hospital  
Springfield, Missouri

July 2004 – May 2007

**PUBLICATIONS/POSTER PRESENTATIONS****Publications**

Improving Appropriateness of Blood Utilization through Prospective Review of Requests for Blood Products: The Role of Pathology Residents as Consultants. Lindsey Haldiman, D.O.; Hamid Zia, M.D.; Gurmukh Singh, M.D., Ph.D., M.B.A. (In press: Laboratory Medicine 2014, Summer; 45(3):264-71).

Feasibility and Usefulness of Troponin I Testing in Insurance Medicine. Lindsey Haldiman, D.O.; Gurmukh Singh, M.D., Ph.D., M.B.A.; R. Cody Wiemholt; (In Press: Journal of Insurance Medicine 2014; 44:184-8).

**Poster Presentations**

A Case of Suicide Using Diphenhydramine. Accepted to National Association of Medical Examiners annual meeting. Minneapolis, MN, September 2016; Andrea Ho, MD; Lindsey Haldiman, DO; Robert Pietak, MD; Marius Tarau, MD; Clinton Frazee III, MBA, NRCC-TC; Uttam Garg, PhD, DABFT, DABCC; Diane Peterson, MD.

Maspin Expression of Pancreatic Inflammation in an Obese Strain of Mice. Submitted to Experimental Biology National Conference. Boston, MA, March 2015; Lindsey Haldiman, DO; Alexey Glazyrin, MD, PhD; Betty Herndon, PhD; Devika Kapuria, MD; Agostino Molteni, MD, PhD.

Improving Appropriateness of Blood Utilization through Prospective Review of Requests for Blood Products: The Role of Pathology Residents as Consultants Poster Presentation. UMKC Quality and Patient Safety Day. Kansas City, MO, April 2014. Hamid Zia, MD; Lindsey Haldiman, DO.; Gurmukh Singh, MD, PhD, MBA

Improving Appropriateness of Blood Utilization through Prospective Review of Requests for Blood Products: The Role of Pathology Residents as Consultants Poster Presentation. AABB Annual Conference 2013. Denver, CO, October 2013. Hamid Zia, MD; Lindsey Haldiman, DO; Gurmukh Singh, MD, PhD, MBA.

Heat Related Death Statistics. National Association of Medical Examiners Conference. Milwaukee, WI, October 2013; Lindsey Haldiman, DO; Diane Peterson, MD; Bill Snook, MS; Catherine Satterwhite, PhD, MSPH, MPH.

Infant Death and Sleep Environment. National Association of Medical Examiners Conference. Seattle, WA, August 2011; Mary H. Dudley, M.D., Tom Hensley, F-ABMDI, Jinwen Cai, Ph.D., Gerald L. Hoff, Ph.D., Jason M. Edwards, Ph.D., Lindsey Haldiman, D.O.

**APPOINTMENTS/ACHIEVEMENTS**

Chief Pathology Resident, University of Missouri-Kansas City School of Medicine. Kansas City, MO; July 2014-June 2015.

Winner of the John Smialek Best Resident Poster, National Association of Medical Examiners Conference, October 2013.

College of American Pathologists Site Inspector, January 2012

President of the Missouri Osteopathic Student Association, 2010 – 2011

Torch Award Recipient for community service – 2009

**MEMBERSHIPS**

|                |                                                 |
|----------------|-------------------------------------------------|
| 2015 – Present | United States and Canadian Academy of Pathology |
| 2013 – Present | National Association of Medical Examiners       |
| 2011 – Present | College of American Pathologists                |
| 2011 – Present | Kansas City Pathology Society                   |
| 2007 – Present | American Medical Association                    |

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

**A RESOLUTION** transferring \$56,119.00 within the 2016 Anti-Drug Sales Tax Fund to cover the costs of assistant prosecuting attorney positions within the Prosecuting Attorney's Office.

**RESOLUTION NO. 19295**, October 24, 2016

**INTRODUCED BY** Dan Tarwater III, County Legislator

WHEREAS, Ordinance 4896, dated September 26, 2016, perfected by the Legislature on October 3, 2016, will appropriate funds to partially cover the costs of salaries and benefits for a new Assistant Prosecuting Attorney/Diversion Manager position within the Prosecuting Attorney's Office; and,

WHEREAS, a transfer is need to cover the remaining costs for this position and for salary adjustments related to the filling of vacant positions within the Prosecuting Attorney's Office; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2016 Anti-Drug Sales Tax Fund be and hereby is made:

| <u>DEPARTMENT/DIVISION</u>                                            | <u>CHARACTER/DESCRIPTION</u>    | <u>FROM</u> | <u>TO</u> |
|-----------------------------------------------------------------------|---------------------------------|-------------|-----------|
| Anti-Drug Sales Tax Fund<br>Prosecuting Attorney Deferred Prosecution |                                 |             |           |
| 008-4154                                                              | 56080 – Other Professional Svcs | \$43,914    |           |
| Anti-Drug Sales Tax Fund<br>Prosecuting Attorney Anti-Violence        |                                 |             |           |
| 008-4102                                                              | 56790 – Other Contractual Svcs  | \$12,205    |           |
| 008-4102                                                              | 55010 – Regular Salaries        |             | \$10,000  |
| 008-4102                                                              | 55040 – FICA                    |             | \$ 765    |
| 008-4102                                                              | 55050 – Pension                 |             | \$ 1,440  |
| Anti-Drug Sales Tax Fund<br>Prosecuting Attorney Deferred Prosecution |                                 |             |           |
| 008-4154                                                              | 55010 – Regular Salaries        |             | \$35,217  |
| 008-4102                                                              | 55040 – FICA                    |             | \$ 1,347  |
| 008-4102                                                              | 55050 – Pension                 |             | \$ 3,600  |
| 008-4102                                                              | 55060 – Insurance               |             | \$ 3,750  |



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. 19295 of October 24, 2016, was duly passed on \_\_\_\_\_, 2016 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: 008 4154 56080  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Prosecuting Attorney Deferred Prosecution  
Other Professional Services  
NOT TO EXCEED: \$43,914.00

ACCOUNT NUMBER: 008 4102 56790  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Prosecuting Attorney Anti-Violence  
Other Contractual Services  
NOT TO EXCEED: \$12,205.00

  
Date

  
Chief Financial Officer

## REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res. ~~Ord~~ No.: 19295

Sponsor(s): Dan Tarwater III

Date: Oct. 24, 2016

|                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|----------|------------------------------------------------|----|--------------------------------------------------------|----------|--------------------------------------------------------|----|-----------------------------------------------------------|--|-------|-----------|---------------------------------|--|--------------------------------------------|----------|-------------------------------------------|----------|-----|---------|---------------------------------|--|---------------------------------|----------|-----------------------|-----|-------------------------|-------|-------------------------------|--------|---------------------|-------|------------------------|-------|---------------------------|-------|
| SUBJECT                                                                                      | <p>Action Requested<br/> <input checked="" type="checkbox"/> Resolution<br/> <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transferring funds in the 2016 Anti-Drug Sales Tax Fund to cover salary expenses in the Jackson County Prosecutor's Office.</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>\$56,119</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>\$56,119</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> <tr> <td>FROM:</td><td>FROM ACCT</td></tr> <tr> <td><b>Anti Drug Sales Tax Fund</b></td><td></td></tr> <tr> <td>008-4154 56080 Other Professional Services</td><td>\$43,914</td></tr> <tr> <td>008-4102 56790 Other Contractual Services</td><td>\$12,205</td></tr> <tr> <td>TO:</td><td>TO ACCT</td></tr> <tr> <td><b>Anti-Drug Sales Tax Fund</b></td><td></td></tr> <tr> <td>008-4102-55010 – Regular Salary</td><td>\$10,000</td></tr> <tr> <td>008-4102-55040 – FICA</td><td>765</td></tr> <tr> <td>008-4102-55050- Pension</td><td>1,440</td></tr> <tr> <td>008-4154-55010 Regular Salary</td><td>35,217</td></tr> <tr> <td>008-4154-55040-FICA</td><td>1,347</td></tr> <tr> <td>008-4154-55050-Pension</td><td>3,600</td></tr> <tr> <td>008-4154-55060- Insurance</td><td>3,750</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/> Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):<br/> Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | \$56,119 | Amount previously authorized this fiscal year: | \$ | Total amount authorized after this legislative action: | \$56,119 | Amount budgeted for this item * (including transfers): | \$ | Source of funding (name of fund) and account code number; |  | FROM: | FROM ACCT | <b>Anti Drug Sales Tax Fund</b> |  | 008-4154 56080 Other Professional Services | \$43,914 | 008-4102 56790 Other Contractual Services | \$12,205 | TO: | TO ACCT | <b>Anti-Drug Sales Tax Fund</b> |  | 008-4102-55010 – Regular Salary | \$10,000 | 008-4102-55040 – FICA | 765 | 008-4102-55050- Pension | 1,440 | 008-4154-55010 Regular Salary | 35,217 | 008-4154-55040-FICA | 1,347 | 008-4154-55050-Pension | 3,600 | 008-4154-55060- Insurance | 3,750 |
| Amount authorized by this legislation this fiscal year:                                      | \$56,119                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| Amount previously authorized this fiscal year:                                               | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| Total amount authorized after this legislative action:                                       | \$56,119                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| Amount budgeted for this item * (including transfers):                                       | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| Source of funding (name of fund) and account code number;                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| FROM:                                                                                        | FROM ACCT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| <b>Anti Drug Sales Tax Fund</b>                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| 008-4154 56080 Other Professional Services                                                   | \$43,914                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| 008-4102 56790 Other Contractual Services                                                    | \$12,205                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| TO:                                                                                          | TO ACCT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| <b>Anti-Drug Sales Tax Fund</b>                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| 008-4102-55010 – Regular Salary                                                              | \$10,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| 008-4102-55040 – FICA                                                                        | 765                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| 008-4102-55050- Pension                                                                      | 1,440                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| 008-4154-55010 Regular Salary                                                                | 35,217                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| 008-4154-55040-FICA                                                                          | 1,347                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| 008-4154-55050-Pension                                                                       | 3,600                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| 008-4154-55060- Insurance                                                                    | 3,750                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| PRIOR LEGISLATION                                                                            | <p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 0.4896, Sept. 26, 2016</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |
| CONTACT INFORMATION REQUEST                                                                  | <p>RLA drafted by (name, title, &amp; phone): Gina Robinson, Chief of Operations 881-3369</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                         |          |                                                |    |                                                        |          |                                                        |    |                                                           |  |       |           |                                 |  |                                            |          |                                           |          |     |         |                                 |  |                                 |          |                       |     |                         |       |                               |        |                     |       |                        |       |                           |       |

|             |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                    |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| SUMMARY     | Resolution requesting to transfer funds in the 2016 Anti-Drug Sales Tax Fund to cover salary expenses related to support the creation of APAII/Diversion manager position and salary adjustment associated with the filling of vacancies. Partial funding for the creation of the APAII/Diversion Manager was awarded in FY16 JAG (ordinance 4896), therefore, salary expenses will be split between both sources. |                                                                                    |
| CLEARANCE   | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)<br><input type="checkbox"/> Business License Verified (Purchasing & Department)<br><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)                                                                                                                                         |                                                                                    |
| ATTACHMENTS | Award, Interlocal Agreement, Budget                                                                                                                                                                                                                                                                                                                                                                                |                                                                                    |
| REVIEW      | Department Director: <i>Juan Peters Baker</i><br>Finance (Budget Approval): <i>[Signature]</i><br><i>If applicable</i><br>Division Manager: <i>Mary Jane Brown</i><br>County Counselor's Office:                                                                                                                                                                                                                   | Date: <i>10/14/16</i><br>Date: <i>10/14/2016</i><br>Date: <i>10/19/16</i><br>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.



Salary Transfers

008-4154 Deferred Prosecution

From:

008-4154

56080 Other Professional Srvc

(\$43,914)

To:

Assistant Prosecuting Attorney Position

FY16 JAG Grant (Partial Funding for APAII/Diversion Manager)

55010 Full time Base Salary

35,217

55040 FICA (7.65%)

1,347

55050 Pension (14.4%)

3,600

55060 Insurance

3,750

**\$43,914**

From:

008-4102

56790 Other Contractual

(\$12,205)

To:

008-4102

55010 Full time Base Salary

10,000

55040 FICA (7.65%)

765

55050 Pension (14.4%)

1,440

**\$12,205**

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

**A RESOLUTION** transferring \$81,750.00 within the 2016 General Fund and authorizing the County Executive to execute an Agreement with Connections to Success, Inc., of Kansas City, MO, for the 2016 Jackson County Constructing Futures Program, at a cost to the County not to exceed \$115,079.00, to further the prevention of homelessness and the prevention of drug and drug-related offenses.

