

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$20,000.00 from the undesignated fund balance of the 2017 Grant Fund in acceptance of the OSCA Juvenile Justice Program Assistance grant received from the Missouri Office of State Courts Administrator.

ORDINANCE NO. 5007, August 22, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Family Court Division has been awarded the OSCA Juvenile Justice Program Assistance grant in the amount of \$20,000.00 by the Missouri Office of the State Courts Administrator, for the period of July 1, 2017, through June 30, 2018; and,

WHEREAS, the grant funds will be used to provide monitoring of at risk youth; and,

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

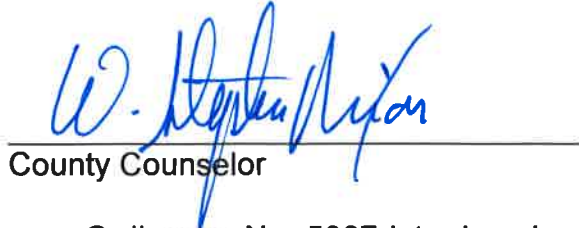
BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be made from the undesignated fund balance of the 2017 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Juvenile Justice Program			
010-2137	45361 - Increase Revenue	\$20,000	
010-2810	Undesignated Fund Balance		\$20,000
010-2810	Undesignated Fund Balance	\$20,000	
010-2137	55010 - Salaries		\$20,000

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5007 introduced on August 22, 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. 5007 .

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$20,000.00


Date


Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/Ord No.: 5007
 Sponsor(s): Alfred Jordan
 Date: August 22, 2017

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: <u>OSCA Juvenile Justice Program Assistance</u>										
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>\$20,000</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$20,000</td></tr> <tr> <td>Amount budgeted for this item *:</td><td>\$20,000</td></tr> <tr> <td>Source of funding (name of fund) and account code number</td><td>FROM ACCT 010-2810 20,000.00 TO ACCT 010-2137-55010 20,000</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION: <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): 10,000 Prior Year Actual Amount Spent (if applicable): 10,000</p>	Amount authorized by this legislation this fiscal year:	\$20,000	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$20,000	Amount budgeted for this item *:	\$20,000	Source of funding (name of fund) and account code number	FROM ACCT 010-2810 20,000.00 TO ACCT 010-2137-55010 20,000
Amount authorized by this legislation this fiscal year:	\$20,000										
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Total amount authorized after this legislative action:	\$20,000										
Amount budgeted for this item *:	\$20,000										
Source of funding (name of fund) and account code number	FROM ACCT 010-2810 20,000.00 TO ACCT 010-2137-55010 20,000										
PRIOR LEGISLATION	Prior ordinances and (date): <u>4884 09/8/16</u> Prior resolutions and (date):										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Carl Bayless, Grant Accountant, 816-435-4775										
REQUEST SUMMARY	<p>This is a request to appropriate \$20,000.00 from the 2017 undesignated fund balance in acceptance of a contract awarded to the Family Court Division by the Office of State Courts Administrator. The project is named "OSCA Juvenile Justice Program Assistance" and its purpose is to provide monitoring of at risk youth. The project began July 1, 2017 and will continue through June 30, 2018.</p> <p>Please appropriate the \$20,000.00 into the accounts listed below:</p> <p>010-2137-55010 Salary \$20,000.00</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	<table border="1"> <tr> <td>Department Director:</td><td>Date</td></tr> <tr> <td>Finance (Budget Approval): <i>Roy Fairchild, Budget and Fiscal Officer</i></td><td>Date: 08/07/17</td></tr> <tr> <td>Division Manager: <i>Theresa Byrd, Deputy Court Administrator</i></td><td>Date: 08/07/17</td></tr> <tr> <td>County Counselor's Office:</td><td>Date: <u>8/14/17</u></td></tr> </table>	Department Director:	Date	Finance (Budget Approval): <i>Roy Fairchild, Budget and Fiscal Officer</i>	Date: 08/07/17	Division Manager: <i>Theresa Byrd, Deputy Court Administrator</i>	Date: 08/07/17	County Counselor's Office:	Date: <u>8/14/17</u>		
Department Director:	Date										
Finance (Budget Approval): <i>Roy Fairchild, Budget and Fiscal Officer</i>	Date: 08/07/17										
Division Manager: <i>Theresa Byrd, Deputy Court Administrator</i>	Date: 08/07/17										
County Counselor's Office:	Date: <u>8/14/17</u>										

Sarah Matthews
 8/14/17

Roy Fairchild
Theresa Byrd

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

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

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Undesignated fund balance	\$20,000.00


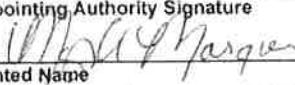

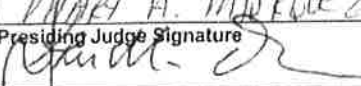
- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does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

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

ORD # 5007

[illegible]

Budgeting

	State of Missouri Office of State Courts Administrator Administrative Services Division		Issue Date	Award Amount
			July 25, 2017	\$20,000.00
			Contract Period	
			July 1, 2017 to June 30, 2018	
Juvenile Justice Program Assistance				
The Family Court Committee of the Supreme Court of Missouri, in cooperation with the Circuit Court Budget Committee, has approved and provided funding for the implementation of juvenile justice programming assistance for delinquent youth who can be diverted from secure detention by use of the objective screening instrument Juvenile Detention Assessment (JDTA) into a non-secure;pre-adjudication placement.				
Contract Number OSCA 18-003-08			<input checked="" type="checkbox"/> Original Contract <input type="checkbox"/> Contract Amendment	
Court/Recipient Information: The Honorable John M. Torrence Presiding Judge Sixteenth Judicial Circuit 415 East 12th Street Kansas City, Missouri 64106		Project Director: Theresa Byrd Deputy Court Administrator Sixteenth Judicial Circuit 625 East 26th Street Kansas City, Missouri 64108		OSCA Program Contact Jessica Kempker 573-522-3357 OSCA Fiscal Contact Shelly Peters 573-522-2751
<input type="checkbox"/> Special Conditions of this award are attached.		<input checked="" type="checkbox"/> There are no special conditions of this award. Original RFP requirements only.		
Funding provided to assist with the Night Light program.				
Requested Amount: \$33,000.00 Awarded Amount: \$20,000.00				
Please Sign, Date and Return by Mail to:				
Office of State Courts Administrator Attn: Contracts Unit P.O. Box 104480 Jefferson City, MO 65110 - 4480				
In witness thereof, the parties below hereby execute this agreement.				
Appointing Authority Signature 		OSCA Signature 		
Printed Name MARY A. MARQUEZ	Date 8-1-2017	Printed Name Earl Kraus		
Presiding Judge Signature 		Title Deputy State Courts Administrator		
Printed Name John M. Torrence	Date 8-1-2017	Date 7-24-17		



**STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
REQUEST FOR PROPOSAL**

RFP NO: OSCA 18-003
TITLE: Juvenile Justice Program Assistance
ISSUE DATE: February 1, 2017

CONTACT: Russell Rottmann
PHONE NO: (573) 522-6766
E-MAIL: osca.contracts@courts.mo.gov

RETURN PROPOSAL NO LATER THAN: 4 p.m., March 17, 2017

RETURN PROPOSAL TO:

(U.S. Mail)

Office of State Courts Administrator
P.O. Box 104480
Jefferson City, MO 65110 - 4480

or

(Courier Service)

Office of State Courts Administrator
2112 Industrial Dr.
Jefferson City, MO 65109

CONTRACT PERIOD: July 1, 2017, through June 30, 2018

SIGNATURES REQUIRED

PRESIDING JUDGE SIGNATURE		DATE
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE		Feb 14, 2017
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)		
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE		
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)		TITLE
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE		DATE
COURT 16 TH JUDICIAL CIRCUIT, FAMILY COURT DIVISION		
MAILING ADDRESS 625 EAST 26 TH STREET		
CITY, STATE, ZIP KANSAS CITY MISSOURI 64108		
CONTACT PERSON THERESA BYRD		TITLE DEPUTY COURT ADMINISTRATOR
PHONE NUMBER 816-435-4850	FAX NUMBER 816-435-4844	E-MAIL ADDRESS tbyrd@courts.mo.gov

NOTICE OF AWARD (OSCAUSE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:		
REQUESTED: \$33,000 ⁰⁰ APPROVED: \$20,000 ⁰⁰		
CONTRACT NO. OSCA 18-003-08		CONTRACT PERIOD July 1, 2017 through June 30, 2018
CONTRACTS SECTION Russell W. Rottmann	DATE 7/24/17	DEPUTY STATE COURTS ADMINISTRATOR



SUPREME COURT OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR

KATHY S. LLOYD
STATE COURTS
ADMINISTRATOR

2112 Industrial Drive
P.O. Box 104480
Jefferson City, Missouri
65110

PHONE (573) 751-4377
FAX (573) 522-6152

July 25, 2017

The Honorable John M. Torrence
Presiding Judge
Sixteenth Judicial Circuit
415 East 12th Street
Kansas City, MO 64106

Dear Judge Torrence:

On behalf of the Family Court Committee, I am pleased to announce the award of funding for the Juvenile Justice Program Assistance. The Sixteenth Judicial Circuit has been awarded \$20,000.00 for the Night Light program for FY18 under contract OSCA 18-003-08.

Funds are available to your court per the terms of the attached contract award. OSCA, Contracts Unit, requests the contract award be signed and returned to us for filing with the award documentation. Quarterly reports concerning the number of juveniles served and recidivism outcomes should be submitted with a final report being submitted at the end of the funding period. Additional information will be sent out soon.

When entering into contracts for this program, courts should determine if the individual is an employee of the state of Missouri, a member of the General Assembly a statewide elected official or county employee. If this is the case, the court must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. Your county purchasing policies and rules will apply to the contracting with individuals that fall into this category.

The county should consider language concerning liability as it relates to the contractor. For example OSCA uses the following in its contracts. "The contractor shall agree that neither the state of Missouri nor the county shall be responsible for any liability incurred by the contractor arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return and/or installation of equipment provided by the contractor, except as otherwise provided in the contract."

Additional language that OSCA uses in its contracts concerning liability is as follows. "The contractor shall understand and agree that the state of Missouri and the county cannot save and hold harmless and/or indemnify the contractor against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's

performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the state of Missouri, its agencies, its employees, its clients and the general public against any such loss, damage and/or expense related to his/her performance under the contract."

In light of these provisions, your budget narrative is being revised to state the court will contract for personnel services and electronic monitoring services.

The following OSCA staff members have been designated to assist you and your court staff with any additional information you may need related to this program. They may be reached as indicated below:

Jessica Kempker, Program Administration
jessica.kempker@courts.mo.gov – 573-522-3357
Shelly Peters, Fiscal Matters (invoicing/reimbursements)
shelly.peters@courts.mo.gov – 573-522-2751
Russell Rottmann, Contractual Matters
osca.contracts@courts.mo.gov – 573-522-6766

Congratulations on your award.

Sincerely,



Earl Kraus
Deputy State Courts Administrator

EK/rr

Enclosures:
Juvenile Justice Program Assistance Contract Award

2017 Juvenile Justice Program Assistance Proposal - OSCA 18-003
Night Light Program

NAME AND BRIEF DESCRIPTION OF PROPOSED PROGRAM

- **Name:** Night Light
- **Program Category:** Supervision
- **Submitted By:** 16th Circuit Court - Jackson County Family Court Services
- **Summary:** The Night Light Program is a collaborative effort between the Jackson County Family Court and the Jackson County Sheriff's Office. The program's goals are to help ensure community safety and to promote a drug-free lifestyle. The program is designed to monitor compliance with conditions of supervision for serious and potentially violent juvenile offenders who are either under pre-adjudication supervision, on probation, or re-entering the community from residential placement. The Night Light program serves primarily as a probation/re-entry service provider of supervision and coordinated services, and it is utilized as a graduated sanction to assist primary Juvenile Probation Officers in maintaining or stabilizing youth in the community. Evening and late-night operations occur between the hours of 9:00 PM and 2:00 AM. During this time, Night Light Juvenile Probation Officers (JPOs) are accompanied by uniformed Jackson County Sheriff's Deputies in marked law enforcement vehicles to conduct random home visits. Telephone checks are conducted as well to ensure that youth are complying with the conditions of their supervision. Urinalysis testing and school checks are conducted on a random basis. The overall length of the program is 30-60 days. When time permits, Night Light also attempts to locate youth who have active capias warrants due to absconding from court ordered placement.

GEOGRAPHICAL AREA & NEED FOR PROGRAM

Jackson County lies in west central Missouri, bordered on the north by the Missouri River and on the west by the state of Kansas. Kansas City, the largest city by population in Missouri, lies largely within Jackson County's boundaries. Independence (Missouri's fourth largest city), Lee's Summit (sixth largest city), and Blue Springs (eleventh largest city) all lie within Jackson County.

It has been researched and determined that court-involved youth have a higher probability to re-offend between the hours 9:00 PM and 2:00 AM for the following reasons:

1. Unaddressed substance abuse by youth and within family.
2. The inability to problem solve and handle conflict appropriately.
3. The lack of adult supervision.
4. Failure to be held accountable for their actions.
5. Lack of community support.

