

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing sections 5612., 5627., and 5628., Jackson County Code, 1984, relating to fireworks, and enacting, in lieu thereof, four new sections relating to the same subject.

ORDINANCE NO. 4980, May 9, 2017

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, certain revisions to the code provisions regarding the distribution, sale, and use of fireworks in unincorporated Jackson County have been proposed; and,

WHEREAS, such revisions are in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

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

Section A. Enacting Clause. Sections 5612., 5627., and 5628., Jackson County, 1984, is hereby repealed, and four new sections enacted in lieu thereof, to be known as sections 5612., 5613., 5627., and 5628., to read as follows:

5612. Fireworks.

Fireworks means and includes any combustible or explosive composition, or any substance or combination of substances or articles prepared for the purposes of producing a visible or audible effect by combustion, explosion, deflagration of detonation.

5612.1. Examples.

The term "fireworks" includes but is not limited to: Blank cartridges; toy pistols, toy cannons, toy canes or toy guns in which explosives are used; balloons which require fire underneath to propel them; fire crackers; torpedoes; sky rockets; roman candles; [dago bombs;] colored flares; colored cone fire; fire and torches; wheels; colored mines and shells; aerial bombs; missiles; and other devices, articles or tablets containing any explosives or flammable compound.

5612.2. Exclusions.

The term "fireworks" shall not include toy pistols, toy canes, toy guns or other devices in which paper caps are used containing not in excess of an average of twenty-five hundredths of a grain of explosive compound per cap.

5613. Compliance Review Officer

Compliance Review Officer means the Compliance Review Officer appointed by the Legislature pursuant to section 629. of this code.

5627. Exception, Seasonal Fourth of July Sales.

The retail sale of fireworks at temporary sites may be conducted by non-profit organizations within the unincorporated areas of the County for a period of forty-five (45) days prior to the fourth day of July of each year, said days beginning on the 21st day of May and including the first (1st), second (2nd), third (3rd) and fourth (4th) days of

July and ending at 3:00 p.m. on the fifth (5th) day of July of each year upon issuance of a permit, renewable annually, from the County.

5627.1. Limitation on Number of Seasonal Sales Permits.

There will be a maximum of nine (9) permits issued as the initial number of permits for local non-profit organizations for seasonal retail sales at temporary sites [in 2009]. Preference will be given to non-profit organizations located in Jackson County. [After July 5, 2009] Annually, the County Legislature may set by resolution, approved on or before [5:00 p.m. on] February 28 of each year, an annual limit on the number of permits that may be issued which limit shall continue in effect until further resolution of the County Legislature.

5627.2. Permit, Application and Issuance.

Any non-profit organization desiring to sell or offer for sale permitted fireworks within the County shall make a timely, written application to the County for the issuance of a permit on a form to be provided by the Clerk of the Legislature.

5627.3. Procedures for Initial Permits [for 2009].

[Commencing with the 2009 permit year, a] Any qualified non-profit organization will make application through the Clerk of the Legislature on or before March 1 of each year. The Clerk shall notify the Legislature of the permits proposed to be issued. The Legislature may reject the issuance of any initial permit within 15

days of the notice from the Clerk. Any such person, firm or corporation making application for a permit [in 2009 or subsequent years] shall [accompany] provide with the application [with] current proof of insurance which shall remain on file with the Clerk of the Legislature.

5627.3.1. Maintain Insurance.

The applicant shall maintain adequate insurance coverage for any liability that might arise from the sale and storage of the fireworks.

5627.3.2. Denial by Clerk; Zoning Requirements.

The denial of a fireworks permit shall be at the sole discretion of the Clerk based upon the foregoing requirements; and all applications must contain the name of the applicant and a detailed description of the proposed location and the provisions to be taken for fire protection under the Jackson County Code. Any site location is limited to property which is zoned for an appropriate commercial or industrial use and which has obtained any required special use permits or zoning variances; and the actual stand, tent or facility shall meet the following conditions: it shall be at least [fifty (50)] one hundred (100) feet from any temporary or permanent building[;], and at least two hundred fifty (250) feet from any gasoline pump, gasoline filling station, gasoline bulk station, or any building in which gasoline or volatile liquids are sold in quantities in excess

of one (1) gallon, or any dispensing unit for ignitable liquids or gases. An exception to the two hundred fifty (250) foot setback from a gasoline pump, gasoline filling station, gasoline bulk station, or any building in which gasoline or volatile liquids are sold in quantities in excess of one (1) gallon, or any dispensing unit for ignitable liquids or gases shall apply if an applicant's site location is within four hundred forty (440) yards or one quarter (1/4) mile of a fire station or other fire department facility with the capability to respond to fires and/or other emergencies. The applicant must provide the Clerk and Compliance Review Officer with documentation of these facts.

5627.4. Information Required for Approval.

In support of the application to the Clerk, the applicants are required to set forth the intended use of the funds produced from the fireworks sale, together with a proposal projecting the financial benefits from the operation of the fireworks stand, including the profit percentage expected by the applicant for the sale of the fireworks; and applicants shall satisfy the Clerk that all monies collected from the sale of fireworks will be the funds of the non-profit organization subject to payment of expenses.

5627.5. Permit Renewals and New Applications.

In the event fireworks permits are available for succeeding years, the Clerk shall give preference to applicants for a fireworks permit who were permit holders in the year [2009 or in the year] prior to the application. Applicants must complete and submit the application on or before April 29 of each year. The Clerk shall notify the Legislature of the available permits proposed to be issued on or before May 6. The Legislature shall have seven (7) days in which to reject any proposed permit. The Clerk shall issue the permits within seven (7) days following the seven day period. The Legislature is the sole judge of the basis for rejection of a proposed permit.

5627.6. Permits Non-Transferable.

All permits issued and approved by the Legislature are personal to the applicant and non-transferable. The sale of fireworks or operation of a facility for the sale of fireworks by someone other than the license holder shall void the permit and cause forfeiture of the permit fee and constitute grounds for denial of any future permit.

5627.7. Distribution of Fees.

All fees collected from fireworks permits shall go to the General Fund.

5627.8. Application Fee.

Any such person, firm or corporation making application for a permit to the Clerk of the Legislature shall accompany said application with a fee of five hundred dollars (\$500.00) for each location that a permit is sought. If the issuance of the permit is denied by the Clerk or rejected by the Legislature, four hundred (\$400.00) of the five hundred dollars (\$500.00) fee shall be returned to the applicant with one hundred dollars (\$100.00) retained by the Clerk as an administrative fee. If such application is approved, then the total fee shall be five hundred dollars (\$500.00) which shall be retained by the County.

5627.9. Sales by Volunteers Required.

No non-profit organization shall allow anyone other than unpaid volunteers of said organization to participate in any respect in the sale of fireworks or operation of the place of sale.

5628. Exception, Licensed Wholesale Distributor, Storage and Sale of Fireworks.

There will be a total of four (4) wholesale fireworks sales distributorship licenses issued from year-to-year for wholesale fireworks distributors for the purpose of storage and sale of consumer fireworks.

5628.1. Must be Licensed by State of Missouri.

Any wholesale fireworks distributor must be licensed by the State of Missouri to engage in the wholesale distribution and sale of fireworks and in good standing with the State of Missouri and the County regarding taxes and insurance.

5628.2. Located within County.

Any such wholesale fireworks distributor must make application to the Clerk of the Legislature on a form provided by the Clerk. Such distributor must have a permanent business location in Jackson County and its proposed sites for operation must be physically located within the unincorporated area of the County [and owned by the applicant within one (1) year of the adoption of this section].

5628.3. Application Fee.

The initial application fee will be \$1,000.00 for any proposed wholesale storage and sales location and an additional five hundred dollars (\$ 500.00) for each proposed retail sales location, including the retail sales at the wholesale location for a total possible annual license fee of three thousand dollars (\$3,000.00). The fee must accompany the application to the Clerk, with a copy to the Compliance Review Officer, in a form required by the Clerk. The Clerk and Compliance Review Officer shall review the application and notify the Legislature of the

proposed issuance or denial of a license. The Legislature shall have fifteen (15) days in which to ~~[reject any proposed issuance]~~ modify this determination. If an application is ultimately denied ~~[by the Clerk or rejected by the Legislature]~~, the sum of two hundred dollars (\$200.00) shall be retained by the Clerk as an administrative fee and the balance of eight hundred dollars (\$800.00) shall be refunded to the applicant. If such application is approved, then the total fee shall be one thousand dollars (\$1,000.00) which shall be retained by the County. If any proposed retail sales location is denied or rejected, the sum of one hundred dollars (\$100.00) shall be retained by the Clerk as an administrative fee and the balance of four hundred dollars (\$400.00) shall be refunded to the applicant.

5628.4. Zoning Requirements.

The grant or denial of a distributorship or retail license shall be at the sole discretion of the Clerk based upon the foregoing requirements; and all applications must contain the name of the applicant and a detailed description of the proposed location and the provisions to be taken for fire protection under the Jackson County Code and State statutes or regulations. Any site location is limited to property which is zoned for an appropriate commercial or industrial use and any required special use permits or zoning variances. The provisions of section 5627.3.2 of this chapter regarding location shall also apply. The applicant must provide the Clerk with documentation of these facts.

5628.5. Scope of Wholesale Distributor and Distributor Retail Licenses.

The distributorship license shall authorize the operation of one site for year-round wholesale storage, sale and distribution of fireworks. If eligible for the issuance of a distributorship license, the applicant may also apply for distributor retail licenses that authorizes on-site year-round distributor retail sales at the wholesale location as well as three distributor retail sales sites at permanent sites located within the unincorporated areas of the County for a total of four (4) year-round distributor retail sales locations for which a separate application or renewal fee must be paid.

5628.6. Distributorship License and Distributor Retail License Issuance.

[Commencing with the 2009 license year, a]Any qualified distributor will make application through the Clerk of the Legislature on or before March 1 of each year. The Clerk shall notify the Legislature of the licenses proposed to be issued. The Legislature may reject the issuance of any initial license within 15 days of the notice from the Clerk. Any qualified distributor making application for a license [in 2009 or subsequent years] shall [accompany] provide with the application [with] current proof of insurance which shall remain on file with the Clerk of the Legislature. In the event distributorship licenses for wholesale and retail sales are available for [succeeding] any year[s], the Clerk shall give preference to applicants for a license who were license holders in the year [2009 or in the year] prior to the application. Applicants must complete and submit the

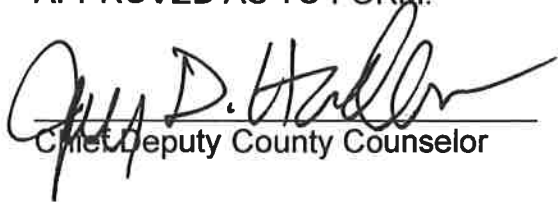
application on or before ~~March 1~~ April 29 of each year. The Clerk, after consultation with the Compliance Review Officer, shall notify the Legislature of the available permits proposed to be issued on or before ~~March 16~~ May 6. The Legislature shall have fifteen (15) days in which to reject any proposed permit. The Clerk shall issue the permits within thirty (30) days following the fifteen-day period. The Legislature is the sole judge of the basis for rejection of a proposed wholesale or retail license.

5628.7. Wholesale and Retail License Renewable Annually.

Wholesale fireworks distributor and distributor retail licenses shall be renewable annually by payment of the annual fee of one thousand dollars (\$1,000.00) for each wholesale location and five hundred dollars (\$500.00) for each retail location for a total possible license renewal fee of three thousand dollars (\$3,000.00) subject to denial by the Clerk or rejection by the Legislature.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor

County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4980 introduced on May 9, 2017, was duly passed on _____, 2017 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. 4980.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION congratulating Alera Stewart of Independence, Missouri, on the occasion of being named a George C. Brooks Scholarship recipient.

RESOLUTION NO. 19478, May 9, 2017

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, Alera Stewart, a senior at William Chrisman High School, has been named a recipient of the George C. Brooks Scholarship presented by the University of Missouri-Columbia; and,

WHEREAS, the George C. Brooks Scholarship is awarded to a select few applicants to enhance the University's retention and recruitment of underrepresented ethnic groups at MU; and,

WHEREAS, Alera was selected for this scholarship because of her outstanding academic and extra-curricular achievements and her compelling essay about growing up in poverty; and,

WHEREAS, Alera is a member of the William Chrisman Poetry Club, a volunteer at Ott Elementary in Independence, and an employee of The Groves Nursing Home; and,

WHEREAS, Alera has a 4.15 GPA and is in the top five percent of her graduating class; and,

WHEREAS, Alera hopes to be the first person in her family to graduate from college where she plans to study psychology; and,

WHEREAS, the George C. Brooks Scholarship will provide \$30,000.00 toward Alera's university tuition; and,

WHEREAS, Alera's three siblings, Caruso, Kharin, and Alona, her mother, Catherine Wilson, and father, Arlend Stewart, are all justifiably proud of her accomplishments; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby congratulates Alera Stewart of Independence, Missouri, on the occasion of being named as a George C. Brooks Scholarship recipient and extends its best wishes for all of her future endeavors.

