

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, April 23, 2018, 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. 19830, April 23, 2018

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, April 23, 2018, 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 Monday, April 23, 2018, 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. 19830 of April 23, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Addendum to the Agreement with Van Deusen and Associate, Inc., at an annual cost to the County in the amount of \$28,150.00.

RESOLUTION NO. 19831, April 23, 2018

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Resolution 19493, dated June 5, 2017, the County entered into an agreement with Van Deusen and Associates (VDA) to prepare bid documents and oversee the modernization of the Kansas City courthouse elevators; and,

WHEREAS, the current contract between the County and VDA will expire soon; and,

WHEREAS, at the County's request, VDA has submitted a proposal to prepare a maintenance specification and oversee the bidding of a new maintenance contract for all County elevators; and,

WHEREAS, a total of thirty-two elevators requiring maintenance will be covered in the proposed maintenance contract; and,

WHEREAS, the Director of Public Works now recommends the attached addendum to the Agreement with VDA, to provide for two additional assistance; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Department of Finance and Purchasing be and hereby is authorized to execute the attached Addendum to the Agreement with VDA; and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19831 of April 23, 2018, was duly passed on _____, 2018 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 1204 56510
ACCOUNT TITLE: General Fund
Fac. Mgmt. Kansas City
Maint. & Repair- Building
NOT TO EXCEED: \$7,013.00

ACCOUNT NUMBER: 001 1205 56510
ACCOUNT TITLE: General Fund
Fac. Mgmt. Independence
Maint. & Repair- Building
NOT TO EXCEED: \$6,158.00

ACCOUNT NUMBER:
ACCOUNT TITLE:

001 1210 56510
General Fund
Fac. Mgmt. Correctional Facility
Maint. & Repair-Building
\$14,979.00

NOT TO EXCEED:

4/19/18
Date


Chief Administrative Officer

Vertical
Transportation
Systems
Consultants



Van Deusen & Associates, Inc.

314-858-1100

E-mail: contact@vdassoc.com

3636 S Geyer Rd, Suite 100 • St. Louis, MO 63127

April 3, 2018 (Revised)
April 2, 2018

Earl Newill, Chief Engineer
Jackson County Government
303 West Walnut Street
Independence, MO 64057

Re: Jackson County Government - Multiple Buildings, Jackson County, MO
Vertical Transportation Consultation

Dear Mr. Newill:

Based on our discussions, the following represents the agreement ("the Agreement") by and between VDA® (Van Deusen & Associates, Inc.), ("Consultant") and Jackson County Government, (the "Client").

I. PURPOSE OF AGREEMENT

- A. The purpose of this Agreement is to state the terms and conditions under which Consultant will provide consulting services for the vertical transportation systems in the referenced building, hereinafter referred to as the "Project."
- B. The following services shall and associated fees shall be added to the current contract between Jackson County and VDA (Van Deusen & Associates, Inc.). All other terms and conditions of that agreement unless otherwise noted below shall remain in force and apply to the services outlined below.

II. SCOPE OF WORK

- A. Provide vertical transportation consulting services for the maintenance agreement and maintenance monitoring on 34 units at 9 properties in Jackson County, MO, in accordance with the scope of services detailed in Section III below.

III. SERVICES TO BE PERFORMED

PHASE 1 – DOCUMENT PREPARATION

- A. Modify the agreement and specifications for Full Protective Elevator Maintenance Services that was included in the modernization package for use on all 9 county properties. This agreement shall be written to require the contractor to:
 - 1. Provide a comprehensive scope of preventive maintenance services
 - 2. Work a minimum number of hours each month dedicated solely to routine maintenance
 - 3. Respond to callback service requests within a specified time

Headquarters: East Hanover, NJ

Atlanta, GA • Baltimore, MD/Washington, DC • Boston, MA • Charlotte, NC • Chicago, IL • Dallas, TX • Denver, CO • Los Angeles, CA • Miami, FL
Minneapolis, MN • New York, NY • New Smyrna Beach, FL • Orlando, FL • Philadelphia, PA • Salt Lake City, UT • San Francisco, CA • St. Louis, MO

www.vdassoc.com

4. Provide a monthly summary of equipment malfunctions and callbacks
5. Conduct periodic inspections and testing as required by code / local laws
6. Maintain specific levels of operational performance
7. Periodically re-paint machinery and storage parts
8. Provide insurance requirements, price adjustments, cancellations and renewals

NOTE: Specifications will be reviewed and approved by Client before issuance for bidding.

- B. Identify major repairs to be bid in addition to the maintenance contract and other potential pre-maintenance repairs.
- C. Assist in identifying contractors with the expertise and logistical support necessary to successfully complete the specified work.
- D. Issue the following bid documents to identified contractors:
 1. A formal invitation to bid
 2. Specifications and contract for preventive maintenance services
 3. A bid proposal form including capital repairs.
 4. Contractor qualification form / references
- E. Provide a telephone conference with the Client.

PHASE 2 – BID REVIEW

- A. Attend a pre-bid meeting to review the scope and walk the courthouse.
- B. Provide spreadsheet analysis of bid proposals.
- C. Meet with the client to review the bids.

PHASE 3 – CONTRACTOR INTERVIEW MEETINGS

- A. Attend interview meetings with selected bidders to qualify their bids. Meetings are to be scheduled on the same day to keep within one trip. Any additional meetings/trips to interview bidders will be billed as an extra to the fees quoted below.

PHASE 4 – ANNUAL PERFORMANCE REVIEWS

- A. Meet annually with the client and current maintenance provider to review previous 12-month performance. Meeting will be held at the client's office in Kansas City or Independence, MO at a mutually agreed time.
- B. Review shall include an overview of the contractor's compliance with the maintenance contract including:
 - 1. Responses times
 - 2. Equipment reliability
 - 3. Callback records
 - 4. Maintenance Control Reports
 - 5. Audit reports
 - 6. State Operating Certificates
 - a. Safety tests
 - b. Fire service testing
 - c. Emergency power testing (if present)
- C. Review of recommended upgrades/ Capital Planning
- D. Review of client concerns
- E. Review of contractor's corrective action plan and timing
- F. A report consisting of meeting minutes and consultant's recommendations resulting from the discussion will be issued within 30 days after the meeting.

PHASE 5 – PERIODIC REVIEW MEETINGS AND QUALITY CONTROL EVALUATIONS

- A. Meet with the client and vendor a minimum of one time each year (or more often if requested) attend in addition to the annual review noted under Phase 4 to review the vendors performance.
- B. Prior to each meeting a Quality Control Evaluation on one randomly selected unit will be performed as outlined below:
 - 1. Check operation and physical condition of hoisting equipment, control systems, door apparatus, operating and signal fixtures.

2. Review housekeeping practices, record test dates based on equipment tags and audit wiring diagrams and/or other record documents stored on site.
 3. Record operating performances.
 4. Issue an Audit Score on each unit.
- C. After each meeting, issue a Quality Control Evaluation report for the unit audited, that will include maintenance deficiencies, operating efficiencies, our recommendations applicable to these units and/or how it compares to established contract standards.
- D. Follow-up inspections of the units previously surveyed to confirm all identified maintenance deficiencies have been corrected by the contractor will be performed on an hourly basis if requested by the client.
- E. Each meeting with the contractor will cover the following topics:
1. Review callback reports
 2. Safety test review
 3. State inspection deficiencies
 4. Maintenance performance
 5. Miscellaneous performance topics
 6. Review contractors plan to correct deficiencies
- F. A report consisting of meeting minutes and consultant's recommendations resulting from the discussion will be issued within 14 days after the meeting.

PHASE 6 – MAINTENANCE MANAGEMENT/MONITORING

- A. Monthly or as agreed we will perform the following on a timecard basis not to exceed six (6) hours/year:
1. Review all invoices for compliance with contract requirements. Non-compliant invoices will be returned to the vendor for correction or credit. and provide a spread sheet overview of invoices and status will be provided.
 2. Access contractor's online Maintenance Control system, to monitor callbacks, repair status and elevator up-time.
 3. Review maintenance contract performance criteria and ensure contractor is meeting requirements and fulfilling contractual obligations.

4. Review and if required inspect all major maintenance repairs performed by the Contractor each month, as well as prepare and manage repair schedules.

IV. FEE

- A. The fee will be a total not to exceed amount of \$28,150.00, broken down by the following phases:

1. Phase 1 – Document Preparation fee will be the lump sum of \$4,760.00, payable in installments as follows: 90% upon issuance of the draft specification / 10% upon issuance of the final specification.
2. Phase 2 – Bid Review fee will be the lump sum of \$4,700.00, payable upon issuance of the bid comparison analysis.
3. Phase 3 – Contractor Interview Meetings fee will be the lump sum of \$2,820.00, payable as work is performed.
4. Phase 4 – Annual Performance Reviews will be a lump sum of \$5,640.00 per year.
5. Phase 5 – Periodic Review Meetings & Quality Control Evaluations fee will be \$2,820.00 per meeting with a minimum of one (1) meeting in addition to the annual review noted in Phase 3. Additional meetings may be requested by the client as needed.
6. Phase 6 – Maintenance Management/Monitoring will be hourly as requested with a minimum of 6 hours per year ($6 \times \$235.00 = \$1,410.00$).

- B. Reimbursable expenses:

1. Living and traveling expenses for any travel outside the St. Louis Metropolitan area will be billed at cost with normal invoices and will be a not to exceed amount of \$6,000.00 (included in the total noted above) based on the scope noted above.

- C. Any meetings or additional consulting services requested and approved by the Client that is over and above the Scope of Work will be billed on a time card basis using our current rates with additional travel expenses at cost.

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

JACKSON COUNTY, MISSOURI

VAN DEUSEN & ASSOCIATES, INC.

Frank White, Jr.
County Executive

M. Wade Smith, CEO
Tax ID No. 22-2330816

APPROVED TO FORM:

ATTEST:

W. Stephen Nixon
County Counselor

Mary Jo Spino
Clerk of the Legislature

RECOMMENDED BY:

DATE:

Brian Gaddie, P.E.
Director of Public Works

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$100,155.00 which is hereby authorized.

Date

Chief Financial Officer
Account No. 001-5101-56790

Contract No. PC 51012017019

Elevator Consulting Services

Addendum No. 1 to VDA Agreement

Fee Summary

| Phase | Work | Fee | |
|-----------------|-------------------------------|------------|------------------|
| 1 | Bid Preparation | \$ | 4,760.00 |
| 2 | Bids Review | \$ | 4,700.00 |
| 3 | Bidder Interviews | \$ | 2,820.00 |
| 4 | Annual Pref Audit | \$ | 5,640.00 |
| 5 | Quarterly QC | \$ | 2,820.00 |
| 6 | As Requested Services | \$ | 1,410.00 |
| Expenses | | \$ | 6,000.00 |
| | Total Fee | \$ | 28,150.00 |
| | Cost per elevator (32) | \$ | 879.69 |

Jackson County, Missouri
Elevator Inventory
Invitation to Bid No. 6-16

Page 41 of 46

| No. | Location | Contact Person | Tel. No. | Equipment Description |
|-----|--|----------------|----------|--|
| 1 | JCH 415 E. 12th St. Kansas City, MO 64106 | Gary Hayes | 881-1615 | Montgomery No. 76266 |
| 2 | JCH 415 E. 12th St. Kansas City, MO 64106 | Gary Hayes | 881-1615 | Montgomery No. 76271 |
| 3 | JCH 415 E. 12th St. Kansas City, MO 64106 | Gary Hayes | 881-1615 | Montgomery No. 76267 |
| 4 | JCH 415 E. 12th St. Kansas City, MO 64106 | Gary Hayes | 881-1615 | Montgomery No. 76268 |
| 5 | JCH 415 E. 12th St. Kansas City, MO 64106 | Gary Hayes | 881-1615 | Montgomery No. 76269 |
| 6 | JCH 415 E. 12th St. Kansas City, MO 64106 | Gary Hayes | 881-1615 | Montgomery No. 76270 |
| 7 | JCH 415 E. 12th St. Kansas City, MO 64106 | Gary Hayes | 881-1615 | Otis No. 14496 (Traction V-Groove) |
| 8 | JCH 415 E. 12th St. Kansas City, MO 64106 | Gary Hayes | 881-1615 | Montgomery No. 76265 |
| 9 | DOC 1305 Locust Kansas City, MO 64106 | Norm Dennison | 881-4227 | Montgomery No. 4252 (Traction V-Groove, Geared Machine) |
| 10 | DOC 1305 Locust Kansas City, MO 64106 | Norm Dennison | 881-4227 | Esco X-50 No. C-75-522 Hydraulic |
| 11 | DOC 1300 Cherry Kansas City, MO 64106 | Norm Dennison | 881-4227 | Dover No. 4355 Traction #1 Inmate Elevator #C35410 S/N BG8176 |
| 12 | DOC 1300 Cherry Kansas City, MO 64106 | Norm Dennison | 881-4227 | Dover No. 4356 Traction #2 Inmate Elevator #C35410 S/N BG8177 |
| 13 | DOC 1300 Cherry Kansas City, MO 64106 | Norm Dennison | 881-4227 | Dover Elevator #3 Inmate Elevator S/N CG8178 |
| 14 | DOC 1300 Cherry Kansas City, MO 64106 | Norm Dennison | 881-4227 | Dover No. 4357 Traction Service Elevator S/N C35413 |
| 15 | DOC 1300 Cherry Kansas City, MO 64106 | Norm Dennison | 881-4227 | Dover No. 4358 Traction #1 Visitor Elevator S/N C34511 |
| 16 | DOC 1300 Cherry Kansas City, MO 64106 | Norm Dennison | 881-4227 | Dover No. 4359 Traction #2 Visitor Elevator S/N C35412 |
| 17 | DOC 1315 Locust Kansas City, MO 64106 | Norm Dennison | 881-4227 | Dover No. 4360 Hydraulic East Passenger S/N E67973 |
| 18 | DOC 1315 Locust Kansas City, MO 64106 | Norm Dennison | 881-4227 | Dover No. 4361 Hydraulic West Passenger S/N E67974 |
| 19 | DOC 1315 Locust Kansas City, MO 64106 | Norm Dennison | 881-4227 | Dover No. 4362 Hydraulic Inmate Elevator S/N E67975 |
| 20 | DOC 1315 Locust Kansas City, MO 64106 | Norm Dennison | 881-4227 | Dover No. 4363 Hydraulic Judges Elevator S/N E67976 |
| 21 | DOC 1300 Cherry Kansas City, MO 64106 | Norm Dennison | 881-4227 | Dover Logic Master Hydraulic #1 Visitor Elevator Annex S/N EH4853 |
| 22 | DOC 1300 Cherry Kansas City, MO 64106 | Norm Dennison | 881-4227 | Dover Logic Master Hydraulic #2 Visitor Elevator Annex S/N EH4854 |
| 23 | DOC 1300 Cherry Kansas City, MO 64106 | Norm Dennison | 881-4227 | Dover Logic Master Hydraulic #1 Inmate Elevator Annex S/N EH4855 |
| 24 | DOC 1300 Cherry Kansas City, MO 64106 | Norm Dennison | 881-4227 | Dover Logic Master Hydraulic #2 Inmate Elevator Annex S/N EH4856 |
| 25 | DOC 1300 Cherry Kansas City, MO 64106 | Norm Dennison | 881-4227 | Dover Logic Master Hydraulic Service Elevator Annex S/N EH4857 |
| 26 | EICCH 308 W. Kansas Independence MO 64050 | Gary Hayes | 881-1615 | Refiner No. 46277 Glove Controller E.2D.458-SC Hydraulic |
| 27 | EICCH 308 W. Kansas Independence MO 64050 | Gary Hayes | 881-1615 | Dover No. E-35326 Controller DW-13848 Power Panel CW-12612 Hydraulic |
| 28 | EICCH 308 W. Kansas Independence MO 64050 | Gary Hayes | 881-1615 | Schindler No. 22467 Hydraulic Elevator |
| 29 | 112 W. Lexington Independence MO 64050 | Gary Hayes | 881-1615 | Otis Gen 2 Machine #615077 S/N MF024015 Type 3.2T |
| 30 | 215 N. Liberty Independence MO 64050 | Gary Hayes | 881-1615 | Esco/Ecco Hydro, 3 Landings, 3 Front Openings |
| 31 | 107 Osage Street Sibley, MO 64088 | Steve Wilson | 650-3452 | Kone MX Series, Microprocessor, Hydraulic S/N 202475591 |
| 32 | Sheriff's 4001 NE Lakewood, Lees Summit MO 64064 | David Epperson | 524-4302 | Westinghouse No. 3343 Hydraulic |

Invitation to Bid No. 9-16

Jackson County, Missouri

REQUEST FOR LEGISLATIVE ACTION


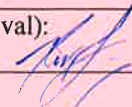
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19831

Sponsor(s): Dennis Waits

Date: April 23, 2018

| | | | | | | | | | | | |
|---|---|---|-------------|--|-----|--|-------------|--|-------------|---|-----------|
| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Approval of Addendum No. 1 to the Agreement with Van Deusen and Associates, Inc and authorizing the county executive to execute the addendum.</u></p> | | | | | | | | | | |
| BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i> | <table border="1" data-bbox="316 562 1201 892"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$28,150.00</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$28,150.00</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$28,150.00</td></tr><tr><td>Source of funding (name of fund) and account code number; 001-1204-6510 \$7,013.00 001-1205-6510 \$6,158.00 001-1210-6510 \$14,979.00</td><td>FROM ACCT</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input 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: | \$28,150.00 | Amount previously authorized this fiscal year: | \$0 | Total amount authorized after this legislative action: | \$28,150.00 | Amount budgeted for this item * (including transfers): | \$28,150.00 | Source of funding (name of fund) and account code number; 001-1204-6510 \$7,013.00 001-1205-6510 \$6,158.00 001-1210-6510 \$14,979.00 | FROM ACCT |
| Amount authorized by this legislation this fiscal year: | \$28,150.00 | | | | | | | | | | |
| Amount previously authorized this fiscal year: | \$0 | | | | | | | | | | |
| Total amount authorized after this legislative action: | \$28,150.00 | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | \$28,150.00 | | | | | | | | | | |
| Source of funding (name of fund) and account code number; 001-1204-6510 \$7,013.00 001-1205-6510 \$6,158.00 001-1210-6510 \$14,979.00 | FROM ACCT | | | | | | | | | | |
| PRIOR LEGISLATION | <p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): R19493 dated: 6/5/17 Awarded Contract</p> | | | | | | | | | | |
| CONTACT INFORMATION | <p>RLA drafted by (name, title, & phone): Earl Newill, Chief Engineer, 401-6401 cell</p> | | | | | | | | | | |
| REQUEST SUMMARY | <p>The County entered into an agreement with Van Deusen and Associates (VDA) to prepare bid documents and oversee the modernization of the Kansas city courthouse elevators. The current elevator maintenance term and supply contract has or will expire soon. VDA has offered to prepare a maintenance specification and oversee the bidding of a new maintenance contract for all county elevators. There are 32 elevators requiring maintenance, see the attached list. An addendum to VDA's agreement has been prepared to 1) prepare a maintenance bid specification, attend the pre-bid conference, promote bidders, review and assist purchasing with the recommending the best proposal, 2) conduct an annual performance review, and 3) conduct mid-year quality control evaluation, be available to review contractor billing, and other trouble shooting as may be requested. See complete listing of scope of work in the addendum.</p> <p>We therefore request that addendum No. 1 be approved and that the county executive be authorized to execute the addendum.</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 | Addendum No. 1, List of Elevators | |
| REVIEW | Department Director:  Finance (Budget Approval):  <i>If applicable</i> Division Manager: County Counselor's Office: | Date: 4.4.18 Date: 4/10/18 Date: Date: |

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

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

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
| | | |

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

Fiscal Note:

This expenditure was included in the Annual Budget.

PC#

Date: April 10, 2018

RES # 19831

Department / Division

| <u>Character/Description</u> | <u>Frequency</u> |
|--|------------------|
| 1. The character is a young man named John Doe. | 10 |
| 2. He is a student at the University of California. | 8 |
| 3. He is studying for his degree in Computer Science. | 7 |
| 4. He is a member of the university's debate team. | 6 |
| 5. He is a member of the university's chess team. | 5 |
| 6. He is a member of the university's basketball team. | 4 |
| 7. He is a member of the university's soccer team. | 3 |
| 8. He is a member of the university's tennis team. | 2 |
| 9. He is a member of the university's swimming team. | 1 |
| 10. He is a member of the university's track and field team. | 1 |

Not to Exceed

001 General Fund

| | | | | | |
|------|-----------------------|-------|-----------------------------|----|-------|
| 1204 | Fac. Mgmt Kansas City | 56510 | Maint. & Repair - Buildings | \$ | 7,013 |
|------|-----------------------|-------|-----------------------------|----|-------|

| | | | | |
|------|------------------------|-------|-----------------------------|-------|
| 1205 | Fac. Mgmt Independence | 56510 | Maint. & Repair - Buildings | 6,158 |
|------|------------------------|-------|-----------------------------|-------|

| | | | | |
|------|----------------------------------|-------|-----------------------------|--------|
| 1210 | Fac. Mgmt. Correctional Facility | 56510 | Maint. & Repair - Buildings | 14,979 |
|------|----------------------------------|-------|-----------------------------|--------|

\$ 28,150

~~Budget Officer~~

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a thirty-six month term and supply contract for the furnishing of POTS telephone line services for use by Parks + Rec Department to AT&T of Kansas City, MO, as a sole source purchase.

