

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with two twelve-month options to extend for the furnishing, installation, and repair of emergency equipment for use by the Sheriff's Office to 911 Custom of Overland Park, KS, as a sole source purchase.

RESOLUTION NO. 20188, July 1, 2019

INTRODUCED BY Jeanie Lauer, County Legislator

WHEREAS, the Sheriff's Office has a need for the acquisition, installation, and repair of emergency equipment for use in its fleet vehicles; and,

WHEREAS, the Sheriff's Office desires to continue to use Whelan equipment to ensure ease of maintenance, and to avoid the need to stock replacement parts from multiple manufacturers; and,

WHEREAS, 911 Custom of Overland Park, KS, is the only authorized dealer for Whelan equipment in the greater Kansas City metropolitan area; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Sheriff's Office and the Director of Finance and Purchasing recommend the award of a twelve-month term and supply contract with two twelve-month options to extend for the furnishing, installation, and repair of emergency equipment for the Sheriff's office to 911 Custom of Overland Park, KS, as a sole source purchase; now therefore,

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

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

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20188 of July 1, 2019, was duly passed on _____, 2019 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.

6/27/19

Date



Chief Administrative Officer

**REQUEST FOR LEGISLATIVE ACTION
EXECUTIVE OFFICE**

JUN 25 2019

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20188

Sponsor(s): Jeanie Lauer

Date: July 1, 2019

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract, with Two Twelve Month Options to Extend for the Purchase, Installation and Repair of Whelen Emergency Equipment for use by the Sheriff's Office to 911 Custom of Overland Park, Kansas as a Sole Source</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td>\$</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Sheriff's Office Estimated Use: \$100,000</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:	\$
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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): 19866, May 21, 2018</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>										
REQUEST SUMMARY	<p>The Sheriff's Office requires a Term and Supply Contract to Purchase, Install and Repair Whelen Emergency Equipment on their fleet vehicles. 911 Custom of Overland Park, Kansas is the only authorized dealer in the Greater Kansas City Metropolitan Area that sells, installs and repairs Whelen Emergency Equipment.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Sheriff's Office and the Purchasing Department recommend the award of a Twelve Month Term and Supply Contract, with Two Twelve Month Options to Extend for the Purchase, Installation and Repair of Whelen Emergency Equipment for the Sheriff's Office to 911 Custom of Overland Park, Kansas as a Sole Source.</p> <p>This Award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
COMPLIANCE	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No Goals Assigned to this Contract <input type="checkbox"/> VBE Goals</p>										
ATTACHMENTS	<p>Sole Source Memorandum from Captain David Epperson</p>										

REVIEW	Department Director: <i>Michael H. Harty +3</i>	Date: <i>06-19-19</i>
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: <i>6/19/19</i>
	Division Manager: <i>Gary S. Mathiere</i>	Date: <i>6-25-19</i>
	County Counselor's Office: <i>Duncan County</i>	Date: <i>6/25/2019</i>

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.



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

TO: Barbara Casamento
FROM: Captain David Epperson
DATE: 06/10/2019

SUBJECT: Sole Source Letter- 911 Customs

Ms. Casamento,

I am submitting this memorandum to request 911 Customs LLC 6970 W. 152nd Terrace Overland Park, Kansas 66223, telephone (913) 390-8540, Fax (913) 390-7889 be considered a sole source vendor for Sheriff's Office emergency equipment needs.

The Sheriff's Office has used this vendor for the past seven years as a supplier of new and used emergency equipment to outfit our vehicles with items such as light bars, sirens, wig-wags, electrical repairs, computer stand, rifle and shotgun racks, flashers and wiring issues. They have provided excellent service to our agency over the past several years, making our service a number one priority and they often make minor repairs to equipment at no charge. Our Agency has a large quantity of Whelan brand equipment and 911 customs, who is the sole provider of the equipment in our region, has traditionally provided a warrantee and fixed our units free of charge including labor.

Our agency prefers Whelan equipment because the company has provided durable emergency equipment for law enforcement vehicles for over a half of a century. They manufacture all of the equipment necessary to outfit our emergency vehicles and they are field proven and set the industry standard.

In conclusion, I recommend using 911 Customs as our sole vendor due to their excellent service record and their presence within our region. Our agency estimates spending around \$100,000 with 911 Customs this year to include outfitting several emergency vehicles and additional monies for unexpected costs.

A handwritten signature in black ink, appearing to read "Capt D. Epperson".

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION recognizing KC Healthy Kids on the occasion of its collaborative project, Art for KC Voices, to promote awareness of food policies in our community.

RESOLUTION NO. 20189, July 1, 2019

INTRODUCED BY Crystal Williams, Theresa Galvin, Dan Tarwater III, Jalen Anderson, Tony Miller, Scott Burnett, Ronald E. Finley, Charlie Franklin, and Jeanie Lauer, County Legislators

WHEREAS, KC Healthy Kids is a non-profit developed to create awareness and accessibility of healthy food options in our community; and,

WHEREAS, KC Healthy Kids launched Art for KC Voices, a collaborative project involving residents and stakeholders in low income, racially diverse neighborhoods in Jackson County in sharing stories and information about how food policies shape our community; and,

WHEREAS, the artists selected for this project are emerging artist Cheyenne Bands, muralist J.T. Daniels, and poet Natasha Ria El-Scari; and,

WHEREAS, these artists' works will be exhibited throughout Jackson County in July to raise awareness about the importance of food assistance programs; and,

WHEREAS, this collaborative project addresses SNAP, WIC, school food and other programs contained in the Child Nutrition Reauthorization and the 2018 Farm Bill; and,

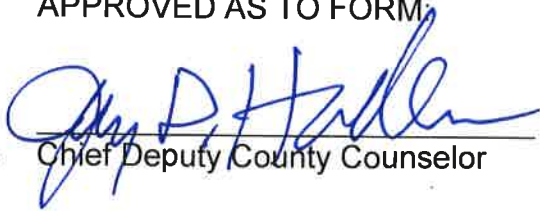
WHEREAS, Art for KC Voices is partnering with the University of Missouri – Kansas City Center for Neighborhoods, the Community Health Council of Wyandotte County, the Historic Northeast-Midtown Association, and KC Healthy Kids; and,

WHEREAS, funding for this project was provided by the Health Forward Foundation and the Convergence Partnership; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby recognizes the Art for KC Voices and the KC Healthy Kids program.

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. 20189 of July 1, 2019, was duly passed on _____, 2019 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 Supplemental Agreement No. 2 to the Longview Lake Lease No. DACW41-1-87-34 with the United States Secretary of the Army for the installation of a new wastewater treatment facility and a new golf cart barn at the Fred Arbanas Golf Course.

RESOLUTION NO. 20190, July 1, 2019

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, on July 8, 1987, the Secretary of the Army, acting on behalf of the United States of America, did grant Lease No. DACW41-1-87-34, authorizing the use of Longview Lake for recreational purposes for a term of fifty years; and,

WHEREAS, the U.S. Secretary of the Army has now requested that the County execute Supplemental Agreement No. 2 to the Lease Agreement No. DACW41-1-87-34 to allow the removal of the existing wastewater treatment facility and installation of a new wastewater treatment facility on government-owned land; and,

WHEREAS, execution of this Supplemental Agreement is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

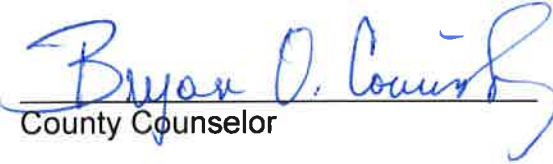
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be, and is hereby, authorized to execute for the County the attached Supplemental Agreement No. 2 to the Longview Lake Lease No. DACW41-1-87-34.

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. 20190 of July 1, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, KANSAS CITY DISTRICT
635 FEDERAL BLDG
601 E 12TH STREET
KANSAS CITY, MISSOURI 64106-2824

March 28, 2019

Civil Branch

SUBJECT: Transmittal of Proposed Supplemental Agreement (SA) No. 2 to
Lease No. DACW41-1-87-34, Longview Lake, Missouri

Jackson Count Parks and Recreation
Attn: Bruce Wilke
22807 Woods Chapel Road
Blue Springs, Missouri 64015

Dear Mr. Wilke:

Enclosed is proposed SA No. 2 to Subject Lease issued to the county of Jackson County, Missouri. The attached Supplemental Agreement grants approval for the construction of a maintenance building and golf cart barn and installation of above ground fuel dispenser.

If SA No. 2 is satisfactory, please have the appropriate official of your organization sign and date the proposed document. Have another official complete the Certificate of Authority. Please return all documents to this office in the enclosed return envelope **within 15 days** of receipt of this letter. After our countersignature, you will receive an executed copy for your records.