**RESOLUTION NO. 19296**, October 24, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Jackson County Constructing Futures Program is a unique public-private partnership designed to provide a structured pathway to allow former drug offenders to enter the construction industry, and at the same time provide permanent housing to those in need; and,

WHEREAS, the project will allow drug offenders and unskilled individuals living in poverty to learn the construction trade by rehabilitating houses that can then be occupied by a family struggling with homelessness; and,

WHEREAS, the Administration recommends that Connections to Success, Inc., of Kansas City (Jackson County), MO, serve as the manager for the 2016 Constructing Futures Program, at a cost to the County in the amount of \$115,079.00; and,

WHEREAS, a transfer is necessary to place a portion of the funds needed for this program in the appropriate spending account; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2016 General Fund be and hereby is made:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u>     | <u>FROM</u> | <u>TO</u> |
|----------------------------|----------------------------------|-------------|-----------|
| General Fund               |                                  |             |           |
| Non-Departmental           |                                  |             |           |
| 001-5101                   | 56080 – Other Professional Svcs. | \$81,750    |           |
| 001-5101                   | 56789 – Outside Agency Funding   |             | \$81,750  |

and,

BE IT FURTHER RESOLVED, by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute an Agreement, in a form to be approved by the County Counselor, with Connections to Success, Inc., for the 2016 Constructing Futures Program, at a cost to the County not to exceed \$115,079.00; and,

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

Effective Date: This 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. 19296 of October 24, 2016, was duly passed on \_\_\_\_\_, 2016 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 5101 56080  
ACCOUNT TITLE: General Fund  
Non-Departmental  
Other Professional Services  
NOT TO EXCEED: \$81,750.00

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

ACCOUNT NUMBER: 008 4401 56080  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
COMBAT Administration  
Other Professional Services  
NOT TO EXCEED: \$12,000.00



ACCOUNT NUMBER: 002 5102 56789  
ACCOUNT TITLE: Health Fund  
Non-Departmental  
Outside Agency Funding  
NOT TO EXCEED: \$21,329.00

ACCOUNT NUMBER: 001 5101 56789  
ACCOUNT TITLE: General Fund  
Non-Departmental  
Outside Agency Funding  
NOT TO EXCEED: \$81,750.00

October 19, 2016  
Date

  
Chief Financial Officer

## REQUEST FOR LEGISLATIVE ACTION

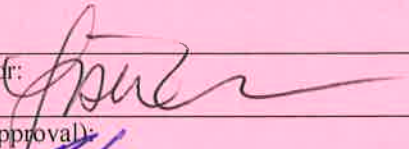

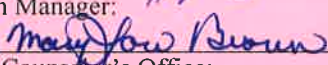
Completed by County Counselor's Office:

Resolution No.: 19296

Sponsor(s): Alfred Jordan

Date: Oct. 24, 2016

|                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                         |              |                                                |        |                                                        |              |                                                        |              |              |            |                                           |                                      |                |               |             |             |
|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|--------------|------------------------------------------------|--------|--------------------------------------------------------|--------------|--------------------------------------------------------|--------------|--------------|------------|-------------------------------------------|--------------------------------------|----------------|---------------|-------------|-------------|
| SUBJECT                                                                                      | <p>Action Requested</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution transferring \$81,750 .00 within the General Fund and authorizing the County Executive to execute an agreement with Connections To Success for the 2016 Constructing Futures Program, at a total cost to the County in the amount of \$108,629.00.</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>\$108,629.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0.00</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$108,629.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$201,750.00</td></tr> </table> <p>Source of funding (name of fund) and account code number;</p> <table> <tr> <td><b>FROM:</b></td><td><b>TO:</b></td></tr> <tr> <td>General Fund, Other Professional Services</td><td>General Fund, Outside Agency Funding</td></tr> <tr> <td>001-5101-56080</td><td>001-5101-6789</td></tr> <tr> <td>\$81,750.00</td><td>\$81,750.00</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <p>Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$120,000</p> <p>Prior Year Actual Amount Spent (if applicable): \$82,300</p> | Amount authorized by this legislation this fiscal year: | \$108,629.00 | Amount previously authorized this fiscal year: | \$0.00 | Total amount authorized after this legislative action: | \$108,629.00 | Amount budgeted for this item * (including transfers): | \$201,750.00 | <b>FROM:</b> | <b>TO:</b> | General Fund, Other Professional Services | General Fund, Outside Agency Funding | 001-5101-56080 | 001-5101-6789 | \$81,750.00 | \$81,750.00 |
| Amount authorized by this legislation this fiscal year:                                      | \$108,629.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |              |                                                |        |                                                        |              |                                                        |              |              |            |                                           |                                      |                |               |             |             |
| Amount previously authorized this fiscal year:                                               | \$0.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                         |              |                                                |        |                                                        |              |                                                        |              |              |            |                                           |                                      |                |               |             |             |
| Total amount authorized after this legislative action:                                       | \$108,629.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |              |                                                |        |                                                        |              |                                                        |              |              |            |                                           |                                      |                |               |             |             |
| Amount budgeted for this item * (including transfers):                                       | \$201,750.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |              |                                                |        |                                                        |              |                                                        |              |              |            |                                           |                                      |                |               |             |             |
| <b>FROM:</b>                                                                                 | <b>TO:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                         |              |                                                |        |                                                        |              |                                                        |              |              |            |                                           |                                      |                |               |             |             |
| General Fund, Other Professional Services                                                    | General Fund, Outside Agency Funding                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                         |              |                                                |        |                                                        |              |                                                        |              |              |            |                                           |                                      |                |               |             |             |
| 001-5101-56080                                                                               | 001-5101-6789                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                         |              |                                                |        |                                                        |              |                                                        |              |              |            |                                           |                                      |                |               |             |             |
| \$81,750.00                                                                                  | \$81,750.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                         |              |                                                |        |                                                        |              |                                                        |              |              |            |                                           |                                      |                |               |             |             |
| <p>PRIOR LEGISLATION</p>                                                                     | <p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): #18942 10/5/15, #18995 11/16/15</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                         |              |                                                |        |                                                        |              |                                                        |              |              |            |                                           |                                      |                |               |             |             |
| <p>CONTACT INFORMATION</p>                                                                   | <p>RLA drafted by (name, title, &amp; phone): Lisa Honn, Senior Administrative Manager, 816-881-3593</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                         |              |                                                |        |                                                        |              |                                                        |              |              |            |                                           |                                      |                |               |             |             |
| <p>REQUEST SUMMARY</p>                                                                       | <p>This Resolution authorizes the County Executive to execute an agreement with Connections To Success for the funding of the 2016 Jackson County Constructing Futures Project at a total cost to the County of \$108,629. Funds for this project will come from COMBAT Anti-drug sales tax (budgeted), General fund (proceeds from the Campbell house auction authorized in Ordinance #4853) and Health fund (budgeted). The funds will be used to rehabilitate 2 homes and pay for the closing on 3 homes (including last year's home).</p> <p>Background:</p> <p>The Jackson County Constructing Futures program was created in 2008. The program seeks to address three critical issues in our community: vacant housing, unemployment, and homelessness. To date, we have rehabilitated 7 homes.</p> <p>Each Constructing Futures project includes:</p> <ol style="list-style-type: none"> <li>1. Taking vacant homes and making them viable again, helping to improve and re-energize neighborhoods;</li> <li>2. Providing job training and skills to members of the community who are unemployed, underemployed, or may have been previously incarcerated; and</li> <li>3. Giving a newly remodeled home to a family who has recently struggled with homelessness.</li> </ol>     |                                                         |              |                                                |        |                                                        |              |                                                        |              |              |            |                                           |                                      |                |               |             |             |

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                             |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
|             | <p>The Anti-Drug Sales Tax fund authorizes the County Executive to execute agreements and contracted service for the purpose of providing substance abuse treatment, prevention, grant match and other anti-drug and anti-violence initiatives in the community.</p> <p>These funds will provide job training for the Jackson County citizens who are recovering drug offenders and/or formerly incarcerated and/unskilled and underemployed individuals, to assist their learning in the construction trades by rehabilitating blighted houses located in Jackson County, Missouri. The house(s) will then be occupied by a family who has recently struggled with homelessness.</p> |                                                             |
| CLEARANCE   | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)<br><input type="checkbox"/> Business License Verified (Purchasing & Department)<br><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)                                                                                                                                                                                                                                                                                                                                                                                                            |                                                             |
| ATTACHMENTS |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                             |
| REVIEW      | Department Director: <br>Finance (Budget Approval): <br><i>If applicable</i><br>Division Manager: <br>County Counselor's Office:                                                                                                                                                                                                                                                                                                   | Date: 10/11/16<br>Date: 10/12/16<br>Date: 10/19/16<br>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:  
Jackson County, Missouri**

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

| Date:                     | October 11, 2016                    | PC# _____ | RES # 19296 |
|---------------------------|-------------------------------------|-----------|-------------|
| Department / Division     | Character/Description               | From      | To          |
| <b>General Fund - 001</b> |                                     |           |             |
| 5101 - NonDepartmental    | 56080 - Other Professional Services | 81,750    |             |
| 5101 - NonDepartmental    | 56789 - Outside Agency Funding      |           | 81,750      |
|                           |                                     |           |             |
|                           |                                     | 81,750    | 81,750      |

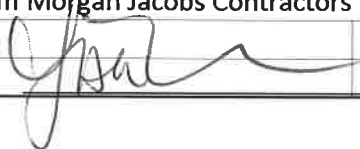
**Fiscal Note:**

This expenditure was included in the Annual Budget.

|                                       |                                     |           |               |
|---------------------------------------|-------------------------------------|-----------|---------------|
| Date:                                 | September 22, 2016                  | PC# _____ | RES # _____   |
| Department / Division                 | Character/Description               |           | Not to Exceed |
| <b>Anti-Drug Sales Tax Fund - 008</b> |                                     |           |               |
| 4401 - COMBAT Administration          | 56080 - Other Professional Services |           | \$ 12,000     |
|                                       |                                     |           |               |
| <b>Health Fund - 002</b>              |                                     |           |               |
| 5102 - NonDepartmental                | 56789 - Outside Agency Funding      |           | 14,879        |
|                                       |                                     |           |               |
| <b>General Fund - 001</b>             |                                     |           |               |
| 5101 - NonDepartmental                | 56789 - Outside Agency Funding      |           | 81,750        |
|                                       |                                     |           |               |
|                                       |                                     |           |               |
|                                       |                                     |           | \$ 108,629    |

 10/11/16  
Budgeting

Constructing Futures 2016  
Project Budget

| Description                                                                                               | House           | Amount        |  |
|-----------------------------------------------------------------------------------------------------------|-----------------|---------------|--|
| Rehab**                                                                                                   | 35th St.        | \$ 33,100.00  |  |
| Rehab**                                                                                                   | Park Ave.       | \$ 53,500.00  |  |
| CTS training & management*                                                                                | 2016 project    | \$ 3,000.00   |  |
| Construction utilities, insurance, home warranty*                                                         | 2016 project    | \$ 4,200.00   |  |
| security*                                                                                                 | 2016 project    | \$ 250.00     |  |
| Home alarm                                                                                                | 2016 project    | \$ 500.00     |  |
| Closing for 2016 & 2015 projects                                                                          | 2016/15 project | \$ 6,500.00   |  |
| 7.5% contingency                                                                                          | 2016 project    | \$ 7,579.00   |  |
|                                                                                                           |                 | \$ 108,629.00 |  |
| *See attached quote from CTS, dated 10/7/16                                                               |                 |               |  |
| **See attached quotes from Morgan Jacobs Contractors                                                      |                 |               |  |
| Submitted by Lisa Honn:  |                 |               |  |



# MORGAN JACOBS INVESTMENTS L.L.C.

**OFFICE**

11420 Putnam  
Sugar Creek, Mo.  
64054

**PHONE**

816-200-3118

**FAX**

816-836-3344

**EMAIL**

[jj@jarvis.com](mailto:jj@jarvis.com)

**DATE**

June 20, 2016

**TO**

1716

CONNECTION TO SUCCESS 4715 E 35 TH KCMO

**FROM**

John Jarvis

| DESCRIPTION                     | TOTAL                      |
|---------------------------------|----------------------------|
| 1716 E 35 ST                    |                            |
| Bathroom                        | \$ 3,000.00                |
| Hvac and cage                   | \$ <del>500</del> 3,200.00 |
| Roof                            | \$ 650.00                  |
| clean up and yard and grade out | \$ 1,400.00                |
| Plumbing                        | \$ 3,000.00                |
| Electrical                      | \$ 4,000.00                |
| contingency                     | \$ 2,400.00                |
| Appliances                      | <del>\$ 3,000.00</del>     |
| Paint                           | \$ 2,500.00                |
| Drywall                         | \$ 2,500.00                |
| Flooring                        | \$ 4,000.00                |
| Trim                            | \$ 500.00                  |
| Windows                         | \$ 1,000.00                |
| Kitchen                         | \$ 1,200.00                |
| Vinyl siding repair             | \$ 450.00                  |
|                                 |                            |
|                                 |                            |
| Labor \$ 6,000.00               | 6,000                      |
|                                 |                            |
|                                 |                            |
|                                 |                            |
| Total:                          | \$ 32,800.00               |

33,100.00



# MORGAN JACOBS

## General Contractors L.L.C.

**OFFICE**

11420 Putnam  
Sugar Creek, Mo  
64054

**PHONE**

816-200-3118

**FAX**

816-836-3344

**EMAIL**

[j@jarvisj.com](mailto:j@jarvisj.com)

**DATE**

September 28, 2016

**TO**

LISA HUN JACKSON COUNTY 4414 PARK AVE KANSAS CITY, MO 64139

**FROM**

John Jarvis

| DESCRIPTION                        | TOTAL                      |
|------------------------------------|----------------------------|
| Bathroom                           | \$ 5,000.00                |
| <del>HVAC and cage / AC only</del> | <del>\$ 500 3,800.00</del> |
| Roof                               | \$ 4,500.00                |
| Glean up yard grade out            | \$ 1,400.00                |
| Plumbing                           | \$ 5,000.00                |
| Electrical                         | \$ 4,000.00                |
| Contingency                        | \$ 2,400.00                |
| <del>Appliance</del>               | <del>\$ 2,000.00</del>     |
| Paint                              | \$ 5,500.00                |
| Drywall                            | \$ 2,500.00                |
| Flooring                           | \$ 5,000.00                |
| Trim                               | \$ 1,000.00                |
| Windows                            | \$ 4,200.00                |
| Kitchen                            | \$ 4,000.00                |
| Vinyl siding                       | \$ 2,500.00                |
| Workers \$6,000.00                 | 6,000                      |
| TOTAL                              | <del>\$ 53,800.00</del>    |
|                                    | \$ 53,500                  |



October 7, 2016

Quote on 1716 E. 35<sup>th</sup> St. and 4414 Park Avenue Homes

~~86,600~~  
~~\$ 92,600 -~~

See attached quotes from Morgan Jacobs (Removed HVAC's)

5,000 -

Construction cost contingency

700 -

Utilities - water and electric useage during remodeling

1,900 -

Home Owner's Insurance (12 months x 2 houses)

1,600 -

Home Warranty - 12 months x 2 houses

250 -

Overnight Security - 5 nights x 2 houses x \$25/night

3,000 -

Connections to Success management fee

~~\$105,050~~

**Total Estimated Cost**

99,050

Does not include:

- New fencing
- Appliances
- Security Systems
- Closing costs
- Taxes



## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** awarding a contract on Request for Qualifications 44-15 for the furnishing of professional consulting services related to the Rock Island Railroad Corridor shared use path for use by the Rock Island Railroad Corridor Authority to Burns & McDonnell of Kansas City, MO, at an actual cost to the County not to exceed \$1,884,650.00.