In 2016, 144 youth received Night Light services. Of the youth who were released from the program in 2016, 76% successfully completed the program, 97.6% did not receive new delinquent referrals during program participation, and 99.2% avoided reoffending during curfew

hours. During 2016, 85.1% of curfew checks did not result in a violation and 68.8% of drug tests administered by Night Light staff were negative for substance use.

TARGET POPULATION & SELECTION PROCESS

The Night Light Program serves juvenile clients placed on probation who are classified at medium or maximum level supervision. Pre-adjudicated clients and probation clients displaying increased risk factors at a lower level of supervision may also be referred to the program for supervision if needed. All youth completing Residential Care and Private Placement under Family Court jurisdiction are referred to the program for aftercare supervision.

SERVICE PROVIDERS

Elizabeth Orth, Program Manager, holds a B.A. in Psychology and M.A. in Counseling. Ms. Orth assumed management duties for the Night Light Program in October 2014. Ms. Orth has been a manager with the Jackson County Family Court for 8.5 years and has worked in the fields of Juvenile Justice and Social Services for 19 years.

Carolyn Meadows holds a B.S. in General Studies with a minor in Psychology and has been a Night Light Juvenile Probation Officer for 9 years. Ms. Meadows has been employed with the Jackson County Family Court for 35 years.

Terry Yancy holds a B.S. in Business Management and has been a Night Light Juvenile Probation Officer for 6.5 years. Mr. Yancy has been employed with the Jackson County Family Court for 8.5 years and has worked in the field of Juvenile Justice/Criminal Justice for 12.5 years.

NUMBER OF YOUTH SERVED

Approximately 100 youth will be served through this grant.

HOURS OF SERVICE

Night Light employs two full time staff who each work 40 hours a week to execute the program. Night Light partners with the Jackson County Sheriff's Office to provide two law enforcement officers for four hours a night, four to six days a week, to assist with in-home curfew checks between the hours of 9:00 PM - 2:00 AM, Monday – Saturday. This equals 112-128 service hours per week.

FIDELITY PLAN

The Night Light Program is currently operational within the 16th Circuit, as per implementation planning submitted for previous funding cycles. Renewed funding will allow for continued surveillance and monitoring to those youth assessed to be at risk of reoffending or probation revocation, but who do not require detainment in detention. All probation youth classified as medium or maximum level supervision are required to participate in the program, and other youth under Court supervision may also be referred to the program as needed. Program outputs and outcomes are monitored on a monthly basis.

- **Goals:**
 - Help ensure community safety
 - Promote drug-free lifestyle
- **Objectives:**
 - Program youth will remain at home during curfew hours while enrolled in Night Light.
 - Program youth will remain drug-free while enrolled in Night Light.
- **Outputs:**
 - All youth classified as medium or maximum supervision probation in Jackson County will be referred to the Night Light program.
 - Random phone and face-to-face checks will be conducted during curfew hours.
 - Night Light staff will administer UA drug tests.
 - Night Light staff will make school and parent contacts.
- **Outcomes:**
 - At least 90% of enrolled youth will not reoffend during program participation.
 - At least 80% of enrolled youth will successfully complete the program.
 - At least 85% youth compliance rate with curfew checks.
 - At least 80% of UAs administered will be negative for illegal substances

BUDGET

- **Contractual Services:** \$33,000 will pay two off duty law enforcement officers, each at a rate of \$33.00 per hour, for 4 hours each night that home visits are conducted. This is a total cost of \$264 per night. It will also pay \$250 monthly to the Sheriff's office for mileage.
- **Resource Materials:** \$0
- **Equipment:** \$0
- **Education:** \$0

Details to Justify Budget

- **Proposed number of juveniles served:** 75-100
- **Number of service hours to be provided:**
 - Night Light employs two full time staff who each work 40 hours a week to execute the program. Night Light partners with the Jackson County Sheriff's Office to provide two law enforcement officers for four hours a night, four to six days a week, to assist with in-home curfew checks. This equals 112-128 service hours per week.
- **Cost of proposed services per person/per hour and calculation of how costs have been determined:**
 - \$30,000 will pay two off duty law enforcement officers, each at a rate of \$33.00 per hour, for 4 hours each night that home visits are conducted. This is a total cost of \$264 per night.
 - \$3000 will pay \$250 monthly to the Sheriff's office for mileage.

COUNTY TO WHICH REIMBURSEMENTS SHALL BE MADE

Reimbursements should be made to:

Mr. Roy Fairchild, Budget and Fiscal Officer
Jackson County Family Court Services
625 E. 26th Street
Kansas City, Missouri 64108
Phone: 816-435-4751

Under Mr. Fairchild's supervision, reimbursements will be directly handled by:

Mr. Carl Bayless, Coordinator – Grant Revenue and Contracts
Jackson County Family Court Services
625 E. 26th Street
Kansas City, Missouri 64108
Phone: 816-435-4775
Fax: 816-435-4793

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing sections 4001., 4010., 4030., 4031., 4040., and Schedule I to chapter 40, Jackson County Code, 1984, relating to environmental health, and enacting, in lieu thereof, seven new sections and one new schedule relating to the same subject.

ORDINANCE NO. 5008, August 22, 2017

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Environmental Health Division of the Public Works Department has completed a thorough review of chapter 40 of the Jackson County Code, relating to food safety and environmental standards; and,

WHEREAS, staff now recommends several revisions to the code to include standards related to aquatic venues; 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 4001., 4010., 4030., 4031., and 4040., and Schedule I to chapter 40, Jackson County Code, 1984, are hereby repealed, and seven new sections and one new schedule enacted in lieu thereof, to be known as sections 4001., 4010., 4030., 4031., 4040., 4051., and 4052., and Schedule I, to read as follows:

4001. Application.

This chapter shall apply to all Food Establishments, Temporary Food Establishments, Food Processor/Warehouses, Farmers' Market Vendors, [and] Lodging Establishments, and Aquatic Venues in the unincorporated area of the County. Incorporated cities, towns, and villages may, by agreement, contract with the County to apply and enforce this chapter. The provisions of this chapter shall govern in the unincorporated County and its cities, towns, and villages under contract to the County.

DEFINITIONS

4010. Definitions.

As used in this chapter and in the Missouri Department of Health rules governing sanitation of food establishments, the following words and phrases shall have indicated meanings, unless the context clearly indicates otherwise. In the event of a discrepancy between a definition contained in the Missouri Department of Health rules and a definition contained in this section, the definition contained in this section shall prevail.

Aquatic Venue. Includes Swimming Pools, Wading Pools, Aquatic Play Features, Spray Grounds, Spas, Hot-Tubs, and Whirlpool Baths.

Category I Aquatic Venue. Includes Swimming Pools, Wading Pools, Spas, Hot-Tubs, Whirlpool Baths, and Aquatic Play Features owned and/or operated by a municipality, other political subdivision, or any other government agency, that are available for use by the general public.

Category II Aquatic Venue. Includes Swimming Pools, Wading Pools, Spas,

Hot-Tubs, Whirlpool Baths, and Aquatic Play Features operated by an entity such as a hotel, motel, rental apartment, athletic club, hospital, rehabilitation center, fraternal or social organization, retirement center, camp, school, home association (including, without limitation, a subdivision, town home, planned unit development, or condominium association), country club, day care center, health spa and any other similar facility not specifically included in Category I or Category II, that is offering use to members, patrons, residents, and guests of such establishment.

Category III Aquatic Venue. Includes Spray Grounds owned and/or operated by a municipality, political subdivision, any other government agency, hotel, motel, rental apartment, athletic club, hospital, rehabilitation center, fraternal or social organization, retirement center, camp, school, home association (including, without limitation, subdivision, town home, planned unit development, or condominium association), country club, day care center, health spa, and any other similar facility not specifically included in this listing, that is offering use to the general public, members, patrons, residents, and guests of such establishment.

Aquatic Play Feature. Any feature that provides patron play and recreational activity. Aquatic Play Feature includes, but is not limited to: water slides, lazy river rides, water course rides, water activity pools, interactive water features, water

fountains that permit bathing, and wave pools. A Spray Ground shall not be considered an Aquatic Play Feature.

Blood Incident. The spill of any human blood in an Aquatic Venue. In the event of a Blood Incident, a test shall be performed to determine if chlorine is at proper concentration to ensure safety. If the concentration is low, the venue shall remain empty until the concentration is corrected.

Catering Operation. The process of an individual or business with a restaurant-type food permit that conducts food service activities outside of the permitted establishment.

Commissary. A catering establishment, kitchen, or mobile food service base of operations, or any place in which food, containers, or supplies are kept, handled, prepared, packaged, or stored. A commissary must meet all requirements of this chapter.

Contamination Response Plan. A written procedure for handling contamination from formed-stool, diarrheal-stool, vomit, and/or contamination involving blood.

Deep Area. The area of an Aquatic Venue which has, or can have, a water depth of five (5) feet or more.

Department. The Jackson County Department of Public Works, Planning and Environmental Health Division.

Director. The Director of the Jackson County Department of Public Works or designated representative.

Farmers Market. A designated location used by local farmers and producers primarily for distribution and sale of locally produced agricultural products, or a limited amount of non-agricultural, locally produced products.

Fecal/Vomit Incident. There are two types of Fecal Incidents: formed stool and diarrhea. Diarrhea must be reported. A Vomit Incident occurs when the full contents of the stomach are emptied into the water. This does not include vomiting from swallowing too much water.

Food Establishment.

- a. An operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption such as a restaurant, satellite or central preparation facility, catered feeding location, catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people, market, vending (location) operation if the operation provides potentially hazardous foods, conveyance used to transport people; institution, or food bank; and that relinquishes possession

of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout orders, or delivery service that is provided by common carriers.

b. Food Establishment includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the Health Officer, satellite catered feeding location, a vending location or satellite feeding location unless the vending or feeding location is permitted by the Health Officer, and an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location, where consumption is on or off the premises.

c. Food Establishment does not include an establishment that offers only prepackaged foods that are not potentially hazardous, a produce stand that only offers whole, uncut fresh fruits and vegetables, a food processing plant, a kitchen in a private home if only food that is not potentially hazardous is prepared for sale or service at a function such as a religious or charitable organization's bake sale, if allowed by law, and if the consumer is informed by a clearly visible placard at the sales or service location that the food is prepared in a kitchen that is not subject to regulation and inspection by the Health Officer, an area where food that is prepared as specified in subparagraph (c) (iv) of this definition is sold or offered for human

consumption, a kitchen in a private home, such as a small family daycare provider or a bed-and-breakfast operation that prepares and offers food to guests, if the home is owner-occupied, the number of available guest bedrooms does not exceed four (4), breakfast is the only meal offered, the number of guests served does not exceed 12, and the consumer is informed by statements contained in published advertisements, mailed brochures, and placards posted at the registration area that the food is prepared in a kitchen that is not regulated and inspected by the Health Authority, or a private home that receives catered or home-delivered food.

Food Processor/Warehouse. A commercial operation, such as a food manufacturer, warehouse, processor, or distribution center, that manufactures, packages, labels, or stores food for human consumption and does not provide food directly to the consumer.

Health Officer. The Director of the Jackson County Department of Public Works or designated representative.

Licensed Aquatic Venue Operator. A person who has been formally trained in aquatic operations and safety and has received a license from that training. Licensing can be achieved by receiving certification from Certified Pool Operator, Aquatic Facility Operator, Association of Pool and Spa Professionals, or other courses with the Health Officer's approval, in aquatic operations and safety. The

license must be renewed upon expiration.

Lifeline. A continuous line of rope attached to opposite sides of an Aquatic Venue that divides shallow from deep water and serves as a barrier to prevent non-swimmers from venturing into deep water. The line of rope shall not be less than ¼ inch in diameter, supported by brightly colored buoys, not less than 12 inches apart and tight enough to support the weight of an adult.

Lodging Establishment. Any building, group of buildings, structure, facility, place, or places of business where five (5) or more guest rooms are provided, which is owned, maintained, or operated by any person and which is kept, used, maintained, advertised, or held out to the public for hire, which can be construed to be a hotel, motel, motor hotel, apartment hotel, tourist court, resort, cabins, tourist home, bunkhouse, dormitory, or other similar place by whatever name called, and includes all such accommodations operated for hire as lodging establishments for either transient guests, permanent guests, or for both transient and permanent guests. This definition shall not apply to dormitories and other living or sleeping facilities owned or maintained by public or private schools, colleges, universities, or churches unless made available to the general public and not used exclusively for students and faculty, school sponsored events, baseball camps, conferences, dance camps, equitation camps, football camps, learned professional society meetings, music camps, retreats, seminars, soccer camps, swimming camps, track camps, youth leadership conferences, or church-sponsored events.

Mobile Food Unit. A vehicle-mounted food service establishment, designed to be readily movable, that returns to a commissary daily for clean-up and service.

Non-Profit Organization Food Establishment. A Food Establishment operated by a non-profit organization. A non-profit organization shall submit proof of 501(c) exemption form or other tax-exempt letter with its application.

Non-Profit Organization Temporary Food Establishment. A Food Establishment operated by a non-profit organization for a period of no more than fourteen (14) consecutive days in conjunction with a single event or celebration. A non-profit organization shall submit proof of 501(c) exemption form or other tax-exempt letter with its application.