If you have any questions, please do not hesitate to contact me at 816-389-3019 or by email at Rachel.M.Spitaleri@usace.army.mil.

Sincerely,

A handwritten signature in blue ink, appearing to read "RMS", is positioned above the typed name.

Rachel M. Spitaleri
Realty Specialist, Civil Branch
Real Estate Division

Enclosure

SUPPLEMENTAL AGREEMENT NO. 2
TO
LEASE NO. DACW41-1-87-34
For Public Park and Recreational Purposes
Longview Lake
Jackson County, Missouri

WHEREAS, the Secretary of the Army, acting for and in behalf of the United States of America, as Secretary, did grant Lease No. DACW41-1-87-34 to the county of ***Jackson County, Missouri***, whose principal office is located at **22807 Woods Chapel Road, Blue Springs, Missouri 64015**, hereafter referred to as the Lessee, for public park and recreational purposes, for a term of Fifty (50) years, beginning July 8, 1987 and ending July 7, 2036; and

WHEREAS, Supplemental Agreement No. 1 added Exhibit "D" and installed an upgraded wastewater treatment facility; and

WHEREAS, a request has been submitted to construct a maintenance building and golf cart barn and install a UL142 above ground fuel dispenser.

NOW THEREFORE, it is mutually agreed to by both parties to amend Lease DACW41-1-87-34, in the following particulars, but no others, effective upon execution by both parties:

Add the following paragraph 28. SPECIAL CONDITIONS:

- a. Construction of a maintenance building as shown in Exhibit "D" and golf cart barn as shown in Exhibit "E" and in accordance with submitted engineered stamped plans is approved.
 - i. Grantee shall comply with most recent national Electric Code Standards with the updates that occurred in 2011, 2014, and 2017.
- b. Installation of a UL142 above ground fuel dispenser is approved.
 - i. Grantee shall comply with all current standards for Clean Water Act and updated Spill Prevention Plan upon installation.

Add Exhibit "D", Maintenance Building Engineered Stamped Plans.

Add Exhibit "E", Golf Cart Barn Engineered Stamped Plans.

Add Exhibit "F", Map.

Add Exhibit "G", Executive Order 13658.

All other conditions remain the same.

This Supplemental Agreement No. 2 to Lease No. DACW41-1-87-34 is not subject to Title 10, U.S.C. Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 2019.

Kevin L. Bishop
Real Estate Contracting Officer
United States Army Corps of Engineers
Kansas City District

This Supplemental Agreement No. 5 to Lease DACW41-1-84-34, is also executed by the Lessee this _____ day of _____, 2019.

Jackson County, Missouri

Signature

Printed Name

Title

CERTIFICATE OF AUTHORITY

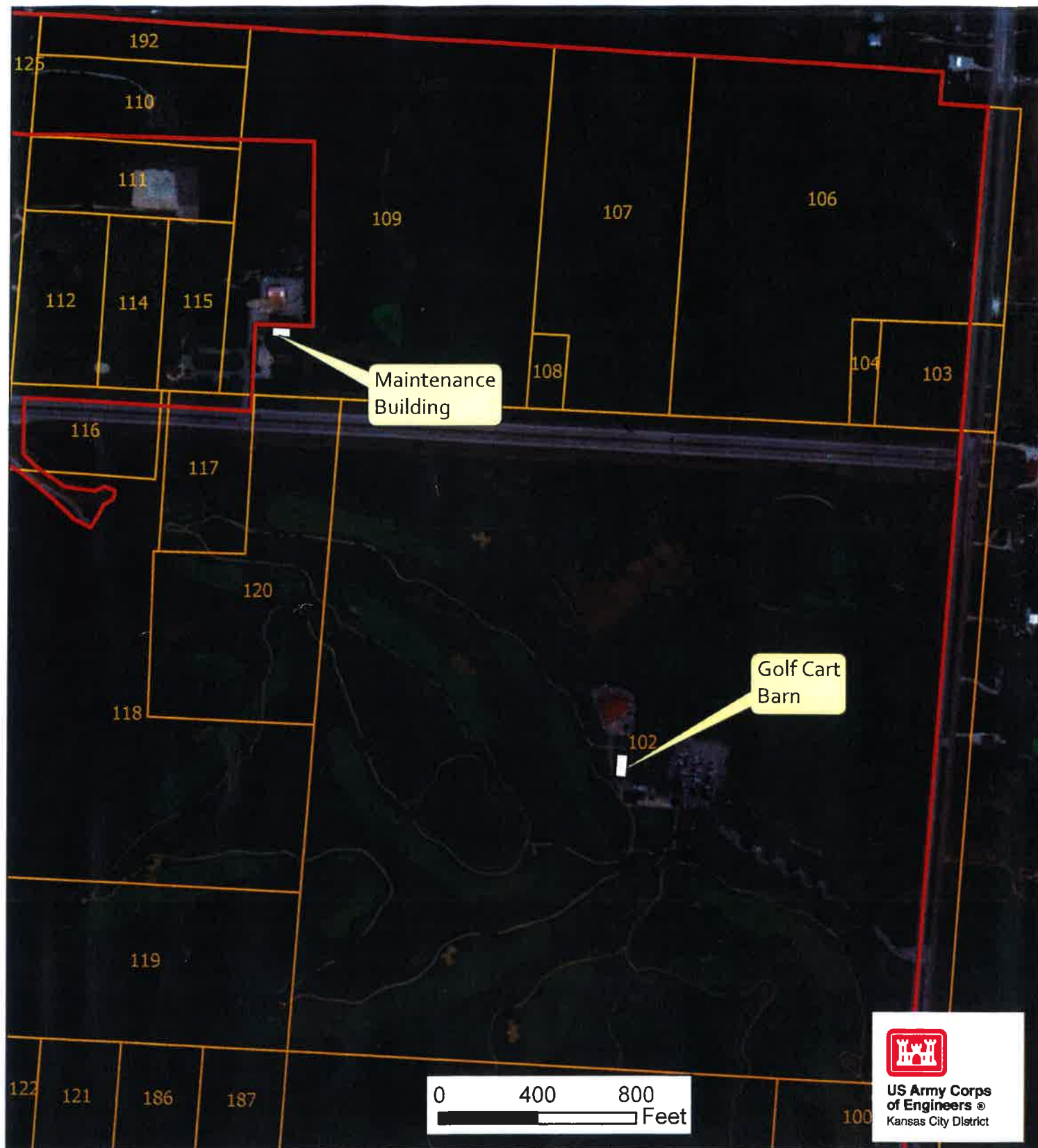
I, _____ (Name), certify that I am the
_____(Title) of the county of **Jackson County, Missouri**, that
_____(signator of outgrant) who signed the foregoing
instrument on behalf of the grantee was then _____(title of signator
of outgrant) of the county of **Jackson County, Missouri**. I further certify that the said
officer was acting within the scope of powers delegated to this governing body of the
grantee in executing said instrument.