**RESOLUTION NO. 19297**, October 24, 2016

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, by Request for Qualifications (RFQ) No. 44-15, the Director of Finance and Purchasing did solicit the submission of qualifications from firms interested in providing professional design services related to the Rock Island Rail Corridor, for use by the Rock Island Railroad Corridor Authority; and,

WHEREAS, the Director distributed eighty-seven notifications with four responses received and evaluated as follows:

| <u>RESPONDER</u>                                      | <u>POINTS</u> |
|-------------------------------------------------------|---------------|
| Burns & McDonnell<br>Kansas City (Jackson County), MO | 91            |
| HDR, Inc.<br>Kansas City (Jackson County), MO         | 82            |
| Alta Planning & Design<br>Chesterfield, MO            | 67            |
| Wilson & Company<br>Kansas City (Jackson County), MO  | 62            |

and,

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

WHEREAS, following evaluation of the proposals, the evaluation committee has recommended the award of a contract for these services to Burns & McDonnell of Kansas City (Jackson County), MO; and,

WHEREAS, the Director of Finance and Purchasing recommends that the award be made pursuant to section 1054.6 of the Jackson County Code, 1984, to Burns & McDonnell, at an actual cost to the County not to exceed \$1,884,650.08; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute for the County an Agreement with Burns & McDonnell, in a form to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19297 of October 24, 2016, was duly passed on \_\_\_\_\_, 2016 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:

014 3601 58020

ACCOUNT TITLE:

Special Obligation Bond Capital Project Fund  
Rock Island Rail Corridor  
Buildings & Improvements

NOT TO EXCEED:

\$1,884,650.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer

## REQUEST FOR LEGISLATIVE ACTION

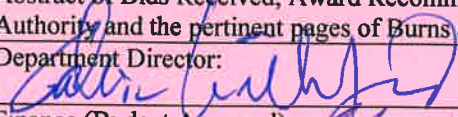
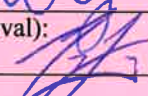
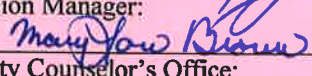
Completed by County Counselor's Office:

Res/Ord No.: 19297

Sponsor(s): Dennis Waits

Date: Oct. 24, 2016

| SUBJECT                                                                                                 | Action Requested<br><input checked="" type="checkbox"/> Resolution<br><input type="checkbox"/> Ordinance<br><br>Project/Title: <u>Awarding a Contract for Professional Consulting Services for the Rock Island Railroad Corridor Shared Use Path for the Jackson County Missouri Rock Island Railroad Corridor Authority to Burns and McDonnell of Kansas City, Missouri under the terms and conditions of Request for Qualifications No. 44-15.</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                         |                           |                                                |                           |                                                        |                                   |                                                        |                |                                                           |    |                                                                                                         |                |    |    |    |                        |   |    |    |    |                                     |   |    |    |    |
|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------|------------------------------------------------|---------------------------|--------------------------------------------------------|-----------------------------------|--------------------------------------------------------|----------------|-----------------------------------------------------------|----|---------------------------------------------------------------------------------------------------------|----------------|----|----|----|------------------------|---|----|----|----|-------------------------------------|---|----|----|----|
| BUDGET INFORMATION<br><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>\$1,884,650.08</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>\$1,884,650.08</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$1,884,650.08</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>014-3601-58020 Special Obligation Fund, Rock Island Rail Corridor Authority, Buildings and Improvements</td> <td>\$1,884,650.08</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/>         Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____</p> <p>Prior Year Actual Amount Spent (if applicable): _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                               | Amount authorized by this legislation this fiscal year: | \$1,884,650.08            | Amount previously authorized this fiscal year: |                           | Total amount authorized after this legislative action: | \$1,884,650.08                    | Amount budgeted for this item * (including transfers): | \$1,884,650.08 | Source of funding (name of fund) and account code number: |    | 014-3601-58020 Special Obligation Fund, Rock Island Rail Corridor Authority, Buildings and Improvements | \$1,884,650.08 |    |    |    |                        |   |    |    |    |                                     |   |    |    |    |
| Amount authorized by this legislation this fiscal year:                                                 | \$1,884,650.08                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                         |                           |                                                |                           |                                                        |                                   |                                                        |                |                                                           |    |                                                                                                         |                |    |    |    |                        |   |    |    |    |                                     |   |    |    |    |
| Amount previously authorized this fiscal year:                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |                           |                                                |                           |                                                        |                                   |                                                        |                |                                                           |    |                                                                                                         |                |    |    |    |                        |   |    |    |    |                                     |   |    |    |    |
| Total amount authorized after this legislative action:                                                  | \$1,884,650.08                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                         |                           |                                                |                           |                                                        |                                   |                                                        |                |                                                           |    |                                                                                                         |                |    |    |    |                        |   |    |    |    |                                     |   |    |    |    |
| Amount budgeted for this item * (including transfers):                                                  | \$1,884,650.08                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                         |                           |                                                |                           |                                                        |                                   |                                                        |                |                                                           |    |                                                                                                         |                |    |    |    |                        |   |    |    |    |                                     |   |    |    |    |
| Source of funding (name of fund) and account code number:                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |                           |                                                |                           |                                                        |                                   |                                                        |                |                                                           |    |                                                                                                         |                |    |    |    |                        |   |    |    |    |                                     |   |    |    |    |
| 014-3601-58020 Special Obligation Fund, Rock Island Rail Corridor Authority, Buildings and Improvements | \$1,884,650.08                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                         |                           |                                                |                           |                                                        |                                   |                                                        |                |                                                           |    |                                                                                                         |                |    |    |    |                        |   |    |    |    |                                     |   |    |    |    |
| PRIOR LEGISLATION                                                                                       | Prior ordinances and (date): _____<br>Prior resolutions and (date): _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                         |                           |                                                |                           |                                                        |                                   |                                                        |                |                                                           |    |                                                                                                         |                |    |    |    |                        |   |    |    |    |                                     |   |    |    |    |
| CONTACT INFORMATION                                                                                     | RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                         |                           |                                                |                           |                                                        |                                   |                                                        |                |                                                           |    |                                                                                                         |                |    |    |    |                        |   |    |    |    |                                     |   |    |    |    |
|                                                                                                         | <p>The Rock Island Railroad Corridor Authority requires Professional Consulting Services for the preliminary and final design of approximately 17 miles of shared use path; and all other consulting services necessary for federally funded projects such as environmental review, public hearings and preparation of right-of-way documents. The Purchasing Department issued Request for Qualifications No. 44-15 in response to those requirements.</p> <p>A total of 87 notifications were distributed and 4 responses were received and evaluated as follows:</p> <table border="1"> <thead> <tr> <th></th> <th>Responsiveness<br/>10%</th> <th>Qualifications<br/>50%</th> <th>Technical Approach<br/>40%</th> <th>Total<br/>100%</th> </tr> </thead> <tbody> <tr> <td>Alta Planning<br/>Chesterfield, MO</td> <td>8</td> <td>35</td> <td>24</td> <td>67</td> </tr> <tr> <td>Burns &amp; McDonnell<br/>Kansas City, MO</td> <td>10</td> <td>45</td> <td>36</td> <td>91</td> </tr> <tr> <td>HDR<br/>Kansas City, MO</td> <td>9</td> <td>45</td> <td>28</td> <td>82</td> </tr> <tr> <td>Wilson &amp; Company<br/>Kansas City, MO</td> <td>9</td> <td>25</td> <td>28</td> <td>62</td> </tr> </tbody> </table> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a contract for Professional Consulting Services for the Rock Island Railroad Corridor Authority to Burns and McDonnell of Kansas City, Missouri as the best proposal received. After the selection of the best proposal, pricing was negotiated and is included in the Award Recommendation.</p> |                                                         | Responsiveness<br>10%     | Qualifications<br>50%                          | Technical Approach<br>40% | Total<br>100%                                          | Alta Planning<br>Chesterfield, MO | 8                                                      | 35             | 24                                                        | 67 | Burns & McDonnell<br>Kansas City, MO                                                                    | 10             | 45 | 36 | 91 | HDR<br>Kansas City, MO | 9 | 45 | 28 | 82 | Wilson & Company<br>Kansas City, MO | 9 | 25 | 28 | 62 |
|                                                                                                         | Responsiveness<br>10%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Qualifications<br>50%                                   | Technical Approach<br>40% | Total<br>100%                                  |                           |                                                        |                                   |                                                        |                |                                                           |    |                                                                                                         |                |    |    |    |                        |   |    |    |    |                                     |   |    |    |    |
| Alta Planning<br>Chesterfield, MO                                                                       | 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 35                                                      | 24                        | 67                                             |                           |                                                        |                                   |                                                        |                |                                                           |    |                                                                                                         |                |    |    |    |                        |   |    |    |    |                                     |   |    |    |    |
| Burns & McDonnell<br>Kansas City, MO                                                                    | 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 45                                                      | 36                        | 91                                             |                           |                                                        |                                   |                                                        |                |                                                           |    |                                                                                                         |                |    |    |    |                        |   |    |    |    |                                     |   |    |    |    |
| HDR<br>Kansas City, MO                                                                                  | 9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 45                                                      | 28                        | 82                                             |                           |                                                        |                                   |                                                        |                |                                                           |    |                                                                                                         |                |    |    |    |                        |   |    |    |    |                                     |   |    |    |    |
| Wilson & Company<br>Kansas City, MO                                                                     | 9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 25                                                      | 28                        | 62                                             |                           |                                                        |                                   |                                                        |                |                                                           |    |                                                                                                         |                |    |    |    |                        |   |    |    |    |                                     |   |    |    |    |

|             |                                                                                                                                                                                                                                                                                                             |                |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| CLEARANCE   | <input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department)<br><input checked="" type="checkbox"/> Business License Verified (Purchasing & Department)<br><input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) |                |
| ATTACHMENTS | Abstract of Bids Received, Award Recommendation from Mr. Josh Boehm of the Rock Island Railroad Corridor Authority and the pertinent pages of Burns and McDonnell's proposal.                                                                                                                               |                |
| REVIEW      | Department Director:                                                                                                                                                                                                       | Date: 10-19-16 |
|             | Finance (Budget Approval):<br><i>If applicable</i>                                                                                                                                                                         | Date: 10/19/16 |
|             | Division Manager:                                                                                                                                                                                                          | Date: 10/19/16 |
|             | 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.

| Request for Qualifications No. 44-15<br>Consulting Services RIRC<br>Opens: 2:00 PM, CDT on 8/2/16 |  | DESCRIPTION |  | UNIT | QTY | HDR     | WSP<br>Parsons<br>Brinckerhoff | Wilson &<br>Company | Burns<br>and<br>McDonnell | AMOUNT  | AMOUNT  |
|---------------------------------------------------------------------------------------------------|--|-------------|--|------|-----|---------|--------------------------------|---------------------|---------------------------|---------|---------|
| NO                                                                                                |  |             |  |      |     | AMOUNT  | AMOUNT                         | AMOUNT              | AMOUNT                    | AMOUNT  | AMOUNT  |
| 1                                                                                                 |  |             |  |      |     | See Bid | See Bid                        | See Bid             | See Bid                   | See Bid | See Bid |

CERTIFICATION OF BID OPENING  
BIDS WERE PUBLICLY  
OPENED AND RECORDED

ON: 8-2-2016, BY

Lina Scisa  
CLERK OF THE LEGISLATURE

Barbara Ceyanenko  
PURCHASING





# Rock Island Rail Corridor Authority

ROCK ISLAND RAIL CORRIDOR AUTHORITY  
22501 WOODS CHAPEL ROAD  
BLUE SPRINGS, MISSOURI 64015  
WWW.JACKSONGOV.ORG

## Memorandum

To: Barbara Casamento, Purchasing  
From: Josh Boehm, Rock Island Railroad Corridor Authority  
Date: October 14<sup>th</sup>, 2016  
RE: Rock Island RFQ 44-15 Evaluation

On July 5, Jackson County issued Request for Qualifications 44-15 for Professional Consulting Services for the Rock Island Corridor. These services include the preliminary and final design of approximately 17 miles of shared use path and all other consulting services necessary for federally funded projects, such as environmental review, public hearings and preparation of right of way documents.