RESOLUTION NO. 19832, April 23, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department manages fifty-nine phone lines that do not use the VoIP technology, but rather rely on what are known as POTS (plain old telephone service) lines; and,

WHEREAS, a proposed new agreement with AT&T will reduce the annual costs for these lines from \$100,000.00 to \$38,000.00, resulting in an annual savings of \$62,000.00; and,

WHEREAS, section 1030.1, Jackson County Code, 1984, the Department of Finance and Purchasing recommends the award of a thirty-six month term and supply contract for POTS telephone line services for the Parks + Rec Department to AT&T of Kansas City, MO, as a sole source purchase, for the reason that AT&T is the owner of the connecting lines and thus the only available POTS provider; now therefore,

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

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19832 of April 23, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

4/19/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19832

Sponsor(s): Tony Miller

Date: April 23, 2018

| | | | | | | | | | | | |
|--|---|---|--|--|--|--|--|--|--|---|--|
| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Thirty-Six Month Term and Supply Contract for POTS Telephone Line Services for the Parks + Rec Department to AT & T of Kansas City, Missouri as a Sole Source purchase.</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></td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td></td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td></td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department Parks + Rec Department Estimated Use \$42,000</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | | Amount previously authorized this fiscal year: | | Total amount authorized after this legislative action: | | Amount budgeted for this item * (including transfers): | | Source of funding (name of fund) and account code number: | |
| Amount authorized by this legislation this fiscal year: | | | | | | | | | | | |
| Amount previously authorized this fiscal year: | | | | | | | | | | | |
| Total amount authorized after this legislative action: | | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | | | | | | | | | | | |
| Source of funding (name of fund) and account code number: | | | | | | | | | | | |
| PRIOR LEGISLATION | <p>Prior ordinances and (date): Prior resolutions and (date): N/A</p> | | | | | | | | | | |
| CONTACT INFORMATION | <p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p> | | | | | | | | | | |
| REQUEST SUMMARY | <p>The Parks + Rec Department has 59 phone lines that are not VoIP lines, also known as POTS lines. The new agreement with AT & T will reduce the annual costs for these lines from \$100,000 to \$42,000 resulting in a \$58,000 annual savings. The POTS Telephone Line Services is considered a Sole Source purchase because AT & T owns the "last mile" of telecommunications line leading to the County's premises.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Purchasing Department recommends the award of a Thirty-Six Month Term and Supply Contract for POTS Telephone Line Services for the Parks + Rec Department to AT & T of Kansas City, Missouri as a Sole Source purchase.</p> | | | | | | | | | | |
| CLEARANCE | <p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input checked="" 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> | | | | | | | | | | |
| COMPLIANCE | <p><input type="checkbox"/> MBE Goals – N/A <input type="checkbox"/> WBE Goals – N/A <input type="checkbox"/> VBE Goals – N/A</p> | | | | | | | | | | |
| ATTACHMENTS | <p>Memorandum from Dianne Kimzey of the Parks + Rec Department and the pertinent pages of AT & T's agreement</p> | | | | | | | | | | |
| REVIEW | <p>Department Director: _____ Date: _____</p> | | | | | | | | | | |
| | <p>Finance (Budget Approval): _____ Date: <u>4/17/18</u> <i>If applicable</i></p> | | | | | | | | | | |
| | <p>Division Manager: _____ Date: _____</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.

**JACKSON COUNTY
Parks + Rec**

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

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

MEMORANDUM

TO: Barbara Casamento, Purchasing Department
FROM: Dianne Kimzey, Parks + Rec Department
DATE: April 17, 2018
RE: AT&T agreement

The Parks Department would like to enter into a 36 month agreement with AT&T for set business calling rates for the analog lines currently being utilized by the Department. The Department has listed 59 lines on the agreement.

With the reduced line cost stated in the agreement, the total annual cost of this agreement would be around \$42,000. The total includes other fees that are normally assessed on telephone utility lines, not including long distance.

The reduced rate will be a considerable savings to the regular rate being assessed to the Department.



Frank White, Jr., County Executive



**AT&T BUSINESS LOCAL CALLING
ILEC Pricing Schedule
Provided Pursuant to Standard Service Publication Rates and Terms**

AT&T MA Reference No. ABNCMT-722416UA

| | |
|--|---|
| Customer | AT&T |
| Jackson County Parks and Recreation Street Address: 22807 SW Woods Chapel Rd City: Blue Springs State/Province: MO Zip Code: 64015 Country: USA | The applicable AT&T ILEC Service-Providing Affiliate |
| Customer Contact (for Notices) | AT&T Contact (for Notices) |
| Name: Andrea Marshel Title: Accounts Payable Street Address: 22807 SW Woods Chapel Rd City: Blue Springs State/Province: MO Zip Code: 64105 Country: US Telephone: 816 503-4828 Fax: Email: amarshal@jscksongov.org Customer Account Number or Master Account Number: 314 A55-0055 718 | Name: Preston Smith Street Address: 2121 E 63rd St City: Kansas City State/Province: MO Zip Code: 64130 Country: US Telephone: 816 223-9496 Fax: Email: ps056n@att.com Sales/Branch Manager: John Fox SCVP Name: Jeff Maggi Sales Strata: GEM Sales Region: West <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <u>mast@att.com</u> |
| AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/> | |
| Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code | |

This AT&T Business Local Calling ILEC Pricing Schedule is part of the Agreement referenced above. This Pricing Schedule is not assignable or otherwise transferable, nor may it be assumed in any manner, unless otherwise required by law or regulation.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

| | |
|--|--|
| Customer (by its authorized representative) | AT&T (by its authorized representative) |
| By: | By: |
| Printed or Typed Name: | Printed or Typed Name: |
| Title: | Title: |
| Date: | Date: |

AT&T BUSINESS LOCAL CALLING
ILEC Pricing Schedule
 Provided Pursuant to Standard Service Publication Rates and Terms

1. SERVICE, SERVICE PROVIDER and SERVICE DESCRIPTION

1.1 Service and Service Provider

| Business Package ("Service") | Service Providing Affiliate(s) and Service Publication(s), as applicable |
|-------------------------------------|--|
| AT&T Business Local Calling ("BLC") | Listed in Attachment A |

1.2 Service Description - Available Line Option Package(s); Service Components

| |
|---|
| Identified for the Service in applicable Service Publication(s) |
|---|

1.3 Eligible Billing Telephone Numbers (BTNs)

| |
|------------------|
| See Attachment B |
|------------------|

2. PRICING SCHEDULE TERM and EFFECTIVE DATES

| | |
|---|--|
| Pricing Schedule Term ("Term") | 36 Months |
| Term Start Date | The next calendar day following initial implementation of Service in the applicable AT&T systems |
| Effective Date of Rates, Discounts and Billing | Per Billing Telephone Number ("BTN"), on the next calendar day immediately following implementation of applicable Line Option Package in the applicable AT&T systems |
| Rates Following Termination or Expiration of the Term | Applicable Service Publication rates in effect at time of termination or expiration |

3. RATES and INITIAL ORDER

3.1. Line Option Packages - Monthly Rates

Package pricing does not include Additional Service Components as identified in the applicable Service Publication.

| Line Option Packages | State Availability | Prices Per BLC Access Line, Per Month – 12 Month Term | Prices Per BLC Access Line, Per Month – 24 Month Term | Prices Per BLC Access Line, Per Month – 36 Month Term |
|------------------------|--|---|---|---|
| Unlimited A (Option A) | AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NV, OH, OK, SC, TN, TX, WI | \$39.00 | \$38.00 | \$37.00 |
| Unlimited B (Option B) | AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NV, OH, OK, SC, TN, TX, WI | \$34.00 | \$33.00 | \$32.00 |

AT&T BUSINESS LOCAL CALLING
ILEC Pricing Schedule
Provided Pursuant to Standard Service Publication Rates and Terms

3.2. Additional Service Components (Vertical Features) - Monthly Rates and Non-recurring Charges

| Each Additional Service Component – Vertical Feature (as identified in the applicable Service Publication) | Monthly Rate | Installation Non-recurring Charge (NRC) |
|--|--------------|---|
| Per BLC access line | \$3.00 | As per applicable Service Publication |

3.3 Waiver of Non-Recurring Charges (NRCs) During Term

| Waived Charges | Month of Term in which Charge is Waived |
|--|--|
| NRC for establishing a BLC access line | Any |
| NRC for adding or removing Hunting | Any |
| NRC for Additional Service Components | First month, only for Customer's initial order |

3.4 Quantity Commitment and Shortfall Adjustment Charge

| | |
|--|--------------------------------|
| Number of BLC access lines subscribed to on the initial order associated with BTNs listed in Attachment B ("Quantity Commitment"): | Quantity Commitment: 20 |
| In any month during the Term, Customer must maintain 80% of the applicable Quantity Commitment(s)(active and not on suspension), or a Shortfall Adjustment Charge applies: $\text{Shortfall Adjustment Charge} = \$10.00 \times ([80\% \times \text{Quantity Commitment}] - \text{current number of Lines contributing to that Quantity Commitment})$ | |

4. EARLY TERMINATION CHARGE

If Customer terminates the Pricing Schedule before the expiration of the Pricing Schedule Term, Customer will pay the Early Termination Charge below, unless Customer concurrently replaces this Pricing Schedule with an AT&T ILEC business local exchange service agreement with a term equal or greater than the Pricing Schedule Term under this Pricing Schedule and a line commitment, as determined by AT&T, equal or greater than Quantity Commitment under this Pricing Schedule

| Service Components | State for Customer's Main BTN identified on Attachment B | Rate for Early Termination Charges |
|--|--|---------------------------------------|
| BLC access lines subject to Quantity Commitment | AL, AR, CA, FL, GA, IN, KS, KY, LA, MO, MS, NC, NV, OH, OK, SC, TN, TX, WI | \$15.00 |
| | Illinois | \$6.50 |
| | Michigan | \$9.50 |
| Main BTN: 314 A55-0055 718 | | State of Main BTN: (ex: IL) MO |
| $\text{Early Termination Charge} = (\text{Rate for Early Termination Charges}) \times (\text{Quantity Commitment}) \times (\text{number of months remaining in Term})$ | | |

The termination charges above may not apply if Customer terminates all or a portion of the Service for purposes of a migration to a qualifying AT&T Business Voice over IP (VoIP) Service or AT&T Mobility Service as such migration is defined in the Service Publication.

5. GENERAL PROVISIONS

- Additional BLC access lines under a BLC account may be ordered during the Term.
- BLC access lines subscribed under a Line Option Package may not be placed on Customer-initiated temporary suspension.

Attachments A and B follow

AT&T BUSINESS LOCAL CALLING
ILEC Pricing Schedule
Provided Pursuant to Standard Service Publication Rates and Terms

ATTACHMENT A

AT&T ILEC SERVICE PROVIDING AFFILIATES and SERVICE PUBLICATION(S), AS APPLICABLE

| Service Provider(s) | Service Publication(s) (incorporated by reference) | Service Publication Location(s) |
|--------------------------------|---|--|
| AT&T Alabama | AT&T Alabama Service Publications, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/al/product_line.htm |
| AT&T Arkansas | AT&T Arkansas Guidebook, including Part 4, Sec. 5 | http://cpr.att.com/guidebook/ar/index.html |
| AT&T California | AT&T California Guidebook, including Part 4, Sec. 5 and Part 8, Sec. 8 AT&T California Out of Territory Guidebook, incl. Part 4, Sec. 5 and Part 8, Sec. 8 | http://cpr.att.com/guidebook/ca/index.html http://cpr.att.com/guidebook/cf/index.html |
| AT&T Florida | AT&T Florida Guidebooks, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/fl/product_line.htm |
| AT&T Georgia | AT&T Georgia Service Publications, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/ga/product_line.htm |
| AT&T Illinois | AT&T Illinois Guidebook, including Part 4, Section 5 | http://cpr.att.com/guidebook/il/index.html |
| AT&T Indiana | AT&T Indiana Guidebook, including Part 4, Sec. 5 | http://cpr.att.com/guidebook/in/index.html |
| AT&T Kansas | AT&T Kansas Guidebook, including Part 4, Section 5 | http://cpr.att.com/pdf/ks/index.html |
| AT&T Kentucky | AT&T Kentucky Service Publications, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/ky/product_line.htm |
| AT&T Louisiana | AT&T Louisiana Service Publications, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/la/product_line.htm |
| AT&T Michigan | AT&T Michigan Guidebook, including Part 4, Sec. 5 | http://cpr.att.com/guidebook/mi/index.html |
| AT&T Mississippi | AT&T Mississippi Service Publications, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/ms/product_line.htm |
| AT&T Missouri | AT&T Missouri Guidebook, including Part 4, Section 5 | http://cpr.att.com/guidebook/mo/index.html |
| AT&T Nevada | AT&T Nevada Guidebook, including Part 2, Sec. 12.19 and Part 8, Sec. 8 | http://cpr.att.com/guidebook/nv/index.html |
| AT&T North Carolina | AT&T North Carolina Service Publications, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/nc/product_line.htm |
| AT&T Ohio | AT&T Ohio Guidebook, including Part 4, Sec. 5 | http://cpr.att.com/guidebook/oh/index.html |
| AT&T Oklahoma | AT&T Oklahoma Guidebook, including Part 4, Section 5 | http://cpr.att.com/guidebook/ok/index.html |
| AT&T South Carolina | AT&T South Carolina Service Publications, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/sc/product_line.htm |
| AT&T Tennessee | AT&T Tennessee Service Publications, including General Exchange Guidebook, Sec. A3 | http://cpr.att.com/pdf/tn/product_line.htm |
| AT&T Texas | AT&T Texas Guidebook, including Part 4, Section 5 | http://cpr.att.com/guidebook/tx/index.html |
| AT&T Wisconsin | AT&T Wisconsin Guidebook, including Part 4, Sec. 5 | http://cpr.att.com/guidebook/wg/index.html |

AT&T BUSINESS LOCAL CALLING
ILEC Pricing Schedule
Provided Pursuant to Standard Service Publication Rates and Terms

ATTACHMENT B
BILLING TELEPHONE NUMBER (BTN) LIST

(All Lines under each BTN must be subscribed to a Line Option Package.)

- ☐ X check this box if BTNs are located on an excel form and this page is blank.
The Attachment B excel form must be submitted with the contract.

Customer: Jackson County Parks and Recreation

| Area Code, Prefix, Line #, (no dashes, example: 312 555 1234, or 3122551234) | BTN State (ex: FL) | Check For Winback |
|--|-----------------------|--------------------------|
| | | <input type="checkbox"/> |
| | | <input type="checkbox"/> |
| | | <input type="checkbox"/> |
| | | <input type="checkbox"/> |
| | | <input type="checkbox"/> |

| Area Code, Prefix, Line #, (no dashes, example: 312 555 1234, or 3122551234) | BTN State (ex: FL) | Check For Winback |
|--|-----------------------|--------------------------|
| | | <input type="checkbox"/> |
| | | <input type="checkbox"/> |
| | | <input type="checkbox"/> |
| | | <input type="checkbox"/> |
| | | <input type="checkbox"/> |

***Required Fields**

ATTACHMENT B
BILLING TELEPHONE NUMBER (BTN) LIST

(All Lines under each BTN must subscribe to a Line Option Package)

| | |
|--|---------------------------------|
| State of Main BTN: (ex: IL) | Main BTN: NPANXXXXXX |
| ST | 314 A55-0055 |

| Midwest BTN State (IL, IN, MI, OH, WI) | Area Code, Prefix, Line # (no dashes, example: 312 555 1234 or 3122551234) NPANXXXXXX | Mark "x" for Winback |
|--|--|----------------------------|
| MO | 763 5130 810 | |
| MO | 763 5241 810 | |
| MO | 763-5302 810 | |
| MO | 765-2842 113 | |
| MO | 761-9446 113 | |
| MO | 763-3500 113 | |
| MO | 765-2193 113 | |
| MO | 765-7831 113 | |
| MO | 767-0727 412 | |
| MO | 795-5784 585 | |
| MO | 765-4326 159 | |
| MO | 767-8997 403 | |
| MO | 767-9173 403 | |
| MO | 795-0822 158 | |
| MO | 795-1112 100 | |
| MO | 795-8094 100 | |
| MO | 795-8398 100 | |
| MO | 795-1091 484 | |
| MO | 503-4898 484 | |

[illegible]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$15,004.00 within the 2018 General Fund, \$1,000.00 within the 2018 Health Fund, \$900.00 within the 2018 Park Fund, \$3,340.00 within the 2018 Special Road & Bridge Fund, and \$35.00 within the 2018 Assessment Fund.

RESOLUTION NO. 19833, April 23, 2018

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, there are numerous shortfalls within the 2018 Jackson County budget in several departments, to pay for charge-backs by the Office Services Unit to compensate for its services; and,

WHEREAS, by Ordinance 5062, dated December 6, 2017, the Legislature did establish certain Reserve Accounts for certain budget lines within the 2018 County budget; and,

WHEREAS, certain funds appropriated in such Reserve Accounts within the 2018 General Fund, Health Fund, Park Fund, Special Road and Bridge Fund, and Assessment Fund are needed to cover the costs of Office Services charge-backs; and,

WHEREAS, there are numerous disputes between the County Executive and the Legislature regarding the validity of Ordinance 5062, relating to its construction and interpretation, and multiple related issues; and,

WHEREAS, the Chief Administrative Officer has recommended the adoption of this Resolution, without waiving any previous position taken in reliance upon the

memorandum of the County Counselor dated December 22, 2017, regarding Ordinance 5062, and without waiving any position taken in reliance upon other legal memorandums provided by the Office of the County Counselor; and,

WHEREAS, the Legislature recognizes that funds identified as Reserve Funds in the adopted 2018 budget within the General Fund, Health Fund, Park Fund, Special Road and Bridge Fund, and Assessment Fund are required to be designated for use by the various County departments for Office Services charge-backs; and,

WHEREAS, the Chief Administrative Officer has requested that the funds identified in this Resolution be made available for such use by various County departments within the 2018 budget; and,

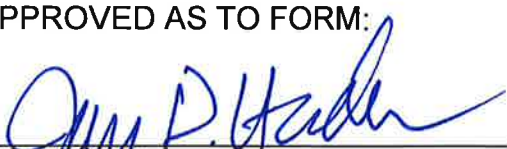
WHEREAS the Legislature agrees that funds described in this Resolution should be made available for such use by posting to certain budget line items in various non-departmental budgets or otherwise for calendar year 2018 by the Finance and Purchasing Department; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfers or equivalent documentation/identification, to accomplish posting of the funds in County's budget management system so that the funds are available for immediate use and expenditure within the 2018 budget, be and hereby are authorized:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|----------------------------|---------------------------------|-------------|-----------|
| General Fund | | | |
| Reserve | | | |
| 001-8006 | 56835 – Reserve Operating | \$15,004 | |
| Non-Departmental | | | |
| 001-1501 | 56240 – Office Services Charges | | \$15,004 |
| Health Fund | | | |
| Reserve | | | |
| 002-8006 | 56835- Reserve Operating | \$ 1,000 | |
| Non-Departmental | | | |
| 002-5102 | 56240- Office Services Charges | | \$ 1,000 |
| Park Fund | | | |
| Reserve | | | |
| 003-8006 | 56835- Reserve Operating | \$ 900 | |
| Non-Departmental | | | |
| 003-5103 | 56240- Office Services Charges | | \$ 900 |
| Special Road& Bridge Fund | | | |
| Reserve | | | |
| 004-8006 | 56835- Reserve Operating | \$ 3,340 | |
| Non-Departmental | | | |
| 004-5104 | 56240- Office Services Charges | | \$ 3,340 |
| Assessment Fund | | | |
| Reserve | | | |
| 045-8006 | 56835- Reserve Operating | \$ 35 | |
| Non-Departmental | | | |
| 045-4500 | 56240- Office Services Charges | | \$ 35 |

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. 19833 of April 23, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for the above-described transfer or equivalent documentation and/or identification to accomplish posting of the funds in the County's budget management system so that the funds are available for immediate use and expenditure are available in the sources indicated below.