Person. Any individual, firm, partnership, association, corporation, company, municipality, political subdivision, governmental agency, lab, organization or other entity owning or operating an establishment required by this chapter.

Potentially Hazardous Food. Foods that require time and temperature controls to remain safe for human consumption.

Pushcart. A non-self-propelled vehicle limited to serving non-potentially hazardous foods or commissary-wrapped food maintained at proper temperatures, or limited to

the preparation and serving of frankfurters.

Seasonal Food Establishment. Any Food Establishment which operates for a period in excess of fourteen (14) days but not longer than six (6) months.

Shallow Area. The area of an Aquatic Venue which has, or can have, a water depth of less than five (5) feet.

Soft Serve Frozen Dessert Machine. Any machine that dispenses any type of mix or ice cream mix, whipped cream mix, ice cream, milk sherbet, ice milk, fruit ice, or ice sherbet, frozen custard, frozen dietary food, diabetic or dietetic ice cream, diabetic or dietetic ice milk, ice milk mix, frozen malted milk, novelty, or other similar product designated as a frozen dessert by the Health Officer, but only if operated in connection with a Food Establishment, Temporary Food Establishment, or Seasonal Food Establishment.

Spa, Hot-tub, or Whirlpool Bath. A pool designed for relaxation, recreational, or therapeutic use where the user is sitting, reclining, or at rest and the pool is not drained, cleaned, or refilled for each user. A Spa may include, but is not limited to features such as, hydrojet circulation, hot water, cold water, mineral baths, or air induction bubbles, or any combination thereof.

Spray Feature. A device that creates a spray of water. This includes, but is not limited, to fountains and waterfalls.

Spray Ground. A structure designed to allow for recreational activities with recirculated, filtered, and/or treated water, but having minimal collective water. Water from the interactive fountain-type feature is collected by gravity below grade in a collector tank or sump. The water is filtered, disinfected, and then pumped to the feature spray discharge heads.

Swimming Pool. Any artificial basin of water which has been wholly designed, modified, improved, constructed or installed for the purposes of swimming, diving, recreational activity, rehabilitation, and/or therapeutic exercising, and shall include any and all accessory equipment.

Temporary Food Establishment. Any Food Establishment which operates for a period of no more than fourteen (14) consecutive days in conjunction with a single event or celebration. Temporary food service may be in conjunction with a fair, carnival, circus, public exhibition, or similar gathering.

Transition Point. The area of the floor of an Aquatic Venue where an abrupt change in slope occurs between the shallow and deep areas of the Aquatic Venue.

Vending Machine. Any self-service device that, upon insertion of a coin, paper currency, token, card, or key, or by optional manual operation, dispenses unit servings of food in bulk or in packages without the necessity of replenishing the device between each vending operation.

Wading Pool. Any artificial pool of water less than or equal to 24 inches deep and intended for wading purposes.

4030. Permit Required.

No person, firm, partnership, or corporation shall operate a Food Establishment, Temporary Food Establishment, Non-Profit Organization Temporary Food Establishment, Seasonal Food Establishment, Soft Serve Frozen Dessert Machine, Mobile Food Unit, Pushcart, Lodging Establishment, Food Processor/Warehouse, Farmers' Market Stall, [or] Catering Operation, or Aquatic Venue without the appropriate permit issued by the Health Officer.

4030.1 Farmers' Market Vendor Stall Permit. Issued to and required of any vendor at a farmers' market that will offer samples of produce, or that will sell pre-packaged, potentially hazardous foods such as inspected frozen meats or eggs. This does not include concession-type sales for immediate consumption (no cooking or food preparation, except for sampling).

4030.2 Catering Operation Permit. Issued to a permitted restaurant-type establishment that may apply for a catering permit issued by the Health Officer to

conduct food service activities outside of the permitted establishment. A Catering Operation permit will be issued to any establishment that has demonstrated proper food safety knowledge relating to food preparation and transportation techniques. The Health Officer reserves the right to deny a Catering Operation permit, and/or revoke any previously issued permit, to any establishment that has not demonstrated the ability to safely conduct food service operations off-site.

4030.3 Lodging Establishments. Any Lodging Establishment shall be constructed and operated in a safe and sanitary manner, and in accordance with this chapter and any other applicable local code and the State of Missouri's laws and regulations for Lodging Establishments.

a. Compliance Procedures. Prior to approval of an application for a permit, the Health Officer shall inspect the proposed Lodging Establishment to determine compliance with the requirements of this chapter. The Health Officer shall issue a permit to the applicant if the inspection reveals that the proposed Lodging Establishment complies with the requirements of this chapter.

b. Inspection, Annual. An inspection of a Lodging Establishment shall be performed at least once every year. Additional inspections of a lodging establishment shall be performed as often as necessary for the enforcement of this chapter.

c. Inspection, Other. The Health Officer or designee, after proper identification, is authorized to enter any Lodging Establishment at any reasonable time for the purpose of making inspections to determine compliance with this chapter.

4030.4 Lodging Establishment Fee Exemption. Shelters set up for disaster situations shall be exempt from permitting fees. Shelters remaining open longer than 48 hours will be inspected using guidelines from Center for Disease Control (CDC). Recommendations will be given at the time of the inspection to run the shelter more effectively.

4030.[4]5 Vending Machine Permit. A vending machine permit shall be required for each individual vending machine that holds Potentially Hazardous Food.

4031. Permit Application.

Any person, firm, partnership, or corporation desiring to operate a Food Establishment, Temporary Food Establishment, Non-Profit Organization Temporary Food Establishment, Seasonal Food Establishment, Soft Serve Frozen Dessert Machine, Mobile Food Unit, Pushcart, Lodging Establishment, Food Processor/Warehouse, Farmers' Market Vendor Stall, [or] Catering Operation, or Aquatic Venue shall make written application for a permit.

4031.1 Forms and Fees.

All applications for permits shall be made on forms provided by the Health Officer, and shall be accompanied by the appropriate fee as set out on Schedule 1 to this

chapter.

a. Parcel Number. For a new applicant to obtain a permit, the establishment must first obtain a business personal property parcel number from the Jackson County Assessment Department.

b. Liquor License and Business Personal Property Tax. For any permitted establishment to renew its annual permit, the establishment must also submit a copy of its Jackson County liquor license (if applicable) and a copy of the previous year's paid business personal property tax receipt (if in business on January 1st).

4031.2 Temporary Food Establishment.

Applications for a Temporary Food Establishment permit shall include the dates of the proposed operation.

4031.3 Non-Profit Organizations, Temporary Events.

Applications for a non-profit organization's temporary food establishment permit shall include the dates and location of the proposed events. A non-profit organization shall submit proof of 501(c)3 exemption form or other tax-exempt letter with the application.

4031.4 Authorized Events by County Employees in County Facilities.

Applications for permits for fundraising events by County or Circuit Court employees within County facilities that are open to the public and that have been authorized by

the County shall include the dates and locations of the authorized events.

4031.5 Authorized Events Conducted by County Employees in County Facilities Fee, Waiver. No fee shall be charged for any approved one-day fundraising event that is sponsored by the County or Circuit Court within County facilities and open to the public for a nonprofit/charitable cause.

4031.6 Public Agencies. Whenever a public agency with taxing authority is the applicant for a permit, any fee authorized by this chapter may be reduced or abated by the Health Officer for the purpose of conserving public tax resources.

4040. Inspection and Form.

4040.1 Food Establishment.

The frequency of inspection of a Food Establishment is to be determined by the Health Officer based on a Food Establishment public health priority assessment worksheet. The Health Officer shall determine if a Food Establishment is a high, medium, or low priority. A high priority establishment shall be inspected 3 to 4 times per year; a medium priority establishment shall be inspected 2 to 3 times per year; and a low priority establishment shall be inspected 2 times per year. The Health Officer shall utilize a Food Establishment inspection report similar to that of the Missouri Division of Health Food Establishment Inspection Report E6.37 during the inspection. An annual fee shall be charged for each Food Establishment requiring an inspection, as set out in Schedule I. Any Food Establishment that engages in

both food service and retail business in the same location is subject to fees based on low, medium, or high priority classification as defined in the Missouri Department of Health Rules.

4040.2 Aquatic Venue.

Each indoor Aquatic Venue facility will receive a minimum of three (3) inspections per year. Each outdoor Aquatic Venue facility will receive a minimum of two (2) inspections per year. An annual fee shall be charged for each Aquatic Venue requiring an inspection, as set out in Schedule I.

4040.~~[1]~~³ Posting of Inspection.

Each inspection report issued under this chapter shall be posted with the permit in a conspicuous place in the permitted establishment.

4040.~~[2]~~⁴ Additional Inspections.

The Health Officer may also make such additional inspections and re-inspections as are reasonably necessary for the enforcement of this chapter.

4051. Aquatic Venue Regulations.

Aquatic Venues shall be licensed and inspected pursuant to this section.

4051.1 Operating Permit.

a. No Person shall operate any Aquatic Venue unless the facility holds a

valid operating permit from the Health Officer for each Aquatic Venue being operated.

b. All applicants for an operating permit of an Aquatic Venue shall provide proof of the Licensed Aquatic Venue Operator who will supervise that facility.

c. Each operating permit shall be issued for one year from the date of issuance.

d. No operating permit shall be transferable.

e. Each operating permit shall be conspicuously posted at the permitted facility.

4051.2 Plans and Specifications.

a. No Person shall begin construction, installation or structural renovation of any Aquatic Venue without first having submitted plans to the Health Officer for review.

b. Plans shall include the following:

i. Illustrations showing the Aquatic Venue, bathhouse, and equipment room;

ii. Specifications and layout of all treatment equipment;

iii. Piping schematic;

iv. Layout of chemical storage room;

v. Specifications for the water supply and wastewater disposal systems; and

vi. Certification by a professional engineer, architect, or other professional.

c. No permit for operation of an Aquatic Venue shall be issued until an inspection of the completed Aquatic Venue is made by the Health Officer and compliance with the requirements of this chapter is satisfied.

d. Existing Aquatic Venues constructed prior to the effective date of this section may continue in use so long as equipment, water quality, safety, supervision, operation, and maintenance can comply with this chapter.

4051.3 Variances

a. A variance from a requirement of this chapter may be considered and granted by the Health Officer if the variance does not jeopardize public health or safety.

b. Any request for variance must be submitted in writing to the Health Officer.

4051.4 Shower Rooms, Showers, Toilets, and Lavatories

- a. Shower facilities are required for all Category I Aquatic Venues. Showers shall be supplied with hot and cold running water from an approved source.
- b. The number of showers, toilets, drinking fountains, and lavatories shall comply with applicable building permit requirements.
- c. At all Aquatic Venues, if shower rooms are provided, they shall be maintained in good repair, in a clean condition at all times, with sanitary supplies provided, and free from dirt, standing water, mold, and/or algae.
- d. If towels are furnished, they shall be thoroughly washed with detergent and water, rinsed, dried, and stored in a clean place.

4051.5 Licensed Aquatic Venue Operators

- a. Licensing shall be achieved by successfully completing a Health Officer approved course, examination, and payment of any applicable fees. Any license shall be valid for not more than five (5) years from the date of issuance.
- b. Any license may be suspended or revoked by the Health Officer if:

- i. The Aquatic Venue that the Licensed Aquatic Venue Operator is supervising is closed by the Health Officer two or more times within a 365-day period; or
- ii. The Licensed Aquatic Venue Operator is not readily available, reachable by phone generally within 30 minutes, at the time of Health Officer's inspection.