Jackson County, Missouri

Date

Clerk or Appropriate Official

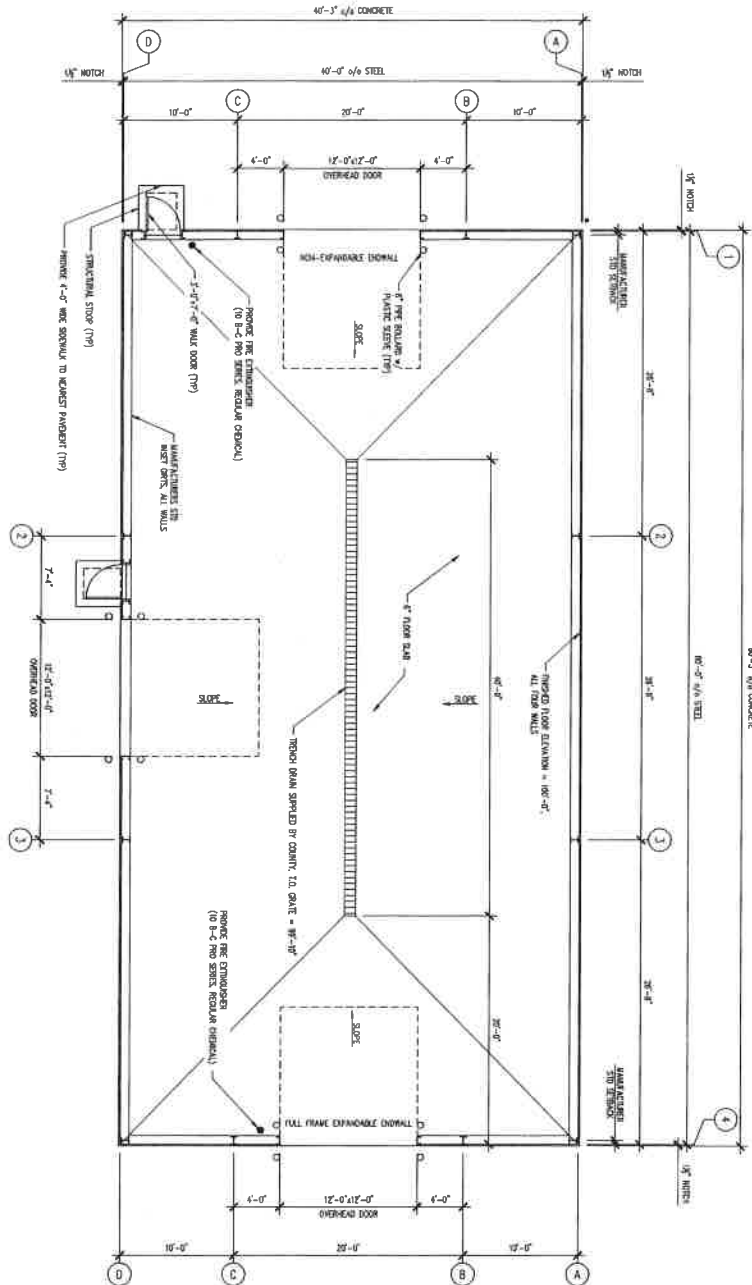
AFFIX SEAL



- Outgrant Boundary
- Tracts



LONGVIEW LAKE
LEASE NO. DACW41-1-87-34
COUNTY OF JACKSON COUNTY, MISSOURI
Maintenance building, golf cart barn and fuel dispenser
Multiple Tracts
4620 acres
Jackson County, Missouri



- REMARKS:**
1. SEE INFORMATION AND LANDSCAPE BY COUNTY.
 2. DRAINAGE BY COUNTY. COORDINATE TO INCORPORATE INTO CONSTRUCTION.

Exhibit "D"

SHEET
S1.0

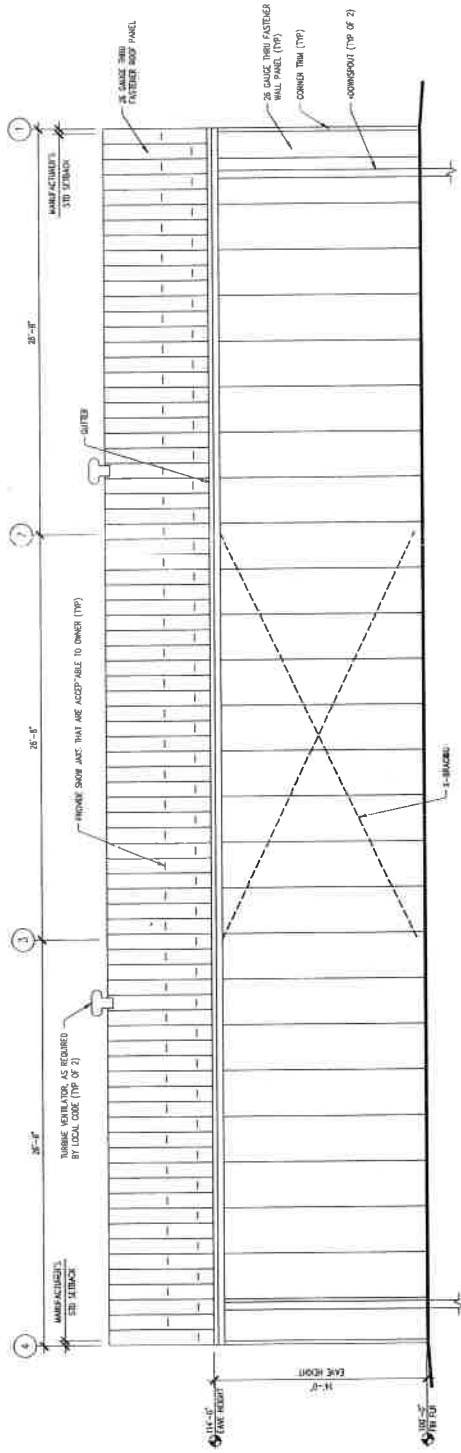
FLOOR PLAN
LONGVIEW OPERATIONS CENTER - 10700 EAST 109TH
JACKSON COUNTY PARKS + REC
KANSAS CITY, MO

REV. NO.	DATE	REVISIONS DESCRIPTION
1	2018	REVISIONS



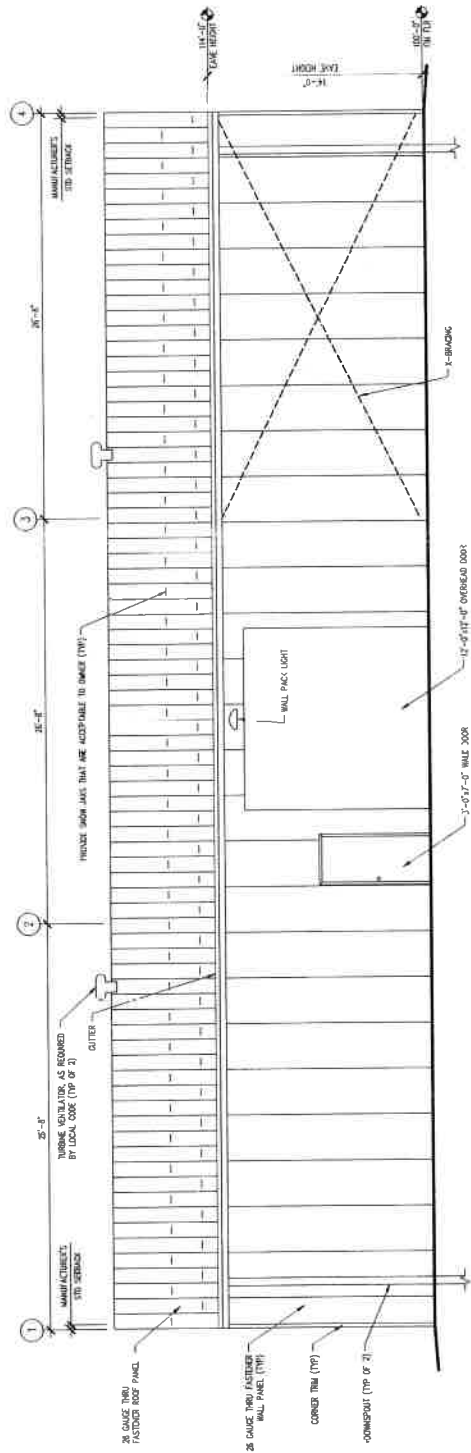
MOLSSON ASSOCIATES
201 East 9th Street
Grand Island, NE 68801
TEL: 408.984.8700
FAX: 408.984.8702
www.molssonassociates.com

Exhibit "D"



1 NORTH ELEVATION
SCALE 1/8"=1'-0"

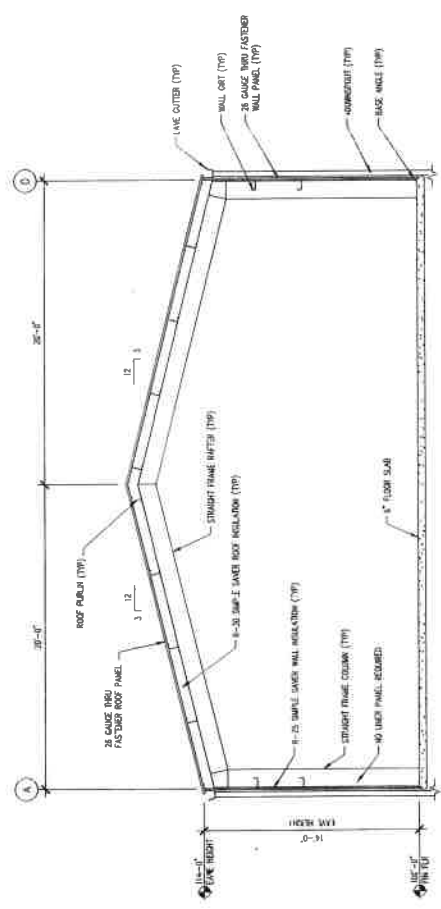
*NOTE: DOWNSPOUTS TO BE TIED INTO UNDERGROUND DRAIN SYSTEM PROVIDED BY THE COUNTY