Jackson County received four responses led by the following firms: Alta Planning and Design, Burns and McDonnell, HDR and Wilson & Company.

**Table 1** Evaluation of RFQ Submissions and In-Person Interviews

|                       | <i>Points Possible</i> | <b>Alta Planning &amp; Design</b> | <b>Burns and McDonnell</b> | <b>HDR, Inc.</b> | <b>Wilson and Company</b> |
|-----------------------|------------------------|-----------------------------------|----------------------------|------------------|---------------------------|
| Responsiveness to RFQ | 10                     | 8                                 | 10                         | 9                | 9                         |
| Qualifications        | 50                     | 35                                | 45                         | 45               | 25                        |
| Technical Approach    | 40                     | 24                                | 36                         | 28               | 28                        |
| <b>Total Score</b>    | <b>100</b>             | <b>67</b>                         | <b>91</b>                  | <b>82</b>        | <b>62</b>                 |

The evaluation committee was composed of stakeholders from the following departments and organizations:

- City of Lee's Summit Public Works (RFQ evaluation only)
- City of Raytown Public Works (RFQ evaluation only)
- City of Kansas City Public Works (RFQ evaluation only)
- Kansas City Area Transportation Authority (RFQ evaluation only)
- Jackson County Public Works
- Jackson County Parks
- Rock Island Railroad Corridor Authority
- Jackson County Purchasing (did not evaluate)

Burns and McDonnell and HDR were both identified for shortlist interviews by the committee. Burns and McDonnell team was identified as the most qualified consultant based on their knowledge of the corridor, experience on bicycle and pedestrian projects in the region, knowledge of federal aid projects and their approach to the project.



## Rock Island Rail Corridor Authority

---

(816) 503-4847

ROCK ISLAND RAIL CORRIDOR AUTHORITY  
22501 WOODS CHAPEL ROAD  
BLUE SPRINGS, MISSOURI 64015  
WWW.JACKSONGOV.ORG

While both teams indicated that they were prepared to meet our aggressive schedule, the Burns and McDonnell team showed a detailed schedule with every sub-task that demonstrated specifically how they thought the schedule could be met, whereas the HDR team only referenced major task items and deliverable dates. The Burns and McDonnell team identified many of the specific challenges of the corridor related to topography, bridges, tunnels, and retaining walls, and they showed specific examples of how bridges could be used in interim conditions and also built out in an ultimate configuration with transit. Furthermore, the Burns and McDonnell team identified a number of small yet important details that will ultimately affect the success of the walking and biking path, such as drainage, the surface of the path, and coordinating with utilities.

The Burns and McDonnell team includes TranSystems, Confluence, HgConsult, VSM, Architectural and Historical Research, Phillips-West Communications, and Gateway Geotechnical. Goals for MBE, WBE, and VBE firms were set at 5% of the contract total for each.

- MBE participation: 5.1% (HgConsult)
- WBE participation: 5.3% (VSM, Architectural & Historical Research, and Phillips – West)
- VBE participation: 7.1% (Gateway Geotechnical)

Based on the qualifications of the consultant team, the necessity of the scope of work, and the reasonableness of the fee proposal, we recommend that this consultant team be awarded the contract for RFQ 44-15 at a total fee not to exceed \$1,884,650.

**ROCK ISLAND CORRIDOR SHARED USE PATH**  
**Jackson County, Missouri**

October 14, 2016

**Fee Estimate - PHASE 2**

| Classification           | Hours        | Rate     | Cost                |
|--------------------------|--------------|----------|---------------------|
| <b>Corporate Officer</b> |              |          |                     |
| Level 18                 | 0            |          | \$0.00              |
| <b>Principal</b>         |              |          |                     |
| Level 17                 | 146          | \$240.00 | \$35,040.00         |
| Level 16                 | 0            | \$235.00 | \$0.00              |
| <b>Associate</b>         |              |          |                     |
| Level 15                 | 0            | \$231.00 | \$0.00              |
| Level 14                 | 0            | \$218.00 | \$0.00              |
| <b>Senior</b>            |              |          |                     |
| Level 13                 | 132          | \$209.00 | \$27,588.00         |
| Level 12                 | 254          | \$189.00 | \$48,006.00         |
| <b>Staff</b>             |              |          |                     |
| Level 11                 | 0            | \$171.00 | \$0.00              |
| Level 10                 | 732          | \$157.00 | \$114,924.00        |
| <b>Assistant</b>         |              |          |                     |
| Level 9                  | 508          | \$139.00 | \$70,612.00         |
| Level 8                  | 160          | \$119.00 | \$19,040.00         |
| Level 7                  | 0            | \$87.00  | \$0.00              |
| <b>Technician</b>        |              |          |                     |
| Level 6                  | 0            | \$76.00  | \$0.00              |
| <b>General Office</b>    |              |          |                     |
| Level 5                  | 60           | \$62.00  | \$3,720.00          |
| <b>Labor Total</b>       | <b>1,992</b> |          | <b>\$318,930.00</b> |

| Expenses                                     | Quantity | Price      | Cost              |
|----------------------------------------------|----------|------------|-------------------|
| Mileage                                      | 250      | \$0.54     | \$135.00          |
| Misc Plotting, Public Meeting Expenses, Etc. | 1        | \$2,500.00 | \$2,500.00        |
| <b>Expense Total</b>                         |          |            | <b>\$2,635.00</b> |

**Labor & Expense Total:** **\$321,565.00**

| Subconsultant Fees                        |  |  | Cost                |
|-------------------------------------------|--|--|---------------------|
| TranSystems                               |  |  | \$296,094.00        |
| Confluence                                |  |  | \$37,570.00         |
| Hg Consult (MBE)                          |  |  | \$42,227.48         |
| VSM (WBE)                                 |  |  | \$7,500.00          |
| Architectural & Historical Research (WBE) |  |  |                     |
| Gateway Geotechnical (VBE)                |  |  |                     |
| Phillips - West Communications (WBE)      |  |  | \$10,000.00         |
| <b>Subtotal:</b>                          |  |  | <b>\$393,391.48</b> |

**TOTAL MAXIMUM FEE:** **\$714,956.48**

ROCK ISLAND CORRIDOR SHARED USE PATH  
Jackson County, Missouri

October 14, 2016



Fee Estimate - PHASE 1

| Classification           | Hours        | Rate     | Cost                |
|--------------------------|--------------|----------|---------------------|
| <b>Corporate Officer</b> |              |          |                     |
| Level 18                 | 0            |          | \$0.00              |
| <b>Principal</b>         |              |          |                     |
| Level 17                 | 217          | \$240.00 | \$52,080.00         |
| Level 16                 | 0            | \$235.00 | \$0.00              |
| <b>Associate</b>         |              |          |                     |
| Level 15                 | 0            | \$231.00 | \$0.00              |
| Level 14                 | 0            | \$218.00 | \$0.00              |
| <b>Senior</b>            |              |          |                     |
| Level 13                 | 464          | \$209.00 | \$96,976.00         |
| Level 12                 | 278          | \$189.00 | \$52,542.00         |
| <b>Staff</b>             |              |          |                     |
| Level 11                 | 16           | \$171.00 | \$2,736.00          |
| Level 10                 | 728          | \$157.00 | \$114,296.00        |
| <b>Assistant</b>         |              |          |                     |
| Level 9                  | 680          | \$139.00 | \$94,520.00         |
| Level 8                  | 100          | \$119.00 | \$11,900.00         |
| Level 7                  | 0            | \$87.00  | \$0.00              |
| <b>Technician</b>        |              |          |                     |
| Level 6                  | 0            | \$76.00  | \$0.00              |
| <b>General Office</b>    |              |          |                     |
| Level 5                  | 96           | \$62.00  | \$5,952.00          |
| <b>Labor Total</b>       | <b>2,579</b> |          | <b>\$431,002.00</b> |

| Expenses                                     | Quantity | Price      | Cost              |
|----------------------------------------------|----------|------------|-------------------|
| Mileage                                      | 500      | \$0.54     | \$270.00          |
| Misc Plotting, Public Meeting Expenses, Etc. | 1        | \$5,000.00 | \$5,000.00        |
| <b>Expense Total</b>                         |          |            | <b>\$5,270.00</b> |

**Labor & Expense Total: \$436,272.00**

| Subconsultant Basic Services              | Cost                |
|-------------------------------------------|---------------------|
| TranSystems                               | \$418,217.60        |
| Confluence                                | \$43,970.00         |
| Hg Consult (MBE)                          | \$53,794.00         |
| VSM (WBE)                                 | \$28,500.00         |
| Architectural & Historical Research (WBE) | \$38,500.00         |
| Gateway Geotechnical (VBE)                | \$134,340.00        |
| Phillips - West Communications (WBE)      | \$16,100.00         |
| <b>Subtotal:</b>                          | <b>\$733,421.60</b> |

**TOTAL MAXIMUM FEE PHASE 1: \$1,169,693.60**

The project will focus on the preparation of final construction plans for the Path and related trailheads and connection points. It is understood that the corridor was secured by the County with the long term objective of providing a multimodal transportation corridor that preserves the integrity of the national rail network and makes provisions for future transit use. While the planning and design of the Path will consider these possibilities, detailed studies relating to the planning of those future facilities, and their related station stops and connections are not included in the scope of this project.

Plans will be prepared in conformance with the MoDOT Engineering Policy Guide (EPG) category 136 Local Public Agency (LPA) policy, and will include the preparation of a Categorical Exclusion (CE2) and associated environmental documentation.

The basis of advancing the final design will be formulated from the Rock Island Corridor Shared-use Path Scoping Study completed in July 2016 on behalf of the KCATA and Jackson County. The design will be completed in two distinct phases: Phase 1 –NEPA Clearance (CE2) and Preliminary Plans; and Phase 2 – Final Design and Preparation of Construction Contract Package.

The primary tasks to be provided to complete the RIRC Shared Use Path design are broken down as follows:

#### PHASE 1 –NEPA CLEARANCE (CE2) and PRELIMINARY PLANS

- Task 1: Project Administration
- Task 2: Best Path of Trail Planning
- Task 3: Environmental Clearance
- Task 4: Design Direction and Documentation
- Task 5: Preliminary Plans

#### PHASE 2 –FINAL DESIGN AND PLANS, SPECS, AND ESTIMATES FOR CONSTRUCTION CONTRACTING

- Task 6: Project Administration
- Task 7: Right-of-Way Plans
- Task 8: Final Plans and Contract Plans, Specs, and Estimate (PSE)
- Task 9: Bidding Period Services

Project construction funding is budgeted in the MARC TIP at \$12,500,000. Preliminary and Final plans will be developed for the corridor, approximately 16.5 miles. Following completion of Phase 1, if the County determines that the scope or extents of the design needs to be adjusted to meet funding or other constraints, the scope and fees for development of Final Plans, Specifications, and Estimate for bidding and construction will be adjusted by a negotiated contract amendment.

The order in which the tasks are completed may or may not correspond to the sequence of the task numbers in the scope of services. In fact, the County expects that many tasks listed within the scope of services will be prepared concurrently by the Consultant in order to expedite the preparation of the Preliminary Plans, CE2, final construction contract documents, and associated deliverables. Items of work may be listed in more than one task in the scope of services, solely for the purposes of clarification. It should not be assumed that this is an indication that the items of work must be performed multiple times. However, the results from any item of work may be incorporated into multiple tasks within the scope of services.

The inherent nature and characteristics of this project may require adjustments and refinements in task efforts and deliverables as the design proceeds. Such revisions that can be incorporated into the work or performed as a tradeoff with other efforts that might be deleted or reduced in scope will be identified and negotiated between the Consultant and County, and documented as no-cost modifications to the scope. Preparation and execution of a supplemental agreement will be required prior to performance of any requested work that is considered to be an additional service not included in the original scope of services or fee budget. The Consultant will not be compensated for additional services performed prior to execution of a supplemental agreement. Written confirmation from the County of requested additional services and associated costs prior to formal execution of the supplement will formulate a basis for additional compensation under the supplement, if necessary to accommodate the Consultant's progress towards meeting the schedule. Additional services that are required due to changed or unforeseen conditions, a requested change in the specified end product or additional effort to satisfy environmental or other reviewing agency requirements outside of this scope of services will be considered for inclusion in a supplemental agreement. Additional man-hours required to complete specified tasks are not considered additional services and will not be compensated for in a supplemental agreement.

**PHASE 1 –NEPA CLEARANCE AND PRELIMINARY PLANS****Task 1: Project Administration****1.1 Project Management Plan**

The Consultant will prepare a Project Management Plan (PMP) to guide project management and staff through each the phases of the project. The PMP will be used as a dynamic management document and will be updated and applied through each significant phase of project development and delivery. The PMP developed in this task will function as an operating guide for County staff and the Consultant throughout the environmental and conceptual engineering process, and will outline the Consultant's plan of action to successfully complete tasks according to the scope of work and within budget. The PMP will contain a refined scope of work, project schedule, staffing allocation plan, schedule and cost control plans, a quality control plan, and a document control plan.