4051.6 Supervision.

- a. Each Aquatic Venue shall be under the supervision of a Licensed Aquatic Venue Operator who shall be responsible for compliance with this chapter. The Licensed Aquatic Venue Operator is not required to be present on site at all times, but shall be readily available during all times the facility is open. The Licensed Aquatic Venue Operator's contact information must be posted in a conspicuous place at the permitted facility. The Licensed Aquatic Venue Operator shall have his/her license readily accessible at the time of inspection. If an Aquatic Venue has a history of violations, the Health Officer may require the Licensed Aquatic Venue Operator be present on site during all times the Aquatic Venue is open.
- b. Each Category I Aquatic Venue must provide qualified lifeguards. When qualified lifeguards are used the staffing plan shall include diagrammed zones of patron surveillance for each Aquatic Venue such that:

- i. A qualified lifeguard is capable of viewing the entire area of the assigned zone of patron surveillance;
- ii. A qualified lifeguard is able to reach the furthest extent of the assigned zone of patron surveillance within 20 seconds;
- iii. The diagram shall identify whether each qualified lifeguard is in an elevated stand, walking, in-water, and/or other approved position;
- iv. The diagram shall identifying any additional responsibilities for each zone; and
- v. All areas of each aquatic venue are assigned a zone of patron surveillance.

c. Each Category II Aquatic Venues is recommended to have lifeguard services but it is not required. If no lifeguard is present, a proper "WARNING – NO LIFEGUARD ON DUTY" signage shall be placed throughout the pool.

d. The minimum qualifications for a lifeguard shall be satisfactory completion and current certification from a nationally recognized lifeguard training program. Each lifeguard shall have current CPR and First Aid certification.

e. All lifeguards shall wear distinguishing swimsuits or emblems while on duty.

f. Each Category I and Category II Aquatic Venue that has a water surface area in excess of 2,000 square feet and a depth of six feet shall provide at least one elevated lifeguard chair or platform. One (1) additional elevated lifeguard chair or platform shall be provided for each additional 2,000 square feet of water surface area and a depth of six feet.

g. Each Category II Aquatic Venue where lifeguard service is not required or continuously provided, shall display a warning sign stating "WARNING – NO LIFEGUARD ON DUTY" in letters at least four (4) inches high that shall be conspicuously placed at the entrance to the venue.

h. Each Category I and II Aquatic Venue shall have "Pool/ Spa Rules" posted in a conspicuous place, which rules shall include, but not be limited to, the following:

i. No person with open cuts, sores, lesions, infections, obvious communicable disease, or diarrhea shall use the Swimming Pool;

ii. Animals are not allowed in or around the Swimming Pool, except that service animals as defined by the Americans with Disabilities Act must be allowed on pool decks and any other places the public is allowed. Service animals are not allowed in the water, on diving boards, on water slides, on floatation rafts, etc;

iii. Glass containers are not allowed in or around the Swimming Pool;

iv. Children who are not toilet trained shall wear tight fitting plastic

underwear or swim diapers that will prevent leakage;

v. No diving (at Swimming Pools without an approved diving well configuration);

vi. Children, as defined by the Aquatic Venue, shall be accompanied by an adult; and

vii. The following only apply to Spas, Hot-Tubs and Whirlpool Baths:

(1) Due to high temperature and humidity the spa can be dangerous to your health, so consult your physician before use;

(2) Observe reasonable time limits (no longer than 15 minutes), then leave the water and cool down before returning.

i. Each Category III Aquatic Venue shall display "Spray Ground Rules" posted in a conspicuous place, which rules shall include, but not limited to the following:

i. No person with open cuts, sores, lesions, infections, obvious communicable disease, or diarrhea shall use the Spray Ground;

ii. Animals are not allowed in or around the Spray Ground;

iii. Glass containers are not allowed in or around the Spray Ground;

iv. Children who are not toilet trained shall wear tight fitting plastic underwear or swim diapers that will prevent leakage;

v. Spray features use recirculated water, DO NOT DRINK THE WATER; and

vi. Children shall be accompanied by an adult.

- j. Each Category I and Category II Aquatic Venue shall post its maximum design patron load and shall not permit more patrons than indicated.

Patron load shall be calculated as follows:

(1) One (1) person per 20 square feet of water surface area for Swimming Pools and Aquatic Play Features;

(2) One (1) person per 10 square feet of water surface area for Spas, Hot-Tubs, and Whirlpool Baths.

4051.7 Safety Requirements.

- a. The following shall be provided at each Category I and Category II Aquatic Venue:

i. A life pole or shepherd's crook 12-feet long or a reach beyond half the distance of the width of the pool;

ii. A ring buoy, Coast Guard approved or equivalent, fitted with a 1/4 inch-diameter line attached with a length of 1.5 times the maximum width of the Swimming Pool or 50 feet, whichever is less;

iii. A blanket; and

iv. A first aid kit with the following minimum supplies:

(1) Triangular bandages;

(2) One roll 1-inch tape;

(3) Plain gauze pads, 3" X 3" and 4" X 4";

(4) One roll 2-inch gauze bandage;

(5) One tube or bottle of antiseptic;

(6) First Aid Book;

(7) Scissors; and

(8) Assorted band-aids.

b. All lifesaving equipment shall be mounted in a conspicuous place, readily accessible, and in a condition ready for use, except that the blanket and first aid kit may be kept in a designated place approved by the Health Officer.

c. Each Category I and II Aquatic Venue shall have a readily accessible emergency telephone or other means of emergency communication that is operational and only for emergency use. Directions for use of the emergency telephone shall be clearly posted. Emergency phone numbers along with the venue's address must be prominently posted.

d. All chemicals used in an Aquatic Venue's maintenance shall be stored under conditions where they are only accessible to authorized persons, in a dry, well-ventilated storage room according to manufacturers' instructions.
The following additional requirements shall be observed:

i. Chemicals shall be stored in their original containers, tightly closed.
All chemical containers, drums, boxes, and bags shall be stored at least 6 inches off the floor or in a manor to eliminate contact with

standing water. Overhead storage of chemicals is prohibited;

ii. Incompatible chemicals shall be stored away from each other in specifically identified locations in the chemical storage room;

iii. "No Smoking" signs shall be posted in the chemical storage room;
and

iv. Swimming pool chemicals and test kit reagents shall be stored out of direct sunlight.

e. In each Category I and Category II Aquatic Venue the depth of the water shall be plainly marked at or above the water surface on the vertical wall of the Aquatic Venue, and on the edge of the deck next to the Aquatic Venue. Where depth markers cannot be placed on the vertical walls above the water level, other means shall be used so that markings shall be plainly visible to persons in the Aquatic Venue. Markers shall be at least 4-inch high numbers and of a color contrasting with the background. Depth markers shall be:

i. located at the points of maximum and minimum depths;

ii. On both sides and both ends of the Aquatic Venue;

iii. Spaced so that the distance between adjacent markers is not greater than 25 feet when measured peripherally; and

iv. At appropriate points as to denote water depth in diving areas, if the Swimming Pool is designed for diving (Swimming Pools without an approved diving well configuration shall also have "NO DIVING" included in the posted pool rules).

f. The point of transition in the slope between the deep and the shallow areas shall be identified by a buoyed lifeline that separates the deep area from the shallow area and is located 2-feet toward the shallow end from the point of transition or by a line of contrasting color on the floor and walls of the pool, present at the point of transition.

g. If night swimming is permitted, deck and underwater lighting shall be provided to illuminate all underwater areas so that water clarity requirements will be maintained.

h. Electrical equipment and wiring in or adjacent to any Aquatic Venue shall meet the requirements of the National Electric Code (NEC 70), Article 680 and any additional local requirements.

i. Steps, ladders, stairs, or ramps shall be provided at the shallow and deep ends of the Aquatic Venue. If the Aquatic Venue is over 30 feet wide steps, ladders, stairs, or ramps shall be installed on each side. Ramps shall not exceed a slope of 1:12. Handrails shall be provided for use with all ladders, steps, and stairs. Handrails shall be maintained in sound working condition.

j. All steps, ramps, and diving boards are to be of non-slip construction or be covered with non-slip materials.

k. An Aquatic Venue shall be immediately closed and the swimmers removed from the water when any of the following occurs. Closure resulting from an inspection will require a re-inspection before the Aquatic Venue begins operating again.

i. Failure to meet required disinfectant concentrations;

ii. Failure to meet water clarity requirements;

iii. The grate on the main drain is missing or broken;

iv. Failure to meet lifeguard requirements;

v. A recirculation or filter pump is non-operational;

vi. The water temperature exceeds 104° Fahrenheit;

vii. A Fecal or Vomit Incident (documentation of the incident and measures taken must be documented and submitted to the health officer.);

viii. The presence of an electrical storm at an outdoor venue; or

ix. Readily accessible emergency telephone/communications device is inoperable.

l. Each Aquatic Venue shall be in compliance with all current and any future state and federal regulations. This includes but not limited to the Virginia Graeme Baker Pool and Spa Safety Act and the Americans with Disabilities Act (ADA).

m. A Licensed Aquatic Venue operator shall notify the Health Officer as soon as possible in the event of a drowning that result in a death or Fecal/Vomit Incident. Each Aquatic Venue shall have and follow an approved Contamination Response Plan for dealing with Fecal, Blood, and Vomit contamination. The Aquatic Venue shall document each Fecal, Blood, and Vomit Incident. Documentation of Fecal, Blood, and Vomit Incidents shall be retained for at least one (1) year after the incident.

n. The water supply for each Aquatic Venue shall be from a water source approved by the Health Officer. No piping arrangements shall exist which, under any conditions, will permit sewage or waste water to enter the Aquatic Venue's water system or permit water from an Aquatic Venue to enter the make-up water supply.

o. Because of serious safety considerations, the use of gas chlorine is not recommended and may not be approved. When used, the operation must be in compliance with all state and federal safety requirements.

4051.8 Water Quality of Swimming Pools.

a. The water shall have sufficient clarity at all times so that either a black disc six (6) inches in diameter is readily visible in the deepest portion of the Swimming Pool or the bottom drain at the deepest point is clearly visible.

b. The water shall be free of all scum and floating matter on the surface and dirt and other material on the floor of the Swimming Pool.

c. Disinfection shall be provided by mechanical feeders. The water in all parts of the Swimming Pool shall have a minimum free available chlorine (FAC) content of at least 1.0 ppm, but FAC shall not exceed 10.0 ppm.

- i. Bromine used as a disinfectant shall be maintained at a residual level of not less than 2.0 ppm but shall not exceed 10.0 ppm; and
- ii. Other disinfecting materials or methods must be approved by the Health Officer.

d. If cyanuric acid or chlorinated isocyanurates are used, the concentration of cyanuric acid in the water should be at least 30 ppm to 50 ppm and shall not exceed 1000 ppm and the free available chlorine (FAC) shall be at least 2.0 ppm.

e. The water shall be maintained at a pH of not less than 7.2 and not over 7.8.

f. The total alkalinity shall be maintained within the range of 60 ppm to 180 ppm.

g. No harsh or irritating chemical in concentrated form shall be added

manually and directly to the water of any Swimming Pool while any person is present in the water. When chemicals are added, use of the Swimming Pool shall cease until such time as the chemical is completely dissolved and is thoroughly diffused throughout the Swimming Pool water.

h. The water in a Swimming Pool shall be continuously recirculated. The circulation system for Swimming Pools shall achieve a turnover rate of six (6) hours or less. The circulation system for any Wading Pool shall achieve a turnover rate of two (2) hours or less. Each Category I and Category II Swimming/Wading Pool shall have a flow meter installed that is capable of measuring from $\frac{1}{2}$ to at least 1-1/2 times the designed flow of the circulation system.

4051.9 Spas, Hot-Tubs, and Whirlpool Baths.

a. Maximum water depth shall be four (4) feet measured from the water line. The maximum depth of any seat or sitting bench shall be two (2) feet measured from the water line.

b. The water shall be clear at all times, and free of scum and floating matter on the surface and dirt and other material on the floor.

c. Water temperature controls shall be provided to prevent the water temperature from exceeding 104° F.

d. A thermometer shall be available to monitor water temperature.

e. Each Spa, Hot-Tub, or Whirlpool Bath shall be equipped with a 15-minute timer controlling the hydrotherapy jets and blower operation.

f. Each Spa, Hot-Tub, or Whirlpool Bath shall be equipped with an emergency shut-off switch to stop all circulation. The shut-off switch shall be visible from the Spa, Hot-Tub, or Whirlpool Bath.

g. Spray features are prohibited in any Spa, Hot-Tub, or Whirlpool Bath.

h. Disinfection shall be provided by mechanical feeders and water shall have a minimum free available chlorine (FAC) content of 3 ppm but FAC shall not exceed 10 ppm, with a maximum combined chlorine level of 0.5 ppm. For bromine disinfection the minimum total bromine level shall be 4.0 ppm but shall not exceed 10 ppm.

i. Other disinfecting materials or methods must be approved by the Health Officer;

ii. Water shall be maintained at a pH of not less than 7.2 and not over 7.8;

iii. Total alkalinity shall be maintained within the range of 60 to 180 ppm; and

iv. The calcium hardness shall be maintained within the range of 150

to 250 ppm but not exceed 1000 ppm.

i. Water in a Spa, Hot-Tub, or Whirlpool Bath shall be continuously recirculated. The circulation system for any Spa, Hot-Tub, or Whirlpool Bath shall achieve a turnover rate of 30 minutes or less. Each Category I or Category II Spa, Hot-Tub, or Whirlpool Bath shall have a flow meter installed that is capable of measuring from ½ to at least 1-1/2 times the designed flow of the circulation system.

j. Each Spa, Hot-Tub, or Whirlpool Bath shall have posted in a conspicuous place the "Spa Rules" for the facility.

k. Each Spa, Hot-Tub, or Whirlpool Bath not drained weekly shall superchlorinate its water and filtering system to a level of 10 ppm at least once a week.

l. Each Spa, Hot-Tub, or Whirlpool Bath shall be drained and refilled as needed to maintain proper water quality.

m. No harsh or irritating chemical in concentrated form shall be added manually and directly to the water of any Spa, Hot-Tub, or Whirlpool Bath while any person is present in the water. When chemicals are added, use of the Spa, Hot-Tub, or Whirlpool Bath shall cease until such time as the

chemical is completely dissolved and is thoroughly diffused throughout the Spa, Hot-Tub, or Whirlpool Bath water.

n. Any Spa, Hot-Tub, or Whirlpool Bath shall be closed immediately and the patrons removed from the water when any of the following health or safety hazards exist. Closure resulting from an inspection will require a re-inspection before the Aquatic Venue begins operating again.

i. Failure to meet required disinfectant concentrations;

ii. Failure to meet water clarity requirements;

iii. The grate on the main drain is missing or broken;

iv. Failure to meet lifeguard requirements;

v. A recirculation or filter pump is non-operational;

vi. The spa water temperature exceeds 104° Fahrenheit;

vii. A Fecal, Blood or Vomit Incident;

viii. The presence of an electrical storm at an outdoor venue; or

ix. The readily accessible emergency telephone/communications device is inoperable.