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. 19478 of May 9, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Tuesday, May 9, 2017, for the purpose of conducting privileged and confidential communications between itself and its auditor under section 610.021(17) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 19479, May 9, 2017

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Tuesday, May 9, 2017, during the regularly scheduled meeting of the Legislature; and,

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

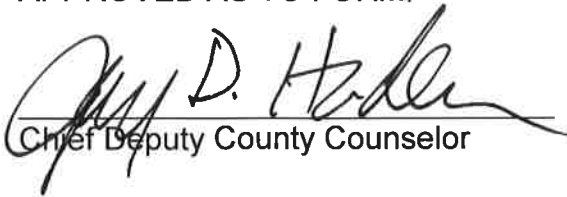
WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and its contracted performance auditor; and,

WHEREAS, such closed meeting is allowable under section 610.021(17) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Tuesday, May 9, 2017, pursuant to section 610.021(17), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:


Chief Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19479 of May 9, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the extension of the agreements with certain outside agencies funded by the Anti-Drug Sales Tax Fund, which engage in anti-drug and/or anti-violent crime prevention activities and purposes, at no additional cost to the County.

RESOLUTION NO. 19480, May 9, 2017

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, by Resolution 19008, dated November 23, 2015, the Legislature did authorize the execution of an agreement with the Peer Court of Southeast Jackson County for the period of September 1, 2105, through December 31, 2016, for the furnishing of an anti-drug and/or anti-violent crime prevention program; and,

WHEREAS, by Resolution 19105, dated March 21, 2016, the Legislature did authorize the execution of an agreement with Northwest Communities Development Corporation for the period of March 1, 2016, through February 28, 2017, for the furnishing of an anti-drug and/or anti-violent crime prevention program; and,

WHEREAS, the Drug Commission has recommended that the County Executive be authorized to extend for an additional six months, the existing agreements of the Peer Court of Southeast Jackson County and Northwest Communities Development Corporation, which are engaged in anti-drug and/or anti-violent crime treatment initiatives, at no additional cost to the County; and,

WHEREAS, the recommended extensions will allow these agencies to utilize the

allocations provided to them in 2016, but which they have encountered delays in spending;
now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute extensions to the agreements with the outside agencies listed above, for an additional six-month period, in forms 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 agreements and addenda thereto.

REQUEST FOR LEGISLATIVE ACTION

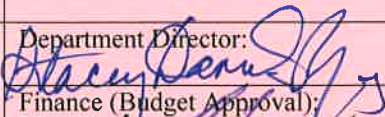


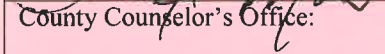
Completed by County Counselor's Office:

Res/Ord No.: 19480

Sponsor(s): Dan Tarwater III

Date: May 9, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the extension of the agreements with Peer Court of Southeast Jackson County and Northwest Communities Development Corp. funded by the Anti-Drug Sales Tax Fund, to engage in anti-drug and anti-violence prevention activities, at no additional cost to the County.</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>\$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;</td><td>\$0.00</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 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;	\$0.00
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;	\$0.00										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): #19008, November 30, 2015 and #19105, March 28, 2016</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Carol Lillis, Office Administrator, 881-1415</p>										
REQUEST SUMMARY	<p>A Resolution authoring the extension of the agreements for an additional six months with Peer Court of Southeast Jackson County and Northwest Communities Development Corp., both funded by the Anti-Drug Sales Tax Fund, to engage in anti-drug and anti-violence activities, at no additional cost to the County.</p> <p>Background: The Anti-Drug Sales Tax fund authorizes the County to execute agreements and contracted service for the purpose of providing anti-drug and anti-violence initiatives in the community.</p> <p>Previous legislation was authorized for the funding of these agencies. These agencies have not fully utilized their allocations and allowing them to expend their contracts will allow the funds to be best utilized in providing services to Jackson County citizens.</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		
REVIEW	Department Director:  Finance (Budget Approval):  If applicable Division Manager:  County Counselor's Office: 	Date: Date: 5/2/17 Date: 5-3-17 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.

COMBAT

415 East 12th Street, Ninth Floor
Kansas City, Missouri 64106
www.combatjack.org

Stacey Daniels-Young, Ph.D.
Director
(816) 881-3510

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

Drug Commissioners:

Gloria Fisher
Venessa Maxwell-Lopez
Gene Morgan
Marva Marguerite Moses
Keith Querry
Anita Russell
Joseph Spalitto, DDS
Lanna Ultican
James Witteman, Jr.

Fax:
(816) 881-1416

Memo to: Jaime Masters

From: Carol Lillis

Date: May 1, 2017

RE: 2016 Prevention Extension

COMBAT would like to extend 2016 contract monies on Northwest Communities Development Corp. and Peer Court of Southeast Jackson County. Extending the unspent funds allows COMBAT to grant additional funding dollars to other prevention agencies within the prevention program.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Program Agreement with the Missouri Department of Health and Human Services for a summer food service program, at no cost to the County.

RESOLUTION NO. 19481, May 9, 2017

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Environmental Health Division of the Public Works Department desires to participate in summer food service program sponsored by the Missouri Department of Health and Senior Services and the U.S. Department of Agriculture, to provide free nutritional meals for children in eastern Jackson County; and,

WHEREAS, under the agreement, the County will be reimbursed for site inspections for the summer food service program; and,

WHEREAS, the attached Program Agreement sets out the rights and obligations of each party participating in the program; and,

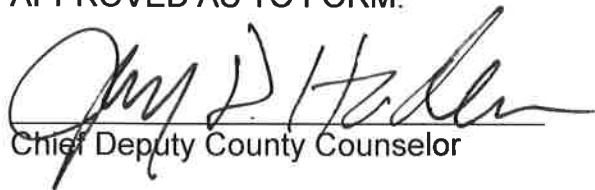
WHEREAS, execution of the attached agreement with the Missouri Department of Health and Senior Services is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Summer Food

Service Program Inspections Participation 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. 19481 of May 9, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

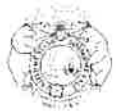


MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
SUMMER FOOD SERVICE PROGRAM
INSPECTIONS PARTICIPATION AGREEMENT

CONTRACT NO. ERS219-1746	VENDOR NO. 44600052414
FUNDING SOURCE	
STATE 0%	FEDERAL 100%

CONTRACT START DATE May 15, 2017	CONTRACT END DATE September 15, 2017	RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	SUBJECT TO SINGLE AUDIT REQUIREMENTS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
FEDERAL AGENCY NAME Department of Agriculture/ Food and Nutrition Service	FEDERAL AWARD YEAR 2017	CFDA NO. 10.559	CFDA TITLE Summer Food Service Program for Children
FEDERAL AWARD NO. 3MO300305-2017	FEDERAL AWARD NAME Child Nutrition		

1. This Agreement is entered into by and between the State of Missouri, Department of Health and Senior Services (hereinafter referred to as the Department) and the below named Provider, for the purpose of conducting food safety inspections and enforcing expeditious correction of priority violations in food preparation and service at Summer Food Service Program (SFSP) meal production and meal service sites.
2. This Agreement shall consist of: (1) this form, (2) Attachment A - Certification, (3) Exhibit 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, (4) the Terms and Conditions, the latter three of which are attached hereto and incorporated by reference as if fully set forth herein.
3. To the extent that this Agreement involves the use, in whole or in part, federal funds, the signature of the Provider's authorized representative on this Agreement signature page indicates compliance with the Certifications contained in Attachment A.
4. **Training:**
 - 4.1 The Department will provide regional training in each District prior to the start of the SFSP. The training will present the Agreement and its deliverables, inspection requirements and reimbursement requirements.
 - 4.2 The Provider shall ensure that their staff responsible for conducting inspections attend one of the training opportunities.
5. **SFSP Site Listing:**
 - 5.1 To ensure up to date site information, the Provider must print the SFSP Site Listing no more than seven (7) days prior to the date of inspection. The Provider can obtain a copy of the SFSP Site Listing at: <http://health.mo.gov/living/wellness/nutrition/foodprograms/sfsp/inspectors.php>.
 - 5.2 The Bureau of Environmental Health Services (BEHS) may also notify the Provider when there is a change to the SFSP Site Listing or other site inspection information.
6. **Inspection sites:**
 - 6.1 The Provider shall perform sanitation and food safety inspections at all SFSP sites and associated food service management companies, including schools that prepare food for off-site service locations, as designated by the Department.
 - 6.2 The Provider shall not perform sanitation and food safety inspections at schools that do not prepare food for off-site service locations.
 - 6.3 The Department will not reimburse the Provider for inspections conducted that do not match the date, day of the week, or time on the SFSP Site Listing. Provider must obtain written approval from the Department prior to conducting an inspection that deviates from the SFSP Site Listing.
7. **Inspection requirements:**
 - 7.1 The Provider shall conduct sanitation and food safety inspections as outlined in Section 2.0 Food Safety, subsections: 2.1 through 2.3, of the Environmental Health Operational Guidelines (EHOG), available at: <http://health.mo.gov/atoz/ehog/index.php>;
 - 7.2 The Provider shall conduct sanitation and food safety inspections that comply as follows:
 - 7.2.1 Within the first half of each SFSP site's dates of operation, as listed in the SFSP Site Listing;
 - 7.2.2 The start time of the inspection, for a central kitchen site or a self-prep site must be within 1 hour prior to service or during service hours;



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
SUMMER FOOD SERVICE PROGRAM
INSPECTIONS PARTICIPATION AGREEMENT

CONTRACT NO.

ERS219-1746

VENDOR NO.

44600052414

- 7.2.3 The start time of the inspection for a vended site must not exceed 30 minutes prior to the start of service;
- 7.2.4 The inspection of central kitchens and self-prep sites must be a minimum of 30 minutes and there is no minimum time requirement for service sites.

8. **Inspection Reports:**

- 8.1 The Provider shall use the Inspection Report Form E6.39, provided by the Department for inspections, follow-up inspections, and attempted inspections. The Provider must submit a completed Inspection Report Form and SFSP Site Listing to the Department within two (2) weeks following the date of inspection.
- 8.1.1 The Provider shall complete the Inspection Report.
- 8.1.2 The Provider shall enter the inspection date, "Time In", and "Time Out" on form.
- 8.1.3 A completed report includes information provided in all fields on the form, the evaluation of all food safety measures, the review of any Time as a Public Health Control plans and records, and shall list the menu items and the **temperatures** of these foods; incomplete inspection reports may not be payable.
- 8.2 The Provider can obtain the Inspection Report Form at: <http://health.mo.gov/warehouse>.

9. **Follow-up Inspections:**

- 9.1 The Provider shall conduct follow-up inspections, to verify correction of priority violations that were not corrected during the initial inspection. The Provider must submit a completed Inspection Report Form and SFSP Site Listing to the Department within two (2) weeks following the date of inspection.
- 9.2 The Provider shall conduct the follow-up inspections according to the EHOG or to the local public health agency's written plan.
- 9.3 The Department will reimburse Providers for follow-up inspections, provided they meet the criteria within this Agreement.

10. **Attempted Inspections:**

- 10.1 If the Provider attempts to inspect facilities or service sites that are either no longer operating or have changed their hours of operation. The Provider must submit to the Department within two (2) weeks following the date of attempted inspection:
- 10.1.1 A Sanitation Observation Form E6.07, in which the Provider must clearly note the time of the site visit; or
- 10.2.2 An Inspection Report form completed with the information readily available to the inspector; and
- 10.2.3 A copy of the applicable SFSP Site Listing.
- 10.2 The Provider can obtain the Inspection Report form and/or Sanitation Observation Form E6.07 at: <http://health.mo.gov/warehouse>.

11. **Approval of Inspections/Submission of Forms:**

- 11.1 For initial inspections, the Provider must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
- 11.2 For follow-up inspections, the Provider must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
- 11.3 For attempted inspections, the Provider must submit the complete and legible Sanitation Observation Form or Inspection Report form for each SFSP site within two (2) weeks following the date of inspection.
- 11.4 For all inspections, the Provider must submit the SFSP Site Listing for each SFSP site inspected or attempted to inspect that the Provider printed no more than 7 days prior to the date of inspection.
- 11.5 If the inspections and forms do not comply with the requirements set out in this Agreement, the Department will not approve the inspections for reimbursement.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
SUMMER FOOD SERVICE PROGRAM
INSPECTIONS PARTICIPATION AGREEMENT

CONTRACT NO.

ERS219-1746

VENDOR NO.