2 SOUTH ELEVATION
SCALE 1/4" = 1'-0"

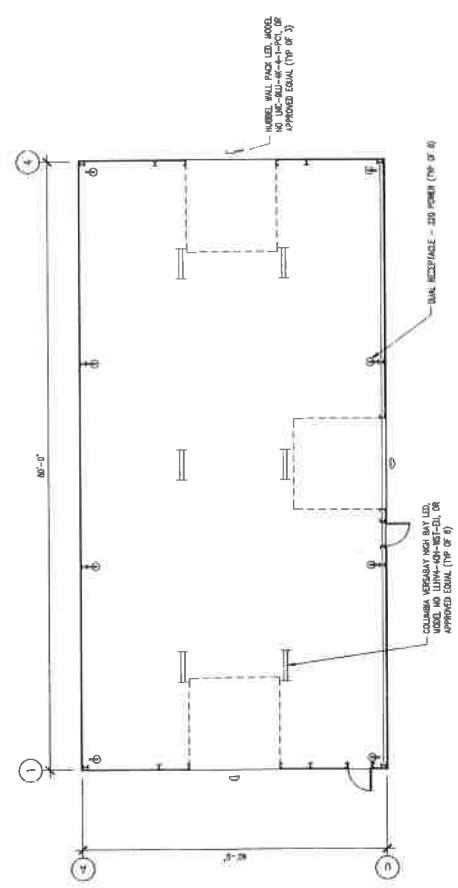
MORE DOWNPLOTS TO BE TIED INTO UNDERGROUND BEAM SYSTEM PROVIDED BY THE COUNTY

Exhibit "D"



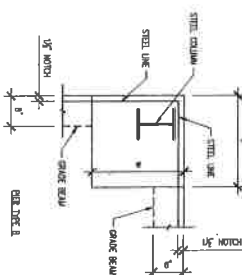
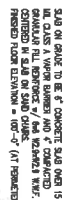
1 **CROSS SECTION**
SCALE: $1/8"=1'-0"$

WIRE CONNECTED TO BE TIED INTO UNDERGROUND DRAIN SYSTEM PROVIDED BY THE COUNTY



2 ELECTRICAL FIXTURE PLAN
SCALE: N.T.S.

OTHER INFO AND USE MAY NEED TO BE ADJUSTED BASED ON SELECTED RETAIL BUILDING SUPPLY'S COLUMN LAYOUT



- (f). Shall be specified in the County

S3.0

KANSAS CITY, MO

2018

REVISIONS

RE
N

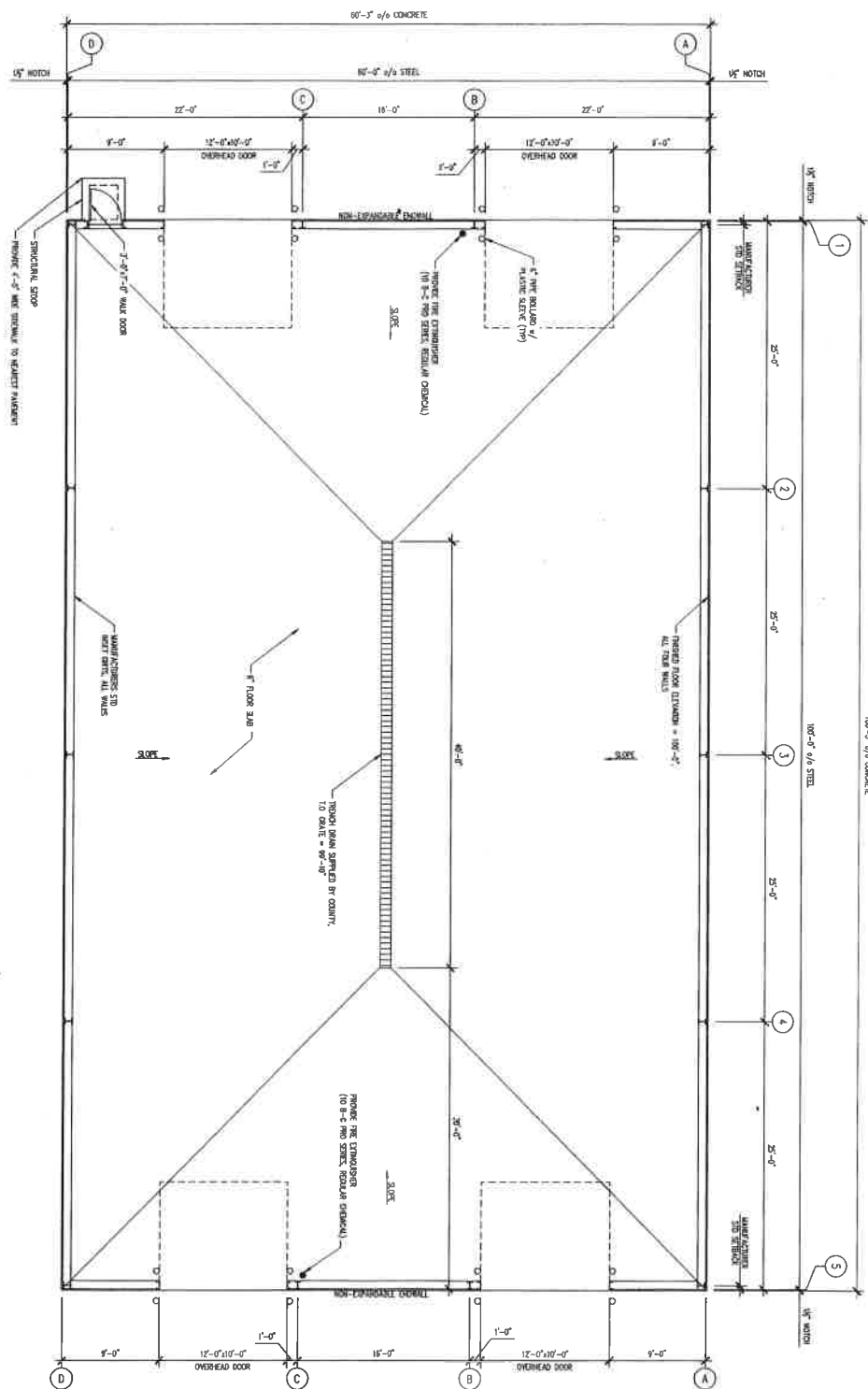
DATE _____

REVISIONS DESCRIPTION



221 East 2nd Street
Grand Island, NE 68031

TEL 308.384.8750
FAX 308.384.8752 www.hammill-south.com



1. SITE PREPARATION AND LANDSCAPING BY COUNTY.
2. PLUMBING BY COUNTY. CONTRACTOR TO INCORPORATE INTO CONSTRUCTION.

Exhibit "E"

SHEET
S1.0

FLOOR PLAN

FRED ARBANAS GOLF COURSE CART BARN - 11100 VIEW HIGH DR
JACKSON COUNTY PARKS + REC

KANSAS CITY, MO

2018

REVISIONS

[illegible]