4051.10 Spray Grounds.

a. Disinfection shall be provided by mechanical feeders and water shall have a minimum free available chlorine (FAC) content of 2 ppm, but FAC shall not exceed 10 ppm.

i. Other disinfecting materials or methods must be approved by the

Health Officer;

ii. The water shall be maintained at a pH of not less than 7.2 and not over 7.8; and

iv. The total alkalinity shall be maintained within the range of 60 to 180 ppm.

b. Each Spray Ground shall have posted in a conspicuous place the "Spray Ground Rules" for the facility.

c. The water in a Spray Ground shall be continuously circulated, filtered and disinfected.

d. The spray pad shall be adequately cleaned and flushed daily.

e. Each Spray Ground shall be closed immediately and the patrons removed from the Spray Ground when any health or safety hazard exists, such as:

i. Failure to meet required disinfectant concentrations;

ii. The grate on the main drain is missing or broken;

iii. A reported fecal, blood or vomit accident;

iv. The presence of an electrical storm; (A sign may be posted warning of danger during electrical storms in unattended areas); or

v. Readily accessible emergency telephone/communications device is inoperable.

f. Each Spray Ground shall be fenced to prevent access by animals.

4051.11 Air Circulation for Indoor Aquatic Venues.

Each indoor Aquatic Venue constructed after the effective date of this section shall meet the ventilation standards established by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE).

4051.12 Pool and Spa Heaters.

All heaters shall be installed per the American National Standards Institute guidelines: ANSI Standard 2223.1 and comply with all applicable local codes.

4051.13 Operating Records.

a. Each Category I, II, or III Aquatic Venue shall maintain records showing:

i. Disinfectant residuals testing a minimum of two times daily or as often as needed to maintain the water quality as indicated in this section;

ii. pH reading testing a minimum of two times daily or as often as needed to maintain the water quality as indicated in the section;

iii. Chemicals used during the operation period;

iv. Cyanuric acid level testing at least once a week;

v. Alkalinity testing at least once a week; and

vi. All Fecal, Blood, and Vomit Incidents.

b. Additional records required for each Spa, Hot-Tub, and Whirlpool Bath are:

- i. Dates of superchlorination;
- ii. Temperature reading testing a minimum of every 3 hours of operation;
- iii. Calcium Hardness testing at least once a week; and
- iv. Dates of drain and refill.

c. All records shall be retained for at least one (1) year from date of test.

4051.14 Testing Equipment.

a. The following test equipment shall be maintained at each Swimming Pool, Wading Pool, Spa, Hot-Tub, or Whirlpool Bath:

- i. A DPD chlorine tester or bromide tester, capable of measuring residuals in the range of 0 to 10.0 ppm. When chlorine is used, the test equipment shall be capable of measuring both free available chlorine and total combined chlorine;
- ii. A pH tester capable of measuring pH between 6.8 and 8.2;
- iii. An alkalinity tester capable of measuring the range of 50 to 200 ppm;
- iv. A cyanuric acid test kit (where applicable); and
- v. A calcium hardness tester capable of measuring the range of 150 to 500 ppm. (required for each Spa, Hot-Tub, or Whirlpool Bath,

recommended for all Aquatic Venues)

4051.15 Fences/Enclosures/Safety Covers.

a. Each Category I, II, or III Aquatic Venue shall be protected by a fence, wall, building, or other enclosure, or any combination thereof which completely encloses the Aquatic Venue area such that all the following conditions are met:

i. Constructed so as to afford no external handholds or footholds;

ii. Constructed of durable materials;

iii. A four (4) foot minimum height is provided entirely around the Aquatic Venue;

iv. The horizontal space between vertical members of the enclosure shall not exceed four (4) inches;

v. The height of any opening under the bottom of the enclosure shall not exceed two (2) inches; and

vi. Where no lifeguards are present, all gates and doors shall be equipped with self-closing and positive self-latching closure mechanisms which shall be located as high as possible and comply with the Americans with Disabilities Act (ADA) requirements.

b. If a safety cover is used it must meet ASTM standard F1346-91 Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas, and Hot Tubs.

4051.16 Wastewater Disposal.

All wastewater from any Category I, II, or III Aquatic Venue shall be disposed of in a manner which will not create a nuisance and is in accordance with applicable local regulations.

4051.17 General Maintenance.

Each Category I, II, or III Aquatic Venue must be maintained in such a way as not to create a nuisance or public health risk.

4051.18 Inspections

a. The Health Officer shall conduct such inspections as often as deemed necessary to ensure compliance with all the provisions of this chapter and he/she shall have right of entry at any reasonable time to the Aquatic Venue, its records, and accompanying facilities.

b. Upon investigation or inspection of an Aquatic Venue, the Health Officer determines that conditions exist that warrant the closing of the facility, the Health Officer shall issue a written closing order to the owner or operator of the Aquatic Venue, noting the violations. A "notice of closure" sign shall be conspicuously placed at the entrance to the facility. It shall be unlawful for any Person to remove a "notice of closure" sign unless authorized to do so by the Health Officer. The owner or operator, thereafter, shall be responsible

for prohibiting any Person from using the facility until the violations have been abated. If the Health Officer notes violations, which do not warrant closing the facility, a written notice shall be provided to the owner or operator with reasonable times for compliance. If the noted violations are not abated within the time set forth in the notice, the facility shall then be automatically closed unless the Health Officer, upon good cause, extends the time for compliance.

c. The following violations shall warrant immediate closure by the Health Officer. Closure resulting from an inspection will require a re-inspection before the Aquatic Venue begins operations again.

- i. Any hazardous condition that may create an immediate danger to life, health, or safety;
- ii. Failure of the Aquatic Venue's equipment or structure that may jeopardize the health or safety of the persons using or operating it;
- iii. Failure to meet required disinfectant concentrations;
- iv. Failure to meet water clarity requirements;
- v. The grate on the main drain is missing or broken;
- vi. Failure to meet lifeguard requirements;
- vii. A Spa's water temperature exceeds 104° Fahrenheit;
- viii. Readily accessible emergency telephone/communications device is inoperable;
- ix. Failure to have all entrances equipped with self-closing and self-

latching door/gate;

x. Lack of required safety equipment;

xi. Failure to meet the Licensed Aquatic Venue Operator requirement;

xii. Repeat violations from previous inspection(s); or

xiii. If an Aquatic Venue has been linked to a recreational water illness outbreak confirmed by a licensed physician.

d. The Health Officer shall conduct a follow-up inspection to insure all violations from the initial investigation(s)/inspection(s) have been abated.

Fees shall apply for all follow-up inspections.

e. If violation(s) are corrected at the time of the initial investigation/inspection a follow-up inspection will not be required.

f. Closing orders shall be repealed once all violations that warranted the closing order have been abated and inspected by the Health Officer.

4052. More Restrictive Provision Shall Govern.

In the case of a conflict between any provision of this chapter and a provision of any other rule, regulation, and statute or law, whether federal, state, or local, the more restrictive provision shall govern.

405[1]3. Penalty Provision.

Any person, firm, partnership, or corporation who violates any provision of this chapter shall, on conviction, be fined not more than one thousand dollars (\$1,000.00) or sentenced to not more than one (1) year in the county jail, or both.

405[1]3.1 Separate Offense.

Each day that a violation of this chapter exists shall constitute a separate offense.

405[2]4. Payment of Property Taxes.

Notwithstanding anything contained in this chapter to the contrary, the issuance of a permit under this chapter to any applicant may be withheld and any permit previously issued under this chapter to any applicant may be suspended or revoked, if property tax due to the county on any Applicant Property (defined below) is or becomes delinquent. As used herein, the term "Applicant Property" shall mean any real or personal property that is owned by such applicant or that is used in the activity for which the permit is required and owned by any party related to such applicant or owned by any entity owned or controlled by or under common ownership or control with such applicant.

CHAPTER 40

SCHEDULE I

FOOD SAFETY AND ENVIRONMENTAL HEALTH

Required permits and Permit Fees.

Establishments, events, and public engagements that require a permit and inspection are listed in this schedule I. [The following] Annual permit fees shall be charged according to schedule I.

[Authorized Events Conducted by County Employees in County Facilities Fee, Waiver. No fee shall be charged for any approved one-day fundraising event that is sponsored by the County or Circuit Court within County facilities and open to the public for a nonprofit/charitable cause.]

[Catering Permit Fee. An annual fee of three hundred seventy five dollars (\$375) shall be charged of each establishment that will have a Catering Operation.]

[Farmers' Market Vendor Stall Permit Fee. An annual fee of twenty five dollars (\$25) shall be charged for each farmer's market vendor stall.]

[Food Establishment Permits. The following annual fees apply to Food Establishments. Note that Food Establishments that engage in both food service and retail business in the same location are subject to fees based on low, medium, or high priority classification, as

defined in the Missouri Department of Health Rules.]

[Low Priority Establishment]. An annual fee of one hundred fifty dollars shall be charged of each Low Priority Food Establishment.]

[Medium Priority Establishment]. An annual fee of three hundred fifty dollars (\$350) shall be charged of each Medium Priority Food Establishment.]

[High Priority Establishment]. An annual fee of seven hundred sixty dollars (\$760) shall be charged of each High Priority Food Establishment.]

[Late Fee]. A late fee of fifty dollars (\$50) will be charged for any annual establishment permit issued after the date of expiration.]

[Late Fee, Temporary Event]. A late fee of twenty five dollars (\$25) will be charged for any temporary event application received less than 48 hours before the event.]

[Lodging Establishment Fee]. An annual fee of one hundred fifty dollars (\$150) shall be charged for each Lodging Establishment.]

[Lodging Establishment Fee Exemption]. Shelters set up for disaster situations shall be exempt from permitting fees. Shelters remaining open longer than 48 hours will be inspected using guidelines from Center for Disease Control (CDC). Recommendations will

be given at the time of the inspection to run the shelter more effectively.]

[Mobile Food Unit/Pushcart Permit Fee. An annual fee of two hundred dollars (\$200) shall be charged for each Mobile Food Unit or Pushcart.]

[Non-Profit Food Establishment. An annual fee of twenty-five dollars (\$25) shall be charged for each permanent Food Establishment that is operated by a Non-Profit Organization.]

[Non-Profit Organization Fee. A flat fee of two hundred dollars (\$200) shall be charged for any one-day fundraising event sponsored by a non-profit organization(s) that has more than four (4) vendors or food providers participating so long as all profits from the proceeds of the event must benefit a non-profit organization.]

[Non-Profit Temporary Food Establishment Permit Fee. A fee of twenty five dollars (\$25) will be charged for each Non-Profit Temporary Food Establishment for a permit not to exceed fourteen (14) days. A permit shall be valid for four (4) events in which a Non-Profit Temporary Food Establishment participates and a new permit shall be required for every four additional events.]

[Plan Review/ Pre-Opening Inspection Fee. A fee of three hundred dollars (\$300) shall be charged for the review of plans and preopening inspection of Food Establishments, excluding Temporary Food Establishments.]

[Public Agencies]. Whenever a public agency with taxing authority is the applicant for a permit, any fee authorized by this chapter may be reduced or abated by the Health Officer for the purpose of conserving public tax resources.]

[Re-inspection Fee]. A re-inspection fee of one hundred dollars (\$100) will be charged when a re-inspection is required to correct noncompliance, with the exception of school cafeterias and Temporary Food Establishments.]

[Replacement Permits]. A replacement permit will be issued upon receipt of written application. A charge of five dollars (\$5.00) shall be made for the duplicate permit.]

[School Cafeteria Permit Fee]. An annual permit of fifty dollars (\$50) shall be charged of each school cafeteria.]

[Seasonal Food Establishment Permit Fee]. A fee of one hundred dollars (\$100) shall be charged of each Seasonal Food Establishment.]

[Soft Serve Frozen Dessert Machine Fee]. A soft serve frozen dessert machine annual permit fee of fifty dollars (\$50) shall be charged for each soft serve frozen dessert machine within a Food Establishment, Temporary Food Establishment, or Seasonal Food Establishment.]

[Temporary Food Establishment Permit Fee. A fee of fifty dollars (\$50) shall be charged of each Temporary Food Establishment for a permit not to exceed fourteen (14) days. A separate permit is required for each event in which a Temporary Food Establishment participates.]

[Vending Machine Permit Fee. An annual fee of twenty five dollars (\$25) shall be charged for each Vending Machine containing Potentially Hazardous Food.]

The chart below reflects service fees for 2017. An increase is to be implemented every two years according to the schedule below.