44600052414

- 11.6 The Provider shall remit all forms to:
Department of Health and Senior Services
Bureau of Environmental Health Services
Attention: SFSP Inspections
930 Wildwood Drive
P.O. Box 570
Jefferson City, MO 65102

12. Reimbursement Requirements:

- 12.1 The Department will not reimburse the Provider for more than **16** initial inspection(s) if the Provider does not obtain prior written approval from the Bureau of Environmental Health Services, Department of Health and Senior Services via email to BEHS.SUMMERFOOD@health.mo.gov.
- 12.2 The Department will not reimburse the Provider for any inspections or attempted inspections:
- 12.2.1 If the Provider fails to submit the Inspection Report Forms or the Sanitation Observation Form E6.07 by the deadline set out in paragraph 11; or
- 12.2.2 If either the Provider's Inspection Report Form or the Sanitation Observation Form E6.07 do not meet the criteria for approval by the Department set out in this Agreement.
- 12.3 Initial Inspections:
- 12.3.1 Central Kitchens and Self-Prep Sites:
- a. The Department will reimburse the Provider at a fixed rate of **\$125** for each approved initial inspection conducted for central kitchens and self-prep sites that the Provider conducts within the first half of the site's operation dates.
- b. The Department will reimburse the Provider at a fixed rate of **\$75** for each approved initial inspection conducted for central kitchens and self-prep sites that the Provider conducts after the first half of the site's operation dates but before the last date(s) of the site's operation.
- 12.3.2 Vended Sites:
- a. The Department will reimburse the Provider at a fixed rate of **\$80** for each approved initial inspection conducted for vended sites that the Provider conducts within the first half of the site's operation dates.
- b. The Department will reimburse the Provider at a fixed rate of **\$50** for each approved initial inspection conducted for vended sites that the Provider conducts after the first half of the site's operation dates but before the last date(s) of the site's operation.
- 12.4 Follow-up inspections:
- 12.4.1 The Department will reimburse the Provider at a fixed rate of **\$60** for each approved follow-up inspection conducted for central kitchens and self-prep site that the Provider conducts.
- 12.4.2 The Department will reimburse the Provider at a fixed rate of **\$40** for each approved follow-up inspection conducted for vended sites that the Provider conducts.
- 12.5 Attempted Inspections:
- 12.5.1 The Department will reimburse the Provider at a fixed rate of **\$30** for each approved attempted inspection the provider conducts.
- 12.5.2 The Department will not reimburse the Provider for more than two attempted inspections per facility.
- 12.6 Providers that agree to conduct inspections outside their agency's normal jurisdiction will be reimbursed an additional \$10 per inspection conducted. Inspections conducted outside the Provider's jurisdiction will apply toward the limit on the total number of inspections the Provider can conduct set out in 12.1, above.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
SUMMER FOOD SERVICE PROGRAM
INSPECTIONS PARTICIPATION AGREEMENT

CONTRACT NO.

ERS219-1746

VENDOR NO.

44600052414

13. **Invoices:**

- 13.1 The Provider shall submit a single invoice for all work performed and reported during the contract period by October 15, 2017.
- 13.1.1 The Provider may not submit more than one invoice, or submit an invoice later than October 15, 2017, unless the Provider obtained prior written approval from the Department.
- 13.1.2 The Provider may submit its request for an exception to BEHS.SUMMERFOOD@health.mo.gov.
- 13.2 The Provider shall submit the invoice to the Department on the standard DH-38 billing form and shall include the agreement number and invoice number of "SFSP17ALL".
- 13.3 If the Department denies a Provider's request for payment, the Department shall provide the Provider with written notice of the reason(s) for the denial.
- 13.4 The Department shall not reimburse the Provider based on any invoice that the Provider does not submit in accordance with the requirements set out in this Agreement.

14. **Termination:**

- 14.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effectively immediately upon providing written notification to the Provider if:
- 14.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- 14.1.2 A change in federal or state law relevant to this contract occurs; or
- 14.1.3 A material change of the parties to the contract occurs; or
- 14.1.4 By request of the Provider.
- 14.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
- 14.2.1 The Department will provide written notice to the Provider at least thirty (30) calendar days prior to the effective date of such termination.
- 14.2.2 The Provider shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 14.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Provider pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Provider pursuant to the terms of the contract, and may authorize others to do the same. The Provider shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

15. This agreement expresses the complete agreement of the parties and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Performance shall be governed solely by the terms and conditions contained in this agreement. By signing below, the Provider and Department agree to all terms and conditions set forth in this agreement.

PROVIDER AGENCY NAME

AUTHORIZED PROVIDER SIGNATURE:

►

PRINTED NAME/TITLE:

DATE:

DIVISION OF ADMINISTRATION DIRECTOR/DESIGNEE:

►

PRINTED NAME/TITLE:

Director or Designee, Division of Administration

DATE:

EXHIBIT 1**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION****BUSINESS ENTITY CERTIFICATION:**

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Summer Food Service Program Inspections (Agreement Name) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the provider must perform/provide each of the following. The provider should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the provider's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the provider's name and the MOU signature page completed and signed, at minimum, by the provider and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the provider's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The provider who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the provider's name and the MOU signature page completed and signed by the provider and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

REQUEST FOR LEGISLATIVE ACTION

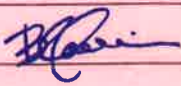

Completed by County Counselor's Office:

Res/Ord No.: 19481

Sponsor(s): Crystal Williams

Date: May 9, 2017

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title; Request to execute an agreement with Missouri Department of Health and Human Services to conduct food safety inspections										
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; FROM / TO</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 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:	\$	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; FROM / TO	
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; FROM / TO											
PRIOR LEGISLATION	Prior ordinances and (date): None Prior resolutions and (date):										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Deb Sees, Environmental Health Administrator										
REQUEST SUMMARY	We are requesting the participation agreement be signed to conduct food safety inspections for the summer food service program sponsored by Missouri department of health and senior services and the Federal Department of Agriculture. Under reimbursement requirements in the participation agreement we will complete inspections that will be reimbursed within the range of \$125 to \$30 for each inspection. This program provides a free nutritional meal for children at multiple sites within Eastern Jackson County. A second RLA will be done when the amount of reimbursement has been determined by the granting agency.										
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	Participation Agreement										

REVIEW	Department Director: 	Date: 5.1.17
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: 	Date: 5.3.17
	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.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$100,000.00 within the 2017 General Fund and \$1,109.00 within the 2017 Park Fund and awarding contracts for the maintenance of computer software for use by various County departments to certain vendors, at an aggregate cost to the County not to exceed \$472,334.00, as sole source purchases.

RESOLUTION NO. 19482, May 9, 2017

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, the County has a continuing need for the maintenance of computer software for use by various County departments; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, 1984, the Director of Finance and Purchasing has determined that each item of the maintenance services to be purchased can be obtained from only one source, the manufacturing vendor, as the hardware and software requiring maintenance are of a proprietary nature, so that these purchases are sole sources exempt from the bidding requirements of the code; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of contracts as follows:

<u>VENDOR</u>	<u>AMOUNT</u>
Thomson Reuters, Chicago, IL	\$425,306.24
Civic Plus, Manhattan, KS	\$ 34,024.05
Legal Files, Springfield, IL	\$ 7,483.00

Embarcadero Technologies, Austin, TX

\$ 5,520.00

and,

WHEREAS, transfers are necessary to place funds needed for a portion of this software maintenance in the appropriate spending accounts; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfers within the 2017 General Fund and the 2017 Park Fund be and hereby are made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Information Technology			
001-1305	28171 – Personal Computer	\$49,000	
001-1305	55010 – Regular Salaries	\$51,000	
001-1305	56662 – Software Maintenance		\$100,000
Park Fund Information Technology			
003-1305	58173 – Computer Equipment	\$1,109	
003-1305	56662 – Software Maintenance		\$ 1,109

and,

BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and

that the Director be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award; and,

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

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. 19482 of May 9, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

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

ACCOUNT NUMBER: 001 1305 58171
ACCOUNT TITLE: General Fund
Information Technology
Personal Computer
NOT TO EXCEED: \$49,000.00

ACCOUNT NUMBER: 001 1305 55010
ACCOUNT TITLE: General Fund
Information Technology
Regular Salaries
NOT TO EXCEED: \$51,000.00

ACCOUNT NUMBER: 003 1305 58173
ACCOUNT TITLE: Park Fund
Information Technology
Computer Equipment
NOT TO EXCEED: \$1,109.00

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 1305 56662
ACCOUNT TITLE: General Fund
Information Technology
Software Maintenance
NOT TO EXCEED: \$100,000.00

ACCOUNT NUMBER: 002 1305 56662
ACCOUNT TITLE: Health Fund
Information Technology
Software Maintenance
NOT TO EXCEED: \$217.00

ACCOUNT NUMBER: 003 1305 56662
ACCOUNT TITLE: Park Fund
Information Technology
Software Maintenance
NOT TO EXCEED: \$1,109.00

ACCOUNT NUMBER: 045 1305 56662
ACCOUNT TITLE: Assessment Fund
Information Technology
Software Maintenance
NOT TO EXCEED: \$296,519.00

ACCOUNT NUMBER: 042 1801 56662
ACCOUNT TITLE: Recorder Technology Fund
Recorder of Deeds
Software Maintenance
NOT TO EXCEED: \$74,490.00

May 3, 2017
Date


Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19482

Sponsor(s): Dennis Waits

Date: May 9, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transferring \$101,109 within Information Technology's budget and authorizing the purchase of Annual Software Maintenance Agreements for use by Various County Departments from the Vendors listed herein as a Sole Source Purchase at a total cost to the County of \$472,335.</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>\$472,335</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>\$472,335</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$472,335</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>Transfer From: 001-1305-58171 General, IT, Personal Computer/Accessories</td> <td>\$49,000</td> </tr> <tr> <td>Transfer From: 001-1305-55010 General, IT, Regular Salaries</td> <td>\$51,000</td> </tr> <tr> <td>Transfer To: 001-1305-56662 General, IT, Software Maintenance</td> <td>\$100,000</td> </tr> <tr> <td>Transfer From: 003-1305-58173 Park Fund, IT, Computer Equipment/Terminals</td> <td>\$1,109</td> </tr> <tr> <td>Transfer To: 003-1305-56662 Park Fund, IT, Software Maintenance</td> <td>\$1,109</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Total Transfer</td> <td>\$101,109</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Funding Summary:</td> <td></td> </tr> <tr> <td>001-1305-56662 General, IT, Software Maintenance</td> <td>\$100,000</td> </tr> <tr> <td>002-1305-56662 Health Fund, IT, Software Purchase</td> <td>\$217</td> </tr> <tr> <td>003-1305-56662 Park Fund, IT, Software Maintenance</td> <td>\$1,109</td> </tr> <tr> <td>045-1305-56662 Assessment Fund, IT, Software Maintenance</td> <td>\$296,519</td> </tr> <tr> <td>042-1801-56662, Recorder Technology, Recorder of Deeds, Software Maintenance</td> <td>\$74,490</td> </tr> <tr> <td>Total</td> <td>\$472,335</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:</p> <p>Department: Various Departments Estimated Use: (See attachment)</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$472,335	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$472,335	Amount budgeted for this item * (including transfers):	\$472,335	Source of funding (name of fund) and account code number:		Transfer From: 001-1305-58171 General, IT, Personal Computer/Accessories	\$49,000	Transfer From: 001-1305-55010 General, IT, Regular Salaries	\$51,000	Transfer To: 001-1305-56662 General, IT, Software Maintenance	\$100,000	Transfer From: 003-1305-58173 Park Fund, IT, Computer Equipment/Terminals	\$1,109	Transfer To: 003-1305-56662 Park Fund, IT, Software Maintenance	\$1,109			Total Transfer	\$101,109			Funding Summary:		001-1305-56662 General, IT, Software Maintenance	\$100,000	002-1305-56662 Health Fund, IT, Software Purchase	\$217	003-1305-56662 Park Fund, IT, Software Maintenance	\$1,109	045-1305-56662 Assessment Fund, IT, Software Maintenance	\$296,519	042-1801-56662, Recorder Technology, Recorder of Deeds, Software Maintenance	\$74,490	Total	\$472,335
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PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>																																								
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Kyle Brack, Senior Buyer, 881-3265</p>																																								

REQUEST SUMMARY	<p>The Annual Software Maintenance Agreements for Various County Departments are expiring and need to be renewed. These applications support critical departmental functions such as maintaining the County's website and the Recorder of Deed's records database. The Annual Software Maintenance Agreements are considered a Sole Source because the maintenance and updates can only be provided by the software developer.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of Annual Software Maintenance Agreements for use by Various County Departments at a total cost of \$472,333.65 as a Sole Source.</p> <p>Below are the list of vendors to be used:</p> <table border="1"> <thead> <tr> <th>Vendor Name and Location</th><th>Amount</th></tr> </thead> <tbody> <tr> <td>Thomson Reuters, Chicago, Illinois</td><td>\$425,307</td></tr> <tr> <td>Civic Plus, Manhattan, Kansas</td><td>\$34,025</td></tr> <tr> <td>Legal Files Software, Springfield, Illinois</td><td>\$7,483</td></tr> <tr> <td>Embarcadero, Austin, Texas</td><td>\$5,520</td></tr> <tr> <td>Total</td><td>\$472,335</td></tr> </tbody> </table> <p>The Information Technology Department also requests the transfer of \$101,108.11 within their budget as follows:</p> <table> <thead> <tr> <th></th><th>FROM:</th><th>TO:</th></tr> </thead> <tbody> <tr> <td>001-1305-58171 General, IT, Personal Computer/Accessories</td><td>\$49,000</td><td></td></tr> <tr> <td>001-1305-55010 General, IT, Regular Salaries</td><td>\$51,000</td><td></td></tr> <tr> <td>001-1305-56662 General, IT, Software Maintenance</td><td></td><td>\$100,000</td></tr> <tr> <td>003-1305-58173 Park Fund, IT, Computer Equipment/Terminals</td><td>\$1,109</td><td></td></tr> <tr> <td>003-1305-56662 Park Fund, IT, Software Maintenance</td><td></td><td>\$1,109</td></tr> <tr> <td>Total Transfer</td><td>\$101,109</td><td>\$101,109</td></tr> </tbody> </table>		Vendor Name and Location	Amount	Thomson Reuters, Chicago, Illinois	\$425,307	Civic Plus, Manhattan, Kansas	\$34,025	Legal Files Software, Springfield, Illinois	\$7,483	Embarcadero, Austin, Texas	\$5,520	Total	\$472,335		FROM:	TO:	001-1305-58171 General, IT, Personal Computer/Accessories	\$49,000		001-1305-55010 General, IT, Regular Salaries	\$51,000		001-1305-56662 General, IT, Software Maintenance		\$100,000	003-1305-58173 Park Fund, IT, Computer Equipment/Terminals	\$1,109		003-1305-56662 Park Fund, IT, Software Maintenance		\$1,109	Total Transfer	\$101,109	\$101,109
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CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)																																		
ATTACHMENTS	Memorandums from the Information Technology and Recorder of Deeds Departments and invoices for the Annual Software Maintenance from each vendor.																																		
REVIEW	Department Director:	Date:																																	
	Finance (Budget Approval): <i>If applicable</i>	Date: 5/2/17																																	
	Division Manager:	Date: 5/3/17																																	
	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.