ACCOUNT NUMBER: 001 8006 56835
ACCOUNT TITLE: General Fund
Reserve Operating
NOT TO EXCEED: \$15,004.00

ACCOUNT NUMBER: 002 8006 56835
ACCOUNT TITLE: Health Fund
Reserve Operating
NOT TO EXCEED: \$1,000.00

ACCOUNT NUMBER: 003 8006 56835
ACCOUNT TITLE: Park Fund
Reserve Operating
NOT TO EXCEED: \$900.00

ACCOUNT NUMBER: 004 8006 56835
ACCOUNT TITLE: Special Road & Bridge Fund
Reserve Operating
NOT TO EXCEED: \$3,340.00

ACCOUNT NUMBER: 045 8006 56835
ACCOUNT TITLE: Assessment Fund
Reserve Operating
NOT TO EXCEED: \$35.00

4/19/18
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19833

Sponsor(s): Dennis Waits

Date: April 23, 2018

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|---|----------|--|---------------|--|----------|--|-------|---|--|------------|--------|------------------------------------|-----------|------------------------------------|----------|------------------------------------|--------|------------------------------------|----------|------------------------------------|-------|----------|--------|--------------------------------|-----------|--------------------------------|----------|--------------------------------|--------|--------------------------------|----------|--------------------------------|-------|
| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A Resolution to transfer \$20,279 within the General, Health, Park, Special Road & Bridge, and Assessment Funds for the cost of Office Services.</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>\$20,279</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>\$20,279</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td></td></tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number;</td></tr> <tr> <td>FROM ACCT:</td><td>AMOUNT</td></tr> <tr> <td>001-8006-56835 Reserve - Operating</td><td>\$ 15,004</td></tr> <tr> <td>002-8006-56835 Reserve - Operating</td><td>\$ 1,000</td></tr> <tr> <td>003-8006-56835 Reserve - Operating</td><td>\$ 900</td></tr> <tr> <td>004-8006-56835 Reserve - Operating</td><td>\$ 3,340</td></tr> <tr> <td>045-8006-56835 Reserve - Operating</td><td>\$ 35</td></tr> <tr> <td>TO ACCT:</td><td>AMOUNT</td></tr> <tr> <td>001-5101-56240 Office Services</td><td>\$ 15,004</td></tr> <tr> <td>002-5102-56240 Office Services</td><td>\$ 1,000</td></tr> <tr> <td>003-5103-56240 Office Services</td><td>\$ 900</td></tr> <tr> <td>004-5104-56240 Office Services</td><td>\$ 3,340</td></tr> <tr> <td>045-4500-56240 Office Services</td><td>\$ 35</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: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | \$20,279 | Amount previously authorized this fiscal year: | | Total amount authorized after this legislative action: | \$20,279 | Amount budgeted for this item * (including transfers): | | Source of funding (name of fund) and account code number; | | FROM ACCT: | AMOUNT | 001-8006-56835 Reserve - Operating | \$ 15,004 | 002-8006-56835 Reserve - Operating | \$ 1,000 | 003-8006-56835 Reserve - Operating | \$ 900 | 004-8006-56835 Reserve - Operating | \$ 3,340 | 045-8006-56835 Reserve - Operating | \$ 35 | TO ACCT: | AMOUNT | 001-5101-56240 Office Services | \$ 15,004 | 002-5102-56240 Office Services | \$ 1,000 | 003-5103-56240 Office Services | \$ 900 | 004-5104-56240 Office Services | \$ 3,340 | 045-4500-56240 Office Services | \$ 35 |
| Amount authorized by this legislation this fiscal year: | \$20,279 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Amount previously authorized this fiscal year: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total amount authorized after this legislative action: | \$20,279 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Source of funding (name of fund) and account code number; | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FROM ACCT: | AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001-8006-56835 Reserve - Operating | \$ 15,004 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 002-8006-56835 Reserve - Operating | \$ 1,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 003-8006-56835 Reserve - Operating | \$ 900 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 004-8006-56835 Reserve - Operating | \$ 3,340 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 045-8006-56835 Reserve - Operating | \$ 35 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TO ACCT: | AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001-5101-56240 Office Services | \$ 15,004 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 002-5102-56240 Office Services | \$ 1,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 003-5103-56240 Office Services | \$ 900 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 004-5104-56240 Office Services | \$ 3,340 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 045-4500-56240 Office Services | \$ 35 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PRIOR LEGISLATION | <p>Prior ordinances and (date): 5062, 12-6/17 Prior resolutions and (date):</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CONTACT INFORMATION | <p>RLA drafted by (name, title, & phone): Mark Lang, Budget Officer, 881-3851</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REQUEST SUMMARY | <p>A Resolution to transfer \$20,279 from the General, Health, Park, Special Road & Bridge, and Assessment Fund Reserve Accounts for the cost of office services (printing, binding, etc.) that are completed by the Purchasing Department.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CLEARANCE | <p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ATTACHMENTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REVIEW | <table border="1"> <tr> <td>Department Director:</td><td>Date:</td></tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td><td>Date: 4/23/18</td></tr> <tr> <td>Division Manager:</td><td>Date:</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table> | Department Director: | Date: | Finance (Budget Approval): <i>If applicable</i> | Date: 4/23/18 | Division Manager: | Date: | County Counselor's Office: | Date: | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Department Director: | Date: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Finance (Budget Approval): <i>If applicable</i> | Date: 4/23/18 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Division Manager: | Date: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| County Counselor's Office: | Date: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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

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

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
| | | |

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

Fiscal Note:


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

PC# _____

Date: April 13, 2018

RES # 19833

| Department / Division | Character/Description | From | To |
|---|-------------------------------|------------------|------------------|
| 001 General Fund | | | |
| 8006 Reserve | 56835 Reserve - Operating | \$ 15,004 | \$ - |
| 5101 Non-Departmental - General | 56240 Office Services Charges | | 15,004 |
| 002 Health Fund | | | |
| 8006 Reserve | 56835 Reserve - Operating | \$ 1,000 | \$ - |
| 5102 Non-Departmental - Health | 56240 Office Services Charges | | 1,000 |
| 003 Park Fund | | | |
| 8006 Reserve | 56835 Reserve - Operating | \$ 900 | \$ - |
| 5103 Non-Departmental - Park | 56240 Office Services Charges | | 900 |
| 004 Special Road & Bridge Fund | | | |
| 8006 Reserve | 56835 Reserve - Operating | \$ 3,340 | \$ - |
| 5104 Non-Departmental - Special R&B | 56240 Office Services Charges | | 3,340 |
| 045 Assessment Fund | | | |
| 8006 Reserve | 56835 Reserve - Operating | \$ 35 | \$ - |
| 4500 Non-Departmental - Assessment | 56240 Office Services Charges | | 35 |
| | | <u>\$ 20,279</u> | <u>\$ 20,279</u> |

 4/13/18
County Auditor / Budget Officer

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract on Bid No.15-18 for the purchase and installation of shade structures for Adair Park and the Kemper Outdoor Education Center within the Parks + Rec Department to Playpower LT Farmington of Leawood, KS, at an actual cost to the County not to exceed \$50,580.99.

RESOLUTION NO. 19834, April 23, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a need for shade structures for Adair Park and the Kemper Outdoor Education Center within the Parks + Rec Department; and,

WHEREAS, the Department of Finance and Purchasing has solicited bids on Invitation to Bid No. 15-18 for the purchase and installation of shade structures for Adair Park and the Kemper Outdoor Education Center; and,

WHEREAS, a total of seventy-six notifications were distributed and one response was received from the following:

| <u>VENDOR</u> | <u>BID</u> |
|--|-------------------|
| Playpower LT Farmington Leawood, KS | \$50,580.99 |

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Department of Finance and Purchasing recommends the award of a contract for the purchase and installation of shade structures at Adair Park and the Kemper Outdoor Education Center,

for use by Park + Rec Department to Playpower LT Farmington of Leawood, KS, under the terms and conditions of Invitation to Bid 15-18, as the lowest and best bid received; now therefore,

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

BE IT FURTHER RESOLVED that the Department 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. 19834 of April 23, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 003 1608 58060
ACCOUNT TITLE: Park Fund
Capital Projects
Other Improvements
NOT TO EXCEED: \$50,581.00

4/19/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19834

Sponsor(s): Tony Miller

Date: April 23, 2018

| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the Purchase and Installation of Shade Structures for Parks + Rec's Adair Park and Kemper Outdoor Education Center to Playpower LT Farmington of Leawood, Kansas under the Terms and Conditions of Invitation to Bid No. 15-18.</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>\$50,580.99</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>\$50,580.99</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$50,580.99</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>Funding Summary:</td><td></td></tr> <tr> <td>300-1608-58060 Park Enterprise Fund, Construction Services, Other Improvements</td><td>\$50,580.99</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department Estimated Use</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | \$50,580.99 | Amount previously authorized this fiscal year: | | Total amount authorized after this legislative action: | \$50,580.99 | Amount budgeted for this item * (including transfers): | \$50,580.99 | Source of funding (name of fund) and account code number: | | Funding Summary: | | 300-1608-58060 Park Enterprise Fund, Construction Services, Other Improvements | \$50,580.99 |
| Amount authorized by this legislation this fiscal year: | \$50,580.99 | | | | | | | | | | | | | | |
| Amount previously authorized this fiscal year: | | | | | | | | | | | | | | | |
| Total amount authorized after this legislative action: | \$50,580.99 | | | | | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | \$50,580.99 | | | | | | | | | | | | | | |
| Source of funding (name of fund) and account code number: | | | | | | | | | | | | | | | |
| Funding Summary: | | | | | | | | | | | | | | | |
| 300-1608-58060 Park Enterprise Fund, Construction Services, Other Improvements | \$50,580.99 | | | | | | | | | | | | | | |
| PRIOR LEGISLATION | <p>Prior ordinances and (date): Prior resolutions and (date): N/A</p> | | | | | | | | | | | | | | |
| CONTACT INFORMATION | <p>RLA drafted by (name, title, & phone): Kyle Brack, Sr. Buyer, 881-3265</p> | | | | | | | | | | | | | | |
| REQUEST SUMMARY | <p>The Parks + Rec Department requires the Purchase and Installation of Shade Structures at Adair Park and Kemper Outdoor Education Center as a part of their annual capital improvement projects. In response to this requirement, the Purchasing Department issued Invitation to Bid No. 15-18.</p> <p>A total of seventy-six (76) notifications were distributed and one (1) response was received. The one (1) bid received was evaluated as follows:</p> <table border="1"> <thead> <tr> <th>Item No.</th><th>Vendor</th><th>Project Grand Total</th></tr> </thead> <tbody> <tr> <td>1</td><td>Playpower LT Farmington</td><td>\$50,580.99</td></tr> </tbody> </table> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Contract for the Purchase and Installation of Shade Structures at Parks + Rec's Adair Park and Kemper Outdoor Education Center to Playpower LT Farmington of Leawood, Kansas as the lowest and best bid received.</p> | Item No. | Vendor | Project Grand Total | 1 | Playpower LT Farmington | \$50,580.99 | | | | | | | | |
| Item No. | Vendor | Project Grand Total | | | | | | | | | | | | | |
| 1 | Playpower LT Farmington | \$50,580.99 | | | | | | | | | | | | | |
| CLEARANCE | <p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A</p> <p><input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <i>N/A</i></p> <p><input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p> | | | | | | | | | | | | | | |

| | | | |
|-------------|--|------------------------|-------------------|
| COMPLIANCE | <input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals | | No Goals Assigned |
| ATTACHMENTS | Abstract of Bids Received, Award Recommendation Memorandum from Parks + Rec, and Playpower LT Farmington's quote sheet | | |
| REVIEW | Department Director: | <i>Michelle Lewman</i> | Date: 4-11-18 |
| | Finance (Budget Approval): If applicable: | <i>[Signature]</i> | Date: 4/11/18 |
| | Division Manager: | | Date: |
| | County Counselor's Office: | | Date: |

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

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

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
| | | |

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

This expenditure was included in the Annual Budget.

RES # 19834

Not to Exceed

\$ 50,581

9/11/18

\$ 50,581




JACKSON COUNTY
Parks + Rec

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

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

MEMORANDUM

TO: Kyle Brack, Purchasing Department
FROM: Dianne Kimzey, Parks + Rec Department 
DATE: April 11, 2018
RE: Recommendation for bid 15-18

The Parks + Rec Department would like to recommend Playpower LT Farmington for the shade structure bid, 15-18, in the amount of \$50,580.99

Funds are available in 300-1608-58060 for this capital project. Please proceed with the necessary action for approval of this purchase so the project can get underway soon.



Frank White, Jr., County Executive

9.0 QUOTATION

- 9.1 Quotation is to include all labor, materials, tools, equipment, and other ancillary expenses necessary to Furnish and Install the Shade Structures according the Scope of Work detailed in this Invitation to Bid herein. This quotation shall be all-inclusive and satisfactory for completing this project. The County will not reimburse for mileage, fuel expenses, freight, shipping, or expenses associated with travel to and from the worksite.

| No. | Description | Location | Quantity | Unit Quote | Total Quote |
|-----|---|---------------------------------|----------|----------------------------|--------------------------------|
| 1. | Furnishing and Installation of Shade Canopy | Adair Park | 3 | \$ 11,760. ³³ | \$ 35,280. ⁹⁹ |
| 2. | Furnishing and Installation of Shade Canopy | Kemper Outdoor Education Center | 1 | \$ 15,300.- | \$ 15,300.- |
| | | | | Project Grand Total | \$ 50,580.⁹⁹ |

| | |
|---------------|------------------------------------|
| Company: | PLAYDOWNER LT FARMINGTON USA SHADE |
| Name: | JOHN McMastea |
| Title: | SALES ASSOCIATE |
| Signature: | <i>John McMastea</i> |
| Phone Number: | 913-814-7082 |
| Email: | johnnymac1205@gmail.com |

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a thirty-three month term and supply contract, for the furnishing of certified laboratory urinalysis testing for use by the Prosecuting Attorney's Office to Avertest, LLC., of Richmond, Virginia, under the terms and conditions set forth in Johnson County, Kansas Contract No. 2014-106, an existing government contract.

RESOLUTION NO. 19835, April 23, 2018

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Prosecuting Attorney's Office has a need for certified laboratory urinalysis testing for the Drug Court Diversion Program; and,

WHEREAS, the Department of Finance and Purchasing recommends the award of a thirty-three month term and supply contract for the furnishing of certified laboratory urinalysis testing for use by the Prosecuting Attorney's Office to Avertest, LLC., of Richmond, Virginia, under the terms and conditions set forth in the Johnson County, Kansas Contract No. 2014-106, an existing government contract; and,

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

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

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

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19835 of April 23, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

4/19/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19835

Sponsor(s): Alfred Jordan

Date: April 23, 2018

| | | | | | | | | | | | |
|--|--|---|--|--|--|--|--|--|--|---|--|
| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Thirty-Three Month Term and Supply Contract for the furnishing of Drug Testing Services for the Prosecuting Attorney's Office to Avertest of Richmond, VA under the terms and conditions set forth in the Johnson County, Kansas Contract No. 2014-106, an existing government contract.</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></td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td></td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td></td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Prosecuting Attorney's Office Estimated Use: \$225,000.00</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | | Amount previously authorized this fiscal year: | | Total amount authorized after this legislative action: | | Amount budgeted for this item * (including transfers): | | Source of funding (name of fund) and account code number: | |
| Amount authorized by this legislation this fiscal year: | | | | | | | | | | | |
| Amount previously authorized this fiscal year: | | | | | | | | | | | |
| Total amount authorized after this legislative action: | | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | | | | | | | | | | | |
| Source of funding (name of fund) and account code number: | | | | | | | | | | | |
| PRIOR LEGISLATION | <p>Prior ordinances and (date): Prior resolutions and (date): 19249 (September 12, 2016)</p> | | | | | | | | | | |
| CONTACT INFORMATION | <p>RLA drafted by (name, title, & phone): Katie Bartle, Senior Buyer, 816-881-3465</p> | | | | | | | | | | |
| REQUEST SUMMARY | <p>The Prosecuting Attorney's Office requires a Term and Supply Contract for the furnishing of Drug Testing Services for their Anti-Drug and Drug Court Diversion Programs and would like to utilize the Johnson County, Kansas Contract. The requested term of thirty-three months will run concurrently with Johnson County's Contract.</p> <p>Pursuant to 1030.4 of the Jackson County Code, the Purchasing Department recommends the award of a Term and Supply Contract for the furnishing of Drug Testing Services for use by the Prosecuting Attorney's Office to Avertest of Richmond, VA under the terms and conditions of Johnson County, Kansas Contract No. 201-106, an existing government contract.</p> <p>The award is made on an "as needed" basis and does not obligate Jackson County, Missouri to pay a specific amount. The availability of funds for specific purchases is subject to annual appropriation.</p> | | | | | | | | | | |
| CLEARANCE | <p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p> | | | | | | | | | | |
| COMPLIANCE | <p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals</p> <p style="text-align: center;">No Goals Assigned</p> | | | | | | | | | | |
| ATTACHMENTS | <p>Recommendation Memo from Gina Robinson of the Prosecuting Attorney's Office, and the pertinent pages of the Johnson County, Kansas Contract.</p> | | | | | | | | | | |

| | | |
|--------|---|----------------------|
| REVIEW | Department Director: <i>Sean Peters Baker</i> | Date: <i>4/11/18</i> |
| | Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i> | Date: <i>4/13/18</i> |
| | Division Manager: | Date: |
| | County Counselor's Office: | Date: |

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

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

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
| | | |

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

JACKSON COUNTY PROSECUTOR'S INTEROFFICE MEMORANDUM

TO: MS. KATIE BARTLE
FROM: MS. GINA ROBINSON, CHIEF OF OPERATIONS
SUBJECT: REQUEST TO CONTINUE URINALYSIS TESTING WITH AVERTEST
DATE: MARCH 29, 2018
CC:

Ms. Bartle:

This memo is requesting continuation of the urinalysis testing contract with Avertest for the Jackson County Prosecutor's Office Drug Court. Avertest has proven to be a good partner with the County by providing accurate, timely, and cost effective testing for drug court clients. Our office would like to continue the cost structure as outlined in the attached contract. The estimated annual cost based on prior usage is \$225,000.00

The accounting information is 008-4154-56080. If you need any further information please let me know.

Sincerely,

/s/ Gina Robinson

Chief of Operations
Jackson County Prosecutor's Office

CONTRACT RENEWAL

THIS CONTRACT RENEWAL, made in Olathe, Johnson County, Kansas, and entered into as of the 1st day of January, 2018 (the "Effective Date"), by and between the JOHNSON COUNTY, KANSAS (hereinafter the "County"), and AVERTEST, LLC d/b/a AVERTEST (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, on or about January 1, 2015, the County entered into a term and supply contract with the Contractor for certain drug testing services (hereinafter the "Agreement"); and

WHEREAS, the Agreement provides that the same may be renewed for two (2) additional thirty-six (36) month periods terms upon supplemental writing executed by duly authorized representatives of the County and Contractor; and

WHEREAS, the County and Contractor hereby agree to renew the Agreement, but with amendment, and accept the terms and conditions of this Contract Renewal.

I. RENEWAL TERM

The Agreement is hereby renewed for the period commencing with the Effective Date of this Contract Renewal and ending December 31, 2020 (hereinafter the "renewal term").

II. COMPENSATION

The County's cost under this Contract Renewal shall not exceed **Fifty-Two Thousand Dollars (\$52,000.00)** annually, at the rates set forth in **Attachment B, "Services Fees"**, attached hereto and incorporated herein by reference. **Attachment B** to this Contract Renewal replaces **Attachment B** to the Agreement.

III. STATUS OF AGREEMENT

All of the terms and conditions of the Agreement, not otherwise modified by, or made inconsistent with, the terms and conditions of this Contract Renewal, shall remain in full force and effect, and shall be made binding on the parties hereto during the renewal term.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Contract Renewal to be executed in multiple counterparts by their duly authorized representatives and made effective the day and year first above written.

AVERTEST, LLC d/b/a AVERTEST

By: 

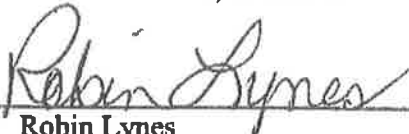
Jason Herzog

Printed Name

CEO and Co-Chairperson

Title

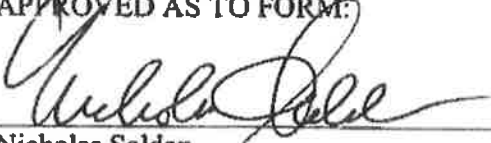
JOHNSON COUNTY, KANSAS

By: 

Robin Lynes

Purchasing Manager

APPROVED AS TO FORM:



Nicholas Saldan

Assistant County Counselor

DO NOT SUBMIT THIS FORM WITH YOUR RESPONSE TO THIS PROPOSAL

FORM 6

PROPOSED COST

Failure to state all costs associated with the service being provided including disclosure of any anticipated travel, printing, or other miscellaneous costs may result in such fees not being honored or paid by the County.

| ITEM NO | ITEM AND SPECIFICATION | ANNUAL ESTIMATED QUANTITY | UNIT | UNIT PRICE W/O COLOR CODE SYSTEM | TOTAL PRICE W/O COLOR CODE SYSTEM | UNIT PRICE WITH COLOR CODE SYSTEM | TOTAL PRICE WITH COLOR CODE SYSTEM |
|---------|---|---------------------------|----------|----------------------------------|-----------------------------------|-----------------------------------|------------------------------------|
| | <u>MANDATORY</u> | | | | | | |
| | ADULTS | | | | | | |
| 1. | Seven (7) Drug Panel | 13,000 | Per test | \$12.50 | \$162,500.00 | \$12.50 | \$162,500.00 |
| | JUVENILES | | | | | | |
| 2. | Eight (8) Drug Panel | 8,600 | Per test | \$16.00 | \$137,600.00 | \$16.00 | \$137,600.00 |
| | a. Current Street Drugs (available and substituted in the standard panel at no additional cost) | 12 | Per test | \$15.00 | \$180.00 | \$15.00 | \$180.00 |
| | BOTH ADULTS AND JUVENILES | | | | | | |
| 3. | GCMS confirmation testing (enter "0" if GCMS confirmation testing is included in the above costs) | 1,430 | Per test | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 4. | Courier service for specimens collected by County agencies (number of trips per week). See attached list for locations. | 10 | Per trip | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | TOTAL | | | | \$300,280.00 | | \$300,280.00 |
| | <u>OPTIONAL</u> | | | | | | |
| | ADULTS | | | | | | |
| 1. | Eight (8) Drug Panel | 19,450 | Per test | \$16.00 | \$311,200.00 | \$16.00 | \$311,200.00 |
| | a. Current Street Drugs (available and substituted in the standard panel at no additional cost) | 25 | | No Charge | No Charge | No Charge | No Charge |
| 2. | Four (4) Drug Panel | 5,500 | Per test | \$10.50 | \$57,750.00 | \$10.50 | \$57,750.00 |

| | | | | | | | |
|----|--|-------|----------|----------|-------------|----------|-------------|
| 3. | GCMS confirmation testing (enter \$0.00 if GCMS confirmation testing is included in the above costs) | 3,325 | Per test | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 4. | Tests for steroids and LSD | 60 | Per Test | \$190.00 | \$11,400.00 | \$190.00 | \$11,400.00 |
| 5. | Blood Collection available with 24 hours of request | 30 | Per Test | \$100.00 | \$3,000.00 | \$100.00 | \$3,000.00 |
| | | | | | | | |

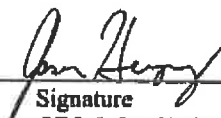
Please state any additional costs or fees associated with this service.