<u>Permit</u>	<u>2017</u>	<u>2019</u>
<u>Replacement Fee</u>	<u>\$5</u>	<u>\$5</u>
<u>Low Priority Food Establishment permit</u>	<u>\$250</u>	<u>\$255</u>
<u>Medium Priority Food Establishment Permit</u>	<u>\$450</u>	<u>\$460</u>
<u>High Priority Food Establishment Permit</u>	<u>\$760</u>	<u>\$775</u>
<u>Mobile Unit/Push Cart Permit</u>	<u>\$200</u>	<u>\$205</u>
<u>Non-Profit Food Establishment Permit</u>	<u>\$25</u>	<u>\$30</u>
<u>School Cafeteria Permit</u>	<u>\$50</u>	<u>\$55</u>
<u>Seasonal Permit</u>	<u>\$100</u>	<u>\$105</u>
<u>Soft Serve Dessert Machine Permit</u>	<u>\$50</u>	<u>\$55</u>
<u>Temporary Food Establishment Permit</u>	<u>\$50</u>	<u>\$55</u>
<u>Catering Permit</u>	<u>\$375</u>	<u>\$385</u>
<u>Farmer's Market Vendor Stall Permit</u>	<u>\$25</u>	<u>\$30</u>
<u>Non-Profit Temporary Food Permit</u>	<u>\$25</u>	<u>\$30</u>
<u>Lodging Establishment Permit</u>	<u>\$150</u>	<u>\$155</u>
<u>Food Processor/Warehouse Permit</u>	<u>\$150</u>	<u>\$155</u>
<u>Aquatic Venue Permit</u>	<u>\$150</u>	<u>\$155</u>
<u>Vending Machine Permit Fee</u>	<u>\$25</u>	<u>\$30</u>
<u>Food Permit Late Filing Fee</u>	<u>\$50</u>	<u>\$55</u>
<u>Temporary Food Permit Late Fee – Application is considered late if submitted less than 48 hours before the event.</u>	<u>\$25</u>	<u>\$30</u>

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5008 introduced on August 22, 2017 was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____ Nays _____

Abstaining _____ Absents _____

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. 5008.

Date

Frank White, Jr., County Executive

REQUEST FOR LEGISLATIVE ACTION



Completed by County Counselor's Office:

~~Res~~/Ord No.: 5008

Sponsor(s): Greg Grounds

Date: August 22, 2017

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Requesting an ordinance repealing sections 4001, 4010, 4030, 4031, 4040, 4053, and Schedule 1 to Chapter 40 <u>Jackson County Code</u>, 1984, relating to environmental health and acting in lieu thereof, six new sections and one schedule relating to the same subject.</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>\$</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	<p>Prior ordinances and (date): Ord. 4635, 7/7/2014; Ord. 4485, 12/3/2012; Ord. 4390, 2/27/2012; Ord. 4200, 4/5/2010; Ord. 3889, 4/7/2007</p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Deb Sees, Environmental Health Administrator</p>										
REQUEST SUMMARY	<p>Chapter 40 of the Jackson County Code pertains to Food Safety and Environmental Health. The Environmental Health Division of Public Works has recently performed a comprehensive review of Chapter 40 and would like to propose changes to the following listed sections and schedules: 4001, 4010, 4030, 4031, 4040, 4053 and Schedule 1. The changes proposed include clerical and service related revisions, as well as the introduction of Aquatic Venue standards, permitting and inspection requirements.</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>Revised Jackson County Code - Chapter 40, Supporting Purpose and Need Documentation – Attachments 1-3, Municipal Letters of Support for the Pool Ordinance</p>										

REVIEW	Department Director: 	Date: 8/15/2017
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: 	Date: 8/17/17
	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 authorizing the Jackson County Legislature to hold a closed meeting on Tuesday, August 22, 2017, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 19560, August 22, 2017

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Tuesday, August 22, 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 the Jackson County Counselor concerning the status of legal actions, causes of action, and/or litigation; and,

WHEREAS, such closed meeting is allowable under section 610.021(1) 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, August 22, 2017, pursuant to section 610.021(1), 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. 19560 of August 22, 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 awarding a contract for the furnishing of flooring repair services for use by the Department of Corrections to Desco Coatings of Olathe, KS at an actual cost to the County not to exceed \$103,569.00, under the terms and conditions of the University of Kansas Contract No. 15010391, an existing government contract.

RESOLUTION NO. 19561, August 22, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Department of Corrections has a need for flooring repairs within the Detention Center; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a contract for the furnishing of flooring repair services, at an actual cost to the County not to exceed \$103,569.00, under the terms and conditions of the University of Kansas Contract No. 15010391, an existing government contract; and,

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

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

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

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19561 of August 22, 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: 001 5101 58020

ACCOUNT TITLE: General Fund
Non-Departmental
Buildings and Improvements

NOT TO EXCEED: \$103,569.00


Date


Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19561

Sponsor(s): Alfred Jordan

Date: August 22, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the purchase of Flooring Repair Services for Department of Corrections from Desco Coatings of Olathe, Kansas under the terms and conditions of the University of Kansas Contract Number 15010391, an existing government contract in the amount of \$103,569.00.</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>\$103,569.00</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>\$103,569.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$103,569.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number: 001-5101-58020 General Fund, Non-Departmental, Buildings and Improvements</td><td>\$103,569.00</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:	\$103,569.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$103,569.00	Amount budgeted for this item * (including transfers):	\$103,569.00	Source of funding (name of fund) and account code number: 001-5101-58020 General Fund, Non-Departmental, Buildings and Improvements	\$103,569.00
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Amount budgeted for this item * (including transfers):	\$103,569.00										
Source of funding (name of fund) and account code number: 001-5101-58020 General Fund, Non-Departmental, Buildings and Improvements	\$103,569.00										
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>The Department of Corrections requires repairs to the flooring in the Kitchen Area and some of the Cellblock Areas and would like to use the University of Kansas contract with Desco Coatings of Olathe, Kansas.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of Floor Repair Services for the Department of Corrections from Desco Coatings of Olathe, Kansas under the terms and conditions of University of Kansas Contract No. 15010391, an existing government contract. The Director of Finance and Purchasing recommends the purchase be made under this contract due to the larger discounts offered to larger governmental entities.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Quotes from Desco Coatings and the pertinent pages of the University of Kansas Contract.</p>										
REVIEW	<table border="1"> <tr> <td>Department Director:</td><td>Date: 8-10-17</td></tr> <tr> <td>Finance (Budget Approval): If applicable</td><td>Date: 8/14/17</td></tr> <tr> <td>Division Manager:</td><td>Date: 8/14/17</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director:	Date: 8-10-17	Finance (Budget Approval): If applicable	Date: 8/14/17	Division Manager:	Date: 8/14/17	County Counselor's Office:	Date:		
Department Director:	Date: 8-10-17										
Finance (Budget Approval): If applicable	Date: 8/14/17										
Division Manager:	Date: 8/14/17										
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.

This expenditure was included in the Annual Budget.

RES # 19561

Budget Office 8/11/17

DESCO™ Coatings, Inc. Bid Proposal

TO: CRAIG MOSHER
Jackson County Jail
cmosher@jacksongov.org

RE: JACKSON COUNTY JAIL
Cellblock
Kansas City, MO 64106

1. **SCOPE.** DESCO™ COATINGS, INC. ("DESCO") proposes to furnish all labor, material, equipment and services necessary to install CREMONA DB BASE ONLY in accordance with the plans, drawings and specifications of OWNER architects, for the above project and as called for by OWNER (the "Work"), subject to provisions stated below.
2. **Price.** DESCO shall be paid \$18,000.00 (Base Bid) for the Work, plus applicable taxes.
EIGHTEEN THOUSAND Dollars and NO/100
3. **Bond.** If a surety bond is required, the amount of the premium shall be paid to DESCO in addition to the Price specified for the work.
4. **Subrogation.** If DESCO is required to provide a waiver of subrogation, a charge of \$250 per named entity shall be added to the proposal.
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9. **Invoices & Releases.** The form of invoices and lien waivers will be standard AIA forms.

10. **Late Fees & Interest.** If DESCO retains legal counsel to pursue for nonpayment, Jackson County Jail agrees to reimburse DESCO reasonable attorney fees plus costs. Jackson County Jail also agrees to pay DESCO 1% per month interest on all past due payments.
11. **Force Majeure.** DESCO is not responsible, and Jackson County Jail shall not hold them liable for fault nor breach of contract, for damage or delay resulting from any Force Majeure including, but not limited to, Acts of God, riots, civil commotions or disorders, act of terrorism, delays or defaults by carriers, inherent defects in premises where the Work is to be done, strikes, fires, natural resource or material shortages, or other causes beyond DESCO's reasonable control. In the event of such a Force Majeure, this Proposal and any resulting Agreement shall be modified to cover the price increase or decrease of the Work, as well as for the costs to obtain materials from sources that are not DESCO's normal sources of supply
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13. **Harmony.** DESCO is a union contractor and will not be bound to perform in spite of workers refusing to cross picket lines, strikes or work stoppages beyond DESCO's reasonable control.
14. **Temporary Facilities & Utilities.** The use of general gangways, hoisting and scaffolding facilities with materials, power and workmen required for operation and maintenance of the same, necessary water, heat, light, power for space in the building shall be furnished by Jackson County Jail without expense to DESCO.
15. **Pro-rate Charges.** No allowance is made in this Proposal, and no deductions shall be made, for specific or pro-rated charges of any kind including, but not limited to, general cleaning, heat, light, water, insurance on materials in or at the site, watchman services or the erection of temporary structures.
16. **Protection & Final Cleanup.** This proposal excludes protection and final cleanup of the Work once DESCO has completed a particular area.
17. **Mobilization(s).** This Proposal includes one mobilization and/or phase. If extra mobilizations and/or phases are required, Jackson County Jail agrees to pay DESCO a minimum of \$2,500.00 per mobilization and/or phase.
18. **Storage Temperature.** If the product furnished by DESCO is water based, the storage space must be heated and constantly maintained to a minimum of 45° Fahrenheit throughout the time of storage.
19. **Surface Temperature.** The surface to which the products furnished by DESCO are being applied must be heated and continuously maintained to a minimum of 55° Fahrenheit throughout the installation and the curing cycle.
20. **Contaminants.** No pipe threading machinery or contaminant producing equipment may be placed where DESCO flooring systems are to be installed.
21. **Concrete Substrate.** The following are recommended minimum guidelines for concrete substrates receiving DESCO coatings:
- a. **Strength.** Concrete should be a minimum 3,500 psi concrete.
 - b. **Curing.** Concrete should be either wet cured or polyethylene cured. If a curing compound must be used it should be a film forming curing compound and not a penetrating curing compound, and it should not contain wax or petroleum distillates.
 - c. **Moisture Barrier.** There should be an effective vapor barrier and capillary break installed as part of the concrete slab system design. Moisture from fill, sand, broken pipes or natural causes can result in debonding of epoxy floors. DESCO recommends a vapor barrier meeting ASTM-E 1745 be installed in compliance with ASTM-E 1643 directly in contact with the concrete slab on grade.
 - d. **Finish.** Concrete should be finished to a smooth level surface, but not so tightly closed that it shines, unless concrete is to be sloped to drain. If sloping to drain, then all proper sloping is the responsibility of the concrete installer, as DESCO's flooring products are applied at an appropriate uniform thickness.

e. **Sloping Floor.** Please note that sloping of floors in showers is the responsibility of the concrete installer, and the slope must be verified by Jackson County Jail and/or Owner before DESCO is on site. If DESCO is directed to verify sloping, DESCO shall be reimbursed \$100 per drain by Jackson County Jail and/or Owner. If deficiencies are found in the substrate and sloping will be required by DESCO, Jackson County Jail agrees to pay DESCO additional charges to perform the sloping.

22. **Substrates.** Commencement of the Work indicates Jackson County Jail's representation to DESCO that the composition and integrity of the substrate are ready to receive the Work. DESCO is not liable for any deficiencies in the substrates or prior surfaces (e.g. structural movement, shrinkage cracks, lacking or ineffective vapor barriers, etc.), nor is DESCO liable for resulting defects in the Work.

23. **Leveling, Sloping, Removal.** Unless specifically enumerated elsewhere in this Proposal, this Proposal excludes floor leveling, sloping and removal of existing surfaces.

24. **Warranties.** DESCO warrants all materials furnished shall be new unless otherwise specified, and the Work shall be installed with workmanlike quality within industrial standards, substantially free from faults and defects and in substantial conformance with the plans, drawings, and specifications. For a period of one (1) year from the date of substantial completion of the Work, DESCO agrees to replace any faulty materials furnished by DESCO and/or repair any improper workmanship, provided this warranty is expressly conditioned on DESCO receiving prompt written notice from Jackson County Jail of any such faulty materials or workmanship to allow DESCO a reasonable opportunity to inspect the faulty materials or workmanship prior to the Work being disturbed or repaired. If Jackson County Jail does not provide the written notice or allow a reasonable time for DESCO to inspect and repair the Work, Jackson County Jail waives related warranty claims against DESCO. In lieu of replacing materials or repairing the Work, DESCO may opt to refund the cost of the faulty materials or Work provided DESCO has been paid in full, or DESCO may issue a credit memo for such amount if DESCO has not been paid in full. DESCO's liability is limited to repair, replacement, refund or credit as DESCO determines, but under no circumstances shall DESCO's liability exceed the prorated portion of Price contained in this Proposal for the Work actually completed, as adjusted for mutually agreed upon change orders. **This Proposal excludes warranties of merchantability and fitness for a particular purpose.**

25. **Consequential Damages.** Jackson County Jail waives consequential damages against DESCO including, but not limited to, loss of use and loss of profit.