Department of
INFORMATION TECHNOLOGY

Jackson County, Missouri – 415 E. 12th Street, Room G-8, Kansas City, MO 64106
816-881-3151-Phone 816-881-3949-Fax

MEMORANDUM

TO: KYLE BRACK, SENIOR BUYER

FROM: SANDRA CUSTARD, RECORDER OF DEEDS OPERATIONS ADMINISTRATOR 

DATE: APRIL 6, 2017

SUBJECT: RLA FOR SOFTWARE MAINTENANCE FROM THOMSON REUTERS (MANATRON).

PLEASE PREPARE AN RLA FOR ANTHEM SOFTWARE FROM THOMSON REUTERS (MANATRON). ANTHEM IS USED AS THE OPERATING SYSTEM FOR THE RECORDER OF DEEDS. THOMSON REUTERS IS AN APPROVED SOLE SOURCE VENDOR FOR ANTHEM. THEY WILL PROVIDE MAINTENANCE AND SUPPORT OF ANTHEM FOR THE RECORDER OF DEEDS.

FUNDING FOR ANTHEM:

042/1801/6662 \$74,489.54

Fiscal Note: **Jackson County, Missouri**

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

Date: May 2, 2017

RES # 19482

Department / Division	Character/Description	From	To
General Fund - 001			
1305 - Information Technology	58171 - Personal Computer/Accessories	\$ 49,000	\$ -
1305 - Information Technology	55010 - Regular Salaries	51,000	
1305 - Information Technology	56662 - Software Maintenance		100,000
Park Fund - 003			
1305 - Information Technology	58173 - Computer Equipment/Terminals	1,109	
1305 - Information Technology	56662 - Software Maintenance		1,109
		<u>\$ 101,109</u>	<u>\$ 101,109</u>

Fiscal Note:

This expenditure was included in the Annual Budget.

Date: May 2, 2017

RES #

Department / Division	Character/Description	Not to Exceed
General Fund - 001		
1305 - Information Technology	56662 - Software Maintenance	\$ 100,000
Health Fund - 002		
1305 - Information Technology	56662 - Software Maintenance	217
Park Fund - 003		
1305 - Information Technology	56662 - Software Maintenance	1,109
Recorder's Technology Fund - 042		
1801 - Recorder of Deeds	56662 - Software Maintenance	74,490
Assessment Fund - 045		
1305 - Information Technology	56662 - Software Maintenance	296,519
		<u>\$ 472,335</u>

Budget Office

5/2/17



THOMSON REUTERS™

INVOICE

Res. 19482

PLEASE REMIT PAYMENT TO:

MANATRON, INC.
PO BOX 71275
CHICAGO, IL 60694-1275
Toll Free 1.866.471.2900

Invoice	INVC055559
Date	12/28/2016
Page	1
Acct#	2545000
Reference	JAN28005A/18951

BILL TO:

JACKSON COUNTY RECORDER
415 EAST 12TH STREET, 104

KANSAS CITY MO 64106-2706

SHIP TO:

JACKSON COUNTY RECORDER
415 EAST 12TH STREET, 104

KANSAS CITY MO 64106-2706

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
ANTHEM-S		1	\$63,261.17	\$63,261.17
AUM-ERECORDING-S		1	\$9,969.92	\$9,969.92
ANTHEM-S		1	\$1,258.45	\$1,258.45

FOR THE PERIOD OF 01/01/2017-12/31/2017

Subtotal	\$74,489.54
Tax	\$0.00
Total	\$74,489.54

Please note invoice and account number on your
check to ensure accurate payment application.
THANK YOU!



Department of
INFORMATION TECHNOLOGY

Jackson County, Missouri – 415 E. 12th Street, Room G-8, Kansas City, MO 64106
816-881-3151-Phone 816-881-3949-Fax

MEMORANDUM

TO: KYLE BRACK, SENIOR BUYER

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS

DATE: APRIL 6, 2017

SUBJECT: RLA FOR SOFTWARE MAINTENANCE.

PLEASE PREPARE AN RLA FOR 2017 SOFTWARE MAINTENANCE. THE SOFTWARE MAINTENANCE IS USED EACH YEAR FOR UPDATES AND ANY ASSISTANCE NEEDED IN MAINTAINING THE APPLICATIONS USED BY JACKSON COUNTY. THE VENDORS, SOFTWARE AND AMOUNTS ARE:

THOMSON REUTERS (MANATRON), ASCEND, \$307,333.73

THOMSON REUTERS (MANATRON), SIGMA, \$43,483.33

CIVIC PLUS, WEBSITE HOSTING, \$34,024.05

LEGAL FILES SOFTWARE, INC., COUNTY COUNSELOR, \$7,483.00

EMBARCADERO, RAD STUDIO, \$5,520.00

TOTAL = \$397,844.11

CURRENTLY:

002/1305/6662 = \$ 217.00

045/1305/6662 = 296,519.00

\$296.736.00

TRANSFER FROM:

001/1305/8171 \$ 49,000.00

001/1305/5010 \$ 51,000.00

003/1305/8173 \$ 1,108.11

\$101,108.11

TRANSFER TO:

001/1305/6662 \$ 49,000.00

001/1305/6662 \$ 51,000.00

003/1305/6662 \$ 1,108.11

\$101,108.11

FUNDING:

001/1305/6662 \$100,000.00

002/1305/6662 217.00

003/1305/6662 1,108.11

045/1305/6662 296,519.00

TOTAL \$ 397,844.11



Department of
INFORMATION TECHNOLOGY

Jackson County, Missouri – 415 E. 12th Street, Room G-8, Kansas City, MO 64106
816-881-3151-Phone 816-881-3949-Fax

MEMORANDUM

TO: KYLE BRACK, SENIOR BUYER

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS *ME*

DATE: APRIL 5, 2017

SUBJECT: SOLE SOURCE DESIGNATION FOR THOMSON REUTERS (MANATRON)

THOMSON REUTERS (MANATRON) IS THE APPROVED SOLE SOURCE PROVIDER FOR
ASCEND AND NEWERA SOFTWARE MAINTENANCE FOR JACKSON COUNTY, MISSOURI.
THE ASCEND AND NEWERA MAINTENANCE FOR 2017 IS \$307,333.73.



THOMSON REUTERS™

INVOICE Res. 19482

PLEASE REMIT PAYMENT TO:

MANATRON, INC.
PO BOX 71275
CHICAGO, IL 60694-1275
Toll Free 1.866.471.2900

Invoice	INVC055560
Date	12/28/2016
Page	1
Acct#	2545055
Reference	JAN28003A/17009

BILL TO:

JACKSON COUNTY IT DEPT
415 EAST 12TH STREET, G8

KANSAS CITY MO 64106-2706

SHIP TO:

JACKSON COUNTY IT DEPT
415 EAST 12TH STREET, G8

KANSAS CITY MO 64106-2706

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
	ASCEND-ASSMT-S	1	\$280,713.37	\$280,713.37
	NEWERA-S	1	\$12,738.00	\$12,738.00
	ASCEND-WEBINQ-S	1	\$6,207.36	\$6,207.36
	ASCEND-STATEMENT-S	1	\$3,837.50	\$3,837.50
	ASCEND-PAYMENT-S	1	\$3,837.50	\$3,837.50

FOR THE PERIOD OF 01/01/2017-12/31/2017

Subtotal	\$307,333.73
Tax	\$0.00
Total	\$307,333.73

Please note invoice and account number on your
check to ensure accurate payment application.
THANK YOU!



Department of
INFORMATION TECHNOLOGY

Jackson County, Missouri – 415 E. 12th Street, Room G-8, Kansas City, MO 64106
816-881-3151-Phone 816-881-3949-Fax

MEMORANDUM

TO: KYLE BRACK, SENIOR BUYER

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS *MEB*

DATE: APRIL 5, 2017

SUBJECT: SOLE SOURCE DESIGNATION FOR THOMSON REUTERS (MANATRON)

THOMSON REUTERS (MANATRON) IS THE APPROVED SOLE SOURCE PROVIDER FOR SIGMA-S SOFTWARE MAINTENANCE FOR JACKSON COUNTY, MISSOURI. THE SIGMA-S SOFTWARE MAINTENANCE FOR 2017 IS \$43,483.33.



THOMSON REUTERS™

INVOICE

Res. 19482

PLEASE REMIT PAYMENT TO:

MANATRON, INC.
PO BOX 71275
CHICAGO, IL 60694-1275
Toll Free 1.866.471.2900

Invoice	INVC055561
Date	12/28/2016
Page	1
Acct#	2545055
Reference	JAN28004A/18809

BILL TO:

JACKSON COUNTY IT DEPT
415 EAST 12TH STREET, G8

KANSAS CITY MO 64106-2706

SHIP TO:

JACKSON COUNTY IT DEPT
415 EAST 12TH STREET, G8

KANSAS CITY MO 64106-2706

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
SIGMA-S		1	\$42,027.02	\$42,027.02
SIGMA-S		1	\$1,456.31	\$1,456.31

FOR THE PERIOD OF 01/01/2017-12/31/2017

Subtotal	\$43,483.33
Tax	\$0.00
Total	\$43,483.33

*Please note invoice and account number on your
check to ensure accurate payment application.
THANK YOU!*



Department of
INFORMATION TECHNOLOGY

Jackson County, Missouri – 415 E. 12th Street, Room G-8, Kansas City, MO 64106
816-881-3151-Phone 816-881-3949-Fax

MEMORANDUM

TO: KYLE BRACK, SENIOR BUYER

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS *ME*

DATE: APRIL 5, 2017

SUBJECT: SOLE SOURCE DESIGNATION FOR CIVIC PLUS

CIVIC PLUS IS THE APPROVED SOLE SOURCE PROVIDER FOR WEBSITE HOSTING FOR JACKSON COUNTY, MISSOURI. THE CIVIC PLUS WEBSITE HOSTING FOR 2017 IS \$34,024.05.



Remit to:
302 S 4th St. Suite 500
Manhattan, KS 66502
P 888-228-2233
F 785-587-8951

Res. 19482

QUOTE

Estimate #	9136
Date	3/23/2017
Expires	4/22/2017

Bill To
Michael Ohlson-Dicus
Jackson County
415 East 12th Street
Room G8
Kansas City MO 64106

This quote does not initiate action by CivicPlus until the appropriate approvals have been received.

Quantity	Description	Amount
1	Dedicated Server -Jacksongov.org -Makeyourdayhere.com -Jacksoncountycombat.com -Jacksoncountysheriff.org -Jacksoncountyprosecutor.com -Jcoolaccess.org	1,200.00

Total	\$1,200.00
-------	------------



Res. 19482

Remit to:
302 S 4th St. Suite 500
Manhattan, KS 66502
P 888-228-2233 ext 291
F 785-587-8951

Invoice

Invoice # 163468
Date 3/18/2017
Terms Net 30
Due Date 4/17/2017
PO #
Contract Start Date 3/18/2017
Contract End Date 3/17/2018

Bill To

Michael Ohlson-Dicus
Jackson County
415 East 12th Street
Room G8
Kansas City MO 64106

Qty	Description	Rate	Amount	Start Date	End Date
1	CivicSend Annual Renewal	4,719.75	4,719.75	3/18/2017	3/17/2018
1	Website Annual Fee Renewal for Website Hosting & Support	16,423.05	16,423.05	3/18/2017	3/17/2018
1	Prosecutor Subsite Annual Fee Renewal for Website Hosting & Support	1,653.75	1,653.75	3/18/2017	3/17/2018
1	Sheriff Subsite Annual Fee Renewal for Website Hosting & Support	1,653.75	1,653.75	3/18/2017	3/17/2018
1	Parks and Rec Subsite Annual Fee Renewal for Website Hosting & Support	1,653.75	1,653.75	3/18/2017	3/17/2018
1	Combat Subsite Annual Fee Renewal for Website Hosting & Support	1,653.75	1,653.75	3/18/2017	3/17/2018
1	Intranet Subsite Annual Fee Renewal for Website Hosting & Support	1,653.75	1,653.75	3/18/2017	3/17/2018
1	Annual Fee for Website Media Center Storage.	1,050.00	1,050.00	3/18/2017	3/17/2018
1	Custom Mobile App Annual Fee	2,047.50	2,047.50	3/18/2017	3/17/2018
1	LDAP Annual Fee	315.00	315.00	3/18/2017	3/17/2018

Total 32,824.05
Amount Due \$32,824.05

PLEASE NOTE OUR UPDATED MAILING ADDRESS:

CIVICPLUS
302 S 4TH ST STE 500
MANHATTAN, KS 66502

QUESTIONS? EMAIL: ACCOUNTING@CIVICPLUS.COM

A Finance Charge of 2.9% Per Month Will Be Added To Past Due Accounts.