The above Proposed Costs per test include a confirmation allowance of 5% of all samples. Per test volume data provided by the County on December 2, 2014, a confirmation allowance of 5% will sufficiently cover the County's typical confirmation order rate. Should the County exceed the 5% confirmation allowance, the cost per confirmation in excess of the 5% confirmation allowance would be \$25.00 per confirmation test.

The above Proposed Costs per test are based on annual testing volume of 48,000 samples. The test volume data provided by the County on December 2, 2014 indicates an annual test volume of approximately 48,000 samples. If the actual test volume is 15% less, then we ask for the ability to increase the cost per test. Conversely, if the test volume is 15% more, then we offer to decrease the cost per test.

*The above pricing is for Year 1 and Year 2 of the attached 3-Year Contract Renewal effective January 1, 2018. There will be a \$1.00 price increase to all tests and/or panels beginning in Year 3 of the attached Contract Renewal.

SUBMITTED



Signature
CEO & Co-Chairman

Title
Authorized Representative of

Avertest, LLC d/b/a Avertest
Firm Name

7202 Glen Forest Drive, Suite 302
Address

Richmond, VA
City and State

(804) 955-5246
Telephone No.

December 2, 2014
Date

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

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

RESOLUTION NO. 19836, April 23, 2018

INTRODUCED BY Crystal Williams, County Legislator

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

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

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

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

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

Service Program Inspections Participation Agreement.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19836 of April 23, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



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

| | | | |
|---|--|--|--|
| CONTRACT NO. ERS219-18461 | | VENDOR NO. 44600052414 | |
| FUNDING SOURCE | | | |
| STATE 0% | | FEDERAL 100% | |
| CONTRACT START DATE May 15, 2018 | | CONTRACT END DATE September 15, 2018 | |
| FEDERAL AGENCY NAME Department of Agriculture/ Food and Nutrition Service | | FEDERAL AWARD YEAR 2018 | |
| CFDA NO. 10.559 | | CFDA TITLE Summer Food Service Program for Children | |
| FEDERAL AWARD NO. 3MO300305-2018 | | FEDERAL AWARD NAME Child Nutrition | |

1. This Agreement is entered into by and between the State of Missouri, Department of Health and Senior Services (hereinafter referred to as the Department) and the below named Provider, for the purpose of conducting food safety inspections and enforcing expeditious correction of priority violations in food preparation and service at Summer Food Service Program (SFSP) meal production and meal service sites.
2. This Agreement shall consist of: (1) this form, (2) Attachment A - Certification, (3) Exhibit 1 – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, (4) the Terms and Conditions, the latter three of which are attached hereto and incorporated by reference as if fully set forth herein.
3. To the extent that this Agreement involves the use, in whole or in part, federal funds, the signature of the Provider's authorized representative on this Agreement signature page indicates compliance with the Certifications contained in Attachment A.
4. **Training:**
 - 4.1 The Department will provide regional training in each District prior to the start of the SFSP. The training will present the Agreement and its deliverables, inspection requirements and reimbursement requirements.
 - 4.2 The Provider shall ensure that their staff responsible for conducting inspections attend one of the training opportunities.
5. **SFSP Site Listing:**
 - 5.1 The Bureau of Environmental Health Services (BEHS) will issue SFSP Initial Notifications for all sites that require an inspection. The Provider may not be reimbursed for inspections completed without a SFSP Initial Notification.
 - 5.2 BEHS will notify the Provider with SFSP Update Notifications when there are changes to site inspection information.
 - 5.3 The Provider may continue to check the SFSP Site Listings online and contact BEHS about any questions. The Provider can obtain a copy of the SFSP Site Listing at:
<http://health.mo.gov/living/wellness/nutrition/foodprograms/sfsp/>
6. **Inspection Sites:**
 - 6.1 The Provider shall perform sanitation and food safety inspections at all SFSP sites and associated food service management companies, including schools that prepare food for off-site service locations, as designated by the Department.
 - 6.2 The Provider shall not perform sanitation and food safety inspections at schools that sponsor SFSP sites, unless the personnel preparing the food is different from those preparing food during the school year. Provider must obtain written approval from BEHS prior to conducting an inspection at a school when no SFSP Initial Notification is received.
 - 6.3 The Department will not reimburse the Provider for inspections conducted that do not match the date, day of the



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week, or time on the SFSP Site Listing. Provider must obtain written approval from BEHS prior to conducting an inspection that deviates from the SFSP Site Listing.

6. Inspection Requirements:

- 6.1 The Provider shall conduct sanitation and food safety inspections as outlined in Section 2.0 Food Safety, subsections: 2.1 through 2.3, of the Environmental Health Operational Guidelines (EHOG), available at: <http://health.mo.gov/atoz/ehog/index.php>;
- 7.2 The Provider shall conduct sanitation and food safety inspections that comply as follows:
- 7.2.1 Within the first half of each SFSP site's dates of operation, as listed in the SFSP Site Listing;
- 7.2.2 The start time of the inspection, for a central kitchen site or a self-prep site must be within 1 hour prior to service or during service hours;
- 7.2.3 The start time of the inspection for a vended site must not exceed 30 minutes prior to the start of service;
- 7.2.4 The inspection of central kitchens and self-prep sites must be a minimum of 30 minutes and there is no minimum time requirement for service sites.

7. Inspection Reports:

- 7.1 The Provider shall use the Inspection Report Form E6.39, provided by the Department for inspections, follow-up inspections, and attempted inspections. The Provider must submit a completed Inspection Report Form and SFSP Initial Notification or most recent SFSP Update Notification to the Department within two (2) weeks following the date of inspection.
- 7.1.1 The Provider shall complete the Inspection Report.
- 7.1.2 The Provider shall enter the inspection date, "Time In", and "Time Out" on form.
- 7.1.3 **A completed report includes information provided in all fields on the form, the evaluation of all food safety measures, the review of any Time as a Public Health Control plans and records, including the time and temperature when food arrived at the site and explanation of approval when food is out of temperature, and shall list the menu items and the temperatures of these foods; incomplete inspection reports may not be payable.**
- 8.2 The Provider can obtain the Inspection Report Form at: <http://health.mo.gov/warehouse>.

8. Follow-up Inspections:

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



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9. **Attempted Inspections:**

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

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

- 10.1 For initial inspections, the Provider must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
- 10.2 For follow-up inspections, the Provider must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
- 10.3 For attempted inspections, the Provider must submit the complete and legible Sanitation Observation Form or Inspection Report form for each SFSP site within two (2) weeks following the date of inspection.
- 11.4 For all inspections, the Provider must submit the SFSP Initial Notification or most recent SFSP Update Notification for each SFSP site inspected or attempted inspection.
- 11.5 If the inspections and forms do not comply with the requirements set out in this Agreement, the Department will not approve the inspections for reimbursement.
- 11.6 The Provider shall remit all forms to:
Department of Health and Senior Services
Bureau of Environmental Health Services
Attention: SFSP Inspections
930 Wildwood Drive
P.O. Box 570
Jefferson City, MO 65102

11. **Reimbursement Requirements:**

- 11.1 The Department will not reimburse the Provider for more than **16** initial inspection(s) if the Provider does not obtain prior written approval from the Bureau of Environmental Health Services, Department of Health and Senior Services via email to BEHS.SUMMERFOOD@health.mo.gov.
- 11.2 The Department will not reimburse the Provider for any inspections or attempted inspections:
- 12.2.1 If the Provider fails to submit the Inspection Report Forms or the Sanitation Observation Form E6.07 by the deadline set out in paragraph 11; or



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12.2.2 If either the Provider's Inspection Report Form or the Sanitation Observation Form E6.07 do not meet the criteria for approval by the Department set out in this Agreement.

12.3 Initial Inspections:

12.3.1 Central Kitchens and Self-Prep Sites:

- a. The Department will reimburse the Provider at a fixed rate of **\$125** for each approved initial inspection conducted for central kitchens and self-prep sites that the Provider conducts within the first half of the site's operation dates.
- b. The Department will reimburse the Provider at a fixed rate of **\$75** for each approved initial inspection conducted for central kitchens and self-prep sites that the Provider conducts after the first half of the site's operation dates but before the last date(s) of the site's operation.

12.3.2 Vended Sites:

- a. The Department will reimburse the Provider at a fixed rate of **\$80** for each approved initial inspection conducted for vended sites that the Provider conducts within the first half of the site's operation dates.
- b. The Department will reimburse the Provider at a fixed rate of **\$50** for each approved initial inspection conducted for vended sites that the Provider conducts after the first half of the site's operation dates but before the last date(s) of the site's operation

45.4 Follow-up inspections:

12.4.1 The Department will reimburse the Provider at a fixed rate of **\$60** for each approved follow-up inspection conducted for central kitchens and self-prep site that the Provider conducts.

12.4.2 The Department will reimburse the Provider at a fixed rate of **\$40** for each approved follow-up inspection conducted for vended sites that the Provider conducts.

12.5 Attempted Inspections:

12.5.1 The Department will reimburse the Provider at a fixed rate of **\$30** for each approved attempted inspection the provider conducts.

12.5.2 The Department will not reimburse the Provider for more than two attempted inspections per facility.

12.6 Providers that agree to conduct inspections outside their agency's normal jurisdiction will be reimbursed an additional **\$15** per inspection conducted. Inspections conducted outside the Provider's jurisdiction will apply toward the limit on the total number of inspections the Provider can conduct set out in 12.1, above.

46. Invoices:

13.1 The Provider shall submit a single invoice for all work performed and reported during the contract period by October 15, 2018.

13.1.1 The Provider may not submit more than one invoice, or submit an invoice later than October 15, 2018, unless the Provider obtained prior written approval from the Department.



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- 13.1.2 The Provider may submit its request for an exception to BEHS.SUMMERFOOD@health.mo.gov.
- 13.2 The Provider shall submit the invoice to the Department on the standard DH-38 billing form and shall include the agreement number and invoice number of "SFSP18ALL".
- 79.3 If the Department denies a Provider's request for payment, the Department shall provide the Provider with written notice of the reason(s) for the denial.
- 13.4 The Department shall not reimburse the Provider based on any invoice that the Provider does not submit in accordance with the requirements set out in this Agreement.
- 80. Authorized Personnel:**
- 14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:



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- 14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein: AND
- 14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 14.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
81. **Termination:**
- 15.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or whole or in part, effectively immediately upon providing written notification to the Provider if:
- 15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- 15.1.2 A change in federal or state law relevant to this contract occurs; or
- 15.1.3 A material change of the parties to the contract occurs; or
- 15.1.4 By request of the Provider.
- 15.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
- 15.2.1 The Department will provide written notice to the Provider at least thirty (30) calendar days prior to the effective date of such termination.
- 15.2.2 The Provider shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 15.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Provider pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Provider pursuant to the terms of the contract, and may authorize others to do the same. The Provider shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.



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

PROVIDER AGENCY NAME

AUTHORIZED PROVIDER SIGNATURE:



PRINTED NAME/TITLE:

DATE:

DIVISION OF ADMINISTRATION DIRECTOR/DESIGNEE:



PRINTED NAME/TITLE:

Director or Designee, Division of Administration

DATE:

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

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

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

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____, I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of _____
(NAME OF COUNTY)

_____, and my commission expires on _____
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT 1, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

REQUEST FOR LEGISLATIVE ACTION

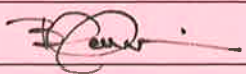
Completed by County Counselor's Office:

Res. Ord No.: 19836

Sponsor(s): Crystal Williams

Date: April 23, 2018

| | | | | | | | | | | | |
|---|--|---|----|--|----|--|----|--|----|---|--|
| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title; Request to execute an agreement with Missouri Department of Health and Human Services to conduct food safety inspections</p> | | | | | | | | | | |
| BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i> | <table border="1"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr><tr><td>Source of funding (name of fund) and account code number; FROM / TO</td><td></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): None</p> <p>Prior resolutions and (date): 19481 5/9/17</p> | | | | | | | | | | |
| CONTACT INFORMATION | <p>RLA drafted by (name, title, & phone): Deb Sees, Environmental Health Administrator</p> | | | | | | | | | | |
| REQUEST SUMMARY | <p>We are requesting the Business Entity Certification be filled out and participation agreement for 2018 be signed to conduct food safety inspections for the summer food service program sponsored by Missouri Department of Health and Senior Services and the Federal Department of Agriculture. Under reimbursement requirements in the participation agreement we will complete inspections that will be reimbursed within the range of \$125 to \$30 for each inspection. This program provides a free nutritional meal for children at multiple sites within Eastern Jackson County. A second RLA will be done when the amount of reimbursement has been determined by the granting agency.</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 | Participation Agreement, Business Entity Certification | |
| REVIEW | Department Director: Brian Gaddie, PE  | Date: 4.16.18 |
| | Finance (Budget Approval): <i>If applicable</i> | Date: |
| | Division Manager: | Date: |
| | County Counselor's Office: | Date: |

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

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

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
| | | |

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$25,000.00 within the 2018 Park Fund to cover the cost of financial advisory services for use by the Finance and Purchasing Department to George K. Baum Company.

RESOLUTION NO. 19837, April 23, 2018

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Resolution 19226, dated August 1, 2016, the Legislature did award a twelve-month contract with two twelve-month options to extend to Ameritas of Kansas City, MO, for financial advisory services relating to the Truman Sports Complex, at an annual cost to the County not to exceed \$25,000.00; and,

WHEREAS, this Agreement was renewed for 2017, and the administration recommends renewal for the 2018 term, but with George K. Baum Company, to which Ameritas has assigned its interest under the Agreement; and,

WHEREAS, by Ordinance 5062, dated December 6, 2017, the Legislature did establish certain Reserve Accounts for certain budget lines within the 2018 County budget; and,

WHEREAS, certain funds appropriated in such a Reserve Account within the 2018 Park Fund are needed to cover the cost of financial advisory services; and,

WHEREAS, there are numerous disputes between the County Executive and the Legislature regarding the validity of Ordinance 5062, relating to its construction and

interpretation, and multiple related issues; and,

WHEREAS, the Chief Administrative Officer has recommended the adoption of this Resolution, without waiving any previous position taken in reliance upon the memorandum of the County Counselor dated December 22, 2017, regarding Ordinance 5062, and without waiving any position taken in reliance upon other legal memorandums provided by the Office of the County Counselor; and,

WHEREAS, the Legislature recognizes that funds identified as Reserve Funds in the adopted 2018 budget within the Park Fund are needed to cover the cost of financial advisory services; and,

WHEREAS, the Chief Administrative Officer has requested that the funds identified in this Resolution be made available for such use within the 2018 budget; and,

WHEREAS the Legislature agrees that funds described in this Resolution should be made available for such use by posting to Certain budget line item in the Park Fund non-departmental budget; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer or equivalent documentation/identification, to accomplish posting of the funds in the budget management system so that the funds are available for immediate use and expenditure within the 2018 budget, be and hereby is authorized:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|----------------------------------|-------------------------------|-------------|-----------|
| Park Fund Reserve 001-8006 | 56835 – Reserve Operating | \$25,000 | |
| Non-Departmental 003-5101 | 56080-Other Professional Srvs | | \$25,000 |

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19837 of April 23, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____


Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for the above-described transfer or equivalent documentation and/or identification to accomplish posting of the funds in the County's budget management system so that the funds are available for immediate use and expenditure are available in the sources indicated below.

ACCOUNT NUMBER: 003 8006 56835
ACCOUNT TITLE: Park Fund
Reserve
NOT TO EXCEED: \$25,000.00



Date



Chief Administrative Officer

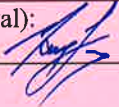
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19837

Sponsor(s): Dennis Waits

Date: April 23, 2018

| | | | | | | | | | | | | | | | | | | | |
|---|---|---|-----------|--|--|--|-----------|--|--|---|--|------------|--------|------------------------------------|-----------|----------|--------|--|-----------|
| SUBJECT | Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>A Resolution to transfer \$25,000 within the Park Fund for the cost of financial advisory services for use by the Finance and Purchasing Department to George K Baum & Company.</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>\$ 25,000</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>\$ 25,000</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td></td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>FROM ACCT:</td><td>AMOUNT</td></tr> <tr> <td>003-8006-56835 Reserve - Operating</td><td>\$ 25,000</td></tr> <tr> <td>TO ACCT:</td><td>AMOUNT</td></tr> <tr> <td>003-5103-56080 Other Professional Services</td><td>\$ 25,000</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):</p> <p>Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | \$ 25,000 | Amount previously authorized this fiscal year: | | Total amount authorized after this legislative action: | \$ 25,000 | Amount budgeted for this item * (including transfers): | | Source of funding (name of fund) and account code number: | | FROM ACCT: | AMOUNT | 003-8006-56835 Reserve - Operating | \$ 25,000 | TO ACCT: | AMOUNT | 003-5103-56080 Other Professional Services | \$ 25,000 |
| Amount authorized by this legislation this fiscal year: | \$ 25,000 | | | | | | | | | | | | | | | | | | |
| Amount previously authorized this fiscal year: | | | | | | | | | | | | | | | | | | | |
| Total amount authorized after this legislative action: | \$ 25,000 | | | | | | | | | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | | | | | | | | | | | | | | | | | | | |
| Source of funding (name of fund) and account code number: | | | | | | | | | | | | | | | | | | | |
| FROM ACCT: | AMOUNT | | | | | | | | | | | | | | | | | | |
| 003-8006-56835 Reserve - Operating | \$ 25,000 | | | | | | | | | | | | | | | | | | |
| TO ACCT: | AMOUNT | | | | | | | | | | | | | | | | | | |
| 003-5103-56080 Other Professional Services | \$ 25,000 | | | | | | | | | | | | | | | | | | |
| PRIOR LEGISLATION | Prior ordinances and (date): Prior resolutions and (date): Res. 19226 8/1/2016 , Ord. 5062 12 /6/2017 | | | | | | | | | | | | | | | | | | |
| CONTACT INFORMATION | RLA drafted by (name, title, & phone): Mark Lang, Budget Officer, 881-3851 | | | | | | | | | | | | | | | | | | |
| REQUEST SUMMARY | A Resolution to transfer \$25,000 within the Park Fund for the cost of financial advisory services for use by the Finance and Purchasing Department to George K Baum & Company for the Truman Sports Complex. The financial advisor for the Sports Complex is required to perform ongoing calculations and analyses as it pertains to the Series 2014 bond issuance, specifically making semi-annual calculations of the amounts which can be transferred to the authority and teams' repairs and maintenance funds, monitoring pledged revenues and processing requisitions. | | | | | | | | | | | | | | | | | | |
| 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 | Assignment and Assumption Agreement | | | | | | | | | | | | | | | | | | |
| REVIEW | Department Director: _____ Date: _____ | | | | | | | | | | | | | | | | | | |
| | Finance (Budget Approval):  _____ Date: 4/18/18 | | | | | | | | | | | | | | | | | | |
| | Division Manager: _____ Date: _____ | | | | | | | | | | | | | | | | | | |
| | County Counselor's Office: _____ Date: _____ | | | | | | | | | | | | | | | | | | |

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

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

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
| | | |

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

Fiscal Note:

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

PC#

Date: April 18, 2018

RES # 19837

Department / Division

| Character/Description |
|-----------------------|
|-----------------------|

From

To

003 Park Fund

8006 Reserve

56835 Reserve - Operating

\$ 25,000

\$ -

5103 Non-Departmental - Park

56080 Other Professional Services

25,000

\$ 25,000

\$ 25,000

County Auditor / Budget Officer

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into effective this 9th day of April, 2018, by and between Ameritas Investment Corp, a Nebraska corporation ("Ameritas") and George K. Baum & Company, a Missouri corporation ("GKB").

WHEREAS, Ameritas entered into a written Lease Administration and Verification Agreement (the "Agreement"), dated August 19, 2016, with Jackson County, Missouri (the "County") for Ameritas to provide certain consulting services to the County relating to the ongoing analysis, oversight and administration of the Jackson County, Missouri Special Obligation Refunding Bonds, Series 2014; and

WHEREAS, Ameritas desires to assign and transfer the Agreement to GKB, and GKB desires to assume the Agreement from Ameritas, all as more fully set forth below; and

WHEREAS, the County has been fully informed about and consents to the assignment of the Agreement from Ameritas to GKB;

NOW THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Agreement. Subject to the terms and conditions of this Assignment, (a) Ameritas does hereby irrevocably assign, transfer and convey unto GKB, its successors and assigns, all of Ameritas' right, title and interest in and to the Agreement; and (b) GKB hereby accepts the foregoing assignment of the Agreement, and hereby assumes all of Ameritas' right, title and interest in and to the Agreement from and after the date of this Assignment.