201 East 2nd Street
Grand Island, NE 68031

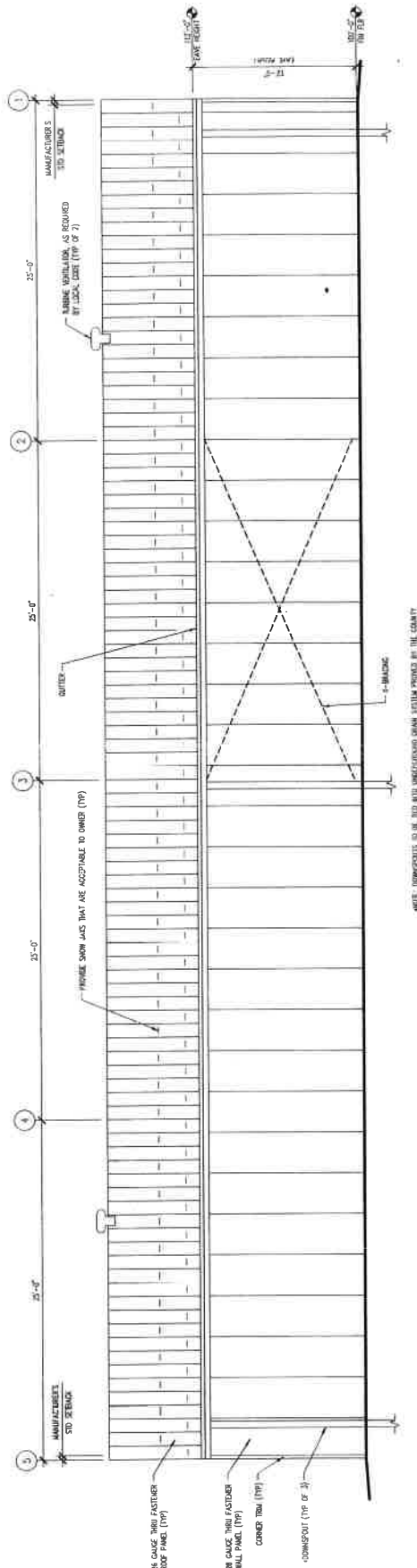
TEL 308.384.8750
FAX 308.384.8752

www.coccolading.com

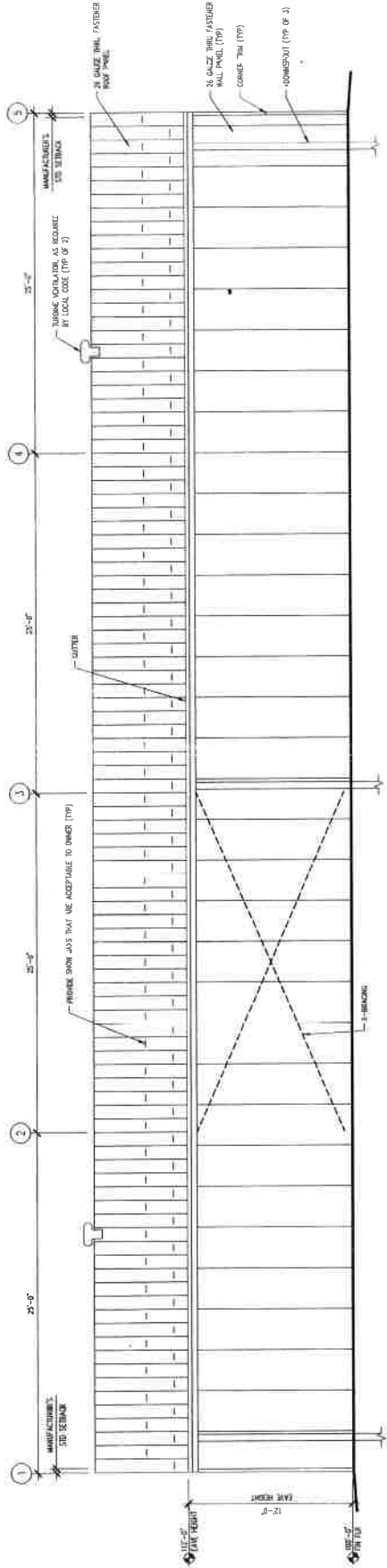
[illegible]

NOLSSON
ASSOCIATES

Exhibit "E"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"



① EAST ELEVATION
SCALE: 1/8" = 1'-0"

THESE DATA DO NOT PROVIDE A BASIS FOR CONCLUSIONS REGARDING THE EFFECTS OF THE PROGRAM ON THE STUDENTS' ATTITUDES.

NOTE: DOWNGRADS TO BE SET BY UNIFORM GRAM SYSTEM PROVIDED BY THE COUNTY

REQUEST FOR LEGISLATIVE ACTION EXECUTIVE OFFICE

JUN 25 2019

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20190

Sponsor(s): Tony Miller

Date: July 1, 2019

SUBJECT	<p>Action Requested</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p>Project/Title: A RESOLUTION authorizing the County Executive to execute Supplemental Agreement No. 2 to the Longview Lake Lease No. DACW41-1-87-34 with the United States Secretary of the Army</p>																	
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Amount previously authorized this fiscal year:	0																	
Total amount authorized after this legislative action:	\$0																	
Amount budgeted for this item * (including transfers):	\$0																	
Source of funding (name of fund) and account code number:	\$0																	
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Res #18379 March 7, 2014</p>																	
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Bruce Wilke, Landscape Architect 503-4802</p>																	
REQUEST SUMMARY	<p>A RESOLUTION authorizing the County Executive to execute Supplemental Agreement No. 2 to the Longview Lake Lease No. DACW41-1-87-34 with the United States Army Corps of Engineers for construction of a maintenance building with a new UL142 above ground fuel dispenser and a new golf cart barn. The Corps of Engineers has reviewed and approved the construction plans for these facilities. The maintenance building and fuel dispenser will replace our current facility allowing us to move out of the deteriorating existing building. The golf cart barn is to replace the previous structure destroyed by a storm in 2017.</p>																	
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)</p> <p><input type="checkbox"/> Business License Verified (Purchasing & Department)</p> <p><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																	
COMPLIANCE	<p><input type="checkbox"/> MBE Goals</p> <p><input type="checkbox"/> WBE Goals</p> <p><input type="checkbox"/> VBE Goals</p>																	
ATTACHMENTS	<p>Supplemental Agreement No. 2</p>																	
REVIEW	<table border="1"> <tr> <td>Department Director:</td><td>Date:</td></tr> <tr> <td><i>Michelle Newman</i></td><td>6-21-19</td></tr> <tr> <td>Finance (Budget Approval):</td><td>Date:</td></tr> <tr> <td><i>N/A</i></td><td></td></tr> <tr> <td>Division Manager:</td><td>Date:</td></tr> <tr> <td><i>Darryl Bonethere</i></td><td>6-25-19</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> <tr> <td><i>Bryan Smith</i></td><td>6/25/2019</td></tr> </table>		Department Director:	Date:	<i>Michelle Newman</i>	6-21-19	Finance (Budget Approval):	Date:	<i>N/A</i>		Division Manager:	Date:	<i>Darryl Bonethere</i>	6-25-19	County Counselor's Office:	Date:	<i>Bryan Smith</i>	6/25/2019
Department Director:	Date:																	
<i>Michelle Newman</i>	6-21-19																	
Finance (Budget Approval):	Date:																	
<i>N/A</i>																		
Division Manager:	Date:																	
<i>Darryl Bonethere</i>	6-25-19																	
County Counselor's Office:	Date:																	
<i>Bryan Smith</i>	6/25/2019																	

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a License Agreement with the Missouri Highways and Transportation Commission relating to the construction of Little Blue Trace Trail Improvements, at no cost to the County.

RESOLUTION NO. 20191, July 1, 2019

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, by Ordinance 5204, dated February 25, 2019, the Legislature did accept a supplemental grant from the Missouri Department of Natural Resources Division of State Parks Land (MoDNR) to provide funding to provide Little Blue Trace Trail users a safe route to cross the Little Blue River at M-78 highway; and,

WHEREAS, the Missouri Highways and Transportation Commission (MoDOT) has prepared a License Agreement with terms and conditions allowing the County to construct improvements on MoDOT's M-78 Highway right of way to accommodate the needed safety improvements to the Little Blue Trace Trail; and,

WHEREAS, the execution of to the License Agreement with MoDOT, is in the best interest of the health, welfare, and safety of the citizens of Jackson County; now therefore,

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

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. 20191 of July 1, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funding for future years is subject to annual appropriation in the County's then current budget.

6/27/19
Date


Chief Administrative Officer

CCO Form: RW37
Approved: 01/09 (ASB)
Revised: 06/17 (GH)
Modified:

COUNTY JACKSON
ROUTE MO78

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION LICENSE AGREEMENT

THIS AGREEMENT is entered into by the **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION** (hereinafter, "Commission") and the **JACKSON COUNTY PARKS AND RECREATION** (hereinafter, "JCPR").

WITNESSETH:

WHEREAS, the Commission is an entity of the State of Missouri created by state law and owns and maintains State Route MO78 (hereinafter, "Highway") as part of the State Highway System in Jackson County, Missouri;

WHEREAS, the JCPR owns and operates the Pedestrian trail(s) (hereinafter, "Trail") located throughout the area, including those portions of the Trail laying outside of the Commission's property limits of Highway lying between centerline station 340+72.22 and centerline station 354+61.50;

WHEREAS, the JCPR desires to use that portion of the Commission property limits of Highway lying between centerline station 340+72.22 and centerline station 354+61.50, (hereinafter, "Trail Connector") for the users of the Trail to cross Commission property when traveling on those portions of the Trail laying outside the said Commission property limits;

WHEREAS, the Commission agrees to allow the JCPR to use Commission property for the purposes, and subject to the terms and conditions, herein stated.

NOW, THEREFORE, in consideration of the promises, covenants and representations in this Agreement, the parties agree as follows:

(1) **LICENSE GRANTED:** The Commission hereby grants the County and its successors, a non-exclusive right to use that portion of the Commission property across Highway at the location described on Exhibit "A" for the users of the Trail to cross the said Commission property to reach the point where the trail resumes, while traveling from one trail end to the other trail end outside the Commission property limits.

(2) **CONSIDERATION FOR THIS LICENSE:** The Commission grants this license freely and without charge, based on the JCPR's express agreement to comply with the terms and conditions of this Agreement. This license is revocable by the

Commission through its Missouri Department of Transportation (MoDOT) representatives at any time, with or without cause; and this license is automatically revoked by operation of law if the JCPR violates any term or condition of this Agreement. The conditions of this License are:

(A) The license is conditioned on pedestrian or bicycle use of this area only.

(B) Use of the Commission property is prohibited in times of floodwaters on the Trail Connector.

(C) There will be no public park or recreational use or dedication of the Commission property for outdoor recreational use.