PAYMENT POLICY: Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).



Department of
INFORMATION TECHNOLOGY

Jackson County, Missouri – 415 E. 12th Street, Room G-8, Kansas City, MO 64106
816-881-3151-Phone 816-881-3949-Fax

MEMORANDUM

TO: KYLE BRACK, SENIOR BUYER

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS *ME*

DATE: APRIL 5, 2017

SUBJECT: SOLE SOURCE DESIGNATION FOR LEGAL FILES SOFTWARE, INC.

LEGAL FILES SOFTWARE INC. PROVIDES A PROPRIETARY SOFTWARE APPLICATION TO THE COUNSELOR'S OFFICE AT JACKSON COUNTY, MISSOURI. THE MAINTENANCE AND SUPPORT FOR LEGAL FILES FOR 2017 IS \$7,483.00.

Invoice

9342

Apr 3, 2017

1

Fax: 217-726-7777

Ship to:

Jackson County, MO
Attn: Michael Ohlson
415 E. 12th Street, Room G-8
Kansas City, MO 64106

22

Subtotal	7,483.00
Sales Tax	
Total Invoice Amount	7,483.00
Payment/Credit Applied	
TOTAL	7,483.00

After 30 days, a 1.5% per month late fee (18% per annum) will be assessed.



Department of
INFORMATION TECHNOLOGY

Jackson County, Missouri – 415 E. 12th Street, Room G-8, Kansas City, MO 64106
816-881-3151-Phone 816-881-3949-Fax

MEMORANDUM

TO: KYLE BRACK, SENIOR BUYER

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS *ME*

DATE: APRIL 5, 2017

SUBJECT: SOLE SOURCE DESIGNATION FOR EMBARCADERO

EMBARCADERO IS THE APPROVED SOLE SOURCE PROVIDER FOR RAD STUDIO ENTERPRISE.
THE SUPPORT AND MAINTENANCE FOR RAD STUDIO ENTERPRISE IN 2017 IS \$5,520.00.



Renewal Quote : Expires on 2/15/2017

Attention: Gary Goold
 Company: Jackson County MIS
 Billing Address: Jackson County Courthouse Kansas City MO 64106-2706 US
 Shipping Address: Jackson County Courthouse Kansas City MO 64106-2706 US
 Phone: (816) 881-3151
 Email: ggoold@jacksongov.org

Terms: Net 30
 Quote Name: Jackson County MIS - 3/1/2017 - Renewal

Quote #: 00634320
 Quote Date: 11/14/2016
 Renewal Quotation Expires on: 2/15/2017
 Sales Contact: Alison Douangsavanh
 Phone: +1 713-285-5339
 Email: alison.douangsavanh@embarcadero.com
 Fax:
 F.O.B.:
 Currency: USD

Product	SKU	Product Type	Description	Support Period	License Holder	Quantity	Unit Price	Extended Price
RAD Studio Ent Named - Support Renewal PID: 831468	BDE000MRNNWVB0		RAD Studio Enterprise Named - Support Renewal	3/2/2017-3/1/2018	Gary Goold ggoold@jacksongov.org	5	\$ 1,104.00	\$ 5,520.00
License Total							\$ 0.00	
Maintenance Total							\$ 5,520.00	
Total Price								\$ 5,520.00
Grand Total								\$ 5,520.00

State, Provincial, and local sales taxes IF NOT included in this quote will be invoiced as applicable.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Agreement with Walz Tetrick Advertising, Inc., of Mission, KS, for the installation and maintenance of a mural on the Stadium Drive bridge located within the Rock Island Railroad Corridor, at no cost to the County.

RESOLUTION NO. 19483, May 9, 2017

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, the Kansas City Royals baseball team has submitted a request to the County to have a baseball-themed mural painted on the Stadium Drive railroad bridge, east of Raytown Road, located on County property within the Rock Island Railroad Corridor in Kansas City, at no cost to the County; and,

WHEREAS, Walz Tetrick Advertising will direct the installation and maintenance of the mural throughout the 2017 baseball season; and,

WHEREAS, the attached Agreement sets out the rights and obligations of each party related to this mural; and,

WHEREAS, execution of the attached agreement with Walz Tetrick Advertising, Inc., of Mission, KS, is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached 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. 19483 of May 9, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Walz Tetrack Advertising

Kansas City Royals 2017 Mural Program- Location Agreement

DATE

Jackson County, Missouri
 Rock Island Rail Corridor Authority
 Attn: Calvin Williford, Executive Director
 22501 Woods Chapel Rd.
 Blue Springs, MO 24015

Re: License Agreement for Mural – Railroad Bridge over Stadium Drive, east of Raytown Road, Kansas City, Missouri

Dear Mr. Williford:

Walz Tetrack Advertising, Inc., a Kansas corporation ("Licensee"), desires to obtain from Jackson County, Missouri ("Owner") an exclusive license (this "License") to install and maintain a mural (the "Mural") on the exterior surface of the railroad bridge owned by Owner located over Stadium Drive, east of Raytown Road in Kansas City, MO (as more fully shown in Exhibit A, the "Bridge"), on and subject to the following terms:

1. **Term.** The term of this License will be for a period commencing on the date above and expiring December 31, 2017, thereafter (the "Term").
2. **Installation and Maintenance of the Mural.** Licensee's selected artist may install and once installed, will maintain during the Term, the Mural on the exterior surface of the Bridge. Such installation may include painting or affixing the Mural on the exterior surface of the Bridge.
3. **Exclusivity.** This License is an exclusive license. At such time as Licensee's selected artist has installed or is installing the Mural on a portion of the exterior surface of the Bridge, Licensee will have the exclusive right to use such portion of the exterior surface of the Bridge for the Term, subject only to Owner's necessary maintenance or repairs to the Bridge. During the Term, Owner will not construct, install or place, or permit to be constructed, installed or placed, anything on or adjacent to the Bridge that obstructs or interferes with the visibility of the Mural.
4. **Access and Parking.** During the Term, Licensee's selected artist will have non-exclusive access rights to the Bridge and the adjacent land.
5. **Compliance with Laws.** Licensee's selected artist will comply with all laws, codes, and regulations while installing and maintaining the Mural on the exterior surface of the Bridge.
6. **Owner Representation.** Owner represents and warrants to Licensee that Owner has the full power and authority to grant this License according to the terms hereof.
7. **Sublicenses.** Licensee may grant sublicenses of its rights under this License.



8. **Design of the Mural.** The Mural will be in general conformance with the drawing attached hereto as Exhibit B, subject to artistic license and alterations. If Licensee desires to make any material alterations to the Mural, Licensee will first obtain Owner's consent to such alterations.

9. **Removal of the Mural.** After the expiration of the Term, or at such later time as Licensee and Owner agree, Owner may require Licensee to remove the Mural and "whitewash" that portion of the exterior surface of the Bridge where the Mural was located by providing Licensee written notice of such requirement. If Owner provides Licensee with such written notice, then within 60 days thereafter, Licensee will cause the Mural to be removed and "whitewash" that portion of the exterior surface of the Bridge where the Mural was located.

10. **Licensee Indemnification.** Licensee will indemnify and hold harmless Owner from and against any and all claims, actions, liability and expenses (including attorneys' fees) arising from any negligent act or omission of Licensee's selected artist or other contractors.

11. **Licensee Insurance.** At all times while Licensee is installing or maintaining the Mural, Licensee will maintain, at its sole cost and expense, comprehensive general liability insurance against personal injuries, including death, and property damages, resulting from or caused by the installation, maintenance or removal of the Mural by Licensee's selected artist or other contractors or employees, with minimum limits of \$1,000,000 for any one occurrence and \$2,000,000 in the aggregate for all occurrences.

If you agree with the terms above and wish to grant this License on and subject to such terms, please indicate your acceptance by signing this License below and returning the signed License to Walz Tetrick Advertising, Attn: Katie Knox, 6299 Nall Ave #300, Mission, Kansas 66202.

Sincerely,

WALZ TETRICK ADVERTISING, INC.

By: _____

Name: _____

Title: _____

Accepted and Agreed to by:

Jackson County, Missouri

By: _____

Name: _____

Title: _____

913 789 8778 P
wtads.com

6299 Nall Avenue, Suite 300
Mission, Kansas 66202

WALZ TETRICK ADVERTISING



EXHIBIT A

Photo of Location



6299 Nall Avenue, Suite 300 913.789.8778 P
Mission, Kansas 66202 wladz.com



EXHIBIT B

Mural

913 789 8778 •
wtads.com

6299 Nall Avenue, Suite 300
Mission, Kansas 66202

WALZ TETRICK ADVERTISING

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19483

Sponsor(s): Dennis Waits

Date: May 9, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the County Executive or the Executive Director of the Rock Island Rail Corridor Authority to executive a License Agreement with Walz Tetrick Advertising, Inc. for the Kansas City Royals 2017 Mural Program.</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; FROM / TO</td><td>FROM ACCT 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:</p> <p><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:	\$	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; FROM / TO	FROM ACCT TO ACCT
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; FROM / TO	FROM ACCT TO ACCT										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Johnny Sweeney, Director of Economic Development, 816.881.6665</p>										
REQUEST SUMMARY	<p>The Kansas City Royals are working with Walz Tetrick Advertising for the Royals' 2017 Mural Program (http://kansascity.royals.mlb.com/kc/raised-royal/mural-program/). Jackson County was approached by the Royals and Walz Tetrick Advertising to partner on the 2017 Mural Program through use of the Rock Island Railroad bridge over Stadium Drive for a mural. The draft License Agreement is attached and the bridge is shown in Exhibit A. Walz Tetrick Advertising will work with Kansas City, Missouri's MAPIT program on this project (http://kcmo.gov/generalservices/municipal-art-commission-2-2/mapit/).</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Draft License Agreement</p>										

REVIEW	Department Director: <i>ry sj</i>	Date: <i>5.4.17</i>
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager:	Date:
	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.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to issue a check in the amount of \$3,000.00 to Healthy Rivers Partnership, for sponsorship of its annual Missouri River Cleanup to be held on October 7, 2017.

RESOLUTION NO. 19484, May 9, 2017

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, Healthy Rivers Partnership is a non-profit organization dedicated to promoting awareness, understanding, and appreciation of Missouri's natural resources and conservation heritage on the Missouri River; and,

WHEREAS, Healthy Rivers Partnership has submitted a request in the amount of \$3,000.00 to the Public Works Departments for sponsorship of the annual Missouri River Cleanup event to be held on October 7, 2017; and,

WHEREAS, participants in this event will meet at La Benite Park in Sugar Creek, Missouri, where they will pick up trash at identified sites along the Missouri River; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to issue a check to Healthy Rivers Partnership, in the amount of \$3,000.00 for sponsorship of its Missouri River Cleanup event on October 7, 2017.

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. 19484 of May 9, 2017, was duly passed on _____, 2017 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: 002 5102 56790

ACCOUNT TITLE: Health Fund
Non-Departmental
Other Contractual

NOT TO EXCEED: \$3,000.00

Date

Chief Financial Officer

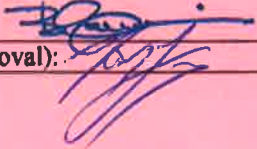
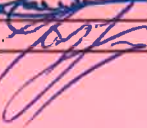
REQUEST FOR LEGISLATIVE ACTION


Completed by County Counselor's Office:

Res/Ord No.: 19484

Sponsor(s): Scott Burnett

Date: May 9, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing payment to Healthy Rivers Partnership for a cleanup event on the Missouri River in October of 2017</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>\$3,000.00</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>\$3,000.00</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$3,000.00</td></tr><tr><td>Source of funding (name of fund) and account code number</td><td>004-1504-56851 Storm water</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$3500</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:	\$3,000.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$3,000.00	Amount budgeted for this item * (including transfers):	\$3,000.00	Source of funding (name of fund) and account code number	004-1504-56851 Storm water
Amount authorized by this legislation this fiscal year:	\$3,000.00											
Amount previously authorized this fiscal year:	\$0.00											
Total amount authorized after this legislative action:	\$3,000.00											
Amount budgeted for this item * (including transfers):	\$3,000.00											
Source of funding (name of fund) and account code number	004-1504-56851 Storm water											
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>											
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Earl Newill, P. E. , Chief Engineer, 881-4538, 401-6401 cell</p>											
REQUEST SUMMARY	<p>Healthy Rivers Partnership hosts an annual cleanup of a 13 miles section of the Missouri River. In the past up to 400 volunteers have participated in this event. They meet in the morning and travel in boats along the river collecting trash and other wastes then removing them to a landfill. The event expands volunteers knowledge and appreciation for the river system and its connected ecostructures, along with making the river a better place for fish and wildlife to exist. 8 miles of the 13 miles of cleanup takes place in the unincorporated area of Jackson County. We therefore request that the Manager of Finance be authorized to issue a check in the amount of \$3,000.00 to Healthy Rivers Partnership in support of this event.</p>											
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>											
ATTACHMENTS	<p>Healthy Rivers Partnership Invoice for 2017</p>											
REVIEW	Department Director: 	Date: 4.26.17										
	Finance (Budget Approval): 	Date: 5/2/17										

<i>If applicable</i>	
Division Manager: 	Date: 5/3/17
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:
004-1504-56851	Read and Bridge - Storm water	\$3,000.00

- ☐ 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.