The Consultant will prepare and update an integrated project schedule as one of the critical elements included in the PMP. The integrated schedule will identify durations, timetable and critical path linkages for each subtask and deliverable in the scope of work and subsequent phases for project design, construction and delivery. The schedule will be updated at regular intervals throughout Phase One and used in project management meetings and documents.

The PMP document will specify the organizational structure and project management procedures, and provide a guideline for the orderly interaction of the multiple agencies, organizations and staff implementing the project. Basic elements typically addressed in the PMP are outlined below. The level of detail and emphasis will be updated and monitored as the project progresses through environmental review, preliminary engineering and final design.

- Background on project history, scope, project delivery, schedule and cost
- Organization and staffing
- Management and project controls
- Quality assurance/quality control procedures
- Procurement control
- Design program and management
- Safety and security
- Contract administration
- Public involvement
- Stakeholder involvement
- PMP control and revisions

***Deliverables:***

- Draft and Final Project Management Plan

**1.2 Project Management Activities**

1.2.1 The Consultant will perform project management activities, including scheduling, cost control, subconsultant contracting/management, and invoicing. Invoices will be completed and sent on the Consultant's 12-period accounting basis. Progress reports will accompany each invoice, describing the work completed during the subject invoice period.

1.2.2 The Consultant will attend monthly progress meetings for the project duration (assumed 10 meetings for duration of the design – Phases 1 and 2). This scope assumes two attendees from the Consultant per meeting. An additional 6 meetings are anticipated with County and two attendees from the Consultant team staff to review and resolve technical design features.

1.2.3 The Consultant will maintain a CPM schedule, using Microsoft Project, for the duration of the project. This master schedule will include the activities of the Consultant, but will also integrate overall program milestones, including key procurements and construction activities.

1.2.4 The Consultant will develop a Quality Assurance/Quality Control (QA/QC) Plan at the outset of the project. This document will focus on The Consultant's deliverables and will identify QA/QC Task Managers for the major components of the project, along with anticipated milestones for QC reviews. The document will also describe the appropriate levels of review for each of the major components.

1.2.5 The Consultant will establish document management systems for maintaining both internal documents (Consultant administrative and working files) and external documents (files to be shared with the County). The external document management system will be web-based, and will be accessible from County computers.

***Deliverables:***

- Monthly Invoices
- Meeting Summaries
- Integrated Project Schedule and periodic updates
- Draft and Final Quality Plan

**1.3 Public Involvement Support and Assistance**

Public involvement scope supports the CE2 and focuses on providing information to and seeking input from the public and stakeholders. Specific tasks include:

***1.3.1 Assist with Developing Public Involvement Plan***

The Consultant will assist County staff with developing a public involvement plan that outlines:

- Key public involvement activities linked to the schedule for the project and the objectives for each activity.
- Target audiences and mechanism to be used to reach each audience.
- Key messages regarding the project alignment, trailhead locations, required right-of-way or Easements, and the Categorical Exclusion.

***1.3.2 County-led Public Forum Meeting***

The Consultant will assist the County in planning a single Public Forum Meeting to engage the communities along the Corridor and to convey information and solicit input. The Consultant, at the County's request will furnish material and personnel to support the County at the meeting where community members would have the opportunity to learn more about the project, ask questions and provide comments. All direct costs will be borne by the County. Consultant will



provide up to two key personnel to attend and participate in the meeting. Materials relating to conceptual trail path and trailhead planning will be developed in Task 2 for presentation at the meeting.

***Deliverables:***

- Meeting Summaries
- Meeting Materials (Prepared in Task 2)

**Task 2: Best Path of Trail Planning**

**2.1 Best Path of Trail Planning**

The preliminary planning by the KCATA and Jackson County was completed in the *Rock Island Corridor Shared-Use Path Scoping Study* (July 2016). The *Scoping Study* alignment will be the starting point for the preferred alignment; however, there are still alignment options to be reviewed and analyzed to support a final alignment and location determination. This task will include reviewing and refining the alignment at the View High to Knobtown segment, as well as a discussion of the shared-use path location and design features along the length of the corridor. The goals of this review is to see if capital costs can be reduced and better position the alignment with more detailed information. Three alternatives for the View High to Knobtown segment will be reviewed including:

1. Rock Island Corridor (using Tunnel below Bannister Road)
2. Rock Island Corridor (not using Tunnel), and
3. Little Blue Trace streamway alignment.

Key activities in this effort will include:

- Consultant team will walk the corridor to assess detailed prevailing conditions that would affect the planning and design of the SUP, and to identify critical areas to be assessed at subsequent on-site trailblazing activities with County and key stakeholders.
- Conduct a one-day Best Path of Trail workshop with County staff and up to five key personnel from the Consultant team to review and refine the alignment, including a field visit to review critical locations

***Deliverables:***

- Prepare draft and final Best Path of Trail summary memorandum.

**2.2 Coordination with Regional Transportation Network and Trailheads**

**2.2.1 Regional Transportation Network**

Connections with existing and planned regional trail systems are an important component of this project. The Consultant will research regional trail systems, existing and planned on-street bicycle and pedestrians facilities. As part of this Phase, the Consultant will conduct the additional work necessary to integrate the Rock Island SUP with these existing and proposed systems. The Consultant will also work

with County and KCATA to examine and recommend interconnection with other trail and transit systems.

The Consultant will participate in up to six County-led meetings to establish and review connections with transportation network. Each meeting includes up to three Consultant staff members. Potential meeting participants may include: Kansas City, Raytown, Lee's Summit, Greenwood, Pleasant Hill, MoDOT, KCATA, MARC. No new materials will be developed for these meetings. The following is a list of potential topics of discussion which may include, but is not limited to:

- Greenwood 'gap'
- KCMO Blue River Trail/Cleaver Boulevard connection via Stadium Drive
- Rock Island Transit Feasibility Analysis
- Paragon Star and Little Blue Trace
- Noland Road Junction

### 2.2.2 Trailhead Locations and Typology

The previous scoping study made a number of initial assumptions with respect to trailhead locations. The following is a list of trailhead locations to be considered:

1. Truman Sports Complex
2. Raytown North
3. Woodson Road
4. Little Blue Trace Park
5. View High/Paragon Star (*assumed by others*)
6. Hartman Park (*only connecting trail/sidewalk and signage needed as this is an existing park with amenities*)
7. Scherer Road

Proposed trailheads will be spaced along the alignment at places close to major activity centers and areas that have available right of way space. The trailhead locations will be sited and configured to reduce overall project cost. Consultant will develop no more than three typologies to be considered by stakeholders. With stakeholder input, preferred components will be selected for inclusion in each trailhead location.

It is assumed that the design of trailheads will incorporate stakeholder input from the Public Forum meeting (Task 1.3.4) and Consultant will prepare exhibits to assist the County in their subsequent outreach efforts. Exhibits for presentation at the Public Forum will include, but not be limited to: colored trailhead plans, perspective views, and precedent images of various proposed components

Initially, the Consultant will start with the general locations that have been previously identified for trailheads. The key factors that the Consultant will use to determine these locations will be:

- Convenient and comfortable connections to major activity centers.
- Direct and convenient connections with roadway network or other trail systems.

- The ability to physically place a trailhead at the location, reviewing available County right of way, utilities and other control features.
- Interaction with existing and potential transit.
- Preserving space for freight and transit facilities within the corridor.

**Deliverables:**

- Conceptual designs for each trailhead location showing the general foot print and approximate construction limits for assessment of impacts.
- Presentation Materials of conceptual trail and trailhead location and design for use in the Public Forum meeting (Task 1.3.4)
- Prepare a technical memorandum summarizing the final trailhead locations, decision-making process, and options for funding through private sponsorships and potential site developments.

**Task 3: Environmental Clearance**

The purpose of this task is to prepare a Categorical Exclusion (CE2) compliant with the MoDOT LPA process. It is expected that a Categorical Exclusion (CE2) will be the class of action applicable for this project. The CE2 process and documentation will comply with local, state and Federal requirements, and will be prepared concurrently with the Preliminary Plans efforts.

No significant environmental impacts are anticipated as a result of this project, with any potential minor impacts as identified to be offset with implementation of appropriate mitigation measures or best management practices as agreed upon with MoDOT and other review agencies.

For the purposes of this scope, it is assumed that the Study Area/Area of Potential Effect (APE) is limited to within the existing railroad right-of-way. If MoDOT or other resource agencies determine that the Study Area/APE extends beyond the right-of-way, effort to further complete the resource review will be performed as an Additional Service to be negotiated. Furthermore, if any adverse effects to cultural resources are determined, an MOA and said requirements shall be included in future work.

**3.1 Categorical Exclusion Document and Resource Review**

Consultant will compile and document CE2 information in compliance with the MoDOT LPA procedures as outlined in Section 136 of the MoDOT EPG, including agency coordination and addressing project features identified per 23CFR771.117(d) to support the final determination of a Categorical Exclusion. The CE2 will be based on the conceptual design prior to development of 35% Preliminary Plans. Additional or refined impacts identified at the 35% Plan level will be addressed and incorporated as necessary into the CE2 prior to development of right-of-way plans.

**3.1.1 Resource Review**

Using the Form and MoDOT guidance, Consultant will review relevant resources. Some resources will likely require more evaluation than others. At a minimum, the following resources are considered to require evaluation: right-of-way required (including relocations and easements; temporary and permanent), displacements, community impacts, farmland impacts, wetland/stream impacts, wetland quality impacts, floodplain impacts, air quality impacts, noise impacts, cultural resources/Section 4(f)

historic sites, parkland Section 4(f)/6(f) involvement, threatened and endangered species, and hazardous waste.

### **3.2 Cultural Resources**

#### ***3.2.1 Historic Context and Architectural Review***

Consultant will complete Historic Survey Forms for all resources identified within the Area of Potential effect (APE) found within the right-of-way (i.e., bridges, tunnels, culverts and any other associated rail structures/and or buildings). It is estimated that there are approximately 40 resources that will be examined.

Consultant will prepare a Historic Context Report to include the history of this portion of the rail line, an overview of the resources within the right-of-way, historic and current images and recommendations will be prepared. The Historic Context Report will reference previous studies and reports that may have specifically addressed this portion of the corridor. The report will include historic bridge plans (if available), footnotes and bibliography, and an overarching narrative that could be used on interpretative plaques or signage.

#### ***3.2.2 Archeological Review***

Consultant will prepare a comprehensive literature review for the APE including historical atlas/plat maps and background research on the development of the area.

Consultant will complete a field inspection consisting of a pedestrian survey of the APE and soil probes will be used where appropriate in open green spaces to determine ground disturbance and intact soils. Photographs will be taken while completing the pedestrian survey and provided in a photo log with reference map.

#### ***3.2.3 SHPO Coordination Letter***

Consultant will draft a letter to the Missouri State Historic Preservation Office (Missouri SHPO) defining the project and the need to comply with Section 106 for the agency/applicant in charge of this project. Both a hard copy and a digital version will be delivered to include a summary of the historic context, architecture and archeology research.

NOTE: If MoDOT or the Missouri SHPO determines that the APE extends beyond the right-of-way to include adjacent buildings, structures or below ground features, effort to further complete the Section 106 process to include those features will be performed as an Additional Service to be negotiated. Furthermore, if any adverse effects are determined, development of a Memorandum of Agreement and said requirements will be included in the supplemental agreement for Additional Services.

### **3.3 Parkland Section 4(f)/6(f) Evaluation**

#### ***3.3.1 Database/Mapping Review***

Consultant will determine if adjacent 4(f) properties such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state or national significance are impacted by the project alignment. Consultant will also determine if any adjacent property was developed under Section 6(f) of the Land and Water Conservation Fund Act.

#### ***3.3.2 Prepare Compliance Worksheet***

If the situation can be handled as a de minimis determination or fits the criteria for a programmatic evaluation, the Consultant will prepare the MoDOT LPA Section 4(f) compliance worksheet and concurrence letter.

NOTE: If MoDOT or FHWA require a full Section 4(f) Evaluation, effort to further complete the Section 4(f) process will be performed as an Additional Service to be negotiated. If MoDOT or FHWA require mitigation for any park or public lands affected by the project that were funded from the Land and Water Conservation Act, effort to further conform with Section 6(f) provisions for mitigation will be performed as an Additional Service to be negotiated.

### **3.4 Wetland and Waters Evaluation**

For this project, the following definitions will apply:

Full Delineation shall mean delineating wetlands and waters of the US (regardless of isolation or jurisdictional status) according to the 1987 Corps Wetland Delineation Manual. The delineation shall include (a) ground level photographs, (b) documentation of wetlands on Corps Wetland Determination Data Sheets (using the Midwest or Great Plains Regional Supplements) at all sample points, and (c) identification and characterization of other waters of the US (streams, lakes, ponds, pits or other impoundments), including delineation of the ordinary high water mark (OHWM) if present and determination of USGS Hydrologic Code and water regime. Field data collection shall be accomplished during the growing season, generally between 1 May and 1 November. The delineation data will be organized in to a clearly written Wetland Delineation Report.

#### *3.4.1 Documentation of Findings and Coordination*

Consultant will plot the data that has already been collected on aerial photographs with the alignment and stationing. Data will include wetland boundaries, wetland types, waters of the US (OHWM) and location of data collection points and photographs. The Consultant will prepare a letter for the United States Army Corps of Engineers to determine if a Section 404 Permit will be required as a commitment for project clearance.