26. **Choice of Law, Forum.** This Proposal and any resulting Contract are deemed entered into in Olathe, Kansas and Kansas Law shall govern all matters arising out of or related to this Proposal and/or Contract. In the event it is necessary to litigate over any dispute arising out of or related to this Proposal and/or Contract, the Parties agree to adjudicate the dispute in the District Court of Johnson County, KS.

27. **Prevailing Party.** In the event of litigation (or arbitration if the Parties so agree to arbitrate a dispute), the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

28. **Non-Waiver.** The failure of DESCO to require performance of any provision of the Proposal and/or resulting Contract shall not affect DESCO's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Proposal and/or resulting Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

29. **Construction.** The Parties stipulate that in the event this Proposal becomes a contract, the contract was mutually drafted by the parties, and neither Party shall be deemed more liable than the other in the event this Proposal contains conflicts, discrepancies or vague terms.

30. **Merger.** The entire Agreement between DESCO and Jackson County Jail (the "Parties") is contained in the Proposal and supersedes all previous communications or representations that may have been made by DESCO. Any amendment to this Proposal shall be mutually executed in writing on behalf of the Parties.

31. **Severability.** If any provision of this Proposal and/or resulting Contract is held unenforceable, then such provision shall be stricken to the degree necessary to remove the unenforceable portion but all remaining provisions of the Proposal and/or Contract shall remain in full force and effect.

32. **Mock Up.** If a mock up has been called for in the specification, DESCO will comply by sending, to the job site, a mock up of form and colors specified on standard wooden pallet. This will allow movement to different areas of the job for comparison of finished work. Desco has not included in our bid a jobsite mock up.

SCOPE: Cremona DB Base only in C Cellblock, Cells, XB, D Cellblock, Cells, XB, E Cellblock, Cells, XB

MOISTURE BARRIER:

- For Rh over 90%, ADD \$3.00/sf
- For Rh below 90% ADD \$1.85/sf

Notes: INSTALLING COVE BASE WITHOUT THE FLOORING SYSTEM. THIS IS FOR FUNCTION, NOT DECORATIVE LOOK.

- Bonds were not calculated into the base bid amount.
- Addendum #



Accepted by: _____

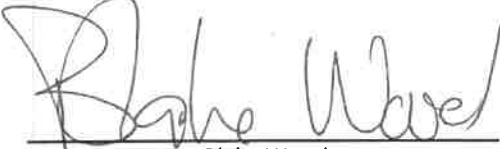
For: _____

Dated: _____

Submitted by: _____

For: _____

Dated: _____



Blake Wood
DESCO™ Coatings, Inc.

August 10, 2017

DESCO™ Coatings, Inc.

Tel: 913.782.3330
19890 W. 156th Street

Fax: 913.782.0066
PO Box 2658

Toll Free: 800.426.4164
Olathe, Kansas 66062

TO: CRAIG A. MOSHER
Jackson County
cmosher@jacksongov.org

RE: JACKSON COUNTY DETENTION
Lower Level Kitchen
Kansas City, MO

1. **SCOPE.** DESCO™ COATINGS, INC. ("DESCO") proposes to furnish all labor, material, equipment and services necessary to install INDUSTRIAL LB/TG/HQ in accordance with the plans, drawings and specifications of OWNER architects, for the above project and as called for by OWNER (the "Work"), subject to provisions stated below.
2. **Price.** DESCO shall be paid SEE PAGE 4 (Base Bid) for the Work, plus applicable taxes.
0 Dollars and NO/100
3. **Bond.** If a surety bond is required, the amount of the premium shall be paid to DESCO in addition to the Price specified for the work.
4. **Subrogation.** If DESCO is required to provide a waiver of subrogation, a charge of \$250 per named entity shall be added to the proposal.
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SCOPE: KITCHEN

GOOD Install Industrial LB floor and base, for the sum of\$39,564.00

BETTER Install Industrial TG floor and base, for the sum of\$48,356.00

BEST Install Industrial HQ floor and base, for the sum of\$61,544.00

Install Industrial LB floor, no base in Pantry Area, for the sum of \$12,213.00

Fill work, T&M basis, NTE \$5,000.00

Removal of existing epoxy flooring, if required, T&M basis,.....\$20,000.00

MOISTURE BARRIER:

- For Rh over 90%, ADD \$3.00/sf
- For Rh below 90% ADD \$1.85/sf

Notes: GOING OVER EXISITNG POLYURETHANE AND EPOXY FLOORS.

DESCO CAN ONLY INSURE THE BOND OF PRODUCTS WE ARE ABLE TO PREP.

- Bonds were not calculated into the base bid amount.
- Addendum #



Accepted by: _____

For: _____

Dated: _____

Submitted by: _____

For: _____

Dated: _____


Blake Wood
DESCO™ Coatings, Inc.
July 20, 2017

DESCO™ Coatings, Inc.

Tel: 913.782.3330
19890 W. 156th Street

Fax: 913.782.0066
PO Box 2658

Toll Free: 800.426.4164
Olathe, Kansas 66062



Contract Renewal

Date of Award: August 14, 2015

Contract Number: 15010391

Buyer: Stephanie Stapleton
Telephone: 785-864-3748
E-Mail Address: [sstapleton@ku.edu](mailto:ss Stapleton@ku.edu)
Web Address: <http://www.procurement.ku.edu/>

Item: **Fluid Applied Flooring/Maintenance Services**

Agency: The University of Kansas
Location(s): Lawrence, Kansas

Period of Contract: September 1, 2017 to August 31, 2018
(with option to renew for two (2) additional one (1) year periods)

Contractors: Multiple Award

Desco Coatings, Inc.
19890 W 156th Street
Olathe, KS 66062-3500
Contact: Blake Wood
Phone: 913-782-3330
blake@descocoatings.com
PeopleSoft ID: 0000002399
KUPPS ID: 13603401

Conditions: Renewing for additional year, incorporating modified KU-146a

Political Subdivisions: Pricing is available to all political subdivisions

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of the repair and replacement of swing cell doors and corridor sliding doors for use by the Department of Corrections to Cornerstone Detention products of Madison, AL, at an actual cost to the County not to exceed \$579,326.00, under the terms and conditions of the GSA Contract No. GS-07F-269AA, an existing government contract.

RESOLUTION NO. 19562, August 22, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Department of Corrections has a need for the repair and replacement of certain swing cell doors and corridor sliding doors within the Detention Center; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a contract for these repair services, at an actual cost to the County not to exceed \$579,326.00, under the terms and conditions of the GSA Contract No. GS-07F-269AA, an existing government contract; and,

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

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

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

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19562 of August 22, 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.

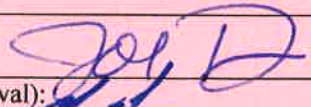
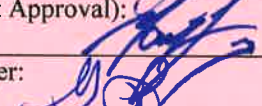
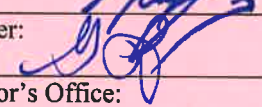
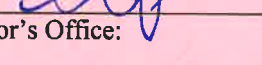
ACCOUNT NUMBER: 001 5101 58020
ACCOUNT TITLE: General Fund
Non-Departmental
Buildings and Improvements
NOT TO EXCEED: \$579,326.00


Date


Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
Res/~~Ord~~ No.: 19562
Sponsor(s): Alfred Jordan
Date: August 22, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the purchase of Repair and Replacement Services for the Swing Cell Doors and Corridor Sliding Devices for the Department of Corrections from Cornerstone Detention Products of Madison, Alabama under the terms and conditions of GSA Contract No. GS-07F-269AA, an existing government contract in the amount of \$579,326.00.</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>\$579,326.00</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>\$579,326.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$579,326.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number: 001-5101-58020</td><td></td></tr> <tr> <td>General Fund, Non-Departmental, Buildings and Improvements</td><td>\$579,326.00</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:	\$579,326.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$579,326.00	Amount budgeted for this item * (including transfers):	\$579,326.00	Source of funding (name of fund) and account code number: 001-5101-58020		General Fund, Non-Departmental, Buildings and Improvements	\$579,326.00
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General Fund, Non-Departmental, Buildings and Improvements	\$579,326.00												
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>The Department of Corrections requires repair and replacement for the Swing Cell Doors and Corridor Sliding Doors and would like to use the GSA (General Services Administration) Contract with Cornerstone Detention Products of Madison, Alabama.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of Repair and Replacement Services for the Swing Cell Doors and Corridor Sliding Doors from Cornerstone Detention Products of Madison, Alabama under the terms and conditions of the GSA Contract No. GS-07F-269AA, an existing government contract. The Director of Finance and Purchasing recommends the purchase be made under this contract due to the larger discount offered to larger governmental entities.</p>												
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												
ATTACHMENTS	<p>Quote from Cornerstone Detention Products and the pertinent pages of the GSA Contract</p>												
REVIEW	<p>Department Director:  Date: 8-14-17</p>												
	<p>Finance (Budget Approval):  Date: 8/14/17</p>												
	<p>Division Manager:  Date: 8/14/17</p>												
	<p>County Counselor's Office:  Date:</p>												

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

This expenditure was included in the Annual Budget.

RES # 19562**General Fund - 001**

Budget Office

Budget Office



**CORNERSTONE
SERVICE & SUPPLY**

August 10, 2017

Attention: Craig Mosher

RE: **BUDGET NUMBERS (Corridor Sliding Devices and Swing Door Airteq Defender Lock Boxes) GSA Contract #GS-07F-269AA
Jackson County Detention Center
1300 Cherry Street, Kansas City, MO**

Cornerstone Construction is pleased to offer this proposal for the above referenced project as follows:

Furnish and install:

Furnish & Install 39 Corridor Sliding Devices (Airteq 7350 Series):

CDP will furnish and install 39 Airteq 7350 Corridor Sliding Devices in accordance with the standard detention industry, unless otherwise noted in the exclusions. The quantities that are included within our scope of work are as follows:

- Furnish & Install 39 Airteq 7350 Corridor Devices.
- This includes the removal of the existing devices and will reuse the existing doors
- CDP will disconnect existing wiring and terminate new device back to existing control wiring.

Furnish & Install 44 Security Lock Boxes with new Airteq 9912M Locks as per DEMO shown at site:

CDP will furnish and install 44 Security Lock Boxes with new Airteq 9912M Locks as per DEMO shown at site in accordance with the standard detention industry, unless otherwise noted in the exclusions. The quantities that are included within our scope of work are as follows:

- Furnish & Install 44 Security Lock Boxes with new Airteq 9912M Locks, LED Lights, and Airteq 6200 DPS as per DEMO shown at site.
- Existing Door will be reused for the Security Lock Box application.
- CDP will disconnect existing wiring and extend down the existing door lock bar shaft to the new security lock boxes and terminate new device back to existing control wiring.

Project-specific Inclusions:

1. CDP includes maintaining as-built drawings on the jobsite relative to the materials listed above.
2. CDP includes project coordination as required.
3. CDP includes proper disposal of excess and waste materials on a daily basis while onsite.
4. CDP includes all tools, supplies, and unloading of equipment at the project site locations, which CDP is to install.
5. CDP includes all travel expenses, hotel expenses, per diem monies and consumables necessary to perform this scope of work.
6. CDP includes warranty of workmanship for a period of one (1) year after completion, if not specifically covered by a particular specification section.
7. CDP has bid the job based off a 5 day work week or up to 40 hours per week.
8. CDP will honor this quotation for a period of Twenty-Five (25) days from this date.

Project-specific Exclusions:

1. CDP excludes all required controls, wire, conduit, raceway, and power requirements. CDP will disconnect existing wiring and terminate new device back to existing.
2. Power hookup and feeds
3. All Finish Painting
4. Dumpsters and dumpster fees.
5. Painting and patching.
6. Temporary power, water, lighting and heating.
7. Storage of material on-site.
8. Spare parts
9. CDP excludes any and ALL materials & Labor required for this project unless specifically noted above.
10. All lead base paint abatement & asbestos in its entirety if required.
11. **Sales Tax (Tax Exempt)**
12. Performance and payment bond (if required add 1.5 % to our bid amount)

Scheduling Requirements:

1. Submittal lead time for Cell Sliding Devices is **4-6 weeks** from receipt of a letter of intent and all other information required to begin engineering in the most expedient fashion.
2. Sliding Corridor Device and Security Lock Box delivery lead time is **12-16 weeks** from receipt of all submittals listed in #1 above, approved or approved-as-noted – without any open RFI's or change proposals.

Pricing:

Base Bid: **\$579,326.00** **Excluding Sales Tax**

Five Hundred Seventy-Nine Thousand Three Hundred Twenty-Six Dollars & NO/100

All prices are subject to Cornerstone's *Standard Inclusions, Exclusion, Terms, & Conditions* (attached).

We appreciate the opportunity of submitting the above proposal. Should you have any questions or comments concerning our proposal, please do not hesitate to call.

Sincerely,
Cornerstone Construction


Curtis Johnston
Sr. Project Manager / Estimator
Phone: (256) 560-4208



May 2017

The Cornerstone Group of Companies encompasses the collective experience and talents of seven separate business units. These business units have joined forces to provide a comprehensive solution for a turnkey project implementation that include detention security electronics and detention hardware.