This expenditure was included in the Annual Budget.

RES # 19484

Department / Division

Character/Description

Not to Exceed

Health Fund - 002

5102 - Non-Departmental

56790 - Other Contractual Services

\$ 3,000

\$ 3,000

~~Budget Office~~

Healthy Rivers Partnership



6103 Noland Rd. Kansas City, MO 64133

INVOICE

To:

4/25/2017

Scott Burnet
Jackson County 1st District Legislator
415 E 12th Street
2nd Floor
Kansas City, MO 64106
sburnett@jacksongov.org
816-881-3076

SERVICES RELATED TO OCTOBER 7, 2017 MISSOURI RIVER CLEANUP

Public Education and Public Outreach to help fulfill NPDES stormwater permit requirements for Jackson County.

Removal of trash from 13 miles of Missouri River bank in Jackson County, from the confluence with the Blue River east to Missouri City (includes 8 miles of river bank in unincorporated Jackson County).

TOTAL DUE \$3,000

PLEASE REMIT TO:
Healthy Rivers Partnership
6103 Noland Rd.
Kansas City, MO. 64133

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$224,000.00 within the 2017 General Fund and awarding a contract for a facility condition assessment for use by the Department of Corrections to Hellmuth, Obata, and Kassabaum (HOK), Inc., of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 7-17, at a cost to the County not to exceed \$224,000.00.

RESOLUTION NO. 19485, May 9, 2017

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the County has a need for an assessment of Department of Corrections facilities, including building systems, conditions, configurations, and operating efficiencies; and,

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 7-17 for this assessment; and,

WHEREAS, a total of 144 notifications were distributed and six responses were received, one of which was rejected as non-responsive, with the remaining bids evaluated as follows:

<u>BIDDER</u>	<u>POINTS</u>
HOK, Inc. Kansas City (Jackson County), MO	94
Shive Hattery W. Des Moines, IA	90
Treanor HL Kansas City (Jackson County), MO	82

CGL 69
Fayetteville, GA

AEI 47
Overland Park, KS

and,

WHEREAS, the Director of Finance and Purchasing recommends that award be made to HOK, Inc., of Kansas City, MO, as the lowest and best bidder as set forth in the attached recapitulation and analysis; and,

WHEREAS, a transfer is necessary to place the funds required for this purchase in the proper 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 be made within the 2017 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Non-Departmental			
001-5101	58020 – Buildings & Improve	\$224,000	
001-5101	56790 – Other Contractual		\$224,000

and,


BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing; and,

BE IT FURTHER RESOLVED that the County Executive be, and is hereby, authorized to execute the attached Agreement for Consulting Services with HOK, Inc., at a cost to the County not to exceed \$224,000.00; and,

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

County Counselor

I hereby certify that the attached resolution, Resolution No. 19485 of May 9, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 5101 58020
ACCOUNT TITLE: General Fund
Non-Departmental
Building and Improvements
NOT TO EXCEED: \$224,000.00

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

ACCOUNT NUMBER: 001 5101 56790
ACCOUNT TITLE: General Fund
Non-Departmental
Other Contractual Services
NOT TO EXCEED: \$224,000.00

Date

Chief Financial Officer

Memorandum

To: Barbara Casamento, Purchasing Supervisor

From: Mark Trosen, Deputy Chief Operating Officer

Date: April 24, 2017

Re: RFP 7-17 Committee Evaluation and Recommendation

On February 28, 2017, Jackson County Finance and Purchasing Department received five qualified responses to the Request for Proposals 7-17 for a Facility Condition Assessment for the Corrections Department. The five responses were led by the following firms: ShiveHattery, HOK, TreanorHL, CGL Facility Management LLC and AEI Consultants.

An Evaluation Committee was composed from the following Departments: Auditor Office, Administration, Corrections, Prosecutor's Office and Public Works.

ShiveHattery, HOK and TreanorHL were identified for shortlist interviews by the Committee. The Committee's evaluation scores and ranking of firms based on RFP submissions and selected interviews are:

Firm Name	Responsiveness 5 pts. Max.	Qualifications/Experience 45 pts. Max	References 20 pts. Max	Pricing 30 pts. Max	Total Score 100 pts. Max	Ranking 1 being best
ShiveHattery	5	43	20	22	90	2
HOK	5	42	20	27	94	1
TreanorHL	5	34	19	24	82	3
CGL	5	25	15	24	69	4
AEI	3	13	10	21	47	5

The HOK team includes Ross & Baruzzini, Custom Engineering, Shafer Kline & Warren, FSC Inc., Construction Management Resources, Lerch Bates and Dax Safety & Staffing. Goals for WBE, MBE, and VBE firms were set at 5% of the contract total for each.

- WBE participation: 17% (FSC Inc. Consulting Engineers)
- MBE participation: 5% Custom Engineering
- VBE participation: 5% Dax Safety & Staffing, LLC

Based on the qualifications/experience of the consultant team, the necessity of the scope of work, and the reasonableness of the fee proposal, we recommend that the HOK team be awarded the contract for RFP 7-17 at a total fee not to exceed \$224,000.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2017 by and between the County of Jackson, Missouri hereinafter referred to as "County" and Hellmuth, Obata & Kassabaum, Inc. hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, County requires consulting services in connection with the following: **Facility Condition Assessment for Corrections Department**, hereinafter referred to as "the Project" or "the Work"; and,

WHEREAS, County desires to enter into an Agreement with a Consultant to perform Design services as aforementioned; and,

WHEREAS, Consultant represents that the firm is equipped, competent, and able to undertake such an assignment;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

ARTICLE I – SCOPE OF SERVICE TO BE PROVIDED BY THE CONSULTANT:

The Consultant, upon receipt of written notice from the County that this Agreement has been approved, will furnish the necessary consulting and related services as stipulated in the attached scope of services from the Consultant (Exhibit A).

ARTICLE II - ADDITIONAL SERVICES:

The County reserves the right to request additional work, based on changed or unforeseen conditions which require changes and work beyond the scope of this Agreement. In this event, an Addendum to this Agreement shall be executed prior to performing the additional changed work or incurring any additional cost therefore. Any change in compensation will be covered in the Addendum.

ARTICLE III – PROJECT ASSUMPTIONS

The County and the Consultant acknowledge that the scope of work described in ARTICLE I above was developed based on the following assumptions:

1. The assessment includes the following buildings and structures: a) main tower (1300 Cherry); b) jail annex; c) Community Justice Building/RCC (1305 Locust); d) Albert Riederer Community Justice Center (1315 Locust).

2. The assessment of the 18 elevators within the four facilities above are excluded from the scope of service.
3. The Facility Assessment report shall be delivered in electronic format and notebook format. The data shall be in an excel spreadsheet and the report in pdf or Word.

ARTICLE IV - SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY:

The County agrees to furnish information and have work done without cost to the Consultant as follows:

1. Make available to the Consultant existing records, abatement studies, maps, plans, and other data possessed by County when such are necessary, advisable, or helpful to the Consultant in the completion of its work under this Agreement.
2. Provide Standard County/City forms and/or standard plans as required including contractual sections for bid documents.
3. Pay publishing costs for advertisements of notices, public hearings, request for bids, and other similar items. Pay for all permits and licenses that may be required by local, state, or federal authorities.
4. Designate a representative who will serve as the County's primary point of contact and who will be authorized to act for and on behalf of the County throughout completion of the services covered by this Agreement.
5. Examine all studies and drafts developed by the Consultant, obtain reviews by other agencies involved, and render decisions thereon in a prompt manner so as not to delay the Consultant.

ARTICLE V - PERIOD OF SERVICE:

The Consultant will commence work after receiving Notice-to-Proceed from the County. All work product detailed by the scope of service shall be completed and submitted within 90 days of the Notice-To-Proceed. The general phases of work will be completed in accordance with the attached Schedule, Exhibit C, which was submitted by the Consultant.

ARTICLE VI - PROGRESS SCHEDULE:

The contracting parties agree that time is of the essence. Bi-monthly the Consultant shall submit a Progress Report to the County. The Progress Report will be in the form of either a bar graph or a Critical Path Method (CPM) Schedule. It shall include scheduled periods for each of the elements into which the Consultant's work is divided. The schedule periods shall also include a time allowance for review and approvals by the County. Assume two (2) weeks review time for County on each submittal.

ARTICLE VII - COVENANT AGAINST CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement the price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee plus reasonable attorney's fees.

ARTICLE VIII - SUBLETTING ASSIGNMENT:

No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without the written consent of the County. The subletting of the work shall in no way relieve the Consultant of its primary responsibility for the quality and performance of the work. Notwithstanding the above, the County approves of Consultant subcontracting services to the persons or firms identified in Exhibit A.

ARTICLE IX - PROFESSIONAL ENDORSEMENT:

All plans, specifications and other documents shall be endorsed by the Consultant or its approved subconsultant and shall reflect the name and seal of the Professional Engineer endorsing the work, if required by Missouri Law.

ARTICLE X - STANDARD OF CARE

Consultant shall perform the services in accordance with the standards of care and diligence normally practiced by recognized architectural firms in performing services of a similar nature. If, during the two (2) year period following the earlier of completion or termination of the services it is shown there is an error in the services caused solely by the Consultant's failure to meet such standards, and County has promptly notified Consultant of any such error within that period, Consultant shall perform, at Consultant's cost, such corrective architectural services as may be necessary to remedy such error.

ARTICLE XI - MISCELLANEOUS PROVISIONS:

The following miscellaneous provisions are agreed to by both parties to this Agreement.

1. Inspection of Documents.

The Consultant shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this Agreement and to the project covered by this Agreement, for a period of not less than three (3) years following final payment. An authorized representative of the County shall have access to the records for inspection, during regular working hours at the Consultant's place of business. County shall have the right to audit and inspect Consultant's records and accounts covering costs hereunder at all reasonable times during the performance of the Services and for a period of three (3) years after the acceptance thereof. Consultant shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or of costs which are expressed in terms of percentages of other costs.

2. Confidential Information.

Consultant will hold all Confidential Information in confidence and not disclose, distribute or disseminate any Confidential Information, or any documents or information derived from the Confidential Information, to any third party, except as permitted in this Agreement. Consultant may disclose Confidential Information to its employees and its agents or consultants on a need to know basis. Consultant will use the same degree of care in securing and protecting the Confidential Information from disclosure or unauthorized use as Consultant would use to secure and protect its own proprietary information. For the purposes of this Agreement, "**Confidential Information**" means all non-public, proprietary and/or confidential information directly related to the Project provided by County to Consultant. Confidential Information does not include information, which (a) is or becomes generally available to the public other than as a result of a wrongful disclosure by the Consultant; (b) was in the possession of the Consultant without confidentiality restrictions at the time of disclosure; (c) was generated independently by Consultant from sources other than the Confidential Information without violating any obligations of this Agreement or (d) was disclosed to Consultant by a third party free of any obligation of confidentiality."

3. Conferences, Visits to Site, Inspection of Work.

A representative of the County shall have the privilege of inspecting and reviewing the work being done by the Consultant and consulting with its staff at any time during normal business hours. Conferences are to be held at the request of the County or the Consultant.

4. Accuracy of Work. The Consultant shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from

negligent errors and omissions on the part of the Consultant without additional compensation. Acceptance of the work by the County will not relieve the Consultant of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities during construction. The Consultant shall give prompt attention to these revisions or corrections so there will be a minimum of delay to the project or to the contractor.