(3) WORK BY THE COUNTY: The JCPR shall construct a paved surface on the Trail Connector in the Commission property limits of Highway lying between centerline station 340+72.22 and centerline station 354+61.50, pursuant to the plans and specifications as referred to herein. This non-exclusive license prohibits conversion of the property to a 4f or 6f property as stated in the Code of Federal Regulations 23CFR771.135. It is expressly understood and agreed that the primary purpose of the property which is the subject matter of this agreement shall remain for use of the Commission.

(4) CERTIFICATES/PERMITS: The JCPR's Engineer will complete and provide the necessary permits and the no-rise certificate, which will certify that the proposed paved surface will cause "no rise" in the 100-year flood elevation.

(5) TRAIL CONNECTOR DESIGN: The JCPR, consulting engineers and architects, have prepared final plans and final specifications for the Trail Connector to be constructed by the JCPR. The Trail Connector is designed to meet requirements of AASHTO, ADA, and Commission standards. The JCPR shall submit to Commission's District Engineer (hereinafter, "District Engineer") the final plans and specifications for the Trail Connector for written approval by the District Engineer subject to the concurrence of the Federal Highway Administration (hereinafter, "FHWA") before any construction can begin over the Commission property. The general design and location of the Trail Connector is shown on Exhibit "B" which is attached to this Agreement and incorporated herein by reference.

The Commission shall either approve or disapprove the final plans and specifications for the Trail Connector within a reasonable time after receipt from the JCPR. The Commission, having no authority over FHWA approval measures, makes no representation as to the amount of time necessary to obtain FHWA concurrence to approval of the final plans and specifications. However, the Commission will promptly cooperate with and provide all information within its control to the FHWA in order to expedite the approval process.

After written approval is obtained from the Commission and upon proper application by the JCPR, the Commission shall issue, through its District Engineer or the District Engineer's authorized representative, any permits necessary for the JCPR to perform the work contemplated herein. Any significant revision in the design or construction of the Trail Connector shall receive prior written approval of the Commission subject to concurrence by the FHWA. The Trail Connector shall be constructed in accordance with the plans and specifications to the satisfaction of the District Engineer or the District Engineer's authorized agents.

(6) PLAN SHEET: The plan sheet showing the property lines subject to this license is attached to this Agreement as **Exhibit "C"** and incorporated herein by reference.

(7) CONSTRUCTION CONTRACTOR: The Commission acknowledges that the JCPR will enter into a construction contract with an approved Contractor (hereinafter, "Contractor") to construct the Trail Connector Improvements in accordance with the approved plans and specifications. The JCPR shall cause Contractor to submit appropriate documentation to the Commission, to include the following provisions:

(A) Commission Inspection: The Commission's agents and employees will be authorized to inspect the work on the Trail Connector and to approve or disapprove such work in the same manner as if the construction contract has been entered into between the Contractor and the State of Missouri acting by and through the Commission. The Commission agrees that all such inspections shall be conducted in a timely and reasonable manner.

(B) Responsible Party for Payment: The Contractor will look solely to the JCPR for payments pursuant to the construction contract, including, but not limited to payments for base contract work and change order work, and for claims pursuant to the contract or for breach thereof, and confirming that Contractor shall have no claim rights against the Commission, its employees, agents, successors, or assigns.

(C) Construction Bonds: The JCPR shall acquire from the Contractor and shall deliver, prior to commencement of work on the Trail Connector, executed copies of Contractor's performance and payment bonds from commercial surety companies qualified and authorized to do business in Missouri, each in a penal amount equal to the contract sum, assuring the JCPR and the Commission, which shall be named as obligees therein, as their interests may appear, of (1) performance of all contractual obligations, and (2) payment for all related labor, materials, and costs. Such bonds may be issued as part of performance and payment bonds on construction for work other than the Trail Connector. The performance and payment bond requirement does not render the Trail Connector construction project a public works project.

(8) RESTORATION OF COMMISSION PROPERTY: At all times during the construction or maintenance of the Trail Connector, the JCPR and Contractor shall construct and maintain the Trail Connector in a manner that will not injure or damage

the paved highway facility area or any of Commission property adjacent thereto, unless as specified herein. After construction of the Trail Connector, the JCPR will restore the unpaved property to its original condition, as determined by the District Engineer. Disturbed areas will be fine graded, seeded, mulched or sodded by the JCPR.

(9) TRAIL CONNECTOR COST: The JCPR shall construct and maintain the Trail Connector at its own cost and expense in accordance with the final plans and final specifications as approved by the Commission and the FHWA. If and when the highway is expanded, the Commission is fully responsible for cost of the restoration to the Trail Connector. Once restoration has been completed the JCPR shall resume its maintenance responsibility for the Trail Connector.

(10) DURATION OF LICENSE: The Commission and the JCPR agree that this license and all rights of entry granted hereunder shall terminate and no longer be in effect no later than sunset on the **31st day of May, 2044**. Upon approval of both parties, the terms and conditions of this Agreement are renewable for an additional twenty-five (25) years from the date of the expiration of the Agreement. Any extension shall be memorialized in an appropriate Supplemental Agreement and executed by the duly authorized representatives of the parties.

(11) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the Commission and the JCPR as partners in a partnership or joint venture for any purpose whatsoever.

(12) NO KNOWLEDGE OF HAZARDOUS OR TOXIC SUBSTANCES ON PROPERTY: The Commission states that to the best of its knowledge and belief, there has been no generation, transportation, storage, treatment, disposal, release, leakage, spillage or emission of any hazardous or toxic substance or material or any aboveground or underground petroleum product contamination on the subject property during the Commission's ownership of the property, and the Commission's representatives are not aware of the presence of any such hazardous or toxic substance or material, or petroleum product contamination, on the subject site. The Commission makes no warranty or representation concerning the possibility of or absence of, concealed property contamination by such substances or materials, and the JCPR assumes the risk of their presence, unknown and undetected. If the JCPR discovers actual or potential hazardous or toxic substances or materials, or petroleum contamination on the subject property, the JCPR is requested to leave the property and notify the Commission's MoDOT representatives immediately.

(13) HUMAN REMAINS, SACRED OBJECTS AND ARTIFACTS: If human remains, or Native American or other sacred objects, artifacts or items of value are encountered during the use of the Trail Connector, their treatment will be handled in accordance with Sections 194.400 to 194.410, RSMo, as amended. There are no human remains, sacred objects, artifacts or other items of value known to be on the subject Trail Connector, to the best knowledge of Commission's MoDOT representatives. However, if the JCPR finds any human remains, sacred objects,

artifacts, or other items, of value on the subject property, the JCPR shall immediately cease the use of the Trail Connector and contact the Commission's MoDOT representatives.

(14) ASSIGNMENT OF RIGHTS UPON DEFAULT, COMMISSION OPTION: If the JCPR defaults and abandons the Trail Connector construction project, the Commission has the right, at its discretion, to complete construction of the Trail Connector or demolish the structure. The Commission shall have the right to charge all payments associated with and costs of construction or demolition to the JCPR. Such assignment is at the option of the Commission, so that the Commission, if it elects, may compel performance and payments by Contractor (or a substitute contractor) in compliance with the construction contract as secured by the required surety bonds.

(15) TRAFFIC CONTROL PLAN, SIGNING AND SCHEDULING OF CONSTRUCTION: The JCPR agrees to provide to the District Engineer a traffic control plan for handling traffic during the contemplated construction. The JCPR agrees to provide construction signing in compliance with the Manual on Uniform Traffic Control Devices. This Agreement is conditioned upon written District Engineer approval of the traffic control plan and any revisions or modifications to the plan before construction may begin. All construction shall be scheduled to minimize disruption of the traffic flow. Any lane closure shall be coordinated with MoDOT and scheduled during nonpeak hours except in the case of an emergency.

(16) MAINTENANCE AND REPAIR: At all times during the construction of the Trail Connector and after its completion, the site of the Trail Connector and all related structures and approaches will be maintained by and at the expense of the JCPR with respect to JCPR use and operation of the Trail Connector so as to assure that these structures and the area within, above and beside Commission's property will be kept in accordance with ADA and Commission standards and in good condition as to safety, use and appearance and such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the use of or access to the Commission's state highway system. The JCPR's maintenance requirements herein shall be limited to the maintenance required for the use of the Trail Connector as provided for herein. Notwithstanding anything herein to the contrary, the JCPR shall have no maintenance requirements with regard to the paved highway area on Commission property, except for cleaning trash or items thrown from the Trail Connector and maintaining any adjoining highway structure in a graffiti-free condition in accordance with direction as provided by MoDOT.

(17) THE COMMISSION ACTION IF THERE IS FAILURE TO MAINTAIN PROPOSED STRUCTURE: In the event the JCPR fails to meet its maintenance obligations set forth in this Agreement, the Commission or its contractors, agents and employees shall have the authority, but not a duty or obligation, to maintain the facility as the Commission deems necessary. If the JCPR fails to begin making repairs within thirty days of receiving written notice or fails to continue with the repairs in a diligent manner, the maintenance work may be performed by the Commission, unless the

District Engineer or his/her authorized representative determines that an actual or potential emergency exists requiring immediate repairs. Any expenses incurred by or on behalf of the Commission in performing the maintenance work described in this section shall be the debt of and shall be chargeable to the JCPR .