2. Ameritas and GKB Each Responsible for Own Actions. Notwithstanding any other provisions in this Assignment, Ameritas shall be responsible only for its performance under the Agreement from the date of execution thereof up to the date of this Assignment. Ameritas shall have no liability, obligation or responsibility under the Agreement from and after the date of this Assignment.

Similarly, notwithstanding any other provisions in this Assignment, GKB shall be responsible only for its performance under the Agreement from and after the date of this Assignment. GKB is not assuming and has no liability, obligation or responsibility under the Agreement from and after the date of execution thereof up to the date of this Assignment.

3. Governing Law. This Assignment and all rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, without reference to conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

AMERITAS INVESTMENT CORP.

GEORGE K. BAUM & COMPANY

By: 

Printed Name: Scott Keene

Title: Vice President/Managing Director

By: 

Printed Name: Matthew Webster

Title: First Vice President

CONSENT TO ASSIGNMENT

The undersigned hereby certifies that he/she has the full power and authority to act, and to execute this consent, on behalf of Jackson County, Missouri. The County hereby consents and agrees to the assignment and transfer of the Agreement from Ameritas to GKB on the terms and conditions described above.

JACKSON COUNTY, MISSOURI

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

Mary Jo Spino Clerk of the Legislature

APPROVED AS TO FORM



W. Stephen Nixon

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement for Medical Examiner Services with Platte County, Missouri, for compensation payable to Jackson County for the period July 1, 2018 - June 30, 2019, in the amount of \$259,038.72.

RESOLUTION NO. 19838, April 23, 2018

INTRODUCED BY Crystal Williams and Theresa Galvin, County Legislators

WHEREAS, Platte County, Missouri, a county of the first class, is required by section 58.700 and section 58.705, RSMo, to appoint a physician duly licensed by the Missouri State Board of Healing Arts as Platte County's medical examiner; and,

WHEREAS, section 58.765, RSMo authorizes any two or more counties to, by contract, join in the appointment of a county medical examiner to serve all such counties and requires the counties' governing bodies to approve the contract, administer the appointment, and allocate the costs among the counties; and,

WHEREAS, by Resolution 19461, dated April 24, 2017, the Legislature did authorize a twelve-month agreement for Diane Peterson, M.D., the duly appointed Chief Medical Examiner of Jackson County to serve as Platte County's Medical Examiner through June 30, 2018; and,

WHEREAS, the Jackson County Medical Examiner, Jackson County administration, and Platte County have agreed on an equitable arrangement for the continued funding

of a joint medical examiner's office located at the site of the current Jackson County Medical Examiner's facility, which has worked satisfactorily for the past few years; and,

WHEREAS, the recommended agreement calls for the and the execution of a new twelve-month Cooperative Agreement through June 30, 2019, for compensation payable to Jackson County in the amount of \$259,038.72; and,

WHEREAS, it is in the best interests of the public health, safety, and welfare of the citizens of both Jackson and Platte Counties that the counties cooperate in the joint funding and operation of a single medical examiner's office; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute a Cooperative Agreement for Medical Examiner Services with Platte County, Missouri, through June 30, 2019, in a form to be approved by the County Counselor, for compensation payable to Jackson County in the amount of \$259,038.72.

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. 19838 of April 23, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19838

Sponsor(s): Crystal Williams & Theresa Galvin

Date: April 23, 2018

| | | | | | | | | | | | | |
|---|--|--|---|------------|--|------------|--|------------|--|------------|--|---------------------------|
| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Authorizing a cooperative agreement with Platte County, Missouri</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>\$259,038.</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$125,835.</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$259,038.</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$259,038.</td></tr><tr><td>Source of funding (name of fund) and account code number; TO</td><td>TO ACCT 002-9999-45406</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: | \$259,038. | Amount previously authorized this fiscal year: | \$125,835. | Total amount authorized after this legislative action: | \$259,038. | Amount budgeted for this item * (including transfers): | \$259,038. | Source of funding (name of fund) and account code number; TO | TO ACCT 002-9999-45406 |
| Amount authorized by this legislation this fiscal year: | \$259,038. | | | | | | | | | | | |
| Amount previously authorized this fiscal year: | \$125,835. | | | | | | | | | | | |
| Total amount authorized after this legislative action: | \$259,038. | | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | \$259,038. | | | | | | | | | | | |
| Source of funding (name of fund) and account code number; TO | TO ACCT 002-9999-45406 | | | | | | | | | | | |
| PRIOR LEGISLATION | <p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 19461 October 30, 2017</p> | | | | | | | | | | | |
| CONTACT INFORMATION | <p>RLA drafted by (name, title, & phone): Kandi Brooke, Administrative Supervisor for Dr. Diane Peterson, Chief Medical Examiner</p> | | | | | | | | | | | |
| REQUEST SUMMARY | <p>The JCMEO is requesting resolution to execute a cooperative agreement for Medical Examiner services with Platte County, Missouri for compensation payable to Jackson County in the amount of \$259,038.72</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>Res. 19461 dated October 30, 2017</p> | | | | | | | | | | | |
| | | | | | | | | | | | | |

| | | |
|--------|--|-------------------------|
| REVIEW | Department Director: <i>Diane Britton/MD</i> | Date: <i>04/12/2018</i> |
| | Finance (Budget Approval). <i>If applicable</i> | Date: |
| | Division Manager: | Date: |
| | County Counselor's Office: | Date: |

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

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

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
| | | |

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

AGREEMENT FOR MEDICAL EXAMINER SERVICES
(Platte County, Missouri)

THIS AGREEMENT, by and between Jackson County, Missouri, a Constitutional Home Rule Charter County of the State of Missouri, hereinafter called "Jackson County," and Platte County, Missouri, a County of the First Class of the State of Missouri, hereinafter called "Platte County," is made and entered into this _____ day of _____, 2018.

W I T N E S S E T H:

WHEREAS, Platte County, Missouri, a county of the first class, is required by sections 58.700 and 58.705, RSMo, to appoint a physician duly licensed by the Missouri state board of healing arts as Platte County's medical examiner; and,

WHEREAS, section 58.765, RSMo, authorizes any two or more counties to, by contract, join in the appointment of a county medical examiner to serve all such counties and requires the counties' governing bodies to approve the contract, administer the appointment, and allocate the costs among the counties; and,

WHEREAS, Diane Peterson, M.D., the duly appointed medical examiner of Jackson County, is fully qualified, ready, and willing to serve as Platte County's Medical Examiner; and,

WHEREAS, by Resolution 19462, dated October 2, 2017, the Jackson County Legislature did authorize a twelve-month agreement for Diane Peterson, M.D., the duly appointed Chief Medical Examiner of Jackson County to serve as Platte County's Medical Examiner through June 30, 2018; and,

WHEREAS, the Jackson County Medical Examiner, Jackson County administration, and Platte County have agreed on an equitable arrangement for the continued funding of a joint medical examiner's office located at the site of the current Jackson County Medical Examiner's facility, which has worked satisfactorily for the past few years; and,

WHEREAS, Jackson County and Platte County further agree to the execution of a new twelve-month Cooperative Agreement for the period July 1, 2018, through June 30, 2019, for compensation payable to Jackson County in the amount of \$259,038.72; and,

WHEREAS, it is in the best interests of the public health, safety, and welfare of the citizens of both Jackson and Platte Counties that the counties cooperate in the joint funding and operation of a single medical examiner's office; now therefore

In consideration of the above and foregoing and the promises and covenants herein contained, it is agreed by and between the parties as follows:

1. Jackson County Medical Examiner Diane Peterson, M. D., shall serve as the Platte County Medical Examiner.

2. Jackson County shall provide and otherwise make available to Platte County all resources of the Jackson County Medical Examiner's office, for the purpose of allowing Dr. Peterson to discharge all responsibilities of the Platte County Medical Examiner as set out in Chapter 58, RSMo, as amended, in accordance with the standards of the National Association of Medical Examiners, in the same manner as for Jackson County cases.

3. Jackson County shall be responsible for maintaining and storing all records of the Platte County Medical Examiner relating to cases investigated by that office arising on or after January 1, 1993, the date on which Jackson County began providing Medical Examiner services to Platte County. Platte County shall be responsible for maintaining and storing all of its medical examiner records relating to cases arising before that date.

4. Jackson County shall be responsible for ensuring the availability of medical examiners employed by the Jackson County Medical Examiner's Office to provide testimony as necessary in any Platte County death cases involving investigations or other relevant data produced by the Jackson County Medical Examiner's Office.

5. Beginning July 1, 2018, through June 30, 2019, Platte County will pay Jackson County the sum of \$259,038.72, payable in quarterly installments of \$64,759.68 each. The initial installment shall be due on July 1, 2018, with the remaining installments due, respectively, on the first day of each succeeding calendar quarter after this Agreement shall have commenced. All payments shall be made to Jackson County's Director of Finance and Purchasing.

6. The payments set out in paragraphs 5 above shall constitute the entire amount that Platte County is obligated to pay for medical examiner services described in paragraphs 2, 3 and 4, except that any fees billed for court appearances, travel, professional fees, and document preparation by independent contract pathologists or other experts retained by Jackson County, or by former employees of the Medical

Examiner's Office, with regard to Platte County death cases shall be the additional responsibility and cost of Platte County.

7. Platte County shall be responsible for any and all costs associated with the management of a mass fatality event in its jurisdiction, over and above the regular salaries of Jackson County personnel. The Jackson County Medical Examiner's Office shall be responsible for coordinating and providing resources for the purpose of handling all mass fatality incidents that occur in Platte County. The responsibility for requesting outside local, state, or federal resources to assist with the recovery, identification, processing, and releasing of decedents will fall under the authority of the Chief Medical Examiner of Jackson County, Missouri. The term "mass fatality" shall be defined as 12 or more fatalities resulting from a singular event.

8. Platte County shall indemnify, defend, and hold harmless Jackson County and all of its agents, agencies, and employees, from all claims of every kind and nature whatsoever, arising out of or resulting from Platte County death cases and investigations. Jackson County shall likewise defend, indemnify and hold harmless Platte County and all of its agents, agencies, and employees, with regard to such claims arising out of Jackson County death cases and investigations.

9. This Agreement shall be effective as of January 1, 2018, and shall continue until June 30, 2019, unless sooner terminated. This Agreement may be terminated by either party upon 30 days written notice to the other party. Said notices, if issued, shall be issued to Jackson County's Medical Examiner and to Platte County's Presiding Commissioner.

10. This Agreement incorporates the entire Agreement and understanding of the parties. IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

JACKSON COUNTY, MISSOURI

PLATTE COUNTY, MISSOURI

APPROVED AS TO FORM:

APPROVED AS TO FORM

By _____
W. Stephen Nixon
County Counselor

By _____
County Counselor

By _____
Frank White, Jr.
County Executive

By _____
Presiding Commissioner

ATTEST:

ATTEST:

By _____
Mary Jo Spino
Clerk of the County Legislature

By _____
County Clerk

CERTIFICATION

I hereby certify as follows:

- i) That there is a sufficient unencumbered balance appropriated to satisfy in full the financial obligation imposed by this Contract; and
- ii) That there is a sufficient cash balance available in the treasury to satisfy in full the financial obligation imposed by this Contract.

Platte County Auditor

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement for Medical Examiner Services with Cass County, Missouri, for compensation payable to Jackson County for the period July 1, 2018 - June 30, 2019, in the amount of \$265,533.44.

RESOLUTION NO. 19839, April 23, 2018

INTRODUCED BY Crystal Williams and Theresa Galvin, County Legislators

WHEREAS, Cass County, Missouri, a county of the first class, is required by section 58.700 and section 58.705, RSMo, to appoint a physician duly licensed by the Missouri State Board of Healing Arts as Cass County's medical examiner; and,

WHEREAS, section 58.765, RSMo authorizes any two or more counties to, by contract, join in the appointment of a county medical examiner to serve all such counties and requires the counties' governing bodies to approve the contract, administer the appointment, and allocate the costs among the counties; and,

WHEREAS, by Resolution 19462, dated April 24, 2017, the Legislature did authorize a twelve-month agreement for Diane Peterson, M.D., the duly appointed Chief Medical Examiner of Jackson County to serve as Cass County's Medical Examiner through June 30, 2018; and,

WHEREAS, the Jackson County Medical Examiner, Jackson County administration, and Cass County have agreed on an equitable arrangement for the continued funding of

a joint medical examiner's office located at the site of the current Jackson County Medical Examiner's facility, which has worked satisfactorily for the past few years; and,

WHEREAS, the recommended agreement calls for the execution of a new twelve-month Cooperative Agreement through June 30, 2019, for compensation payable to Jackson County in the amount of \$265,533.44; and,

WHEREAS, it is in the best interests of the public health, safety, and welfare of the citizens of both Jackson and Cass Counties that the counties cooperate in the joint funding and operation of a single medical examiner's office; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute a Cooperative Agreement for Medical Examiner Services with Cass County, Missouri, through June 30, 2019, in a form to be approved by the County Counselor, for compensation payable to Jackson County in the amount of \$265,533.44.

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. 19839 of April 23, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19839

Sponsor(s): Crystal Williams & Theresa Galvin

Date: April 23, 2018

| | | | | | | | | | | | | |
|---|--|--|---|------------|--|------------|--|------------|--|------------|--|---------------------------|
| SUBJECT | <p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Authorizing a cooperative agreement with Cass County, Missouri</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>\$265,533.</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$131,641.</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$265,533.</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$265,533.</td></tr><tr><td>Source of funding (name of fund) and account code number; TO</td><td>TO ACCT 002-9999-45406</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: | \$265,533. | Amount previously authorized this fiscal year: | \$131,641. | Total amount authorized after this legislative action: | \$265,533. | Amount budgeted for this item * (including transfers): | \$265,533. | Source of funding (name of fund) and account code number; TO | TO ACCT 002-9999-45406 |
| Amount authorized by this legislation this fiscal year: | \$265,533. | | | | | | | | | | | |
| Amount previously authorized this fiscal year: | \$131,641. | | | | | | | | | | | |
| Total amount authorized after this legislative action: | \$265,533. | | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | \$265,533. | | | | | | | | | | | |
| Source of funding (name of fund) and account code number; TO | TO ACCT 002-9999-45406 | | | | | | | | | | | |
| PRIOR LEGISLATION | <p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 19462 dated May 23, 2017</p> | | | | | | | | | | | |
| CONTACT INFORMATION | <p>RLA drafted by (name, title, & phone): Kandi Brooke, Administrative Supervisor for Dr. Diane Peterson, Chief Medical Examiner</p> | | | | | | | | | | | |
| REQUEST SUMMARY | <p>The JCMEO is requesting resolution to execute a cooperative agreement for Medical Examiner services with Cass County, Missouri for compensation payable to Jackson County in the amount of \$265,533.44</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>Res. 19462 May 23, 2017</p> | | | | | | | | | | | |
| | | | | | | | | | | | | |

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|--------|--|-------------------------|
| REVIEW | Department Director: <i>Diane Peterson MO</i> | Date: <i>04/12/2018</i> |
| | Finance (Budget Approval): <i>If applicable</i> | Date: |
| | Division Manager: | Date: |
| | County Counselor's Office: | Date: |

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

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

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
| | | |

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

AGREEMENT FOR MEDICAL EXAMINER SERVICES
(Cass County, Missouri)

THIS AGREEMENT, by and between Jackson County, Missouri, a Constitutional Home Rule Charter County of the State of Missouri, hereinafter called "Jackson County," and Cass County, Missouri, a County of the First Class of the State of Missouri, hereinafter called "Cass County," is made and entered into this _____ day of _____, 2018.

WITNESSETH:

WHEREAS, Cass County, Missouri, a county of the first class, is required by sections 58.700 and 58.705, RSMo, to appoint a physician duly licensed by the Missouri state board of healing arts as Cass County's medical examiner; and,

WHEREAS, section 58.765, RSMo, authorizes any two or more counties to, by contract, join in the appointment of a county medical examiner to serve all such counties and requires the counties' governing bodies to approve the contract, administer the appointment, and allocate the costs among the counties; and,

WHEREAS, Diane Peterson, M.D., the duly appointed medical examiner of Jackson County, is fully qualified, ready, and willing to serve as Cass County's Medical Examiner; and,

WHEREAS, by Resolution 19462, dated May 23, 2017, the Jackson County Legislature did authorize a twelve-month agreement for Diane Peterson, M.D., the duly appointed Chief Medical Examiner of Jackson County to serve as Cass County's Medical Examiner through June 30, 2018; and,

WHEREAS, the Jackson County Medical Examiner, Jackson County administration, and Cass County have agreed on an equitable arrangement for the continued funding of a joint medical examiner's office located at the site of the current Jackson County Medical Examiner's facility, which has worked satisfactorily for the past few years; and,

WHEREAS, Jackson County and Cass County further agree to the execution of a new twelve-month Cooperative Agreement for the period July 1, 2018, through June 30, 2019, for compensation payable to Jackson County in the amount of \$265,533.44; and,

WHEREAS, it is in the best interests of the public health, safety, and welfare of the citizens of both Jackson and Cass Counties that the counties cooperate in the joint funding and operation of a single medical examiner's office; now therefore

In consideration of the above and foregoing and the promises and covenants herein contained, it is agreed by and between the parties as follows:

1. Jackson County Medical Examiner Diane Peterson, M. D., shall serve as the Cass County Medical Examiner.

2. Jackson County shall provide and otherwise make available to Cass County all resources of the Jackson County Medical Examiner's office, for the purpose of allowing Dr. Peterson to discharge all responsibilities of the Cass County Medical Examiner as set out in Chapter 58, RSMo, as amended, in accordance with the standards of the National Association of Medical Examiners, in the same manner as for Jackson County cases.

3. Jackson County shall be responsible for maintaining and storing all records of the Cass County Medical Examiner relating to cases investigated by that

office arising on or after January 1, 2004, the date on which Jackson County began providing Medical Examiner services to Cass County. Cass County shall be responsible for maintaining and storing all of its medical examiner records relating to cases arising before that date.

4. Jackson County shall be responsible for ensuring the availability of medical examiners employed by the Jackson County Medical Examiner's Office to provide testimony as necessary in any Cass County death cases involving investigations or other relevant data produced by the Jackson County Medical Examiner's Office.

5. Beginning July 1, 2018, through June 30, 2019, Cass County will pay Jackson County the sum of \$265,533.44, payable in quarterly installments of \$66,383.36 each. The initial installment shall be due on July 1, 2018, with the remaining installments due, respectively, on the first day of each succeeding calendar quarter after this Agreement shall have commenced. All payments shall be made to Jackson County's Director of Finance and Purchasing.

6. The payments set out in paragraph 5 above shall constitute the entire amount that Cass County is obligated to pay for medical examiner services described in paragraphs 2, 3 and 4, except that any fees billed for court appearances, travel, professional fees, and document preparation by independent contract pathologists or other experts retained by Jackson County, or by former employees of the Medical Examiner's Office, with regard to Cass County death cases shall be the additional responsibility and cost of Cass County.

7. Cass County shall be responsible for any and all costs associated with the management of a mass fatality event in its jurisdiction, over and above the regular salaries of Jackson County personnel. The Jackson County Medical Examiner's Office shall be responsible for coordinating and providing resources for the purpose of handling all mass fatality incidents that occur in Cass County. The responsibility for requesting outside local, state, or federal resources to assist with the recovery, identification, processing, and releasing of decedents will fall under the authority of the Chief Medical Examiner of Jackson County, Missouri.

8. Cass County shall indemnify, defend, and hold harmless Jackson County and all of its agents, agencies, and employees, from all claims of every kind and nature whatsoever, arising out of or resulting from Cass County death cases and investigations. Jackson County shall likewise defend, indemnify and hold harmless Cass County and all of its agents, agencies, and employees, with regard to such claims arising out of Jackson County death cases and investigations.

9. This Agreement shall be effective as of June 1, 2018, and shall continue until June 30, 2019, unless sooner terminated. This Agreement may be terminated by either party upon 30 days written notice to the other party. Said notices, if issued, shall be issued to Jackson County's Medical Examiner and to Cass County's Presiding Commissioner.

10. This Agreement incorporates the entire Agreement and understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

JACKSON COUNTY, MISSOURI

CASS COUNTY, MISSOURI

APPROVED AS TO FORM:

APPROVED AS TO FORM

By _____
W. Stephen Nixon
County Counselor

By _____
County Counselor

By _____
Frank White, Jr.
County Executive

By _____
Presiding Commissioner

ATTEST:

ATTEST:

By _____
Mary Jo Spino
Clerk of the County Legislature

By _____
County Clerk

CERTIFICATION

I hereby certify as follows:

- i) That there is a sufficient unencumbered balance appropriated to satisfy in full the financial obligation imposed by this Contract; and
- ii) That there is a sufficient cash balance available in the treasury to satisfy in full the financial obligation imposed by this Contract.

Cass County Auditor

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement for Medical Examiner Services with Clay County, Missouri, for compensation payable to Jackson County for the period July 1, 2018 - June 30, 2019, in the amount of \$621,757.44.