5. Relationship with Others. The Consultant shall cooperate fully with Consultants on adjacent projects, municipalities, local government officials, public utility companies, and others as may be directed by the County. This shall include attendance at meetings, discussions and hearings, as may be requested by the County; furnishing plans and other data as may be requested from time to time by the County, and compliance with all directives issued by the County.
6. Ownership of Documents. Plans, electronic data, and maps and specifications which are specifically prepared for this Project under this Agreement shall be delivered to and become the property of the County upon termination or completion of work, and upon Consultant's receipt of final payment. Consultant shall retain the ownership and copyrights in its standard details, drawings, and specifications. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the County upon request. All such information produced under this Agreement shall be available for use by the County. If the County incorporates any portion of the work into a project other than that for which it was performed, the County shall defend, indemnify and save the Consultant harmless from any claims and liabilities resulting from such use, including legal fees and costs of defense.
7. Termination. Consultant or the County may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Consultant may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, flier, lists, and all other County materials must be delivered and returned by the Consultant to the County within fifteen (15) calendar days of the demand of the County.

If the Agreement is terminated due to the Consultant's service being unsatisfactory in the judgment of the County, or if the Consultant fails to prosecute the work with due diligence, the County may procure completion of the work in such manner as it deems to be in the best interest of the County. The Consultant will be responsible for any excess direct cost in addition to that provided for in this Agreement or any direct damages the County may sustain by reason of the termination of this Agreement due to a breach of this Agreement or negligent performance or prosecution by the Consultant.

8. Successors and Assigns. The County and the Consultant each bind themselves, their successors, executors, administrators, and assigns to the other party to this

Agreement, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

9. Compliance with Laws. The Consultant shall keep itself fully informed of all existing and current regulations of the County, State, and Federal laws which in any way limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by the Consultant. It shall at all times observe and comply with all ordinance, laws, and regulations, and shall protect and indemnify the County against any claims or liability arising from or based on any violations of the same.
10. Nondiscrimination. The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors. The Consultant will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Consultant will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405(b), which are herein incorporated by reference and made a part of this agreement. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Consultant's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of color, race or national origin.
11. Independent Contractor. The Consultant shall work as an independent contractor and not as an employee of the County. The Consultant shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. The Consultant shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.
12. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless as expressed herein.
13. Incorporation. This Agreement along with the Consultant's proposal, fee, and schedule breakdown incorporates the entire understanding and agreement of the parties.

14. Decisions under this Agreement. The County will determine the acceptability of work performed under this Agreement, and will decide all questions which may arise concerning the project.
15. Safety Requirements. Consultant shall make every reasonable effort to perform the Services in a manner complying with all applicable safety legislation and with applicable environmental laws, rules, and regulation in force at the time of development of designs. Consultant shall also be responsible for the safety of its own employees at all times during the performance of any Request for Services.
16. Purchase Orders. In the event the County uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only and any typed provision in conflict with the terms of this Agreement and all-preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

ARTICLE XII - INSURANCE AND INDEMNIFICATION:

The County understands that it cannot be an insured on this coverage and that it is available only in a "claims made" form.

Consultant shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the Consultant are such that it may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required.

All subcontractors of the Consultant are required to carry the same coverages and limits as the Consultant. All liability policies required, except Professional Liability as indicated above, are to be written on an "occurrence" basis unless an agreement, in writing is made with County.

1. Professional Liability

The Consultant Firm shall secure Professional Liability insurance coverage with limits of \$1,000,000 each claim/\$1,000,000 aggregate.

2. Commercial General Liability

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). General Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insured and also include Contractual Liability with no limitation

endorsements. Policy shall include \$100,000 limit each occurrence for Damage Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medial Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

3. Commercial Automobile Liability

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operations of motor vehicles in connection with this contract.

4. Workers Compensation and Employers Liability Coverage

Consultant shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensations	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

5. Excess/Umbrella Liability Coverage

Consultant shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverage's listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

6. Additional Insured & Certificate of Insurance

The Commercial General and Automobile Liability Insurance specified above shall provide that County and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within ten (10) calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without thirty (30) days written notice of cancellation, ten (10) days for non-payment of premium, to County. In the case

of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverages mentioned above prior to the expiration date of coverage(s).

7. Qualifications of Insurance Carriers

All insurance coverage must be written by companies that have an A. M. Bests rating of "B+V" or better or Lloyd's of London, and are approved by the State of Missouri to do business in Missouri.

8. Failure to Maintain Insurance Coverage

Regardless of any approval by the County, it is the responsibility of the Consultant to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Consultant's failure to maintain the required insurance in effect, County may order Consultant to stop work immediately and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

9. Indemnification

The Consultant agrees to indemnify and save harmless the County, against all damages to property, structures and utilities, personal injury, including accidental death, to the extent caused by the Consultant's negligent or willful acts or the negligent acts of the Consultant's subcontractors, agents, or employees, in the performance of work under this Agreement.

ARTICLE XIII - PAYMENTS TO THE CONSULTANT:

For the services performed by Consultant under this Agreement and as full compensation therefore, and for all expenditures made and all expenses incurred by Consultant in connection with this Agreement, except as otherwise expressly provided herein, subject to conformance with all provisions of this Agreement, County will pay Consultant as follows:

1. County will pay a fixed fee of \$ 224,000, as compensation for Consultant's services and expenses as set forth in the Consultant's attached Fee Schedule (Exhibit B).
2. Payments for services shall be made monthly in proportion to services performed. The Consultant will present an invoice to the County at the end of each month. Said invoice shall be approved by the Director of Corrections who will recommend payment to Consultant. The Director of Corrections will approve said invoices within five (5) business days of receipt of Consultant's invoice. If

the Director of Corrections fails to make his recommendation within said time, the invoice will be considered approved. Upon the approval of the Director of Corrections, County will pay Consultant within thirty (30) days.

ARTICLE XIV – LIQUIDATED DAMAGES

1. The Consultant shall pay the County Liquidated Damages (hereinafter defined) which the County hereby accepts as full payment in lieu of, and not in addition to, any and all present and future loss, costs or other damage (including, without limitation, all present and future consequential, incidental and special damage) that could incur as a result of the Consultant's failure to timely complete its services. Commencing on the fifteenth (15th) business day following the scheduled date for completion of the Consultant's services and extending until completion or termination of the Services (Liquidated Period), the Consultant shall pay the County the maximum sum of Five Hundred and No/100 Dollars (US) (\$500.00 USD) per day, for each business day of delay occurring during the Liquidated Period up to the maximum sum of \$7,500 (Liquidated Damages). In no event shall the Liquidated Period be construed to include any period of delay which: (i) is excused by contract or law; and/or (ii) results from a condition, event or circumstance beyond the Consultant's reasonable control. The Liquidated Damages owed to the County pursuant to this paragraph shall be the Consultant's maximum, cumulative and aggregate liability to the County for any and all loss, cost or other damage resulting from the Consultant's delay.

ARTICLE XV – ENCLOSURES & ATTACHMENTS

Scope of Services (Exhibits A)
Fee (Exhibit B)
Project Schedule (Exhibit C)

IN WITNESS WHEREOF, Jackson County, Missouri, has caused these presents to be executed in its behalf by its duly authorized agent; and the Consultant has hereunto set it hand and seal.

Approved by:

Recommended by:

Frank White, Jr.
County Executive

Joe Piccinini
Director of Corrections

Approved to form this _____ day of _____, 2017.

County Counselor

By: Thomas S. Wagner, Sr. V.P.
Hellmuth, Obata & Kassabaum, Inc.

REVENUE CERTIFICATE

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

Date Finance Director

FMS Agreement Number _____

Account Code _____ - _____ - _____

Tax ID # _____

completion or termination of the Services (Liquidated Period), the Consultant shall pay the County the maximum sum of Five Hundred and No/100 Dollars (US) (\$500.00 USD) per day, for each business day of delay occurring during the Liquidated Period up to the maximum sum of \$7,500 (Liquidated Damages). In no event shall the Liquidated Period be construed to include any period of delay which: (i) is excused by contract or law; and/or (ii) results from a condition, event or circumstance beyond the Consultant's reasonable control. The Liquidated Damages owed to the County pursuant to this paragraph shall be the Consultant's maximum, cumulative and aggregate liability to the County for any and all loss, cost or other damage resulting from the Consultant's delay.

ARTICLE XV – ENCLOSURES & ATTACHMENTS

Scope of Services (Exhibits A)

Fee (Exhibit B)

Project Schedule (Exhibit C)

**Jackson County Facility Condition Assessment for Correction
Consulting Agreement**

Exhibit-A: Scope of Services

Scope of Services to be performed by HOK (including proposed sub-consultants, "Assessment Team") shall include:

Facility Condition Assessment as defined by ASTM Standard E 2188 (Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment). HOK proposes the following 6 step process in response to the County's request identified in RFP 7-17 (and addendums):

FACILITY CONDITION ASSESSMENT

STEP 1: FACILITY NOTIFICATION

Beginning with the issuance of a notification letter to facility directors, we will identify the upcoming assessment efforts to be performed within their secure environment and the anticipated timing and commitment of onsite personnel assistance including:

- + Request for security escorts during onsite assessments
- + Request for onsite maintenance personnel availability for phone and face-to-face interviews
- + Submission of personnel Criminal Records Check applications

STEP 2: QUANTITY TAKEOFFS

Perform a comprehensive review of existing as-built drawings (including major upgrades, existing drawings, maintenance records, utilities usage, Testing, Adjusting and Balancing (TAB) reports and work orders) and previous assessment reports to identify two major factors:

Factor 1. Those areas of deferred maintenance currently known to the facility

Factor 2. Populate a database documenting each buildings' components, current age and existing quantity.

Past experience with facility assessments have shown attempting to review and document repetitive elements to be costly and inefficient. Instead, we propose to coordinate with the County to define a sampling set to be assessed and serve as the basis for defining the general condition of repetitive systems and space types.

STEP 3: INTERVIEWS

Conduct interviews with onsite maintenance and operations personnel to verify information gleaned from the quantity takeoff effort and identify additional maintenance/operational concerns that may not have been captured. Interviews will be conducted for each of the proposed major building components including:

- + Structural Frame / Building Envelope
- + Roofing
- + Plumbing
- + Heating
- + Air conditioning
- + Electrical
- + Life Safety
- + Interior Elements

STEP 4: ON-SITE ASSESSMENT

Each of the eight components identified above will be visually assessed following the E 2188 protocols and captured in a database identifying the following major elements:

- + Reference number - An arbitrary number provided for easy reference
- + Building – describes the building within the campus. Buildings to be assessed include:
 - o Jackson County Detention Center (JCDC) Main Tower
 - o JCDC Annex
 - o Community Justice Building / Regional Correctional Center (RCC)
 - o Albert Riederer Community Justice Complex
- + Room type – describes the room being assessed
- + Discipline – describes the discipline responsible for the assessment
- + System – describes the system being assessed
- + Component – describes the systems' component being assessed
- + Quantity – describes the amount of a specific component

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**Jackson County Facility Condition Assessment for Correction
Consulting Agreement**

- + Unit of measure – identifies the unit of measurement utilized to define the component
- + Expected life – describes the anticipated expected life of a component assuming routine maintenance is performed
- + Last major action – identifies any upgrades/repairs which may have been performed, thus affecting the initial install date of a component.
- + Component description – a description of the component being assessed
- + Condition rating - The observed condition of the component. The following condition ratings will be utilized:
 - o Excellent - Superior aging performance. New component, functioning as intended, no deterioration observed.
 - o Good - Normal result. Functioning as intended; normal deterioration observed based on age and general environment.
 - o Fair - Functioning as intended; evidence of some degradation or deficient operation. Component/ system approaching the end of typical service life. Repairs necessary to maintain functionality.
 - o Poor - Not functioning as intended; evidence of serious collective degradation or deficient operation; potential for failure, system at end of service life. Repairs necessary to restore functionality.
 - o Failed – System is no longer operating to design intent or exhibiting total failure; significant deterioration and major distress observed, possible damage to support structure; may present a risk to people or materials.
- + Observations – description of general observations related to components
- + Photo - Reference to photograph. Photograph numbers will correlate to reference numbers (see above), with letters following for multiple photographs per component.
- + Brief description of recommended remediation/repair
- + Category - A description of the type of recommendation. The following categories will be used:
 - o Code/Standards - Work necessary to comply with current, applicable Codes, Regulations & Standards.
 - o Life Cycle - Future replacements/renewals based on typical service life. Timing may change as event approaches, depending on the maintenance, wear, use, etc. of the system or component.
 - o Functionality - Repair or replacement is necessary due to a loss of functionality (i.e. system no longer performing/operating as required, or damage/deterioration is impacting functionality of the system/component).
 - o Health & Safety - Current status poses a risk to occupants (i.e. loose brick on exterior wall, trip hazard)
- + Timing - The year in which the recommendation is to occur
- + Cost – The opinion of probable cost of the recommendation
- + Recommendation – A description of the recommendation for repair
- + Frequency – Anticipated timing until the next occurrence

STEP 5: OPINION OF PROBABLE COST

Findings of Step 4 will be reviewed with County representatives to prioritize identified corrective measures. Additionally, a database to identify the opinion of probable cost will be developed. Lastly, cost factors anticipated for the remediation of identified maintenance and repair items will be projected to quantify the anticipated costs associated with the continued deferral of maintenance over one year, five year and ten year intervals.