(18) MAINTENANCE PERMIT: Any maintenance performed on the infrastructure of the Trail Connector shall require a permit to be issued by the District Engineer, or the District Engineer's authorized representative. Maintenance of the Trail Connector within the roadway limits may require proper lane closures as specified in the Manual on Uniform Traffic Control Devices or as directed by the District Engineer. Any lane closure shall be coordinated with MoDOT and scheduled during nonpeak hours except in the case of an emergency.

(19) REQUIRED INSPECTIONS OF STRUCTURE:

(A) Upon completion of the construction of any structure on or over the Commission's property, the JCPR, and any successors in interest of the JCPR , shall be required to have scheduled inspections of said structure to ensure the safety of the traveling public. All inspections shall be done in accordance with the current version of the National Bridge Inspection Standards as found in 23 CFR 650 Subpart C.

(B) The JCPR shall be responsible for maintaining inspection records and shall promptly submit all written inspection reports, photographs, and other inspection related information along with a cover letter highlighting any structural deficiencies found to the following: (1) To the Commission District Engineer having responsibility for the roadway above or under the Proposed Structure; (2) To the Commission's State Bridge Maintenance Engineer, 105 W. Capitol, Jefferson JCPR , Missouri.

(20) INDEMNIFICATION:

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

(B) The JCPR will require any contractor procured by the JCPR to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer, or district engineer's authorized representative, prior to working on the Commission's property, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer, or district engineer's authorized representative, will not be required for work outside of the Commission's property; and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(21) ASSUMPTION OF RISK AND RELEASE:

(A) Assumption of Risk: The JCPR, by signing this license agreement, acknowledges that it has carefully read this legal document, and that it understands that the Commission property has vehicular traffic and other potential hazards on it that cannot reasonably be protected against, or warned of, in advance. By signing this license agreement, the JCPR agrees to comply with the safety instructions it receives in this document and from MoDOT employees; the JCPR acknowledges the existence of these and other risks on Commission property, and agrees to assume these risks by accepting this license, and using the Commission's property for the activity permitted herein.

(22) REVOCATION OF AGREEMENT: This license granted in this Agreement is at the pleasure or discretion of the Commission. The occurrence of any one of the following shall constitute a default by the JCPR under the terms of this Agreement and, at Commission discretion, may result in revocation of this Agreement.

(A) Failure to Construct the Trail Connector as Approved: The Trail Connector is not completed in compliance with the plans and specifications approved or approved as modified by the Commission and the FHWA;

(B) Nonuse or Abandonment of Trail Connector: The Trail Connector ceases to be used for the purposes stated herein, or is abandoned;

(C) Damage or Disrepair: The Trail Connector is damaged or falls into disrepair, such that it becomes structurally unsound or unsafe to be used for the purpose for which it was built, and it cannot be repaired or the JCPR will not repair the Trail Connector to a condition satisfactory to the Commission and the FHWA;

(D) Violation of Agreement: The JCPR violates any term of this Agreement;

(E) Change in Use: The JCPR changes or attempts to change the use or purpose of the Trail Connector, without prior written approval of the Commission, with the concurrence of the FHWA;

(F) Violation of Laws: The JCPR constructs, operates, uses or maintains the Trail Connector or any other structure within the Commission's property in violation of any state or federal laws or regulations which are applicable at that time, but only after notice is given by the Commission specifying the violation and giving a reasonable opportunity to cure, not to exceed thirty (30) days, and which is not cured by the JCPR within the applicable time;

(G) Failure to Pay Debts: The JCPR fails to pay its debts or liabilities to the Commission under this Agreement;

(H) Failure to Maintain Insurance: The JCPR fails to maintain insurance as required by this Agreement;

(I) Void or Invalid Agreement: This Agreement, or any material portion thereof is deemed void or invalid by a court of competent jurisdiction.

(J) Unsafe Action: If the JCPR acts in an unsafe manner, negligently, or refuses to follow safety instructions of MoDOT officials, or in any way breaches the terms of this license agreement. The JCPR understands that it shall not assign or delegate any interest in this Agreement and shall not transfer any interest in or use of this license to another. This license is granted solely to the JCPR and to no other person or entity.

(K) Removal of the Trail Connector: In the event this Agreement is revoked under provisions of Section (22) of this Agreement and the Commission deems it necessary to request to remove the Trail Connector Improvement, the removal shall be accomplished by the JCPR or a responsible party as determined by the Commission, in a manner prescribed by the Commission, with all costs and expenses associated with the Trail Connector removal paid by the JCPR.

(23) Redesign, Relocation, or Alteration of Highway: In the event that the Commission should find that it is necessary to redesign, relocate, or alter the highway at this location, the Commission, at its sole discretion, may suspend this license as needed to redesign, relocate, or alter the highway at this location. Further, should the Commission find that changes should be made at this location, but does not desire to terminate this Agreement, the Commission shall make changes at its expense. Once the changes have been completed, the JCPR shall resume its maintenance responsibility for the Trail Connector.

(24) ADVERTISING RESTRICTIONS: No billboards or advertising is to be placed on or over the Commission's property or airspace, either within, on, attached to

or apart from the Trail Connector. On premise directional signs pertaining only to the Trail and Trail Connector will be allowed and installed only after approval by the Commission or its representative. All such proposed on premise directional signs including, but not limited to, "JCPR Name" or "Welcome To" signs and all aesthetic sign treatments and components (i.e., sign sheeting, mounting height, characteristics of pole and breakaway assembly, etc.) shall be submitted in detailed plans to the Commission or its representative and approved prior to installation.

(25) OPPORTUNITY TO CURE: As to any default described in paragraph (22) above, same shall not be a basis of terminating or revoking this Agreement until written notice is delivered to the JCPR specifying the default with particularity, giving a reasonable opportunity to cure, not to exceed thirty (30) days, and which is not cured by the JCPR within the applicable time.

(26) REMOVAL OF THE TRAIL CONNECTOR: In the event this Agreement is revoked and the Commission deems it necessary to request the removal of the Trail Connector Improvement, the removal shall be accomplished by a responsible party, as determined by the Commission, in a manner prescribed by the Commission, with all costs and expenses associated with the Trail Connector removal paid by the JCPR.

(27) UTILITY RELOCATION: With respect to any utility facilities requiring relocation or adjustment in connection with the herein contemplated construction, the JCPR agrees that said relocation or adjustment shall be in accordance with the detailed plans as approved by the Commission with all costs and expenses associated with the utility relocation or adjustment paid by the JCPR.

(28) NONDISCRIMINATION: The JCPR, for itself, its representatives, and successors in interest, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the property that no person on the grounds of race, color, religion, creed, national origin, disability, sex or age shall be denied the benefits of or otherwise be subjected to discrimination in the construction or use of the JCPR facilities served by the Trail Connector.

(29) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the JCPR and the Commission.

(30) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(31) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or district of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(32) SURVIVABILITY: The JCPR's obligation to the Commission under this

Agreement shall survive the completion of the terms of this Agreement.

(33) DEFENSE: This Agreement may be pleaded as a full and complete defense to any subsequent action or other proceeding arising out of, or relating to, or having anything to do with, any and all claims, counterclaims, issues, defenses or other matters released and discharged by this Agreement. This Agreement may also be used to abate any such action or other proceedings and as the basis of a counterclaim for damages.

(34) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The JCPR shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(35) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(36) AUTHORITY TO GRANT LICENSE: The parties enter into this Agreement with full understanding that the Commission, to the best of its knowledge and belief, has the authority to grant this license. The Commission makes no representation that it has full fee simple title to the property which is the subject of this Agreement. In the event this Agreement is rendered null and void based upon a determination that the Commission did not have the authority to grant this license on the subject property, the Commission will not be responsible for any damages, costs or other expenses incurred by the JCPR in connection with this Agreement.