### **3.5 Threatened and Endangered Species Review**

#### *3.5.1 Database Review*

Consultant will review existing resources and prepare for the site visit. A report from the Missouri Department of Conservation's Natural Heritage Review database will be requested for state-listed species. A report from the US Fish and Wildlife Service's (USFWS) Information for Planning and Conservation (IPaC) database will be requested for state-listed species.

#### *3.5.2 Field Survey*

Consultant will visit the project site to determine if suitable habitat for state and federally listed bat species and migratory birds is present within the corridor. Suitable habitat will be delineated with GPS and plotted on aerial photographs for assessment during design.

#### *3.5.3 Documentation of Findings and Coordination*

Consultant will plot the data on aerial photographs with the alignment and stationing. Data will include habitat boundaries and types and photographs. The Consultant will prepare a letter for the Missouri Department of Conservation and USFWS to determine if any commitments are needed for project clearance.

### **3.6 Hazardous Waste Review**

#### *3.6.1 Database Review and Windshield Survey*

Consultant will complete a Hazardous Waste review for the project's environmental study area to identify the presence or likely presence of known or potential hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures, on the property or into the ground, groundwater, or surface water of the property.

The review will include a review of previously completed Phase I and Phase II Environmental Site Assessments (ESAs) completed for the Union Pacific Railroad and the County. Findings of the ESAs will be supplemented with a windshield review of the project study area.

### **3.6.2    *Documentation of Findings and Coordination***

Any facilities identified during the review will be assessed and their potential impact on the project discussed in a technical memo. The memo will be included as an appendix to the NEPA document, with the findings summarized in the main body of the NEPA document.

Note: If MoDOT or Missouri DNR determines and request that soil testing or other hazardous material tests be performed, said work will negotiated and performed as Additional Services.

### **3.7      *Floodplain Studies***

Consultant will identify areas where mapped floodplains and regulatory floodways will be crossed, and determine extents of potential impacts. County will obtain and inventory most current and available floodplain maps, and available floodway models from local floodplain managers or FEMA sources for Phase 2 No-Rise analysis.

### **3.8      *Documentation and Revisions***

The Consultant will complete the MoDOT Standard CE2 Form. Consultant will obtain agency concurrences and produce supplemental information to attach to the Form. Figures and resource maps will also be required to be attached to the Form and produced or obtained by Consultant. The Form and attachments shall be sent to the County and MoDOT for review and approval. Consultant will submit a revised Form, addressing County, MoDOT and FHWA comments, and prepare the final version of the Form.

#### ***Deliverables:***

- Draft and Final CE2 Data Form with agency concurrences and supplemental information attached.

#### ***Assumptions***

Detailed noise studies, including collection of ambient noise readings and modeling are not included in this scope of services.

Detailed air quality studies, including collection of traffic volumes for air quality modeling are not included in this scope of services.

No mitigation negotiations or design is included in this scope of services.

No hazardous material or soil testing is included in this scope of services.

## **Task 4: Design Direction and Documentation**

### **4.1      *Memorandum of Design***

Design criteria will need to be developed early in the process of finalizing the CE2 and conducting the ACE. The Consultant will develop Design Criteria for review and approval by the County and KCATA. The

final Design Criteria developed and approved will serve as the basis of design for the ACE phase and final design and construction.

Consultant will develop and deliver one design memorandum; in general, the design criteria will include the following chapters:

- General
- SUP Alignment
- Civil Work
- Structural Design
- Trailhead Design
- Landscaping and Irrigation
- Traffic Control
- Lighting Design
- Safety
- Security
- Geotechnical Research
- Storm Drainage
- Utilities
- Paving Material
- Signage Design

***Deliverables:***

- The Consultant will prepare a draft and final Design Criteria Manual for this project.

**Task 5: Preliminary Plan Development**

**5.1 Collection of County GIS Base Mapping and review of Utility mapping**

County will provide most recent and available GIS mapping and other map sources to support conceptual planning and initial utility coordination efforts, prior to receipt of the final design mapping from the County for preparation of Preliminary Plans.

**5.2 Initial Utility Research and Coordination**

The Consultant will develop a composite plan of all existing utilities and conduct an analysis to determine the possible conflicts, proposed relocations, and potential utility improvements required to accommodate the proposed project. Relocation of existing and/or construction of new utilities constitute a major element of risk to the owner for the final delivery of this project. The Consultant will identify all high risk utilities, coordinate with utility providers to determine the most appropriate method to mitigate the risk, and develop agreements between the utility owner's and the County for the most appropriate maintenance and access protocols. The County will designate a representative with whom Consultant will coordinate all utility-related activities. Elements of work under this task include:

**5.2.1 Initial Utility Coordination**

Consultant will work with County staff and the utility companies to progress the utility coordination effort; this will include the distribution of notices, meeting requests, initiating and facilitating

discussions, meeting with and conducting private workshops with both private and public utilities in the corridor, developing mitigation requirements, and maintenance and access protocols, and documenting key decisions.

Consultant will work with the County and each utility to collectively review existing utility franchise agreements and easements to determine each utility company's responsibilities for identification, field locating, relocation and/or replacement of utility lines to accommodate the proposed project facilities.

Consultant will assist the County in developing up to ten utility agreements.

#### *5.2.2 Develop Utility Composite Maps*

The Consultant will submit letters to utility owners to obtain as-built and/or design drawings for all utilities anticipated to be within the Rock Island corridor right-of-way, or within 25 feet of the proposed SUP alignment. The Consultant will develop composite drawings to illustrate all utilities based on the as-built and/or design drawing provided by each utility. This information will be coordinated with the design survey to be conducted as part of this scope-of-work. As-built and/or design information will be adjusted as needed based on actual field survey. In the event of discrepancies, between the plan data provided by the utility companies and the design survey, the survey location will control. Discrepancies will be reviewed with the relative utility company to reach a mutual agreement on the location of the utility.

The Consultant will submit the existing utility composite drawings to all known utility owners within the right-of-way for review, comment, and consensus to ensure their facilities, as they know them, are accurately represented in the utility base mapping. Consultant will incorporate utility owner's comments into the utility base mapping and existing utility composite drawings.

#### *5.2.3 Develop Utility Guidelines*

The Consultant will work directly with the County and utility companies to develop formal utility guidelines addressing utility protection and relocation, clearance requirements, and access and maintenance protocols for inclusion in the design criteria. The guidelines will be based on discussions with the County and affected utility owners and agreements established for this project.

#### *5.2.4 Develop Initial Utility Conflict Plans*

Conceptual utility relocation drawings will be developed to illustrate all proposed utilities to be relocated and the general scope of work anticipated for each. The drawings will identify utilities by type, size, and ownership and their agreed to disposition for each relocation along the proposed alignment.

#### *Assumptions*

Consultant will provide a maximum of 80 hours for utility coordination in this phase. Utility location accomplished during this phase will be by SUE Level B methods which includes horizontally locating all known utilities through field locates by others. No pot holing or vertical information on subsurface utilities will be obtained during this phase. If required, level A SUE procedures will be performed either by others or by Consultant as an additional service in Phase 2 design services.

#### ***Deliverables:***

- Up to 10 utility meeting summaries



- Prepare updated existing utility composite drawings to be developed on existing GIS or other mapping source data.
- Assist the County in developing initial agreements with impacted utility owners. (up to 10)

### **5.3      Structures Condition Assessment**

For the purposes of this SUP project it is assumed that in general, the existing structures will provide the structural capacity to carry SUP loads, including maintenance and emergency vehicle traffic. Structural assessment of the existing bridges will be limited to a qualitative evaluation of the physical condition of the structures, as they relate to general condition and maintenance. Consultant will provide rehabilitation and improvements recommendations based on observation of the physical condition of the structural components of the bridges. County will provide final direction to Consultant with regards to acceptance and limits of any recommendations provided by the Consultant in regards to rehabilitation and corrective improvements. These preliminary structural evaluations will be performed on the following bridges:

1. MP 282.2      67<sup>th</sup> Street
2. MP 281.6      Wildwood
3. MP 280.6      75<sup>th</sup> Street
4. MP 280.0      Frost Road
5. MP 279.0      MO Rte 350/Blue Parkway
6. MP 278.3      White Oak Creek
7. MP 277.8      Bannister Road tunnel
8. MP 277.0      Little Blue River
9. MP 276.3      Chipman Road
10. MP 274.8      SW 3<sup>rd</sup> Street
11. MP 273.8      Cedar Creek (20 ft. culvert)

Structures at MP 285.5 (Sportsman Drive), MP 285.2 (Blue Ridge Cutoff), and MP 285.0 (47<sup>th</sup> Street) will not be included in the evaluation, as new shared use path bridges adjacent to the existing bridges will be designed at these locations. It is assumed that the new bridge structures will not be designed nor rated to handle construction traffic.

This list is limited to existing railroad bridges that are envisioned to be converted to a SUP bridge. The railroad bridges are shown as over roadways or waterways. Only those drainage crossings whose concrete arch width of crossing is greater than 20 feet are classified as bridges. The Bannister Tunnel is also included in this structural assessment. Also, while the project limit starts at Stadium Drive, it is understood that the trail alignment would leave the rail corridor and access the intersection of Raytown Road and Stadium Drive. Consequently, evaluation of the Stadium Drive bridge is not included.

#### **5.3.1    Data Collection**

- Collect and review as-built drawings and rehabilitation plans of bridges and tunnels, as available
- Collect and review recent bridge and tunnel inspection reports, as available

#### **5.3.2    Inspect Structures**

- Inspect each structure to verify condition of existing bridges and tunnel
- Compare findings to recent inspection reports, as available

- Provide a condition inspection summary for each structure and document any findings that may affect SUP serviceability

*Assumptions:*

- Available plans will be provided by County
- Desired rating and service life of the structures shall be provided by County
- Access permits required to access the structure will be provided by County
- Traffic control, if necessary to accommodate inspection or access, will be provided by County

*Condition Assessment:* The intent of the Condition Assessment is to evaluate the structure as compared to the most recent Load Rating, In-Depth and Routine bridge inspection reports provided by the County, ascertain the overall general condition of the structure, and determine the extent of additional inspection and testing required to determine if capacity is sufficient to carry SUP loading.

As-built plans shall be reviewed at such level to determine if Non-Destructive / Destructive testing is necessary to perform structural calculations. This may include the location of internal reinforcement, concrete strength, and other information vital to determining structural capacities.

*The inspections shall:*

- Not be conducted at an element level, i.e. PONTIS Core Elements
- Be completed without the use of mechanical access equipment, climbing techniques, or other access methods
- Be completed from the ground / deck level accessed by foot using customary visual techniques including binoculars if necessary
- Be completed under the guidance of a registered Professional Engineer (PE) meeting the requirements of a Program Manager as specified in 23 CFR Part 650.309 Qualifications of Personnel
- Be completed by an NBI Team Leader and NBI Team Assistant as defined in 23 CFR Part 650.309 Qualifications of Personnel

*Consultant will NOT be responsible for the following:*

- Conditions which are not obvious through usual and customary visual inspection techniques.
- Conditions which are not visually accessible to inspectors. It is not the responsibility of inspectors to clean or remove excess debris in order to access bridge elements.
- Conditions or events that occur at or to a structure after the completion of the initial field inspection that may affect the results of the initial field evaluation.
- Inspection below ground surface
- Recommendations related to structure rehabilitation, i.e. mapping of delaminations, spalls, exposed rebar, or other deficiencies

### 5.3.3 Assessment for SUP Use

- Load rating calculations will not be performed for any structures.

- Results from condition inspections will be considered to evaluate if the structures can accommodate SUP service.
- Provide a one-page (no graphics or photos) summary of each bridge listing the critical issues that may affect the bridge capacity and ability to accommodate SUP service.

## **5.4 Preliminary Structures Design**

### **5.4.1 Preliminary Bridge Design at Specific Locations**

#### **MP 285.8 through 280.2 – Nine (9) Drainage Structures**

- Perform refined hydraulic studies to support final design
- Develop preliminary details for lengthening structure
- Develop preliminary details for pedestrian/bike railings (fences), if required

#### **MP 285.5 – Sportsman Drive**

- Design new single span shared use path bridge adjacent to the existing structure
- 

#### **MP 285.2 - Blue Ridge Cutoff**

- Design new single span shared use path bridge adjacent to the existing structure

#### **MP 285.0 - 47<sup>th</sup> Street**

- Design new single span shared use path bridge adjacent to the existing structure

#### **MP 282.2 - 67<sup>th</sup> Street**

- Existing deck plate girder bridge to be reused
- Develop plans for removal of track, ties, ballast
- Develop details for necessary structural rehabilitation
- Develop details for new bridge deck surface
- Develop details for pedestrian/bike railings (fences)
- Develop plan for painting

#### **MP 281.6 – Wildwood Drainage**

- Former structure over drainage way (on rail alignment) is unusable
- Develop plans for new trail structure over drainage on offset trail alignment
- Develop details for pedestrian / bike railings (fences)

#### **MP 280.6 - 75<sup>th</sup> Street**

- Existing concrete arch bridge to be reused
- Develop plans for removal of track, ties, ballast
- Develop details for repairs of cracks and other necessary structural rehabilitation
- Develop details for pedestrian/bike railings (fences)

#### **MP 280.0 – Frost Road**

- Existing concrete arch bridge to be reused.
- Develop plans for removal of track, ties, ballast, etc.
- Develop details for repair of cracks and other necessary structural rehabilitation.
- Develop details for pedestrian / bike railings (fences).