STEP 6: RECOMMENDATIONS FOR UPGRADE

Following the identification and quantification of existing deficiencies, we will offer recommendations for potential upgrades to maximize the future efficiencies of the facilities. Specifically, we will identify potential energy and sustainable performance upgrades of the MEP systems; or conversely, identify portions of the MEP systems that may be using excessive energy. By observing systems in actual operation, we will look for opportunities to improve or enhance operation, decrease overall energy and/or maintenance cost, or prolong the life of the equipment. Each recommendation will include a projected first cost and a projected cost-benefit.

AMERICAN CORRECTIONAL ASSOCIATION CODE (ACA):

Our efforts related to evaluating your facility to the latest ACA standards will center on assessing compliance with current ACA Adult Local Detention Facility Standards including capacity, space size, distribution of showers, toilets and lavatories, lighting levels, air changes, and temperature control. Evaluation will include assessment of ACA 4-ALDF-1A-15 (light level measurements in personal grooming areas at writing surfaces), noise level testing as defined by ACA 4-ALDF-1A-18 for agreed upon representative samples with assistance from the County to gather required decibel readings occurring during night time operations. HOK will review the facilities' ventilation reports (as required by each accreditation cycle) for conformance with AVCA 4-ALDF-1A-19. Additionally, a review of your facilities for sightlines, hidden areas and other

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**Jackson County Facility Condition Assessment for Correction
Consulting Agreement**

factors not in compliance with the Prison Rape Elimination Act (PREA) will be conducted. A report of findings will be generated identifying prioritized areas of concern and recommended strategies for correction. An opinion of probable cost will be providing identifying the anticipated costs needed to meet the current standards of ACA.

MISSION CRITICAL ELEMENTS:

Assessment team will review your existing critical systems to determine current and future maintenance needs, operational performance, reliability and redundancy availability. Systems to be evaluated include normal and emergency power systems, fire detection and suppression systems, water storage, smoke detectors, fire extinguishers and emergency lighting and security electronic control systems (specifically - door control systems (for cells, main movement doors, perimeter doors, vehicle sally port doors, etc.); intercom systems; telephone system; guard watch tour system; touch screen control stations; hard panel controls; overall integrated network; access control system; CCTV system and its storage capacity; and your central and pod control rooms and their stations). Additionally, we will look for opportunities to improve or enhance operations, decrease overall energy and/or maintenance costs, and options to prolong the useful life of existing systems. Each recommendation will include a prioritization rating, projected first and future cost and a projected cost-benefit.

End of Exhibit-A

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Jackson County Facility Condition Assessment for Correction
Consulting Agreement

Exhibit-B: Fee

Lump sum fee for services identified in Exhibit-A, including expenses: \$224,000

Anticipated fee distribution by firm (subject to modification based on finalization of sub-consultant agreements):

FRM	SCOPE	PERCENTAGE OF FEE	M/W/V/BE
HOK	PM, Interiors (lead)	20.71%	n/a
Ross & Baruzzini	HVAC/Mission Critical/FLS	27.78%	n/a
Custom	HVAC (support), Interiors (support)	5.00%	MBE
SKW	Structure / Envelope	18.53%	n/a
FSC	Code / ACA	16.95%	WBE
CMR	Cost estimating	6.03%	n/a
Dax	Roofing, Interiors (support)	5.00%	VBE
	TOTAL	100%	26.95%

End of Exhibit-B

**Jackson County Facility Condition Assessment for Correction
Consulting Agreement**

Exhibit-C: Project Schedule

1. PRIME KICK-OFF (WEEK 1)

- a. Execute prime agreement with County (for the purposes of Exhibit-C, the date of execution shall serve as Notice to Proceed and start of Period of Service as defined by Article V of the Agreement for Consulting Services)
- b. Kick-off session (face-to-face (FTF) meeting with County (1 day))
 - i. Receive requested archival data, including, but not limited to:
 1. Complete electronic as-built drawings for all buildings, including major upgrades
 2. Complete project specifications
 3. Historical utility usage data
 4. Maintenance records
 5. Testing, Adjusting and Balancing (TAB) reports
 6. Work orders
 7. Previously conducted assessment studies
 8. Abatement studies
 9. Maps
 - ii. Confirm proposed schedule with County and affected user-groups
 - iii. Confirm County's Designated Representative as defined by prime agreement Article IV.4
 - iv. Confirm systems to be assessed by Assessment Team
 1. Building components and code compliance
 2. Mission Critical elements
 3. ACA elements
 - v. Confirm repetitive element sampling size
 - vi. Issue notifications to facility director, including:
 - a. Request for security escorts during onsite assessments, with dates and names of Assessment Team members
 - b. Request for onsite maintenance personnel availability for phone and face-to-face interviews, with anticipated dates
 - c. Submission of personnel Criminal Records Check applications

2. DISCOVERY (WEEK 2)

- a. Review information supplied by County in Exhibit-C 1.c.i
- b. Initiate quantity takeoffs
 - i. Define existing buildings metrics
 1. Footprint
 2. Heights
 3. Floors
 - ii. Unit counts
 - iii. Define/confirm types of major elements
 - iv. Define most recent installation dates of major elements
- c. Initiate cost estimating database development
- d. Initiate development of visual inspection forms and plans

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Jackson County Facility Condition Assessment for Correction
Consulting Agreement

- e. Provide certificates of insurance as required by prime agreement Article XII section 6
- 4. 10.1 WEEK 4
 - a. Finalize Exhibit-C 2.b
 - b. Conduct interviews (onsite) with user groups identified in Exhibit-C 1.c.v.b
 - c. Modify/refine Exhibit-C 2.c and 2.d based on findings of Exhibit-C 3.a
 - d. Issue Progress Schedule as identified in Article VI of prime agreement.
- 5. 11.1 WEEKS 5 & 6
 - a. Perform on-site visual inspections as described by ASTM E2018.
 - i. Assess condition of systems and sample sets for current physical condition
 - ii. Populate inspection forms for assessed elements including:
 - 1. Current condition
 - 2. Current deficiencies
 - 3. Assignment of condition rating and category (see Exhibit-A)
 - iii. Quality control review of field inspections
 - 1. Populate cost estimating database
 - b. Issue Progress Schedule as identified in Article VI of prime agreement.
- 6. 12.1 WEEKS 7 & 8
 - a. Prepare draft report of findings resulting from visual inspections
 - b. Prepare a draft report of findings resulting from ACA compliance review
 - c. Prepare a draft report of findings resulting from Mission Critical review
 - d. Issue Progress Schedule as identified in Article VI of prime agreement.
- 7. 13.1 DRAFT REPORT DUE (WEEK 10)
 - a. Review initial findings with County
 - b. County review and comment period (including "other agencies involved", 3 business days)
 - c. County issues review comments to Assessment Team
- 8. 14.1 DRAFT FINAL REPORT (WEEK 11)
 - a. Review and modify draft report
 - i. Address County's review comments from Week 10
 - 1. Provide written response to each County comment documenting revisions, if any, to draft report
 - b. Issue Progress Schedule as identified in Article VI of prime agreement.
- 9. 15.1 FINAL STUDY (WEEK 12)
 - a. Review final study with County (FTF meeting, 1 day)
 - i. Provide final facility assessment report to County (electronic format (excel/word) and notebook format).

End of Exhibit-C

REQUEST FOR LEGISLATIVE ACTION

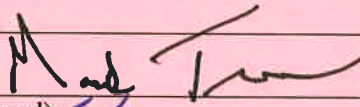
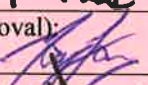
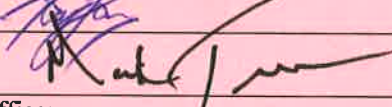
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19485

Sponsor(s): Scott Burnett

Date: May 9, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transferring \$224,000.00 within the General Fund and awarding a Contract for Facility Condition Assessment for the Jackson County, Missouri Department of Corrections to HOK (Hellmuth, Obata and Kassabaum, Inc.) of Kansas City, Missouri under the terms and conditions of Request for Proposal No. 7-17.</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>\$224,000.00</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>\$224,000.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$224,000.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>TRANSFER FROM: 001-5101-58020 General Fund, Non-Departmental, Buildings and Improvements</td><td>\$224,000.00</td></tr> <tr> <td>TRANSFER TO: 001-5101-56790 General Fund, Non-Departmental, Other Contractual Services</td><td>\$224,000.00</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): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$224,000.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$224,000.00	Amount budgeted for this item * (including transfers):	\$224,000.00	Source of funding (name of fund) and account code number:		TRANSFER FROM: 001-5101-58020 General Fund, Non-Departmental, Buildings and Improvements	\$224,000.00	TRANSFER TO: 001-5101-56790 General Fund, Non-Departmental, Other Contractual Services	\$224,000.00																						
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PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>																																				
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>																																				
REQUEST SUMMARY	<p>Jackson County, Missouri requires a Facility Condition Assessment to address to Department of Correction's building systems operations, configurations, conditions and operating efficiencies. In response to those requirements the Purchasing Department issued Request for Proposal No. 7-17.</p> <p>A total of 144 notifications were distributed, six responses were received, one of which was rejected as non-compliant to the Request for Proposal and five responses were evaluated as follows:</p> <table border="1"> <thead> <tr> <th>Respondent Name and Location</th><th>Responsiveness 5 Points</th><th>Qualifications/ Experience 45 Points</th><th>References 20 Points</th><th>Pricing 30 Points</th><th>Total Points</th></tr> </thead> <tbody> <tr> <td>Shive Hattery W. Des Moines, IA</td><td>5</td><td>43</td><td>20</td><td>22</td><td>90</td></tr> <tr> <td>HOK Kansas City, MO</td><td>5</td><td>42</td><td>20</td><td>27</td><td>94</td></tr> <tr> <td>Treanor HL Kansas City, MO</td><td>5</td><td>34</td><td>19</td><td>24</td><td>82</td></tr> <tr> <td>CGL Fayetteville, GA</td><td>5</td><td>25</td><td>15</td><td>24</td><td>69</td></tr> <tr> <td>AEI Overland Park, KS</td><td>3</td><td>13</td><td>10</td><td>21</td><td>47</td></tr> </tbody> </table>	Respondent Name and Location	Responsiveness 5 Points	Qualifications/ Experience 45 Points	References 20 Points	Pricing 30 Points	Total Points	Shive Hattery W. Des Moines, IA	5	43	20	22	90	HOK Kansas City, MO	5	42	20	27	94	Treanor HL Kansas City, MO	5	34	19	24	82	CGL Fayetteville, GA	5	25	15	24	69	AEI Overland Park, KS	3	13	10	21	47
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	<p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a contract for a Facility Condition Assessment for the Jackson County, Missouri Department of Corrections to HOK of Kansas City, Missouri under the terms and conditions of Request for Proposal No. 7-17 as the best proposal received. After the selection of the best proposal, pricing was negotiated and is included in the Award Recommendation.</p> <p>The Director of Finance and Purchasing also requests the transfer of \$224,000.00 within the General Fund as follows:</p> <table border="0" data-bbox="306 449 1531 548"> <tr> <td data-bbox="306 478 1166 506">001-5101-58020 General Fund, Non-Departmental, Buildings & Improvements</td> <td data-bbox="1240 449 1333 476">FROM:</td> <td data-bbox="1403 449 1450 476">TO:</td> </tr> <tr> <td data-bbox="306 506 1166 533">001-5105-56790 General Fund, Non-Departmental, Other Contractual Services</td> <td data-bbox="1240 478 1370 506">\$224,000.00</td> <td data-bbox="1386 506 1531 533">\$224,000.00</td> </tr> </table>		001-5101-58020 General Fund, Non-Departmental, Buildings & Improvements	FROM:	TO:	001-5105-56790 General Fund, Non-Departmental, Other Contractual Services	\$224,000.00	\$224,000.00
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CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)							
ATTACHMENTS	The Abstract of Bids Received, the Award Recommendation documents and the pertinent pages of HOK's proposal.							
REVIEW	Department Director: 	Date: 5/3/17						
	Finance (Budget Approval): <i>If applicable</i> 	Date: 5/3/17						
	Division Manager: 	Date: 5/3/17						
	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.

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

Department / Division	Character/Description	From	To
General Fund - 001			
5101 - Non-Departmental	58020 - Buildings & Improvements	\$ 224,000	\$ -
5101 - Non-Departmental	56790 - Other Contractual Services		224,000
		<u>\$ 224,000</u>	<u>\$ 224,000</u>

Department / Division	Character/Description	Not to Exceed
General Fund - 001		
5101 - Non-Departmental	56790 - Other Contractual Services	\$ 224,000
		\$ 224,000

Budget Office 5/3/17

Request for Proposal No. 7-17 Facility Condition Assessment 2:00 PM, CST on 2/28/17		Tompkins Architects	Shive Hattery	AEI Consultants	Treanorhl	CGL Facility Management
NO	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
	Base Bid	See bid	See bid	See bid	See bid	See bid

CERTIFICATION OF BID OPENING
BIDS WERE PUBLICLY
OPENED AND RECORDED

ON: Feb 28, 2017, BY [Signature]

CLERK OF THE LEGISLATURE

PURCHASING

**CERTIFICATION OF BID OPENING
BIDS WERE PUBLICLY
OPENED AND RECORDED**

ON: Feb 28, 2017 BY _____

CLERK OF THE LEGISLATURE

PURCHASING