Cornerstone Detention Products, Inc. (CDP)
 Airteq (Airteq)
 Norment Security Group, Inc. (Norment)
 Security Design, Inc. dba EO Integrated Systems, Inc. (EOISI)
 Trentech Electronics, Inc. (Trentech)
 Engineered Control Systems, Inc. (ECS)
 Limestone Building Group, Inc.

One of Cornerstone's companies, Security Design, Inc. dba Cornerstone Detention Products, Inc. is an authorized GSA Equipment Reseller and they hold a GSA Schedule 84 Labor Contract **#GS-07F-269AA**. Our proposal can utilize this cooperative purchasing vehicle for the procurement of the system upgrade and additions.

We have two methods of providing GSA negotiated pricing to our clients:

1. For material only, we can either use our contract pricing and mark up method or since we hold a number of dealerships (see below), who also have Federal Supply Contracts, use their price. We use the one that has the lower client cost.
2. For LABOR and material, we can only use our Schedule 84 contract as that allow us to charge for on and off site labor plus material using our contract markup percentage (20)

I have attached a link to our current GSA price schedule. We can only sell to you at that price. So, if the customer were interested in utilizing this for a project they would be guaranteed the GSA prices.

You might find more at this link to GSA Frequently Asked Questions web site.

<http://www.gsa.gov/portal/content/202313>



Standard Inclusions, Exclusions, Terms, & Conditions

Standard Inclusions:

1. Proper engineering documents for submittal, installation and operation and maintenance
2. Field measurements and verifications for Cornerstone's scope of work only.
3. Sales and use taxes as applicable to the project and Cornerstone's scope of work.
4. Termination of wiring for electric locks, locking devices, strikes and door position switches as controlled by our scope of work only. (ESS)
5. The necessary torx-pin security screws for our materials only

Standard Exclusions:

1. Power relays for other systems (i.e. HVAC, Electrical, etc.)
2. All main electrical supply AC power, per division 16, including power to security and detention equipment
3. Temporary power and lighting for final testing of equipment
4. Fire labels on doors and frames where field installation, hardware, and/or glass prevents U.L. labeling. However, doors and frames will be manufactured to U.L. construction standards with documentation provided.
5. Security caulking and sealants
6. Caulking not required as a part of glass installation
7. Field finish painting or touch-up of prime paint
8. Final Cleaning
9. Trash debris container and its removal
10. Anchors, screws, fasteners, etc., including security type, not directly required by our installation scope of work
11. The protection of materials furnished by our company once they have been installed in place
12. Field measurements of any kind
13. Furnishing or installing louvers of any kind
14. Furnishing or installing aluminum windows and storefronts of any kind, including hardware
15. Demolition work, patching or repairing of existing structures and removal, relocation or re-installation of any existing materials
16. Cutting or patching of concrete or masonry materials
17. Furnishing or installing any standard/commercial type access doors and frame
18. Any chain link fencing material and associated supporting materials or hardware
19. Core drilling of any kind
20. Flashing or counter flashing of any kind
21. Roll up doors, or counter shutters
22. Repairs to frames installed by others

Standard Terms & Conditions:

1. Allowing Cornerstone to commence work or preparation for work will constitute acceptance by Customer of this bid proposal. Cornerstone and Customer will execute a ConsensusDOCS 750 subcontract form to memorialize their agreement, supplemented and modified only as provided by this bid proposal which shall be incorporated by reference into the final subcontract. In the event of any conflict between the terms of this bid proposal and any other documents stating terms of the final subcontract, this bid proposal shall govern.
2. A change in the price of an item of material of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the subcontract price.
3. Cornerstone will not be required to name additional insureds to its general liability, excess liability, or automobile insurance policies, nor to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. Cornerstone shall maintain insurance with coverage and limits only as provided by Cornerstone's existing insurance program evidenced by its certificate of insurance available request.
4. Cornerstone's Schedule of Values shall be used to determine progress payments. All sums not paid for when due shall bear interest at the rate of 1 1/2 % per month from due date until paid or the maximum legal rate permitted by law whichever is less; and all costs of collection, including reasonable attorney fees, shall be paid by Customer. The proper venue to resolve any disputes arising under the subcontract shall be the place where the project is located, and the laws of said place shall govern all such disputes arising out of the subcontract.
5. Any retainage withheld from progress payments to Cornerstone shall not exceed the lesser of the retainage terms set forth in (1) the contractor's agreement with the owner, or (2) the statutes of the state in which the work is being performed.
6. Cornerstone shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the subcontract. All deliveries and work performed shall be in accordance with a mutually agreed to project schedule and subsequent mutually agreed to updates. Cornerstone shall be entitled to adjustments of time and price where occasioned by any cause of any kind and extent beyond Cornerstone's control, including but not limited to: delays caused by Customer, the owner, general contractor, architect and/or engineers; armed conflict or economic dislocation resulting there from; embargos, shortages of labor, raw materials production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations; fires, floods, accidents and acts of God. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, Cornerstone shall be entitled to terminate the subcontract. Cornerstone change proposals must be processed in not more than 30 calendar days or as otherwise indicated on the change proposal.
7. The express warranties set forth in the subcontract documents are provided in lieu of all other warranties, expressed or implied, and the warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Cornerstone. Cornerstone is not responsible for special, incidental, or consequential damages. Cornerstone is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is extra work. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, and texture and performance standards. Cornerstone must receive all warranty claims not more than one (1) year after completion of Cornerstone's work, and Cornerstone must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred.
8. Except as specifically required by the work and specifications included in this bid proposal, Customer shall furnish all temporary site facilities, including site access, storage space, hoisting facilities, guard rails, covers for floor, roof and wall openings, security, parking, safety orientation, break and lunch facilities, toilet and wash facilities, drinking water and other water facilities, electrical service, telecommunication service, lighting, heat, weather protection, fire protection, and trash and recycling services.
9. To the extent that performance and payment bonds are included in this bid proposal or in the case that it is added by change order, the bond forms must be the AGC 606 (2004) and AGC 607 (2004) published by the Associated General Contractors of America, or substantially equivalent to the A312-1984 published by the American Institute of Architects.
10. Cornerstone will not provide any credits for enrollment in an owner- or contractor- controlled insurance program. No calculation of credits by wrap-up administrator shall be binding on Cornerstone.
11. Lien waivers and/or waivers of claim(s) shall not apply to any retainage withheld; shall not apply to unbilled changes, to claims which have been asserted in writing or which have not yet become known to Cornerstone; shall be conditional upon receipt of funds to Cornerstone's account.
12. Proposal is based entirely on materials considered to be the standard products of Cornerstone Detention Products, Inc.
13. Cornerstone will not be required to indemnify other parties, including but not limited to, the general contractor, construction manager, architect, and owner, for incidences that are not the sole responsibility of Cornerstone Detention Products, Inc. or that may violate statutory law in the state of the project.



Security Design, Inc.

Electronic Security Systems

GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu-driven database system. The INTERNET address of GSA Advantage!™ is: <http://www.GSAAdvantage.gov>

SCHEDULE 84

TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE

CONTRACT NUMBER

GS-07F-269AA

Through Modification PO-0014 4/18/17

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>

CONTRACT PERIOD:

5/29/2013 through 5/28/2018

Security Design, Inc.

DBA Cornerstone Detention Products, Inc.

12700 31 Mile Road
Washington, MI 48095
Phone: (586)752-3200
Fax: (586)752-5270
Website: www.eoisi.com

Contract Administrator

Donald M. Rochon
Ph: (586)752-3200
Email: drochon@cornerstonedetention.com

Security Design, Inc.

CUSTOMER INFORMATION

1a Awarded Special Item Numbers (SINs)

246-43	Perimeter Security/Detection Systems
246-51	Installation of Security/Facility Management Systems Requiring Construction
246-60-1	Security System Integration, Design, Management, and Life Cycle Support
246-1000	Security, Alarm & Signal Systems

1b Lowest Priced per SIN:

Please see attached price list

1c Hourly Rates:

Please see service pricing attached

2 Maximum Order Limitations:

246-43	\$100,000
246-51	\$200,000
246-60-1	\$200,000
246-1000	\$150,000

3 Minimum Order: \$100**4 Geographic Coverage:** CONUS, AK, PR, HI**5 Point of Production:** USA**6 Prices shown herein** are net prices (discount already applied)**7 Quantity Discounts:** 50 items/order, additional 2% discount**8 Prompt Payment Terms:** 1%/10 days; Net 30 Days**9a Government Purchase Cards** are accepted up to the micro-purchase limit.**9b Government Purchase Cards** are accepted **above** the micro-purchase threshold.**10 Foreign Items:** All items are US-made**11a Time of Delivery:** 30 Days ARO**11b Expedited Delivery:** 10 days ARO**11c Overnight and 2-day delivery** (See 11d): Consult with contractor**11d See clause I-FSS-140-B "URGENT REQUIREMENTS".** Agencies are advised to contact the contractor for the purpose of requesting faster delivery.**12 FOB Point:** Origin
13a Ordering Address Security Design, Inc.
 12700 31 Mile Road
 Washington, MI 48095

13b Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage (www.fss.gsa/schedules)

14 Payment address: Security Design, Inc.
 12700 31 Mile Road
 Washington, MI 48095
15 Warranty Provision: Standard Commercial**16 Export Packing charges:** N/A**17 Terms and conditions of Government purchase card acceptance:** None**18 Terms and conditions of rental, maintenance, and repair:** N/A**19 Terms and conditions of Installation:** N/A
20 Terms and conditions of repair parts indication date of parts price lists and any discounts from list prices: N/A
20a Terms and conditions for any other services: N/A**21 List of service distribution points:** N/A**22 List of participating dealers:** N/A**23 Preventive maintenance:** N/A**24 Special attributes such as environmental attributes:** N/A**24b Section 508 Compliance:** N/A**25 Data Universal Number System (DUNS) number:** 877139949**26 Security Design, Inc.** is actively registered in the **SAM database**. CAGE Code is 1YMX2.

Security Design, Inc.

PRICE LIST

SIN	ITEM#	MFR	PRODUCT NAME	GSA PRICE W/IFF
246 43	INFINITY 2000	INTEGRATED SECURITY	DATA LOG RETENTION OF ALL ACTIVITIES, AL	\$ 1,704.79
246 43	S-10	INTEGRATED SECURITY	FENCE MOUNTED CABLE WITH SENSORS	\$ 4.43
246 43	S-9	INTEGRATED SECURITY	CABLE TO CONNECT VARIOUS SYSTEM COMPOONE	\$ 1.09
246 43	JB-2000	INTEGRATED SECURITY	PVC, FENCE-MOUNTED USED TO ATTACH MULTIP	\$ 56.42
246 43	TY-1000	INTEGRATED SECURITY	UV AND WEATHER RESISTANT TO ATTACH S-10	\$ 48.32
246 43	SG-2000	INTEGRATED SECURITY	ASSEMBLY TO INCORPORATE SLIDE GATE INTO	\$ 141.06
246 43	900501-A	INTEGRATED SECURITY	MONITORS UP TO 8 ZONES OF S-10 SENSOR CA	\$ 967.25
246 43	900502	INTEGRATED SECURITY	MONITOR UP TO 8 TRANSPONDER CARDS (64 ZO	\$ 967.25
246 43	P2000S	INTEGRATED SECURITY	ENCLOSURE THAT INCLUDES POWER SUPPLY, BA	\$ 685.14
246 43	P2000L	INTEGRATED SECURITY	ENCLOSURE THAT INCLUDES POWER SUPPLY, BA	\$ 846.35
246 43	WX-75M	INTEGRATED SECURITY	MONITORS WIND AND PRECIPITATION CONDITIO	\$ 685.14

Security Design, Inc. Services

SINs	Position	Education and experience	GSA PRICE W/IFF
246-51, 246-60-1, 246-1000	Program Manager	BA or BS degree or equivalent experience in a related field and 7 years minimum experience	\$100.76/hr.
246-51, 246-60-1, 246-1000	Project Manager	Associates degree and 1 year experience in a related field and 4 years minimum experience in the electronic security field.	\$100.76/hr.

Program Manager

Specialized Experience : At least 6 years of direct supervision of security systems, integration, maintenance projects, and or telecommunications systems and at least 3 years of experience directing new technology based programs. Must be capable of leading projects using advanced technologies that involve the successful management of teams composed information technology professionals who have been involved in analysis, design, integration, testing, documenting, converting, extending, and implementing high technology systems.

Duties: Performs day-to-day management of overall contract support operations, involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates the planning and production of all contract support activities. Has solid written and oral communication skills. Establishes and alters (as needed) corporate management structure to direct effective contract support activities. Must be capable of negotiating and making binding decisions for the company.

Project Manager

Specialized Experience: At least 2 years of experience in direct supervision of security systems, systems integration, maintenance projects, and or telecommunications management.

Duties : Performs day-to-day management of delivery order projects for technology projects. Manage teams of information technology, information systems and management professionals. Demonstrates proven skills in those technical areas required by the program. Organizes, directs, and coordinates the planning and production of all activities associated with assigned delivery order projects. Demonstrates written and oral communication skills.