#### **MP 280.0 thru 279.1 – 6 Drainage Structures**

- Perform hydraulic studies
- Develop preliminary details for lengthening structure
- Develop preliminary details for pedestrian fence/railings if required

**MP 279.0 – MO-350**

- Existing deck plate girder bridge to be reused.
- Develop plans for removal of track, ties, ballast, etc.
- Develop details for necessary structural rehabilitation.
- Develop details for new bridge deck surface.
- Develop details for pedestrian / bike railings (fences).
- Develop plan for repainting

**MP 278.3 – White Oak Creek**

- Existing concrete arch bridge to be reused.
- Develop plans for removal of track, ties, ballast, etc.
- Develop details for repair of cracks and other necessary structural rehabilitation.
- Develop details for pedestrian / bike railings (fences).

**MP 277.7 – Tunnel under Bannister Road**

- Existing concrete arch bridge to be reused.
- Develop details for repair of cracks and other necessary structural rehabilitation.
- Develop lighting support locations and attachment method.

**MP 277.0 – Little Blue River Bridge**

- Existing deck plate girder bridge to be reused.
- Develop plans for removal of track, ties, ballast, etc.
- Develop details for necessary structural rehabilitation.
- Develop details for new bridge deck surface.
- Develop details for pedestrian / bike railings (fences).

**MP 276.7 thru 270.5 - 20 Drainage Structures**

- Perform refined hydraulic studies
- Develop preliminary details for lengthening structure
- Develop preliminary details for pedestrian fence/railings if required

**MP 276.3 – Chipman Road**

- Existing concrete arch bridge to be reused.
- Develop plans for removal of track, ties, ballast, etc.
- Develop details for repair of cracks and other necessary structural rehabilitation.
- Develop details for pedestrian / bike railings (fences).

**MP 274.8 – SW 3<sup>rd</sup> Street**

- Existing thru plate girder bridge to be reused.
- Develop plans for removal of track, ties, ballast, etc.
- Develop details for necessary structural rehabilitation.
- Develop details for new bridge deck surface.
- Develop details for pedestrian / bike railings (fences).
- Develop plan for painting

**Deliverables:**

- Inspection letter report containing a summary of current condition; photographs depicting general condition; updated NBI Condition Ratings (if necessary) for NBI Items 58 (Deck), 59 (Superstructure), 60 (Substructure); and recommendations for additional inspection/testing requirements, additional analysis, and general maintenance pertaining to the use of the structure for a Shared Use Path application.

**5.4.2 Preliminary Retaining Wall Design**

Consultant will prepare preliminary designs for all retaining walls. Retaining walls are assumed to be large block mechanically stabilized earth (MSE) wall systems with concrete foundations. Design of cast-in-place walls are not included in this scope. Note that the number of retaining walls required is assumed to be 26, based on the scoping study and subsequent design directives from the County. The previous scoping study was based on GIS data so some variance in the number of walls is expected, however the scope is limited to 30 walls.

**5.5 Traffic Analysis**

The Consultant will review traffic patterns at potential at-grade roadway crossings of the SUP. A traffic analysis will be performed to support determination of traffic control at mid-block crossing locations based on traffic data to be provided by the County. The Consultant will provide up to four hours of counts at the following 13 locations to supplement traffic data provided by the County:

- |              |                            |
|--------------|----------------------------|
| 1. MP 284.1  | 53 <sup>rd</sup> Street    |
| 2. MP 283.8  | 56 <sup>th</sup> Street    |
| 3. MP 283.4  | 59 <sup>th</sup> Street    |
| 4. MP 282.4  | Railroad Street (parallel) |
| 5. MP 281.3  | Woodson Drive              |
| 6. MP 281.0  | Irwin Road                 |
| 7. MP 278.4  | Brickyard Road             |
| 8. MP 274.2  | Old Pryor                  |
| 9. MP 273.9  | SW Longview                |
| 10. MP 273.2 | Ward Road                  |
| 11. MP 272.2 | Scherer Road               |
| 12. MP 272.0 | Jefferson Street           |
| 13. MP 270.5 | Hamblen Road               |

**Notes:**

- Bannister Road is not included in the above list since the intent is to utilize the tunnel, however traffic counts could be obtained for information sake.
- It is also recognized that Hamblen Road would not constitute a road crossing as the SUP does not cross the roadway. Similarly for purpose of traffic control components, it is assumed that Hamblen Road would not need any traffic control as the SUP does not cross the roadway
- It is assumed that the Consultant would conduct traffic counts at the 13 locations.

This scope provides for a traffic analysis and control recommendations at up to 13 at-grade crossing locations.

***Deliverables:***

- Technical memorandum summarizing the traffic counts collected and recommended traffic control measures at at-grade crossings.

**5.6 Geotechnical Analysis**

Consultant will perform a geotechnical investigation and analysis to support conceptual analysis of retaining walls, embankments, and culvert extensions

***5.6.1 Geotechnical Sampling***

Consultant will perform a geotechnical investigation to support detailed design of embankments, retaining walls, pedestrian bridge abutments, and culvert extensions. A maximum of 40 samples will be obtained to support retaining wall design based on the assumption of a total of 4,000 linear feet of wall, with a representative average sample spacing of 100 feet. Borings will be advanced to 10 feet in depth, or 3 feet into rock, whichever elevation is higher.

A maximum of 6 borings will be obtained at the abutments for the three pedestrian bridges. Borings will be advanced to 10 feet in depth, or 3 feet into rock, whichever elevation is higher.

An additional 25 borings are included to be obtained to support detailed design and foundation recommendations for drainage culvert extensions.

Consultant will obtain shallow/hand borings and field classifications at selected locations along the alignment of the SUP. Borings will extend to 5 feet in depth, or to refusal, whichever elevation is higher. Locations will be coordinated with the trail designers to be in locations of concern, and at locations that will not change grade significantly. A total of 25 borings and field classifications are included in the scope.

***5.6.2 Geotechnical Analysis***

Consultant will perform geotechnical analysis and develop preliminary recommendations for design and construction of embankments, bridge abutments, and retaining walls. A maximum of 35 global stability analyses are included in the scope of services.

***5.6.3 Staking for Geotechnical Investigation***

Consultant will survey the boring locations and provide a stake at the boring with an elevation of the ground surface.

**5.7 35% Complete Preliminary Plans**

The Consultant will reference Category 235 of the Engineering Policy Guide (EPG) for general guidelines and requirements for preliminary design. The base drawings for the preliminary plans will be used later as full-scale base drawings for right of way and/or final design plans. Other chapters may be applicable for preliminary design preparation. Following completion of Preliminary Plans and development of opinions of construction costs, Consultant and County will establish specific limits of design package to be advanced for purposes of project budgeting and construction contracting.

***5.7.1 Supplemental Design Surveys***

The Consultant will be responsible for incidental surveying that is required to gather data or provide

control for the detailed design of the project. Supplemental topographic surveys are limited to a total of a 0.5 acre of area.

#### **5.7.2    35% Complete Preliminary Plan Development**

The Preliminary Plans will be prepared in accordance with the applicable sections of the MoDOT EPG, including proposed design features based on the following general plan preparation criteria:

- The plan view English scale will be 1"= 50' horizontal and extend at least 500 feet beyond the project limits.
- The profile view English scale will be 1"=50' horizontal, and 1"=10' vertical. The profile view will be placed under the plan view on a combined plan over profile sheet.
- The Preliminary Plans will include the tentative additional easement and right of way limits, property lines and ownerships, section lines, township and ranges, any U.S. Surveys, city limits, and a general outline of the construction staging and critical design items.
- Preliminary at-grade crossing design including preliminary design of traffic control, signing, and pavement marking.
- Typical sections will indicate SUP surface material types and required area of clearing.

#### **5.7.3    Preliminary Drainage Design**

- Conceptual design and location of drainage facilities consisting of ditches, small cross-trail culverts, and possible low-water crossings will be designated on the Preliminary Plans.
- For major drainage structures, the Consultant will perform the geometric analysis and hydraulic analysis to develop type, size, and location drawings consisting of a general plan and elevation of the structure, typical trail sections, and trail profiles.

#### **5.7.4    Preliminary Construction Traffic Control Design**

Preliminary Plans will include a general traffic control plan with an outline for construction staging conforming to the requirements of the MUTCD and the MoDOT EPG, and as may be supplemented by standards and practices provided by the County. Traffic control plans will be developed specifically for areas of at-grade crossings, bridge construction, and other areas where construction is in the immediate proximity to active roadways.

### **5.8      Preliminary Utility Coordination**

As Preliminary Plans are developed, Consultant will distribute in-progress plans and will facilitate meetings with the public and private/franchise utilities to discuss the project, utility impacts, relocations and possible extensions of public and private utilities, and discuss the potential construction efforts. No utility relocation or extension designs are included in this scope.

### **5.9      Preliminary Trailhead Design**

Consultant will develop preliminary trailhead designs for a maximum of five trailheads based on the locations and typologies established in the regional coordination stakeholder meetings (2.2.1). Understanding that some trailheads will have more amenities than others, design will include selection



of durable site fixtures/furnishings, parking layout, lighting design, and signage. Opportunities for possible future amenities such as shelters or incorporation with future transit stations may be identified, but formal designs or alternatives will not be advanced in this scope.

Trailhead grading and ADA compliance will be taken into consideration relative to trail access and access to surrounding public areas and parking. Structures shall be designed to meet ADA standards as required.

#### **5.10 Preliminary Lighting Design for Trailheads and Tunnel**

Consultant will develop preliminary security lighting design plans for trailhead and daytime lighting for the Bannister Road tunnel. Security lighting for trailheads will include KCP&L or city standard street lighting to provide illumination for security only. Tunnel daytime lighting will be based on ANSI/IESNA standards for pedestrian underpasses.

Consultant will coordinate with local electrical utility to determine costs, requirements, and schedule for power drop. County to pay all utility fees associated with this.

#### **5.11 Preliminary Landscape Design for Trailheads**

Consultant will develop preliminary landscape designs to accompany each trailhead type along the corridor. This may include a consistent palette of plans throughout the corridor with varying plant configurations related to the type of trailhead and surrounding context. Preliminary landscape designs will be presented to County and stakeholders for review and input from preliminary trailhead designs prepared under Task 5.10.

#### **5.12 Preliminary Opinion of Construction Cost**

The Consultant will prepare an opinion of construction cost estimate. The County will prepare the right of way estimate based on the right of way requirements furnished by the Consultant.

#### **5.13 Permits**

##### *5.13.1 Section 404/401 Water Quality Permits*

Consultant will prepare a United States Army Corps Section 404 Permit application for the project. It is assumed that a Nationwide Permit 14 will be prepared. Consultant will coordinate with the MDNR regarding Section 401 Water Quality Certification. This item may be combined with the above Section 404 Permit, depending on the amount of impacts to waters of the U.S.

NOTE: If an Individual Permit (IP) is required, it will be prepared as an Additional Service. If USACE, or any other agency, determines that mitigation is needed, effort to further complete those services will be performed as an Additional Service to be negotiated.

##### *5.13.2 National Pollution Discharge Elimination System (NPDES) Permit*

Consultant will coordinate with the MDNR to receive project authorization under the NPDES.

#### **5.14 FEMA No-Rise Certifications**

Consultant will perform hydraulic assessment at watercourse crossings in defined floodplains and regulatory floodways in conformance with FEMA guidelines, to secure a Certification of No-Rise on behalf of the County floodplain manager.

**5.15 Combined Location/Design Public Meeting**

A Combined Location/Design Public Meeting conforming to the requirements of MoDOT LPA policy guidelines will be conducted after approval of the Preliminary Plans. The County will advertise for the Hearing and will set a date, time, and place. The Consultant's representative will be required to brief the County personnel before the meeting, and to attend the meeting. The Consultant will provide exhibits as requested by the County. County will be responsible for preparation of handout materials. The Consultant will record and prepare the meeting transcript, including the executive summary, and prepare the location sketch for appropriate County Approval. .

The Consultant will assist with:

- Securing the meeting locations. Due to the corridor length, two locations are anticipated in order to effectively reach affected parties along the corridor. County responsible for any costs associated for room rentals and snacks.
- Providing public notice through multiple channels including email, flyers, posting to the project website and Facebook page, and press releases.
- Developing information materials including fact sheet, information boards, presentation and comment cards as well as press packet.
- Providing up to six key personnel to attend the public meeting.
- Summarizing comments and preparation of the meeting transcript.

***Deliverables:***

- Meeting Exhibits
- Meeting Transcript

**PHASE 2 –FINAL DESIGN AND PLANS, SPECS, AND ESTIMATES FOR CONSTRUCTION CONTRACTING**

The Scope of Services for development of Final Plans and contract documents includes preparation of final Plans, Specifications, and Estimate (PSE) construction plans for the 16.5-mile long corridor. Clearing of the corridor of potential Indiana Bat habitat will not be included in the construction contract, and will be the responsibility of the County prior to construction of the project.

Bid alternatives, within MoDOT LPA limits (Up to 10% of estimated construction costs) may be included in the bid package.

**Task 6: Project Administration****6.1 Project Administration**

6.1.1 The Consultant update project management activities, including scheduling, cost control, sub Consultant contracting/management, and invoicing. Invoices will be completed and sent on the Consultant's 12-period accounting basis. Progress reports will accompany each invoice, describing the work completed during the subject invoice period.