RESOLUTION NO. 19840, April 23, 2018

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, Clay County, Missouri, a county of the first class, is required by section 58.700 and section 58.705, RSMo, to appoint a physician duly licensed by the Missouri State Board of Healing Arts as Clay County's medical examiner; and,

WHEREAS, section 58.765, RSMo authorizes any two or more counties to, by contract, join in the appointment of a county medical examiner to serve all such counties and requires the counties' governing bodies to approve the contract, administer the appointment, and allocate the costs among the counties; and,

WHEREAS, by Resolution 19460, dated April 24, 2018, the Legislature did authorize a twelve-month agreement for Diane Peterson, M.D., the duly appointed Chief Medical Examiner of Jackson County to serve as Clay County's Medical Examiner through June 30, 2018; and,

WHEREAS, the Jackson County Medical Examiner, Jackson County administration, and Clay County have agreed on an equitable arrangement for the continued funding of

a joint medical examiner's office located at the site of the current Jackson County Medical Examiner's facility, which has worked satisfactorily for the past few years; and,

WHEREAS, the recommended agreement calls for the execution of a new twelve-month Cooperative Agreement through June 30, 2019, for compensation payable to Jackson County in the amount of \$621,757.44; and,

WHEREAS, it is in the best interests of the public health, safety, and welfare of the citizens of both Jackson and Clay Counties that the counties cooperate in the joint funding and operation of a single medical examiner's office; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute a Cooperative Agreement for Medical Examiner Services with Clay County, Missouri, through June 30, 2019, in a form to be approved by the County Counselor, for compensation payable to Jackson County in the amount of \$621,757.44.

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. 19840 of April 23, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res. Ord No.: 19840

Sponsor(s): Crystal Williams

Date: April 23, 2018

| | | | | | | | | | | | | |
|--|--|--|---|-------------|--|------------|--|------------|--|------------|--|---------------------------|
| SUBJECT | Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: Authorizing a cooperative agreement with Clay County, Missouri | | | | | | | | | | | |
| 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>\$621,757..</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$306,028.</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$621,757.</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$621,757.</td></tr><tr><td>Source of funding (name of fund) and account code number; TO</td><td>TO ACCT 002-9999-45406</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: | \$621,757.. | Amount previously authorized this fiscal year: | \$306,028. | Total amount authorized after this legislative action: | \$621,757. | Amount budgeted for this item * (including transfers): | \$621,757. | Source of funding (name of fund) and account code number; TO | TO ACCT 002-9999-45406 |
| Amount authorized by this legislation this fiscal year: | \$621,757.. | | | | | | | | | | | |
| Amount previously authorized this fiscal year: | \$306,028. | | | | | | | | | | | |
| Total amount authorized after this legislative action: | \$621,757. | | | | | | | | | | | |
| Amount budgeted for this item * (including transfers): | \$621,757. | | | | | | | | | | | |
| Source of funding (name of fund) and account code number; TO | TO ACCT 002-9999-45406 | | | | | | | | | | | |
| PRIOR LEGISLATION | Prior ordinances and (date): Prior resolutions and (date): 19460 April 24, 2017 | | | | | | | | | | | |
| CONTACT INFORMATION | RLA drafted by (name, title, & phone): Kandi Brooke, Administrative Supervisor for Dr. Diane Peterson, Chief Medical Examiner | | | | | | | | | | | |
| REQUEST SUMMARY | The JCMEO is requesting resolution to execute a cooperative agreement for Medical Examiner services with Clay County, Missouri for compensation payable to Jackson County in the amount of \$621,757.44 | | | | | | | | | | | |
| 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 | Res. 19460 dated April 24, 2017 | | | | | | | | | | | |
| | | | | | | | | | | | | |

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|--------|--|-------------------------|
| REVIEW | Department Director: <i>Diane Bitson/no</i> | Date: <i>04/12/2018</i> |
| | Finance (Budget Approval): <i>If applicable</i> | Date: |
| | Division Manager: | Date: |
| | County Counselor's Office: | Date: |

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

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

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
| | | |

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

AGREEMENT FOR MEDICAL EXAMINER SERVICES
(Clay County, Missouri)

THIS AGREEMENT, by and between Jackson County, Missouri, a Constitutional Home Rule Charter County of the State of Missouri, hereinafter called "Jackson County," and Clay County, Missouri, a County of the First Class of the State of Missouri, hereinafter called "Clay County," is made and entered into this _____ day of _____, 2018.

WITNESSETH:

WHEREAS, Clay County, Missouri, a county of the first class, is required by sections 58.700 and 58.705, RSMo, to appoint a physician duly licensed by the Missouri state board of healing arts as Clay County's medical examiner; and,

WHEREAS, section 58.765, RSMo, authorizes any two or more counties to, by contract, join in the appointment of a county medical examiner to serve all such counties and requires the counties' governing bodies to approve the contract, administer the appointment, and allocate the costs among the counties; and,

WHEREAS, Diane Peterson, M.D., the duly appointed medical examiner of Jackson County, is fully qualified, ready, and willing to serve as Clay County's Medical Examiner; and,

WHEREAS, by Resolution 19460, dated April 24, 2017, the Jackson County Legislature did authorize a twelve-month agreement for Diane Peterson, M.D., the duly appointed Chief Medical Examiner of Jackson County to serve as Clay County's Medical Examiner through June 30, 2018; and,

WHEREAS, the Jackson County Medical Examiner, Jackson County administration, and Clay County have agreed on an equitable arrangement for the continued funding of a joint medical examiner's office located at the site of the current Jackson County Medical Examiner's facility, which has worked satisfactorily for the past few years; and,

WHEREAS, the recommended agreement calls for the execution of a new twelve-month Cooperative Agreement beginning July 1, 2018 through June 30, 2019, for compensation payable to Jackson County in the amount of \$621,757.44; and,

WHEREAS, it is in the best interests of the public health, safety, and welfare of the citizens of both Jackson and Clay Counties that the counties cooperate in the joint funding and operation of a single medical examiner's office; now therefore

In consideration of the above and foregoing and the promises and covenants herein contained, it is agreed by and between the parties as follows:

1. Jackson County Medical Examiner Diane Peterson, M. D., shall serve as the Clay County Medical Examiner.

2. Jackson County shall provide and otherwise make available to Clay County all resources of the Jackson County Medical Examiner's office, for the purpose of allowing Dr. Peterson to discharge all responsibilities of the Clay County Medical Examiner as set out in Chapter 58, RSMo, as amended, in accordance with the standards of the National Association of Medical Examiners, in the same manner as for Jackson County cases.

3. Jackson County shall be responsible for maintaining and storing all records of the Clay County Medical Examiner relating to cases investigated by that

office arising on or after January 1, 1997, the date on which Jackson County began providing Medical Examiner services to Clay County. Clay County shall be responsible for maintaining and storing all of its medical examiner records relating to cases arising before that date.

4. Jackson County shall be responsible for ensuring the availability of medical examiners employed by the Jackson County Medical Examiner's Office to provide testimony as necessary in any Clay County death cases involving investigations or other relevant data produced by the Jackson County Medical Examiner's Office.

5. Beginning July 1, 2018, through June 30, 2019, Clay County will pay Jackson County the sum of \$621,757.44, payable in quarterly installments of \$155,439.36 each. The initial installment shall be due on July 1, 2018, with the remaining installments due, respectively, on the first day of each succeeding calendar quarter after this Agreement shall have commenced. All payments shall be made to Jackson County's Director of Finance and Purchasing.

6. The payments set out in paragraph above shall constitute the entire amount that Clay County is obligated to pay for medical examiner services described in paragraphs 2, 3 and 4, except that any fees billed for court appearances, travel, professional fees, and document preparation by independent contract pathologists or other experts retained by Jackson County, or by former employees of the Medical Examiner's Office, with regard to Clay County death cases shall be the additional responsibility and cost of Clay County.

7. Clay County shall be responsible for any and all costs associated with the management of a mass fatality event in its jurisdiction, over and above the regular

salaries of Jackson County personnel. The Jackson County Medical Examiner's Office shall be responsible for coordinating and providing resources for the purpose of handling all mass fatality incidents that occur in Clay County. The responsibility for requesting outside local, state, or federal resources to assist with the recovery, identification, processing, and releasing of decedents will fall under the authority of the Chief Medical Examiner of Jackson County, Missouri.

8. Clay County shall indemnify, defend, and hold harmless Jackson County and all of its agents, agencies, and employees, from all claims of every kind and nature whatsoever, arising out of or resulting from Clay County death cases and investigations. Jackson County shall likewise defend, indemnify and hold harmless Clay County and all of its agents, agencies, and employees, with regard to such claims arising out of Jackson County death cases and investigations.

9. This Agreement shall be effective as of January 1, 2018, and shall continue until June 30, 2019, unless sooner terminated. This Agreement may be terminated by either party upon 30 days written notice to the other party. Said notices, if issued, shall be issued to Jackson County's Medical Examiner and to Clay County's Presiding Commissioner.

10. This Agreement incorporates the entire Agreement and understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

JACKSON COUNTY, MISSOURI

APPROVED AS TO FORM:

By _____
W. Stephen Nixon
County Counselor

By _____
Frank White, Jr.
County Executive

ATTEST:

By _____
Mary Jo Spino
Clerk of the County Legislature

CLAY COUNTY, MISSOURI

APPROVED AS TO FORM

By _____
County Counselor

By _____
Presiding Commissioner

ATTEST:

By _____
County Clerk

CERTIFICATION

I hereby certify as follows:

- i) That there is a sufficient unencumbered balance appropriated to satisfy in full the financial obligation imposed by this Contract; and
- ii) That there is a sufficient cash balance available in the treasury to satisfy in full the financial obligation imposed by this Contract.

Clay County Auditor

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Memorandum of Understanding with American Federation of State, County and Municipal Employees, Local 1707.

RESOLUTION NO. 19841, April 23, 2018

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the American Federation of State, County and Municipal Employees, Local 1707 ("AFSCME"), is the agent for certain county employees in the Corrections Department, which meets and confers with the County about rates of wages, hours of work, working conditions and procedures for the settlement of differences, as those matters relate to said employees; and,

WHEREAS, the County and the Union have negotiated a successor Memorandum of Understanding, a copy of which is attached hereto and incorporated herein by reference, for the purpose of resolving all outstanding issues regarding rates of wages, hours of work, working conditions and procedures for the settlement of differences, to be effective as of January 1, 2018, and remain in effect through December 31, 2020; now therefore,

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

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19841 of April 23, 2018, was duly passed on _____, 2018, by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

MEMORANDUM OF UNDERSTANDING

Article 1Intent and Purpose

THIS MEMORANDUM is entered into between JACKSON COUNTY, MISSOURI, hereinafter referred to as the Employer, and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), Missouri/Kansas/Iowa Council 61, and on behalf of its Local Union 1707, hereinafter referred to as the Union, for the purpose of including, but not limited to; resolving issues concerning terms and conditions of employment, negotiating and administering agreements and representing the interests of Employees in settling disputes and processing grievances as these matters relate to AFSCME bargaining unit Employees currently employed by Jackson County, Missouri.

The Union recognizes that the Employer's primary mission is to determine, establish, maintain, insure, and protect the health, safety, and general welfare of the inhabitants of Jackson County, Missouri, in accordance with the charter as adopted by the citizens of Jackson County, Missouri; that the County is under the general control and management of the County Legislature and County Executive who possess full power and authority to adopt all needful rules and regulations as they may deem necessary for the purpose of fully implementing the County charter.

The Parties agree that this Memorandum, as approved by the County Executive and adopted by the County Legislature, shall govern the relationship between the Parties, and both Parties will cooperate to the fullest extent in working for its proper implementation.

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all Employees, to promote the quality and continuance of public service, to achieve full recognition for the value of Employees and the vital and necessary work they perform, to provide for the prompt and equitable resolution of disputes and the establishment of terms and conditions of employment, the Parties agree as follows:

Article 2
Definitions

The following terms as used in this Memorandum shall mean:

1. "Council," Council 61 Missouri/Kansas/Iowa of the American Federation of State, County and Municipal Employees AFL-CIO (AFSCME) located at 3230 Emerald Lane, Suite 400, Jefferson City, Missouri, 65109.
2. "County" – Jackson County, Missouri, the "Employer."
3. "Day," calendar day.
4. "Employee," a person in the bargaining unit as defined by Public Case No. 90 before the Missouri State Board of Mediation, and as agreed by the Parties in Appendix "A" of this Memorandum.
5. "Employer," Jackson County, Missouri.
6. "Facility," any institution operated by the Employer.
7. "Head of the Facility," the administrative head of a Facility or his or her designee.
8. "Inmate," a ward of the Employer.
9. "Local Union Officer," any elected or appointed official of Local 1707.
10. "Merit Commission," the Merit System Commission of Jackson County.
11. "Merit Employee," an Employee who has successfully completed his or her probationary period with the Employer.
12. "Parties," the Union and the Employer.
13. "Probationary Employee," an Employee during the first six (6) months of employment with the Employer.
14. "Steward," an elected/appointed Employee member representative of Local 1707, AFSCME.
15. "Union," The American Federation of State, County and Municipal Employees International Union AFL-CIO, Missouri/Kansas State Council 72 including all affiliated Locals in it.
16. "Union Member," any Employee of the Employer who has appointed the Union in writing as his or her collective bargaining representative.
17. "Union Representative," any Employee, elected or appointed Officer or Steward of AFSCME Council 61 or Local Union 1707.
18. "Year," calendar year.
19. "Workweek" shall be defined by County and departmental policy.
20. "Local" – AFSCME Local 1707, the exclusive bargaining representative of bargaining unit Employees of the Jackson County Department of Corrections as set forth in Appendix A.
21. "Pay Period" is defined by County and departmental policy as the consecutive time period for which an Employee's compensation for services is based. For a biweekly paid Employee, a "pay period" is made up of 14 consecutive days or 2 "workweeks" that are routinely considered by the Employer when calculating an Employee's biweekly pay.
22. "Service Fee Member" – any bargaining unit member who will pay service and representation fees in lieu of Union dues.
23. "Personnel Rules" – refers to the Personnel Rules, Policies, Regulations, and Procedures established by the administration of Jackson County, Missouri and/or the Rules, Policies, Regulations, and Procedures established by the Jackson County Department of Corrections.

Article 3
Recognition, Union Dues, and Service & Representation Fees

- Section A. The Employer recognizes AFSCME Council 61, and on behalf of its Local 1707, as the Exclusive Bargaining Representative for the purposes of, including, but not limited to, resolving issues concerning terms and conditions of employment, negotiating and administering agreements and representing the interests of Employees in settling disputes and processing grievances, for all members of the bargaining unit as defined in Appendix A of this Memorandum.
- Section B. If new job classifications in the Department of Corrections are established by the Director of Human Resources and utilized by the Employer, the Employer shall promptly notify the Union.
- Section C. In the event that new job classifications are established by the Director of Human Resources and utilized by the Employer, or should existing classifications which would normally be a part of the bargaining unit, although not presently being utilized by the Employer, become filled, the parties shall meet, confer and discuss said classifications, to determine whether such positions shall be included in the bargaining unit. If the parties are unable to agree as to the inclusion or exclusion of said classifications in the bargaining unit, the matter shall be decided by the Missouri State Board of Mediation.
- Section D. Union Dues. Union dues shall be deducted by the Employer bi-weekly from the paycheck of each Employee who voluntarily signs and remits to the Employer an authorization form approved by the Union and the Employer.
- Section E. Service and Representation Fee. Upon obtaining 50% plus 1 (majority) membership of the bargaining unit positions as set forth in Appendix A, demonstrated by dues deductions and maintaining the 50% membership level, the Employer will deduct a service and representation fee pursuant to the authorization form on the attached as Appendix C. The service and representation fee will be deducted from the salaries of those bargaining unit members who authorize such in writing. Dues deductions and service fee authorizations shall be irrevocable for one (1) year or until the expiration of this Memorandum, whichever occurs first.
- Section F. The Employer shall deduct the Union Dues and Service and Representation Fee as applicable bi-weekly from the paycheck of each Employee who so requests and shall remit the appropriate amounts so deducted to the Union treasurer promptly, as soon as practical after the payroll period in which the dues, or fees are deducted, together with a list of the names of bargaining unit Employees from whose salaries such deductions were made.
- Section G. Any Employee shall have the right to revoke Union dues authorization by giving written notice to the Union at any time during the fifteen (15) days prior to the Employee's

Union anniversary date. Revocation of such authorization must be in writing, with a copy to the Union and the Employer, and shall be in accordance with the procedure set forth in the authorization forms. New and existing Union members who decide to discontinue their Union membership during subsequent window periods will be required to pay the service and representation fee and sign a check-off form authorizing and instructing the Employer to deduct the service fee from the Employee's compensation. The Union membership card will describe the service fee obligation and serve as the check-off form for their deduction authorization.

Section H. Upon satisfying Section E of this Article:

(1) Within thirty (30) days of the effective date, Employees covered by this Memorandum shall be required, as a condition of continued employment, to become members of the Union or pay a service and representation fee.

(2) Commencing no later than the thirtieth (30th) day following employment in the unit, Employees hired, rehired, reinstated or transferred into the bargaining unit shall be required as a condition of employment to become members of the Union or pay the service and representation fee.

(3) The service and representation fee shall be a percentage of the amount paid by members for Union dues, based upon the amount reasonably calculated by the Union as appropriate for the performance of collective bargaining, contract administration and other permissible activities related to service and representation, but shall not include amounts utilized to finance the Union's political and fraternal activities unrelated to collective bargaining or contract administration.

(4) 50% membership in the union will be verified annually on or before December 31 by the Employer. If the membership level drops below 50% membership at the annual review, the service and representation fee will be discontinued for that following calendar year.

Article 4
Union Rights

Section A. The Employer shall provide a Union bulletin board in the Employee break area and on a wall adjacent to the union office in the Facility. The Employer shall share with the Union the bulletin board in the safety vestibule. Should the Employer determine to utilize Facilities other than the Jackson County Detention Center, the Employer agrees to provide the Union with similar bulletin board access in any such Facility.

Section B. The Union Representative shall have access to Employees during lunch periods and such other times as may be approved by the Director of Corrections or his/her designee when such access does not interfere with other duties or work performance. On site visits

and/or meetings during work hours should be prescheduled with the Director of Corrections or his/her designee.

- Section C. A consultation room large enough to accommodate 6 people shall be provided by the Employer for consultation between Employees and Union Representatives at the Facility.
- Section D. Employees shall have the right to choose whether or not to join the Union. Employees who join can assist the Union, participate in leadership of the Union, and act for the Union in the capacity of representative, including but not limited to presentation of its views to officials of the executive branch, the County Legislature, or other appropriate authority.
- Section E. The Union Representative shall be permitted to enter any Facility at any reasonable time for the purpose of discussing, processing, or investigating grievances, or fulfilling the Union's role as collective bargaining agent, provided he or she gives notice of his or her presence immediately to the administrator or supervisor in command and does not interfere with the performance of duties.
- Section F. The Employer will allow the Union to use Employee mail boxes where available. The Employer will not use electronic mail to issue discipline.
- Section G. The Employer may authorize an Employee to be absent without pay for periods not to exceed six months in any calendar year for the following purposes: attendance at college, a university or a business school for training in subjects related to the work of the Employee which will benefit the Employee and the Employer; urgent personal business requiring the Employee's attention; or any purpose that is deemed beneficial to the Employer. In considering such requests, the appointing authority shall consider such factors as the purpose of the leave and the impact on the department.
- Section H. Upon request by the Union, but not more frequently than monthly, the Employer shall notify the Union of all new Employees in the bargaining unit. On a one-time basis, the Employer will provide the Union Representative an opportunity to meet with all new Employees for up to thirty (30) minutes for the purpose of conducting a membership orientation. This will typically occur within the first fifteen (15) days of employment.
- Section I. Information Provided to Union
- (1) Upon request, but not more than monthly, the Employer will provide the Union with a current list of active bargaining unit Employees. This list will include each Employee's name, job classification, home address, phone number and straight time base pay rate. The list will also include the Job Identification Number for the purpose of tracking changes from one reporting period to the next. This information will be provided in electronic format.

- (2) The list in subsection (1) above will not be deemed to be a waiver of the Union's right to other information needed for the purpose of its bargaining and representation functions per Chapter 610, RSMo.

Article 5
Exclusivity

The Employer will not meet with any other Employee organization with reference to changes or improvements in terms and conditions of employment of Employees governed by this MOU. The Union recognizes, however, that Jackson County may bargain with other unions which represent other bargaining units within the County, and that the results of said bargaining may affect the terms and conditions of employment of all employees of Jackson County, including the Employees covered by this Memorandum.

Article 6
Management Rights

Section A. The Employer through the Jackson County Department of Corrections, in accordance with state law and the Employer's Charter and Code, possesses the sole right to operate and manage the Department. Subject to all other terms of this agreement, the Employer and the Jackson County Department of Corrections possess and retain the right to:

- (1) Determine the mission of the Department;
- (2) Direct the work force;
- (3) Hire, assign, promote, transfer, or lay off bargaining unit members;
- (4) Determine the methods, means, number of job classifications, job duties, equipment, and supplies needed to carry out the mission of the Department;
- (5) Discipline or discharge as provided for in the Personnel Rules;
- (6) Change existing methods, procedures, policies, orders, or facilities; and
- (7) Take whatever other actions may in its judgment be necessary to carry out the mission of the Department.

Section B. It is the intent of the Employer to meet and confer with the Union regarding matters which affect bargaining unit personnel. The parties recognize that such action is not required by law and is purely voluntary on the part of the Employer.