(37) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) **To the Jackson County Parks and Recreation**
of Jackson County, Missouri:
22807 Woods Chapel Road
Blue Springs, MO 64015
816-503-4802

(B) **To the Commission:**

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(38) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(39) LIABILITY INSURANCE: The JCPR agrees to provide the Commission with liability insurance to protect and defend the Commission from liability for any claim arising out of the negligent or deficient design, construction, maintenance, use or inspection of the trail, which was not caused by or as a result of any negligent, reckless, or intentional act of the Commission or MoDOT. Such insurance protection of the Commission shall be in the minimum limits of Five Hundred Thousand Dollars (\$500,000) per person and Three Million Dollars (\$3,000,000) per occurrence (or higher, as those limits may be increased under Section 537.600 RSMo). If a statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Commission shall set reasonable limits for that insurance coverage which shall be subject to adjustment periodically, in a written notice from the Commission to the JCPR

(A) Additional Named Insured: Each such insurance policy shall specify as the "insured" or "additional named insured" the Commission, the Missouri Department of Transportation, and their members, agents, officers and employees, who are collectively described in this provision as "the insured state entities". At the JCPR's election, the insurance required by this provision may be included in one or more policies obtained by or on behalf of the JCPR, naming another party or parties as insured also. However, if the JCPR elects to insure more than the insured state entities in any one policy, that policy shall contain a severability of interests clause, providing that the policy limits shall apply independently to the insured state entities separately from any other insured party, even if their interests may conflict or be inconsistent.

(B) Duration of Insurance: The insurance coverage and protection required by this Agreement shall be and remain in force continuously, through original and any necessary successor policies of insurance, from prior to the time the JCPR begins construction of the trail on Commission property, for as long as that trail remains open for public use of it and the adjacent segments. Upon request, the JCPR shall provide the Commission and/or MoDOT with a copy of a certificate of insurance, showing that such insurance is in effect. And if any claim or suit is brought against the Commission or MoDOT, or their officials, employees, agents or representatives, the Commission and/or MoDOT may require the JCPR to provide a full and complete copy of all applicable policies of insurance, appropriately endorsed.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by _____ this ____ day of _____, 2019.

Executed by the Commission this ____ day of _____, 2019.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____

Title: _____

Attest: (SEAL)

Secretary to the Commission

Approved as to Form:

Commission Counsel

**THE JACKSON COUNTY PARKS &
RECREATION OF JACKSON
COUNTY, MISSOURI**

By: _____

Title: _____

Attest: (SEAL)

By: _____

Title: _____

Approved as to Form:

By: _____

Title: _____

Ordinance No. _____

ACKNOWLEDGMENT BY THE JACKSON COUNTY PARKS AND RECREATION

STATE OF _____)
)
COUNTY OF _____) ss

On this _____ day of _____, 2019, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of _____ and that the foregoing instrument was signed and sealed on behalf of _____ and that he/she acknowledged said instrument to be the free act and deed of _____ of _____ and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT BY COMMISSION

STATE OF _____)

ss

COUNTY OF _____)

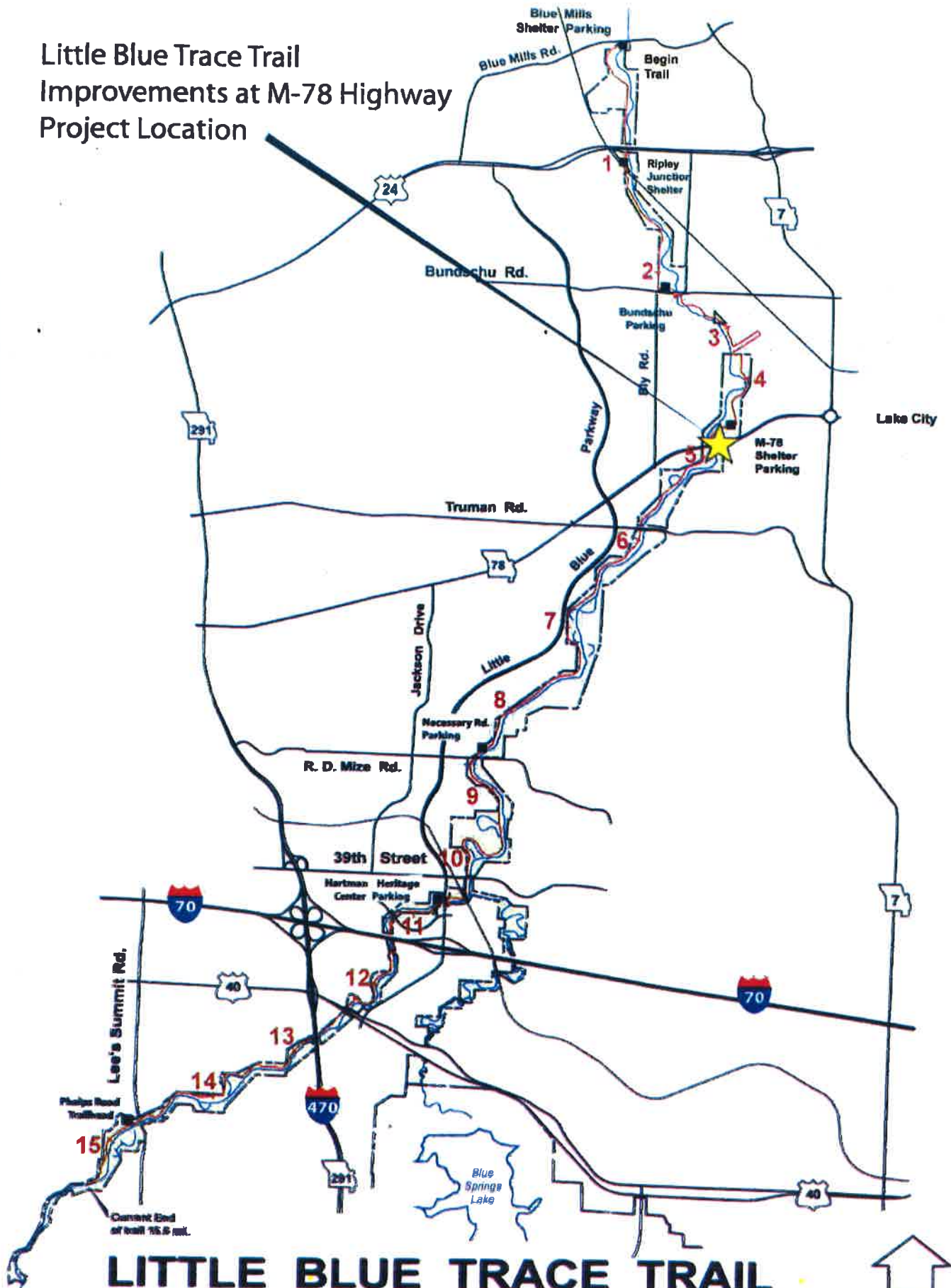
On this ____ day of _____, 2019, before me appeared _____, personally known to me, who being by me duly sworn, did say that he/she is the _____ of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed on behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said _____ acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

Little Blue Trace Trail Improvements at M-78 Highway Project Location



LITTLE BLUE TRACE TRAIL

Jackson County Parks + Rec

22807 Woods Chapel Road

Blue Springs, Mo. 64015

(816) 503-4800 www.MakeYourDayHere.com



REQUEST FOR LEGISLATIVE ACTION EXECUTIVE OFFICE

JUN 25 2019

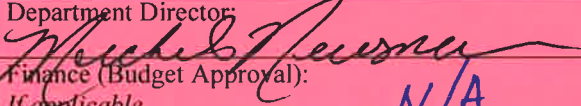
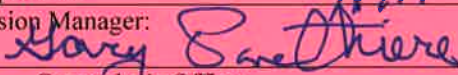

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20191

Sponsor(s): Tony Miller

Date: July 1, 2019

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: License Agreement with the Missouri Highway Transportation Commission at M-78 Highway for the construction of Little Blue Trace Trail Improvement.													
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$0</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>\$0</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$0</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>NA</td><td>\$0</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: Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): 0</p>		Amount authorized by this legislation this fiscal year:	\$0	Amount previously authorized this fiscal year:	0	Total amount authorized after this legislative action:	\$0	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number:		NA	\$0
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Amount budgeted for this item * (including transfers):	\$0													
Source of funding (name of fund) and account code number:														
NA	\$0													
PRIOR LEGISLATION	Prior ordinances and (date): Ordinance #5204 March 8, 2019 Prior resolutions and (date):													
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Bruce Wilke Landscape Architect (816) 503-4802													
REQUEST SUMMARY	The Missouri Highway Transportation Commission has prepared a License Agreement with terms and conditions allowing Jackson County to construct improvements on MoDOT Right of Way to accommodate safety improvements to the Little Blue Trace Trail. These improvements include construction of a protected bicycle/pedestrian lane on the existing M-78 bridge over the Little Blue River and then crossing under the bridge to provide a safe crossing of the highway. These improvements were authorized by Ordinance #5204 accepting a grant from the Missouri Department of Natural Resources to fund the design and construction of the project. We are requesting authorization for the County Executive to sign the License Agreement.													
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)													
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals													
ATTACHMENTS	License Agreement; location map													
REVIEW	Department Director:  Finance (Budget Approval): If applicable N/A Division Manager:  County Counselor's Office: 	Date: 6/21/19 Date: Date: 6/25/19 Date: 6/25/2019												

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.