6.1.2 The Consultant will update the CPM schedule, using Microsoft Project, for the duration of the project. This master schedule will include the activities of The Consultant, but will also integrate overall program milestones, including key procurements and construction activities.

6.1.3 The Consultant will update the Quality Assurance/Quality Control (QA/QC) Plan at the outset of the design phase for the project. This document will focus on The Consultant's deliverables and will identify QA/QC Task Managers for the major components of the project, along with anticipated milestones for QC reviews. The document will also describe the appropriate levels of review for each of the major components.

6.1.4 The Consultant will update the document management systems for maintaining both internal documents (Consultant administrative and working files) and external documents (files to be shared with the client and partnership team). The external document management system will be web-based, and will be accessible from County computers.

***Deliverables:***

- Monthly Invoices
- Meeting Summaries
- Integrated Project Schedule and periodic updates
- Updated Quality Plan and Project Guide

**6.2 Continued Public Involvement****6.2.1 Assist with Continued Public Involvement Activities**

The Consultant will assist with continued public involvement activities include:

- Continued stakeholder coordination as requested by the County

**Task 7: Right of Way Plans**

Following approval of the Preliminary Plans and the CE2 determination, the Consultant will advance the design of Right of Way plans, approximately 65% level of complete plans.

The Consultant will finalize any previous review of the SUP cross sections sufficiently to determine the feasibility of constructing retaining walls versus obtaining additional right of way. This final review will consist of a comparative evaluation of construction costs versus right-of-way costs.

Upon completion of the estimates by County and Consultant, the Consultant will recommend to the County a choice at the various locations which warrant consideration of the alternate retaining wall versus right of way solutions. The County will make the final determination of purchasing right of way, or constructing retaining walls.

Right of Way plans will be submitted to the County and MoDOT for review and approval. The right of way plans will be at the same scale as the construction plans.

If directed by the County, the Consultant will be incorporate revisions to the Right of Way plans resulting from negotiations with the property owners in an effort to acquire the right of way.

The County will be responsible for execution of any agreements with the cities for construction and maintenance of the SUP. County will also be responsible for execution of any utility agreements within the right-of-way or utility-specific designated easements. A copy of the executed agreements will be furnished to the Consultant for informational purposes. The Consultant will review and incorporate design provisions of these agreements.

The County shall review, approve, and certify the Right of Way plans as completed by the Consultant.

**7.1 Right of way Plan Development**

The following minimum design features will be included on the right of way plans:

- Title sheet with the appropriate project limits, access note and traffic data completed.
- Typical sections
- Cross sections at 50' intervals.
- Construction limits (slope lines); drainage facilities; entrances and their reference location, width and type; property owners, with areas of new right of way, easements and remaining property; centerline bearing, ties to legal land corners from centerline stations with notation for corner witness by a registered land surveyor; existing utility locations and easements, including replacement utility easements; horizontal curvature information; and proper right of way symbolization for new right of way (access control) and easements, including areas which may be required to accommodate temporary erosion control.
- Township, Range, Section and/or U.S. Survey information on each plan sheet near the title block or appropriate survey/section line.
- Advanced trailhead design to the extent necessary to determine final right of way and temporary or permanent easements.

**7.2 Incorporate Right of Way Surveys into Plans**

The Consultant will rely on right of way survey and property ownership information provided by the

County as developed by others, and incorporate into the Right of Way Plans. Consultant will perform and incorporate additional right of way surveys for one additional parcel not covered in the surveys provided by County (i.e. trailhead locations and other out of right-of-way trail locations).

### **7.3 Ownership and Encumbrances and Legal Descriptions**

Consultant will order Ownership/Encumbrance documents and Full Search Informational Reports for each tract from which right of way or easements are to be obtained, and prepare right of way acquisition legal documents based on approved right of way plans. This scope includes up to twenty properties.

### **7.4 Appraisals Support**

The County will prepare right of way appraisals and secure the necessary right of way by negotiation or condemnation, if necessary, for construction of this project. Consultant will provide support to County in the appraisal process.

### **7.5 Staking Right of Way**

If requested by the County and to performed as an addition, the Consultant will staked tentative right of way on individual properties, as required by County staff, during the right of way negotiation and acquisition phase of the project. If these services are requested, they will be performed as Additional Services.

## **Task 8: Final Plans and Contract Plans, Specs, and Estimate (PSE)**

### **8.1 Final Plans**

Final Plans will be developed for the corridor extending approximately 16.5 miles between Stadium Drive and Hamblen Road. Final plans will include the appropriate and current standards of Jackson County, the Kansas City Metro American Public Works Associations, and the Missouri Department of Transportation.

#### **8.1.1 Final Plan Development**

Consultant will develop Final Plans in conformance to MoDOT EPG section 136 and submit to MoDOT on behalf of the County. The following will be considered the as the minimum requirements for the complete Final Plans design set.

- a. Title Sheet
- b. Typical Sections
- c. Quantity Summary Sheets
- d. Alignment Tabulations
- e. Standard Notes
- f. Plan over Profile Sheets at 1"=50' horizontal (or different scale as determined by County Project Manager for clarity) and 1"=10' vertical
- g. Special Sheets for geometrics, referenced points, grading plan, landscaping, seeding, traffic control plan, construction sequencing, trailheads, parking lots, non-regulatory signage, and temporary erosion control plan and any other sheets for special design features
- h. Lighting Sheets, including quantity sheets and power drop
- i. Traffic Beacons/Signals Sheets at 1"=20' horizontal, with appropriate signal quantity

- sheets
- j. Signing and Pavement Marking Sheets, including quantity sheets
- k. Bridge plan set, complete for each structure.
- l. Retaining walls
- m. Tunnel repairs
- n. Culvert Sections at 1"=10' horizontal and vertical
- o. Earthwork Quantities, Cross Sections at 50' intervals, 1"=10' horizontal and vertical, including entrance sections with existing and proposed grades
- p. Tabulation of Quantities Sheets
- q. Construction workday study
- r. Construction estimate

#### *8.1.2 Final Drainage Design*

Final design and location of stormwater facilities on the project including ditches and pipe culverts will be designated on the Final Plans including the appropriate Hydrologic and Hydraulic design information

#### *8.1.3 Final Bridge and Major Storm Structure Design*

Final bridge design plans will be developed for the following bridges and major storm system extensions, and will include details and limits of rehabilitation as determined in Preliminary Plan Design development with concurrence from the County, including deck modifications to include a stable surface for SUP use and railings.

- MP 285.5 Sportsman Drive (New Shared Use Path Bridge)
- MP 285.2 Blue Ridge Cutoff (New Shared Use Path Bridge)
- MP 285.0 47<sup>th</sup> Street (New Shared Use Path Bridge)
- MP 282.2 67<sup>th</sup> Street
- MP 281.6 Wildwood
- MP 280.6 75<sup>th</sup> Street
- MP 280.0 Frost Road
- MP 279.0 MO Rte 350/Blue Parkway
- MP 278.3 White Oak Creek
- MP 277.8 Bannister Road tunnel
- MP 277.0 Little Blue River
- MP 276.3 Chipman Road
- MP 274.8 SW 3<sup>rd</sup> Street
- Major Drainage Structures

#### *8.1.4 Final Retaining Wall Design*

Prepare final designs for retaining walls.

#### *8.1.5 Final Construction Traffic Control Design*

The design plans will include a general traffic control plan with an outline for construction staging conforming to the requirements of the MUTCD and the MoDOT EPG, and as may be supplemented by samples provided by the County. The traffic control plan requires submittal to the County, and cities with jurisdiction for review and approval prior to inclusion in the final design plans.

#### *8.1.6 Final Trailhead Design*

Consultant will develop final trailhead designs based on the locations and typologies established in the regional coordination stakeholder meetings and as developed in Preliminary Plan development. Opportunities for possible future amenities such as shelters or incorporation with future transit station previously established may be shown on the plans, but formal designs or alternatives will not be advanced in this scope. Design will be limited to parking lot layout, surfacing, local sidewalk and trail connections, and designation of trailhead equipment as specified by the County.

Trailhead grading and ADA compliance will be taken into consideration relative to trail access and access to surrounding public areas and parking. Structures shall be designed to meet ADA standards as required.

#### ***8.1.7 Final Lighting Design for Trailheads and Tunnel***

Consultant will develop final lighting design plans for trailhead and daytime lighting for the Bannister Road tunnel. Security lighting for trailheads will include KCP&L or city standard street lighting to provide illumination for security only. Tunnel daytime lighting will be based on ANSI/IESNA standards for pedestrian underpasses.

#### ***8.1.8 Final Landscape Design for Trailheads***

Consultant will develop final landscape designs to accompany each trailhead type along the corridor. This may include a consistent palette of plans throughout the corridor with varying plant configurations related to the type of trailhead and surrounding context. Preliminary landscape designs will be presented to County and stakeholders for review and input from preliminary trailhead designs prepared under Task 5.10.

#### ***8.1.9 Final Temporary Erosion Control Plans***

Prepare detailed temporary erosion control plans for review and approval before inclusion in the final design plans. Consultant shall develop a project specific SWPPP, transferable to the Contractor.

#### ***8.1.10 Final Opinion of Construction Costs***

The Consultant will prepare an opinion of construction cost estimate. The County will prepare the right of way estimate based on the right of way requirements furnished by the Consultant.

#### ***8.1.11 Final Utility Coordination***

Upon request, the Consultant will furnish design plans, which show approved right of way, drainage facilities, signing, cross sections and roadway design features, for the County's handling and coordination with the utility companies' existing facilities, and proposed plans of adjustments. Consultant will assist the County in providing schedules for utility coordination and the public and private utility company's relocations. Consultant will also assist the County in the preparation and submittal of a Status of Utilities letter of certification conforming to MoDOT policy as required prior to advertisement and construction of the project.

### **8.2 Plans, Specifications and Estimate Package for Construction**

#### ***8.2.1 PS&E Contract Plans***

Specifications and contract provisions will be based on the Jackson County standard specifications and provisions, supplemented with the appropriate specifications of the Kansas City Metro American Public Works Association, and the MoDOT *Missouri Standard Specifications for Highway Construction*. Consultant will prepare supplemental technical specifications and special provisions to standard

specifications to suit the project needs, and will include the pertinent contract provisions for federal aid projects administered through the MoDOT LPA process and guidelines.

**8.2.2    *Incorporate Comments and Final Contract Plans, Specifications, and Estimate (PS&E)***

Consultant will address MoDOT and County comments on the PS&E package and deliver to County for subsequent advertisement and bidding by the County.



**Task 9: Bid Period Services****9.1 Bidding Assistance**

Following completion of the design and delivery of the final Plans, Specifications, and Estimate, the Consultant will be available to the County if requested to discuss and interpret the plans and specifications during the bidding and construction phase of the project as determined necessary by the County. During this phase of the project the Consultant will also be required to attend the pre-bid conference, the bid opening, and shall assist the County in bid award recommendations.

**END OF SCOPE**

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

**A RESOLUTION** recognizing Wallace S. Hartsfield, Sr., retired pastor of the Metropolitan Missionary Baptist Church, on the occasion of his 87<sup>th</sup> birthday celebration to be held on November 11, 2016.

**RESOLUTION NO. 19298**, October 24, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, Wallace S. Hartsfield, Sr., will celebrate his 87<sup>th</sup> birthday with a reception at the American Jazz Museum and a formal program at the GEM Theater; and,

WHEREAS, Dr. Hartsfield was born in Atlanta, Georgia, and grew up in Jacksonville, Florida; and,

WHEREAS, Dr. Hartsfield served pastorates in Pickens, South Carolina, Brunswick, Georgia, Bartow, Florida, Kansas City, Missouri, and Wichita, Kansas; and,

WHEREAS, in 1972, upon the request of the Metropolitan Missionary Baptist Church, Dr. Hartsfield returned to service in Kansas City, where he served until his retirement in 2007; and,

WHEREAS, Dr. Hartsfield holds a Bachelor of Arts degree in elementary education from Clark College, and Bachelor and Master of Divinity degrees from Gammon Theological Seminary; and,

WHEREAS, Dr. Hartsfield has served as Vice President-at-Large of the National Baptist Convention of America, Inc., President of the General Baptist State Convention of Missouri/Kansas /Nebraska, Past Chairman and current Board Member of the Congress of National Black Churches, Commissioner of Highway and Transportation Commission for the State of Missouri, Executive Board member of the Jazz District Redevelopment Corporation, and on the Municipal Judicial Commission for Jackson County; and,

WHEREAS, Dr. Hartsfield is the recipient of numerous honors and awards including being named One of the Top Ministers in America by *Upscale Magazine* of Atlanta, Georgia, the One Hundred Most Influential Award from the Kansas City Globe, and the Minister of the Year Award from the Baptist Ministers Union of Kansas City, and was inducted into the Bruce R. Watkins Cultural Heritage Center Hall of Fame; and,

WHEREAS, Dr. Hartfield and his wife, the former Matilda Hopkins, are the proud parents of four children, Pamela Faith, Danise Hope, Ruby Love, and Wallace S. Hartsfield, II, and have six grandchildren and eight great-grandchildren; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby recognizes Wallace S. Hartfield, Sr. on the occasion of his 87<sup>th</sup> birthday and extends best wishes for the future.

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. 19298 of October 24, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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