Article 7
Labor-Management Committee

Section A. To facilitate communication between the Parties and to promote a climate conducive to constructive Employer-Employee relations, a joint labor-management committee shall be established to discuss the implementation of this Memorandum and other matters of mutual interest, including, but not limited to, the evaluation of current safety equipment, policies, and procedures. The committee shall be limited to no more than three (3) representatives from the Union and their servicing Staff Representative, and an equal number designated by the Employer. The composition of the local Union's component of the labor-management committee shall be at the discretion of the Union. The Employer shall have the right to secretarial support for the purposes of keeping minutes of the meeting. Said secretarial support shall not count as a management representative per this Article. Time approved for such meetings shall be authorized and compensated by the Employer. Said committee shall meet as necessary but at least quarterly. Written agendas shall be submitted a week in advance of regular meetings.

Meeting minutes will be taken and distributed by the Employer to the Union prior to being finalized. The Union will have the opportunity to make corrections to the draft meeting minutes. The Union shall not post any meeting minutes prior to being finalized and distributed to all labor-management committee members.

Section B. All changes in policies and procedures shall be given to the Union Employees at least fifteen (15) days prior to implementation, to allow the Union to recommend any additions or changes. However, changes affecting the health or safety of inmates and/or staff may be implemented immediately. Employees may submit comments regarding any such policy change, which will be considered by the Employer and revised if appropriate.

Article 8
Rights of the Employees

To ensure individual rights of Employees are not violated, the following shall represent the Employees' Bill of Rights:

Section A. A Merit Employee shall be allowed to have a Union Representative present as defined in the Grievance Procedure, Article 24.

Section B. A Merit Employee shall be entitled to have a Union Representative present at each stage of a disciplinary proceeding during which a disciplinary action as defined Personnel Rule 15.1 is taken or is proposed to be taken against the Employee. In all disciplinary matters, the Employer will generally be guided by its Code of Conduct. During any interview or questioning in which an Employee has a reasonable belief that disciplinary action might ensue, said Employee will be entitled, upon request, to have present a

Union Steward or Union Officer (in the Steward's absence).

After such a request has been made, all proceedings, interviews, or questioning, directly involving the Employee, will be halted until the Employee is given up to 1 hour to both privately consult with a Union Representative and have said Representative present. This provision within this section shall not apply in investigations being conducted by law enforcement agencies. No Employee, visitor, contractor, or witness will ever be advised by the Union Representative to be untruthful, withhold information pertinent to the situation being discussed, or to be uncooperative in any investigation being conducted by a Facility representative.

The Employer will render a decision and provide such a decision, in writing, to the Employee within thirty (30) days after the completion of the investigation, when possible. Once notified, the Employee can request updates about the status of the investigation on a weekly basis.

During situations where an Employee is being questioned or counseled without the threat of disciplinary action (e.g. incident response, performance evaluations, training classes, etc.), the Employee is not entitled to Union representation.

- Section C. No Employee shall be coerced or intimidated or suffer any reprisal either directly or indirectly that may adversely affect his or her hours, wages, or working conditions, as the result of the exercise of his or her rights under this Memorandum.
- Section D. There shall be no discrimination or favoritism in employment or compensation of County Employees on account of race, creed, color, religion, national origin, sex, age, ancestry, handicap, political activity or lack thereof, or union membership or non-membership.
- Section E. Employees will be reimbursed in a timely manner by the Employer for loss of or damage to personal property or prostheses while on duty, provided that the loss or damage is caused by unforeseeable or illegal Inmate acts, and provided further that in no event shall the Employer be obligated to reimburse Employees for loss of or damage to footwear, personal cell phone, PDA's, personal MP3 players, or other electronic equipment. Reimbursement for damaged prescription eyeglasses (including prescription lenses), will be limited to a maximum of \$350.00 per occurrence. Under this provision, an Employee will also be reimbursed for the cost of any eye examinations necessary for the purpose of getting a new pair of prescription eye glasses, in an amount not to exceed \$100 per occurrence.
- Section F. Orders received by Employees shall be consistent with the policy manual and departmental rules and regulations.

Section G. The Employer recognizes the right of all full time Employees, including Probationary Employees, to be free to join the Union and to participate in lawful concerted Union activities. Therefore, there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any Employee or any applicant for employment because of Union membership or non membership, or because of any lawful activity in an official capacity on behalf of the Union.

Article 9
Union Representation

Section A. The Employer shall recognize a maximum of thirty (30) Union Stewards at the Facility. The Union shall decide how to distribute the Stewards among the different shifts and also designate a Chief Steward. The Director of Corrections shall recognize Stewards at any additional Facilities in the same manner.

Section B. The Union shall designate by name, title and/or position, all Stewards and Chief Steward, in writing to the Director of Corrections. However, Probationary Employees shall not be eligible to be Union Stewards. The list will be updated by the Union and distributed to the Director of Corrections as soon as changes occur. The Union may designate by name and title two (2) Local Union Officers, who are not Stewards, for each Facility, to represent Employees on a particular shift, if the designated Steward is not available when needed for Steward activities. The names of these officers will also be provided, in writing, to the Facility management team.

Section C. The Employer shall allow a reasonable amount of time to each Steward, Chief Steward, or Local Union Officer if the Steward is absent, during his or her duty hours of work, without loss of pay, for the purpose of receiving, investigating or filing grievances. Before engaging in any activity or leaving the duty station, the chief Steward, Steward, or Local Union Officer if the Steward is absent, shall obtain the permission of a Supervisor. The Steward or alternate shall state the nature of the business and location and Employee to be visited. In the event that the immediate supervisor in the subject of the complaint, the Steward or alternate would have the right to approach a different supervisor in order to seek permission to leave the duty station. All meetings pursuant to this section shall take place within the Detention Center and Employees shall make themselves generally available in the event there is an urgent need to return to work duty stations. If no disruption of service would result from the Steward's or alternate's absence from the work site or visit to the Employee's work site, the non bargaining unit supervisor shall grant the Steward or alternate permission to proceed. Upon the Steward's or alternate's return to the work site, the Steward or alternate shall notify the supervisor before resumption of his or her duties.

Article 10
Work Schedules

- Section A. All Employees shall be scheduled to work a regular shift of either twelve or eight hours as determined by the Employer and published in a formal departmental policy; such work shift shall have specific starting and quitting times. The Employer may insist that Employees be at their regular work stations, ready to work, at the beginning of their assigned shifts. The Employer shall notify Employees in writing ten (10) days in advance of changes in work schedule unless the Employee and the Employer agree to make a schedule change with less notice.
- Section B. Out of class pay may be authorized by the Employer provided that it is certified by the Employer that sufficient funds are budgeted. Merit Employees who work out of class shall receive the minimum rate of pay for such work or their regular rate of pay plus 5%, whichever is higher. Out of class pay is appropriate only in the following circumstances:
- (1) If the Merit Employee works out of class more than six consecutive working days in a higher classification; and
 - (2) The Merit Employee has been assigned 75% or more of the out of class job's responsibilities, tasks, and duties; and
 - (3) The out of class work results from a vacancy which is not immediately filled or an approved leave of absence, not vacations. Vacation replacement is not eligible for out of class pay.
 - (4) Out of class pay applies only to actual hours worked and not to vacation or sick leave. Out of class pay will be paid for holidays.
- Section C. The Employer shall compensate its Employees for all scheduled work time, regardless of its intended purpose.
- Section D. The Union may propose alternative work schedules for the Employer's consideration that would impact some or all of the Employees in the bargaining unit.

Article 11
Education and Training

- Section A. The Employer may reimburse Employee tuition fees for attendance at a college, university, or business school, for training in subjects relating to the work of the Employee which will benefit the Employee and the Employer. Said reimbursement will only be granted when approved in advance by the Head of the Facility, subject to the availability of funds in the Facility's budget, which will be distributed equitably among those requesting and in accordance with the Jackson County Personnel Rules. In

making work and shift assignments, the Employer will consider an Employee's academic schedule for course work benefitting both the Employee and Employer, without regard to whether such course work is subject to reimbursement under this section.

Section B. When enrollment space is available, any senior Employee desiring to receive training comparable to that received by new Employees shall be given time off without pay to do so. If the Employer requires the Employee to participate in the training, the Employee will be paid for the time spent in such training.

Section C. Consistent with the staffing needs of the Facility, the Employer shall grant time off without pay to a reasonable number of Employees to attend educational opportunities and training seminars conducted by the Union. Requests for such leave shall be submitted in writing to the Employee's immediate supervisor, who is not an Employee, and shall be answered in writing.

Bargaining unit members, not to exceed six in number, designated by the Local Union President annually and in writing, may be entitled to draw upon a bank of two hundred forty (240) hours of unpaid time per year for the purpose of conducting Union business. The President reserves the right to amend said list as needed. The specific use of Union business leave must in each instance be requested in writing by the Local Union President and approved in advance in writing by the Director of Corrections or his/her designee. The Director will approve the use of Union business leave only if there is or will be sufficient staff on duty within the Department to meet operational needs at the time of the proposed use and if departmental operations will not otherwise be adversely affected. The hours described in this Article that apply to educational functions of the Union, i.e. monthly membership meetings, labor-management meetings, negotiations, etc., are not deducted from the prescribed hours in this section.

Article 12

Hostage Leave

Section A. The Employer may grant up to thirty (30) days of paid leave to Employees taken hostage after it has been determined by the Facility contracted physician or psychologist that such a leave is necessary and this recommendation is made in writing by the evaluator.

Article 13

Family Medical Leave and Other Leave

Section A. This Article is agreed to and is promulgated pursuant to the requirements of Public Law 103-3, The Family and Medical Leave Act of 1993 and the official rules and regulations promulgated thereunder by the appropriate agency of the United States, (hereinafter referred to simply as "FMLA"). For the purposes of this rule, all provisions of the FMLA, codified as 29 U.S.C. § 2601 *et seq.* (2005), are hereby adopted and

incorporated herein by reference as is fully set forth herein. The material set forth hereafter is intended to be a summary and clarification of the application of the FMLA to all Employees, whether merit or non-merit, and the official text of said public law and the regulations promulgated thereunder shall govern to the extent of any conflict between said summary and the FMLA.

Section B. The Employer shall grant an eligible Employee leave in accordance with the FMLA, not to exceed 12 weeks during any 12-month period. To be eligible for this leave, an Employee must have worked at least 12 months for the Employer and at least 1250 hours in the year immediately preceding the commencement of the leave. Nothing herein shall prevent the Employer from discretionary denial or the placement of reasonable limitations or conditions upon privileges otherwise granted under the FMLA in accordance with the terms thereof.

Section C. Eligible Employees are entitled to a total of 12 weeks leave during any 12-month period for one or more of the following or as otherwise provided for by law: 1) caring for a spouse, child, or parent with a serious health condition; or 2) the serious health condition of the Employee. Eligible Employees are entitled to a total of 14 weeks leave during any 12-month period for one or more of the following: 1) birth of a child; or 2) placement of child for adoption or foster care. The Employee shall provide his/her appointing authority with a written statement from a physician certifying the condition for which the leave is required in cases of serious health condition.

Section D. The Employee is required to give the appointing authority thirty days' notice of foreseeable leaves, as well as to make reasonable efforts in scheduling leaves to avoid disrupting the Employer's business operations, as more specifically set forth in 29 U.S.C. § 2612(e) (2005) of the Act.

Section E. The Employee's right to leave for the birth or adoption of a child ends 12 months after the child's birth or placement with the Employee.

In the case where both spouses are Employees of the Employer, their combined total leave in any 12-month period may be limited to 14 weeks if the leave is taken for the birth or adoption of a child, or 12 weeks to care for a sick parent. This limitation does not apply to leave taken by either spouse to care for the other who is seriously ill, to care for a child with a serious illness or to take care of his or her own illness.

Section F. An Employee is entitled to take leave on an intermittent or reduced schedule basis, only when the Employee is requesting leave because of a serious health condition, either his/her own or that of a family member. The Employee cannot take leave on an intermittent or reduced schedule basis for the birth or adoption of a child unless the appointing authority agrees to permit the leave.

Section G. The payment and accrual of sick leave, vacation leave, bereavement leave, military leave, holiday pay, incentive days, and floating holidays, and payment or accrual of other benefits shall be governed by the applicable Personnel Rule, except as otherwise required by FMLA, and the Employer will require that Employees substitute accrued paid leave for unpaid FMLA leave in the following order: 1) Accrued sick leave balance will be substituted until such accrual is exhausted; 2) Accrued compensatory time balance will be substituted until such accrual is exhausted; 3) Accrued vacation balance will be substituted until such accrual is exhausted; and 4) All other accrued leave balance. Once all accrued time has been exhausted, Employees will be placed on leave without pay status.

Employees who are qualified for FMLA leave for the birth of a child or placement of child for adoption or foster care shall be granted the first five (5) weeks of leave with pay and without a decrease in any accrued leave benefit.

Section H. The Employer may require the Employee to obtain a second opinion (medical certification) at the Employer's expense. Pending receipt of the second (or third) medical opinion, the Employee is provisionally entitled to the benefits of the FMLA, including maintenance of group health benefits. If the certifications do not ultimately establish the Employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave and may be treated as paid or unpaid leave under the Employer's established leave policies. The Employer is permitted to designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on a regular basis by the Employer.

If the opinions of the Employee's and the Employer's designated health care providers differ, the Employer may require the Employee to obtain certification from a third health care provider, again at the Employer's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the Employer and the Employee with Union representation. The Employer and the Employee must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Employer does not attempt in good faith to reach agreement, the Employer will be bound by the first certification. If the Employee does not attempt in good faith to reach agreement, the Employee will be bound by the second certification.

Section I. Recertification of leave may be required by the Employer as permitted by law. Recertification requirements will be disclosed to the Employee at the time of approving eligible leave.

Section J. Abuse of family medical leave and/or the submission of falsified FML Certification documents, and/or other falsified medical related documents will be subject to discipline, up to and including termination.

- Section K. Each Employee has the unlimited right to use his or her accumulated sick leave for illnesses or medical reasons as outlined in the County Personnel Rules. However, the Employer has a right, consistent with Employer policy, to require a medical excuse before allowing an Employee who has used sick leave to return to work.
- Section L. The Employer may consider an Employee's use or abuse of sick leave in determining propriety of disciplinary proceedings and eligibility for promotions.
- Section M. An Employee who utilizes five (5) or more occasions of sick leave in a 12-month period, not including Family Medical Leave, will presumptively not be eligible for a performance rating of higher than "meets expectations" on the annual review. An "occasion of sick leave" is defined as one continuous period of unscheduled absence for the same health-related reason.

Article 14
Affected Benefits

- Section A. Employees of the Corrections Department shall be afforded other County benefits as defined in the Personnel Rules.
- Section B. All applicable provisions of the Personnel Rules shall continue to apply to members of the bargaining unit and other benefits which are offered to all other Employees of the Employer shall be offered to bargaining unit members. In addition, any and all benefits provided under this MOU to a spouse or as a spousal benefit shall also be provided to domestic partners irrespective of gender, pursuant to the procedures established in the Jackson County Domestic Partnership Policy administered by the County's Department of Human Resources.

Article 15
Call Back Pay

- Section A. If an Employee is called in to work outside his/her regularly scheduled working hours, he or she shall be paid for four (4) hours at the straight time rate of pay or time and one-half for all hours worked, whichever is greater. If the Employee is called in less than four hours immediately prior to the start of his or her regular shift, he or she shall be entitled only to time and one-half for all hours worked prior to the shift, which exceed forty hours in any week.

Article 16
Uniforms

Section A. The Employer will provide each uniformed Merit Employee with a complete uniform at the completion of his or her probationary period. Uniform items needing replacement due to work-related damage or wear and tear will be replaced on a one-for-one basis as determined by management, at no cost to the Employee.

The Employer shall provide uniformed support services Employees (e.g. custodians, laundry workers, etc.) with a complete uniform prior to their completion of their probationary periods.

Section B. All uniforms and Employer-issued equipment shall be returned to the Employer upon termination of employment.

Article 17
Access to Personnel Files

Section A. Each Employee shall have reasonable access to his or her personnel file and, upon written request, the Employee shall be provided a copy of any material in the file which has not previously been provided, at no cost. Additional copies will be provided to the Employee within a reasonable time at a nominal cost set by Jackson County. All negative entries placed in an Employee's personnel file shall be signed and dated by the supervisor making the entry and shall be presented to the Employee for his or her acknowledgment of receipt. Complimentary entries shall also be placed in the Employee's personnel file and copies provided to the Employee. No written counseling or disciplinary action which is not a part of the Employee's file maintained in the administrative office of the Facility, or in the file of the Employee's shift administrator, shall be used in a punitive manner against the Employee.

Section B. Each Employee, or his or her Union Representative if authorized by the Employee in writing, shall have the right, upon request, to review the contents of the requesting Employee's personnel file maintained by the Jackson County Human Resources Department and the personnel office within the Facility and any working files kept by the Employee's supervisor. Such review may be made during working hours at a time approved by the Employee's supervisor, who is not an Employee, with no loss of pay for time spent, and the Employee may be accompanied by a Union Representative if he or she so wishes.

Section C. Letters of information, more than one year old, shall be removed from an Employee's file, upon the written request of the Employee, unless used in documentation for disciplinary action or unless the problem, for which the original letter of information was initiated, continues to exist.

Article 18
Part-Time Correctional Officers

- Section A. The Employer is authorized to use part-time corrections officers to supplement the operation of the Facility. Part-time corrections officers shall be limited to a maximum of forty (40) hours of work per pay period. They shall have equal access to overtime opportunities and other assignments, when made available. They are not subject to the mandatory overtime draft, but may be called, beforehand, to prevent an on-duty Employee from being required to work a second shift. The Employer shall limit the number of part-time corrections officers to no more than 15% of the number of budgeted-full time corrections officers for any given year.
- Section B. Part-time corrections officers shall be permitted to join the Union and shall have equal representation rights. Part-time corrections officers are paid on a separate pay scale from full-time Employees and are not eligible for premium overtime rates, holiday pay, double time, or salary increases negotiated for full-time Employees. Part-time corrections officers, who are ineligible for most Employer fringe benefits, shall be paid a minimum of \$1.00 per hour more than the beginning hourly rate for a full-time corrections officer.

Article 19
Seniority

- Section A. For purposes of this Memorandum, Seniority is defined in three (3) ways:
- (1) "County Seniority" is defined as the original date of hire by Jackson County, Missouri, regardless of the department assigned to;
 - (2) "General Seniority" is defined as a period of continuous employment with the Employer, regardless of rank or position, and
 - (3) "Positional Seniority" is defined as a period of continuous employment with the Employer in a specific rank or position. With respect to bidding for shift assignments or days off, Positional Seniority will govern.
- Section B. Whenever there is a question of Seniority, the Employer shall make the Seniority list available for inspection to Employees having an interest therein.
- Section C. The following shall not be considered as interruptions of employment or breaks in Seniority:
- (1) Military leave authorized by the personnel rules of Jackson County;
 - (2) Authorized leaves of absence with pay;
 - (3) Authorized leaves of absence without pay not to exceed six (6) months;

- (4) Authorized education leave without pay not to exceed six (6) months;
- (5) Suspensions or dismissals subsequently withdrawn either by the Employer or the Merit System Commission, or through Arbitration;
- (6) Leaves of absence due to sickness or injury incurred in the course of employment as defined by Chapter 287, RSMo., by Employees subject to the workers' compensation law; and
- (7) A layoff and subsequent recall to duty within one year.

Section D. If the Employer has Employees in excess of its budget or in excess of its needs and determines that a layoff is necessary, the Employer shall determine the Employees to be laid off. In making the determination, factors to be considered include qualifications needed for the work to be assigned, performance evaluations and work record. Seniority will be considered only if these factors are equal and will be based on first on Positional Seniority and second on County Seniority.

Section E. Notwithstanding this section, if layoffs in the classification of Correctional Officer are required as determined by the Employer, all part time Correctional Officers must be laid off prior to any full time Correctional Officer.

Article 20 Discipline

Section A. The Employer shall not discipline or discharge any Employee covered by this Memorandum, except for just cause as provided for in the County's Personnel Rules. The Employer will make every effort to conclude investigations and take disciplinary action within thirty (30) days of the date of the incident giving rise to the discipline.

Article 21 Polygraph Examinations and Stress Tests

Section A. The Employer may require an Employee to submit to a polygraph or stress test examination only under the following circumstances:

- (1) When the Employee has denied accusations, by an Inmate, another Employee, or other person, of Inmate abuse or neglect or theft of property; or
- (2) When the Employer has investigated an accusation and found the evidence for and against the Employee's guilt to be evenly balanced, i.e. a conflict of credibility between the Employee and a single accuser or between the Employee's side of the story and the circumstantial evidence indicating the Employee's guilt.

Section B. The Employer shall not order an Employee to submit to a polygraph or stress test without the written approval of the Director of Corrections. The Employee shall be given the opportunity to be accompanied to the polygraph examinations site or stress test

site by a Union Steward, or in the case of the unavailability of a Union Steward, a Union Officer. If no Steward or Officer is available, through no fault of the Employer, the examination will not be canceled and the Employee will be required to keep the appointment and submit to the examination or test.

Section C. The Director of Corrections may use such an examination's results only to evaluate the credibility of the witness or the substantiality of circumstantial evidence. Results of an examination indicating guilt may not be cited as the sole ground for an Employee's discipline.

Section D. An Employee may offer to take a polygraph or stress test examination to substantiate his or her version in an investigation. The Employer shall give due consideration to the results of any tests which an Employee volunteers to take.

Section E. Refusal of an Employee to submit to a polygraph or stress test examination, required pursuant to Section A above, shall be, independently, sufficient grounds for consequent disciplinary action taken by the Employer, including but not limited to discharge.

Once a polygraph examiner, employed by the Employer, has concluded that an Employee-examinee has shown no deception in any such examination, no further examination shall be required by the Employer of that Employee, arising out of the same incident.

Article 22

Wages and Benefits

Section A. The Parties agree to meet and discuss with the aim of reaching an agreement on annual wages and benefits recommendations to be presented to the County legislature by September 1 of each year. Prior to the adoption of the Employer's annual budget, the Union shall have the right to present its views regarding appropriate general wages and benefits, to the County Executive, legislature or an appropriate committee thereof, provided that the Union's right to make such a presentation to the County Legislature is conditioned upon the Union's timely presentation of its views to the County Executive and his/her staff prior to the submission of the Executive's budget recommendation to the Legislature.

Article 23

Insurance

Section A. The Employer shall continue to offer insurance, including health insurance, to bargaining unit members on the same terms and conditions as it is offered to other full-time Employees. If during the term of this Memorandum, the Employer considers modifying the County contribution towards insurance plans, it shall notify the Union and, upon request, meet and confer with the Union prior to making a

decision. In addition, any and all benefits provided under this MOU to a spouse or as a spousal benefit shall be provided to domestic partners irrespective of gender as defined in Appendix C.

Article 24
Grievance Procedure

Section A. Definition & Purpose. A grievance is a dispute, a complaint or difference of opinion between Employer and Union, or an Employee or group of Employees covered by the memorandum with respect to the meaning and application of a complaint or decision under the terms of this Memorandum, the Personnel Rules, or disciplinary procedures, and any grievance shall be settled in accordance with the following procedure which shall be exclusive, but is not intended to preclude discussion between Employer and Union on any subject covered by the Memorandum.

The parties shall make sincere and determined efforts to settle meritorious grievances at the voluntary steps of the grievance procedure and to keep the procedure free from non-meritorious grievances.

Section B. Depending on the matter, grievances follow various processes as outlined in Appendix D.

Section C. Grievance procedures with respect to the meaning and application of a complaint or decision under the terms of this Memorandum, the Personnel Policies, or disciplinary procedures are as follows:

Step 1. The matter shall first be taken up between the bargaining unit member involved and supervisor involved within three (3) days of the aggrieved event. A Union representative may be present during any step of the grievance procedure at the option of the aggrieved Employee. If the grievance is not adjusted orally, it must be submitted in writing to the bargaining unit member's supervisor within ten (10) days after the occurrence giving rise to the grievance or after becoming known, or it shall be considered as dropped. The supervisor shall reply to the Employee in writing within ten (10) days.

Step 2. If not resolved at Step 1, the aggrieved Employee may submit a grievance within ten (10) days of his receipt of written response of the supervisor. The grievance shall be submitted to the Employee's appropriate departmental division manager, who shall respond to the grievance in writing within ten (10) days after the grievance is received.

Step 3. In case the matter cannot be settled under Step 2, the matter will then be considered by a Union representative and the Director of Corrections or his/her designee. Requests for consideration by the Director must be in writing within ten (10) days of the decision in Step 1, or the grievance shall be dropped. The Director's

decision shall be made in writing within ten (10) days after submission to him, or the grievant shall prevail. For grievances regarding the meaning and application of a complaint or decision under the terms of this Memorandum or the Personnel Rules, the Director's administrative decision shall be final.

Section D. For disciplinary actions, demotions, or terminations, the aggrieved Employee shall be afforded the following additional steps:

Step 4. In the event a satisfactory solution cannot be reached between the parties through the procedure set forth above, the Employee may request a Merit System Commission hearing as provided in the Employer's Personnel Rules. Disciplinary matters where the discipline imposed is a discharge case, demotion, or a suspension of five (5) days or greater, the grievant shall have the option of selecting arbitration or a hearing before the Merit System Commission, but not both. In disciplinary matters where the discipline imposed is a suspension of four (4) days or less, the Employee's only administrative remedy will be to seek a hearing before the Merit System Commission. In all arbitration cases, the parties shall comply with the following procedure:

- A. Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fifteen (15) days following the decision of Step 2 above. The notice shall set forth the articles or sections of this Memorandum, which are claimed to require modification or referral of the decision previously made. If notice of intent to arbitrate is not delivered within fifteen (15) days, the grievance shall be deemed abandoned.
- B. Within fifteen (15) days after the above notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) or other arbitration service jointly agreed upon by both parties, and the parties will alternately and independently strike unacceptable arbitrators from a list with the last remaining arbitrator being selected. If the party upon whom a properly executed FMCS request is served fails to execute and send such request within fifteen (15) days of service thereof, then the grievance shall be found in favor of the non-defaulting party. The Parties shall bear their own cost of the arbitration and all charges of the arbitrator shall be borne equally by the parties.
- C. Bargaining unit members shall not be paid for the time spent in attending an arbitration proceeding other than as a witness.
- D. The jurisdiction and authority of the arbitrator shall be bound by the following:
 1. The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as

are necessary to enable him to act effectively. The arbitrator shall observe the rules of evidence.

2. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
3. In the resolution of disputes between the parties of this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this Memorandum and the facts and evidence presented to him by the parties in the presence of each other.
4. The arbitrator shall have no authority to substitute his/her judgment for that of the management of the Employer, nor shall they have authority to usurp, subtract from, modify or exercise any management right of the Employer.
5. In discipline or discharge matters, the arbitrator shall have the discretion to rescind or decrease the discipline imposed, if the evidence so warrants.
6. The cost of the arbitrator shall be shared equally by the Employer and the Union.
7. Decisions of the arbitrator are subject to review by the County Executive, who may modify the arbitrator's decision when he/she believes the findings of fact and decision of the arbitrator are clearly contrary to the overwhelming weight of the evidence viewed in its entirety. Any ruling by the County Executive to modify a decision of an arbitrator must be submitted to the parties, in writing, within fifteen (15) days of the arbitrator's decision and must specify the facts and evidence which support such modification. The written decision of the County Executive shall be subject to judicial review, as a contested case, in the Circuit Court of Jackson County, which court shall have the authority to overturn the County Executive's decision if it is not supported by the evidence. If the County Executive fails to issue such a written decision, the decision of the arbitrator shall be final and binding.

Section E. For performance evaluations, Employees are afforded an appeal process as set forth in the Personnel Rules. Performance evaluations are not subject to the grievance, Merit System Commission Appeal, or arbitration procedures.

Article 25
Court Appearances

Section A. Any Employee required by the Employer to accompany or transport Inmates to another location or to court, shall be considered to be on regular duty and shall be compensated accordingly.

Article 26
Overtime

Section A. When an Employee is required to work more than forty (40) hours per week, the Employee will be paid overtime at the rate of time and one-half the regular rate of pay.

Section B. When overtime is deemed necessary by the Employer, it will be distributed equitably, and every effort will be made to secure volunteers before overtime work is assigned.

Section C. Voluntary Overtime. In its efforts to secure volunteers to perform unscheduled overtime work, the Employer agrees to undertake the following steps, time permitting:

- (1) A supervisor will contact all those Employees then on duty;
- (2) A supervisor will call Employees from the oncoming shift, not already assigned to work the shift for which overtime work is necessary. In this regard, the Employer agrees to make actual contact with three Employees from said shift or attempt to contact all those from said shift not already scheduled, including case managers, lead correctional officers, or any staff member qualified to perform the duties; and
- (3) A supervisor shall notify a shift Steward if overtime work is necessary and invite the Steward to participate in the efforts to secure volunteers.

Section D. Mandatory Overtime. If these steps fail to secure adequate volunteers to perform necessary work, then the Employer may assign the overtime work pursuant to a posted draft list. No changes may be made to the draft list without seven (7) days' prior written notice to affected Employees, except in emergency situations. Any Employee who is absent on unapproved leave a day that Employee would have otherwise been drafted for mandatory overtime, that Employee shall be subject to mandatory overtime on the day he or she returns to work, unless prohibited by the FMLA.

In the event the Employer requires mandatory overtime, Employees will be provided at least thirty (30) minutes notice if at all practicable.

Additionally, Employees will not be permitted to work mandatory overtime consisting of two full shifts (double shift) two days in a row. Upon completing a full double shift assignment under mandatory overtime, the Employee will be ineligible

for second shift of mandatory overtime the following day. This paragraph will not be in effect in the event that there is an extraordinary emergency condition in the Corrections facility declared by the Director of Corrections or his/her designee. In the event of a declared emergency by the Director, all Employees will be assigned as determined by Director.

Once an Employee is drafted for mandatory overtime and works at least one (1) hour, he or she will be removed from the top of the list and placed at the bottom.

Section E. Unscheduled vacation time, unscheduled comp time, funeral and sick leave, and FMLA Leave shall not count as hours worked for the purpose of computing overtime hours.

Section F. Employees may volunteer for overtime up to a maximum of 68 overtime hours per pay periods, subject to management approval in the interest of Employee safety.

Article 27 Bidding

Section A. Shift Transfers and Days Off Requests.

When openings occur for classifications in the bargaining unit, the openings shall be posted Facility-wide on Union bulletin boards for seven (7) days. The postings shall identify the classifications to be filled. Merit Employees may bid on shift transfers and days off assignments at the same time. Based on staffing levels at the time that bidding closes, vacancies will be filled in accordance with Positional Seniority. The Employer reserves the right to not fill all posted vacancies when staffing problems exist. In the event that no one bids a slot that needs to be filled, the Employer may transfer an Employee, junior in seniority, to that position on an involuntary basis.

The Employer will post a bidding announcement on the Employer bulletin board when Employees are eligible to submit requests to transfer to different shifts and days off.

Bidding periods will normally last for one (1) week.

Section B. Qualifications.

The Employer shall fill any openings on the basis of seniority, experience, job performance, and training. When experience, performance, training, and attendance record are substantially equal, seniority will govern.

Article 28
Probationary Employees

- Section A. A Probationary Employee is not a Merit Employee. However, Probationary Employees may be assisted by the Union in preparing documentation to present to the Director of Human Resources for dismissal reviews. Also, the Union shall represent probationary Employees for purposes of collective bargaining in respect to collective wages, hours, and other conditions of employment as set forth in the recognition article of this Memorandum.
- Section B. The Employer may, after complying with the performance evaluation requirements set forth in Jackson County Personnel Rules with the approval of the County Executive, advance the salary of a Merit Employee whose probationary period has expired and who has demonstrated outstanding competence and effort within the grade, in an amount not to exceed 10%. No outstanding merit increases shall be given to an Employee within the three-month period following a promotion.

Article 29
Staffing Quota

- Section A. The Employer will not replace a bargaining unit position with an Inmate.
- Section B. The Employer will make every attempt to manage an appropriate corrections officer to Inmate ratio as determined by the County.

Article 30
Shift Differential

- Section A. Each Employee permanently assigned to work a shift beginning with the majority of its hours between 2:00 p.m. and 12:00 a.m. shall receive a shift differential of \$30.00 per month. Each Employee permanently assigned to work a shift with the majority of its hours between 10:00 p.m. and 8:00 a.m. shall receive a shift differential of \$40.00 per month.
- Section B. All Bargaining Unit Employees whose regularly scheduled shift begins on a Saturday or Sunday shall be paid weekend shift differential equal to \$1.00 per hour for all actual hours worked on that shift. The \$1.00 weekend shift differential will apply to overtime calculations as well. In no event will the weekend shift differential be paid for any hours except actual hours worked.

Employees required to work overtime on Sundays will be paid pursuant to Article 26, Section A and the weekend \$1.00 shift differential.

Article 31
Leave Without Pay

Section A. The Employer has a policy whereunder an Employee may be disciplined for excessive use of leave without pay (LWOP), i.e. absences from the workplace not covered by an Employee's accumulated leave accounts. For the purpose of establishing a time frame from which to document and calculate LWOP incidents, the time frame will begin with the date of the first incident and will be documented on a continuing basis. If, after receiving LWOP disciplinary action, an Employee works for a two-year period without receiving any further LWOP disciplinary actions, then any discipline issued after the expiration of the two-year period will start again with the first step (verbal warning).

Article 32
Employee Incentive Award Program

Section A. The Employer operates an Employee incentive award program whereunder the Employer rewards Employees who have met certain standards in areas of performance such as personal fitness and attendance. Regarding attendance, Employees may earn up to four (4) days of paid leave per year for achieving perfect attendance. One (1) paid leave day will be awarded for each complete calendar quarter during which the Employee achieves perfect attendance. To qualify for perfect attendance, an Employee must meet the following guidelines for the quarter in question:

- (1) The Employee must have been employed on the first day of the quarter;
- (2) The Employee did not use any sick leave, including Family Medical Leave;
- (3) The Employee did not accumulate any "lates" that resulted in a loss of time/pay;
- (4) The Employee did not take unscheduled vacation time, i.e. vacation requested less than one week in advance;
- (5) The Employee did not receive any suspension time; and
- (6) The Employee did not use any LWOP days, except leave required under federal law, and leave requested at least one week in advance, authorized by this Memorandum.

Section B. For the purpose of calculating quarterly perfect attendance, the following dates will be used:

- 1st Quarter - January 1 through March 31
- 2nd Quarter - April 1 through June 30
- 3rd Quarter - July 1 through September 30
- 4th Quarter - October 1 through December 31

Section C. Perfect attendance days must be used within one year of being awarded and all incentive days must be used prior to an Employee's separation from the Employer.

Article 33
Parking

- Section A. The Employer will provide parking near the Facility to all Employees.
- Section B. On a quarterly basis, Employees will be offered the opportunity to be provided with a bus pass pursuant to the Employer's bus pass policy in lieu of the Employer-provided parking.

Article 34
Miscellaneous

- Section A. The Employer shall make available for inspection the Employer's operating regulations and Jackson County Personnel Rules in the administrative office area of the Facility. Should the Employer determine to utilize facilities other than the Jackson County Detention Center, the Employer agrees to make these items similarly available.
- Section B. The Employer shall take whatever steps are determined by the Employer's medical provider deemed appropriate to prevent the spread of infectious or contagious diseases within a facility. This may include the furnishing of protective clothing and the operation of isolation areas. The Employer shall post notices at any such isolation areas. Disposable plastic gloves shall be made available to intake personnel.
- Section C. Written directives issued by the Employer shall state the date, name and title of the issuing official, as well as the official's initials or signature.

Article 36
Duration, Modification and Amendment

- Section A. This Memorandum shall remain in full force and effect from the date of execution until December 31, 2020, and shall continue in full force and effect from year to year unless notice is given in writing to either party at least ninety (90) days prior to the expiration of this Memorandum. The Parties shall meet within thirty (30) days from the date of the request to meet, confer, and discuss a successor Memorandum. This Memorandum shall remain in full force and effect during the period while discussions continue for the purpose of arriving at a successor Memorandum.
- Section B. The Employer shall grant leave, to be considered time worked, to four (4) Employees, to attend meetings, confer and discuss sessions for the purpose of arriving at a successor Memorandum.
- Section C. If any article or section of this Memorandum is specifically held unlawful or unenforceable by a court of competent jurisdiction, the Parties shall meet, confer, and discuss the affected item no later than forty-five (45) days following the date of the

invalidity, if either party requests discussion of the item.

By affixing their signatures below, the American Federation of State, County and Municipal Employees AFL-CIO, Missouri/Kansas/Iowa Council 61 and on behalf of its Local Union 1707 and Jackson County, Missouri adopt this Memorandum as the final agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused their officers to inscribe their names
this _____ day of _____, 20_____.

JACKSON COUNTY, MISSOURI

By _____
Frank White, Jr., County Executive

By _____
Jennifer Schmidt, Union Staff Representative
AFSCME, State Council 61

APPROVED AS TO FORM:

County Counselor

Natasha Brown

ATTEST:

Clerk of the County Legislature

Lucy Malaeculu

Samuel Jaidah

Charolette Hardin

Lorraine Arter

Appendix A

The bargaining unit shall consist of the following job classifications within the Jackson County Department of Corrections.

**Clerk
Support Services Specialist
Inmate Services Coordinator
Corrections Officer
Part-Time Corrections Officer
Team Leader Sergeant
Librarian
Support Services Technician
Lead Support Services Technician
Records Specialist
Lead Records Specialist
Records Financial Specialist**

Appendix B

UNION DUES AUTHORIZATION FORM

To be provided by the Union and Approved by the Employer.

Appendix C

DOMESTIC PARTNER DEFINED

Domestic partners are defined as two adults who:

- Are at least 18 years of age;
- Have an exclusive mutual commitment to share responsibility for each other's welfare and financial obligations which has existed for at least 12 months prior to the enrollment of the Domestic Partner coverage which is expected to last indefinitely;
- Have maintained the same residence for at least 12 months prior to the enrollment of the Domestic Partner coverage;
- Are competent to contract at the time the domestic partnership statement is completed;
- Are not legally married to any person and not related in any way that would prohibit marriage in the State of Missouri; and
- Are each other's sole domestic partners.

Domestic partners must have at least three of the following:

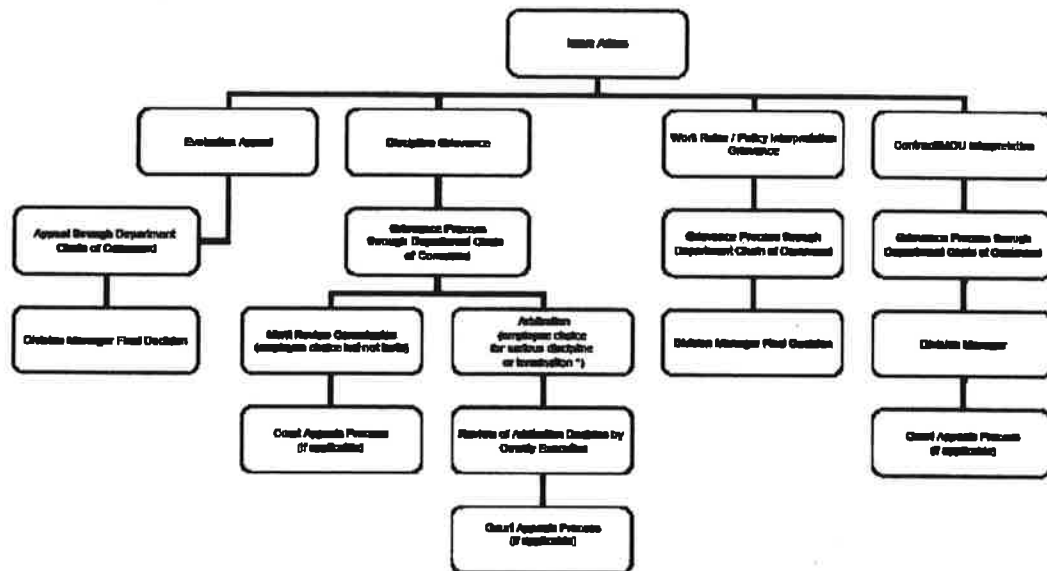
- Joint lease, mortgage, or deed;
- Joint ownership of vehicle;
- Designation of the Domestic Partner as durable power of attorney or health care proxy;
- Joint wills or designation of the Domestic Partner as executor and/or primary beneficiary;
- Joint bank account, joint credit cards, or other evidence of joint financial responsibility;
- Designation of the domestic partner as beneficiary for the Employee's life insurance or retirement benefits; and
- Such other proof to establish financial interdependency under the circumstances of their particular case as considered being sufficient.

Or as otherwise provided for in County policies.

Appendix D

CONFLICT RESOLUTION PROCESS CHART

Conflict Resolution Procedures



* Serious discipline includes termination, demotion, or suspension of 5 days or more

* The above procedure is illustrative in purpose. Specific steps are governed in the Memorandum of Understanding and County's Personnel Rules, or as otherwise set forth in law.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION congratulating the Kenneth L. Yeagle Post 30 of the Veterans of Foreign Wars on the occasion of its thirtieth anniversary celebration.

RESOLUTION NO. 19842, April 23, 2018

INTRODUCED BY Greg Grounds, Scott Burnett, Alfred Jordan, Garry J. Baker, Crystal Williams, Tony Miller, Dennis Waits, Dan Tarwater III, and Theresa Galvin, County Legislators

WHEREAS, the Kenneth L. Yeagle Post 30 of the Veterans of Foreign Wars (VFW) of the United States was chartered on February 5, 1992, in Blue Springs, Missouri; and,

WHEREAS, the members of Post 30 have consistently rendered valuable service to the community and the nation in time of war and in time of peace; and,

WHEREAS, the Post continues to play an important role in the life of the citizens of Blue Springs through its involvement in benefit programs for veterans, youth, senior citizens, and the community as a whole; and,

WHEREAS, Post 30 has distinguished itself within the VFW organization by its selection as an All-State Post twenty-one times, and having an All-American District Commander, an All-State County Council Commander, a Veterans of Foreign Wars National Convention Chairman, along with numerous State and National Committee Chairmanships; and,

WHEREAS, Post 30 has shown tremendous leadership qualities by serving as the home of a State Commander, one Missouri Association of Veterans Organizations (MAVO) President, four District Commanders, one State Quartermaster, two Missouri Veterans Commission Chairmen, two state legislators, and one mayor; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby recognizes the Kenneth L. Yeagle Post 30 of the Veterans of Foreign Wars of the United States as a model of leadership and a pillar of support to military veterans and the members of our community.

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. 19842 of April 23, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature