

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

**AN ORDINANCE** transferring \$234,850.00 within the 2020 General Fund and appropriating \$120,000.00 from the undesignated fund balance of the 2020 County Improvement Fund, to properly account for the receipt of insurance proceeds relating to the 2019 flood damage at the downtown Jackson County Courthouse.

**ORDINANCE NO. 5332**, May 4, 2020

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, the County has received payments totaling \$12,800,000.00 from the Travelers Indemnity Company, representing the cost of repairs, less deductible, due to water damage incurred at the downtown Jackson County Courthouse on January 31 and February 3, 2019; and,

WHEREAS, of this sum, \$3,716,162.00 was appropriated and/or transferred in 2019 to be used to fund courthouse repairs via nine separate appropriation ordinances and one transfer resolution; and,

WHEREAS, it is now appropriate to account for the remainder of the settlement proceeds, via a transfer, appropriation, and recognition of revenue, as is more fully described in the attached Request for Legislative Action and supporting materials; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer and appropriation be and hereby are made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund 001-9999	32810- Undesignated Fund Balance	\$234,850	
Operating Transfers 001-9100	56105- Operating Transfers Out		\$234,850
County Improvement Fund DTCH Flood- Insurance 013-1240	47070- Inter Fund Transfers	\$234,850	
013-9999	32810- Undesignated Fund Balance		\$234,850
013-9999	32810- Undesignated Fund Balance	\$120,000	
DTCH Flood- Insurance 013-1240	56620- Rent- Buildings		\$120,000


and,

BE IT FURTHER ORDAINED that the receipt of \$8,919,665.00 in insurance proceeds into the undesignated fund balance of the 2020 County Improvement Fund be and hereby is recognized.

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

APPROVED AS TO FORM:

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

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

I hereby certify that the attached ordinance, Ordinance No. 5332 introduced on May 4, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 5332.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 001 9999 32810  
ACCOUNT TITLE: General Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$234,850.00

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

ACCOUNT NUMBER: 013 9999 32810  
ACCOUNT TITLE: County Improvement Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$120,000.00

5-7-2020

Date



Chief Administrative Officer

**REQUEST FOR LEGISLATIVE ACTION**


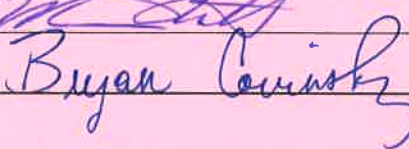
Completed by County Counselor's Office:

Res/Ord No.: 5332

Sponsor(s): Theresa Cass Galvin

Date: May 4, 2020

<b>SUBJECT</b>	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: An ordinance transferring \$234,850 from 001-32810 to 013-32810, appropriating \$120,000 into 013-1240-56620 and increasing the revenue budget in Fund 013 by \$8,919,665.																								
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="362 443 1401 808"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$9,154,515</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>\$9,154,515</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>FROM:</td><td>FROM ACCT</td></tr> <tr> <td>001-38210 – General Fund-Undesignated Fund Balance</td><td>\$234,850</td></tr> <tr> <td>013-1240-47040 – County Imp. Fund-DTCH Ins-Flood – Reimb. Dmg. Claims</td><td>\$8,919,665</td></tr> <tr> <td>TO:</td><td>TO ACCT</td></tr> <tr> <td>013-32810 – County Imp. Fund – Undesignated Fund Balance</td><td>\$114,850</td></tr> <tr> <td>013-1240-56620 – County Imp. Fund-DTCH Ins-Flood-Rent</td><td>\$120,000</td></tr> <tr> <td>013-32810 – County Imp. Fund – Undesignated Fund Balance</td><td>\$8,919,665</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <b>OTHER FINANCIAL INFORMATION:</b> <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): _____	Amount authorized by this legislation this fiscal year:	\$9,154,515	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$9,154,515	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number:		FROM:	FROM ACCT	001-38210 – General Fund-Undesignated Fund Balance	\$234,850	013-1240-47040 – County Imp. Fund-DTCH Ins-Flood – Reimb. Dmg. Claims	\$8,919,665	TO:	TO ACCT	013-32810 – County Imp. Fund – Undesignated Fund Balance	\$114,850	013-1240-56620 – County Imp. Fund-DTCH Ins-Flood-Rent	\$120,000	013-32810 – County Imp. Fund – Undesignated Fund Balance	\$8,919,665
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<b>PRIOR LEGISLATION</b>	Prior ordinances and (date): 5205 (3/11/19); 5211 (3/25/19); 5228 (5/20/19); 5232 (6/10/19); 5235 (6/10/19); 5237 (7/1/19); 5240 (7/22/19); 5258 (9/9/19); 5280 (10/21/19) Prior resolutions and (date): 20199 (7/15/19)																								
<b>CONTACT INFORMATION</b>	RLA drafted by (name, title, & phone): Bob Crutsinger, Director of Finance & Purchasing, 881-3120																								
<b>REQUEST SUMMARY</b>	<p>Transferring \$234,850 from 001-32810 to 013-32810, appropriating \$120,000 into 013-1240-56620 and increasing the revenue budget in the County Improvement Fund (013) by \$8,919,665.</p> <p>\$496,475 was transferred from 001-5101-58020 pursuant to Res. #20199 dated 7/15/19. This was done before insurance proceeds from Travelers related to the DTCH water damage were received. This money will be refunded to the General Fund Undesignated Fund Balance.</p> <p>The balance of previously appropriated, unspent funds in 001-1240 in 2019 is \$731,325. This amount, minus the \$496,475 being refunded to the General Fund Undesignated Fund Balance results in a balance of \$234,850.</p> <p>Requesting \$120,000 of the insurance proceeds in the undesignated fund balance in the County Improvement Fund to be appropriated into 013-1240-56620 for the monthly rent payments for 1301 Oak. \$120,000 is an estimate for January through December of 2020. This is where the Public Administrator employees have been housed since early 2019. January through April rent payments were made out of Fund 001. A journal entry will be prepared and submitted to move those payments from Fund 001 to Fund 013.</p> <p>Three checks totaling \$8,919,664.36 from Travelers were received and deposited in the County Improvement Fund (013) in 2020. Those checks are #90887052 dated 1/21/20 for \$1,296,127.74, #90887051 dated 1/21/20 for \$3,609,502.67 and #90887053 dated 1/21/20 for \$4,014,033.95. These checks are currently recorded as revenue and included in the undesignated fund balance of the County Improvement Fund. This legislation is requesting the authorization to increase the revenue budget in the County Improvement Fund (013) by the \$8,919,665 of insurance proceeds received in 2020.</p> <p>The remaining undesignated fund balance in the County Improvement Fund after this legislation will assist in</p>																								

	funding three contracts that were approved in December and January. Ord. #5307, 1/21/20 approved and appropriated a RAND contract in the amount of \$6,698,765 into 013-1240-58020. Res. #20317 approved the Schindler elevator contract in the amount of \$6,360,545 which was encumbered in 013-5113-58020. Res. #20331 on 12/9/19 approved a RAND contract in the amount of \$3,862,200 which was encumbered in 013-5113-58020. \$309,200 of that contract is for an upgrade to the 12 <sup>th</sup> floor electrical.		
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <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	Copies of previously unappropriated Travelers checks		
REVIEW	Department Director: <small>bcrutsinger@jacksongov.org</small> <div style="border: 1px solid black; padding: 2px; font-size: 0.8em;"> <small>Digitally signed by bcrutsinger@jacksongov.org            DN: cn=bcrutsinger@jacksongov.org            Reason: Approved            Date: 2020.05.07 08:13:24 -0500</small> </div>		Date:
	Finance (Budget Approval): <i>If applicable</i>	<b>APPROVED</b> By Mark Lang at 10:08 am, May 07, 2020	Date:
	Division Manager:		Date: 5-7-2020
	County Counselor's Office:		Date: 5/7/20

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 and transfer are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
001-32810	General Fund-Undesignated Fund Balance	\$234,850

- ☐ 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, MO  
Downtown Courthouse Water Damage on 1-31-19 & 2-4-19  
Close-Out Reconciliations of Travelers Insurance Proceeds (as of 5-5-2020)

INSURANCE PROCEEDS FROM TRAVELERS				
Check Date	Ord/Res #	Amount	GL Approp Acct	
2/11/2019	5205	200,000.00	001-1240	
03/07/19	5211	500,000.00	001-1240	
03/08/19	5211	500,000.00	001-1240	
04/29/19	5228	407,989.48	001-1240	
05/10/19	5232	127,244.01	001-1240	
05/28/19	5235	369,478.87	001-1240	
05/29/19	5235	33,240.65	001-1240	
06/10/19	5237	483,188.46	001-1240	
06/17/19	5240	64,530.01	001-1240	
06/17/19	5240	89,837.85	001-1240	
07/03/19	5240	59,142.69	001-1240	
07/22/19	5258	91,061.64	001-1240	
07/22/19	5258	65,041.74	001-1240	
08/01/19	5258	94,242.29	001-1240	
08/12/19	5258	116,057.70	001-1240	
09/23/19	5280	18,628.24	001-1240	
Total Approp in FY 2019		<u>3,219,683.63</u>	Total Insurance Proceeds in Fund 001	
10/18/19		60,652.01	Ck in Fund 013	
12/26/19		300,000.00	Ck in Fund 013	
12/26/19		300,000.00	Ck in Fund 013	
Subtotal - Received in 2019		<u>660,652.01</u>		
01/21/20		3,609,502.67	Ck in Fund 013	RLA not generated yet
01/21/20		1,296,127.74	Ck in Fund 013	RLA not generated yet
01/21/20		4,014,033.95	Ck in Fund 013	RLA not generated yet
Subtotal - Received in 2020		<u>8,919,664.36</u>		
		<u>9,580,316.37</u>	Total Insurance Proceeds in Fund 013	
Total Insurance Proceeds to Date		<u>12,800,000.00</u>		
Insurance Proceeds In Fund 001				
Insurance Proceeds Appropriated in 2019		3,219,683.63		
* Fund 001 Appropriations (Unspent)		<u>(234,849.48)</u>	Net of: \$731324.48 less payback of \$496,475 (Res. 20199)	
Total Insurance Proceeds In Fund 001		<u>2,984,834.15</u>		
Uses of Insurance Proceeds In Fund 001				
FY 2019 Expenses Paid		2,984,837.52		
FY 2019 Outstanding Encumbrances		<u>-</u>		
Total Uses of Insurance Proceeds In Fund 001		<u>2,984,837.52</u>	(Difference Between Proceeds Of \$3.37 - Rounding)	
Insurance Proceeds In Fund 013				
Amount Recorded in Fund 013 - 2019		660,652.01		
Amount Recorded in Fund 013 - 2020		8,919,664.36		
* Fund 001 Appropriations (Unspent), Trf to Fund 013		<u>234,849.48</u>		
Total Insurance Proceeds In Fund 013		<u>9,815,165.85</u>		
Uses of Insurance Proceeds In Fund 013				
* Rent for Public Administrator (Jan - Dec 2020)		120,000.00		
Contract - Rand Corp. (DTCH Upper Floors)	5307	<u>6,698,765.00</u>	Ordinance approved 1-21-2020 (Acct 013-1240-58020)	
Subtotal of Insurance Proceed Obligations		<u>6,818,765.00</u>		
Insurance Proceeds Available for Other Contracts		2,996,400.85		
Other Major Contracts For DTCH Repairs				
Schindler Elevator	20317	6,360,545.00	Resolution approved 12-9-2019 (Acct 013-5113-58020)	
Rand Corporation	20331	3,862,200.00	Resolution approved 12-9-2019 (Acct 013-5113-58020)	
\$309,300 for 12th Floor Electrical Upgrade				
* = Indicates RLA will be created to authorize these transactions				



\$496,475 was transferred from 001-5101-58020 pursuant to Resolution 20199 dated 7/15/2019. This was done before insurance proceeds from Travelers related to the DTCH water damage was received. In order to refund the General Fund, \$496,475 will be left in the undesignated fund balance. No action is required.

The balance of previously appropriated, unspent fund in 001-1240 in 2019 is \$731,324.48. This amount, minus the \$496,475 repayment of the General Fund for the BNIM contract results in a balance of \$234,849.48.

Requesting \$120,000 of the \$234,849.48 be re-appropriated into 013-1240-56620 for the monthly rent payments for 1301 Oak. \$120,000 is an estimate for January through December of 2020. This is where the Public Administrator employees have been housed since early 2019.

This leaves \$114,849.48 to be transferred from the Fund 001 2019 balance to Fund 013 balance.

FROM ACCOUNT	AMOUNT	TO ACCOUNT	AMOUNT
001-32810*	\$731,324.48	001-32810	\$496,475
		013-1240-56620	\$120,000
		013-32810	\$114,849.48

Three checks totaling \$660,652.01 from Travelers were received and deposited in 001-1240 in 2019 but not yet appropriated. Those checks are #90655176 dated 10/18/19 for \$60,652.01, #90826676 dated 12/26/19 for \$300,000 and #90826677 dated 12/26/19 for \$300,000. Since these were not appropriated, a journal entry was done to move them from Fund 001 to Fund 013 making it so no action is required on the RLA.

FROM ACCOUNT	AMOUNT	TO ACCOUNT	AMOUNT
001-32810	\$660,652	013-32810	\$660,652

Three checks totaling \$8,919,664.36 from Travelers were received and deposited in 013-1240 in 2020. Those check are #90887052 dated 1/21/20 for \$1,296,127.74, #90887051 dated 1/21/20 for \$3,609,502.67 and #90887053 dated 1/21/20 for \$4,014,033.95.

FROM ACCOUNT	AMOUNT	TO ACCOUNT	AMOUNT
013-1240-47040	\$8,919,664.36	013-32810	\$8,919,664.36

Three contracts were executed and money appropriated from Fund 013 totaling \$16,921,510. Resolution #20331 dated 12/9/19 awarded Rand Construction a contract for the design-build services of electrical and water lines at the downtown courthouse in the amount of \$3,862,200. Resolution #20317 dated 12/9/19 awarded Schindler Elevator Corporation a contract for the restoration and modernization of elevators at the downtown courthouse in the amount of \$6,360,545. Ordinance 5307 dated 1/21/20 awarded Rand Construction a contract for the repair and restoration of water damage at the downtown courthouse in the amount of \$6,698,765.

Contracts in 013	\$16,921,510
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Insurance Proceeds

In 013 After Legislation \$9,645,093.39

Difference	\$7,276,416.61	County Responsibility (aka "betterment")
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\*32810 is "undesignated fund balance"

2019 Expenses	2,984,837.52	
2019 Balance	731,324.48	
Pay Back General Fund (Res 20199)	(496,475.00)	
Checks Not Appropriated in 2019	660,652.01	
Checks Not Appropriated in 2020	8,919,664.36	
	<u>12,800,003.37</u>	
Global Settlement	12,800,000.00	
Difference	(3.37)	Difference is Rounding

2019 Appropriation	3,716,162.00	
Pay Back General Fund (Res 20199)	(496,475.00)	
Checks Not Appropriated in 2019	660,652.01	
Checks Not Appropriated in 2020	8,919,664.36	
	<u>12,800,003.37</u>	
Global Settlement	12,800,000.00	
Difference	(3.37)	Difference is Rounding

#### Insurance Proceeds in 2019 & 2020

2019 Expenses	2,984,837.52	
2019 Encumbrances	<u>-</u>	
	2,984,837.52	Insurance Proceeds to stay in 2019 in Fund 001
Global Settlement	12,800,000.00	
2019 Insurance Proceeds	<u>2,984,837.52</u>	
	9,815,162.48	Insurance Proceeds in 2020 in Fund 013
2019 Insurance Proceeds	2,984,837.52	
2020 Insurance Proceeds	<u>9,815,162.48</u>	
Global Settlement	12,800,000.00	

Fund 001-Appropriated Balance (unspent)	234,849.48
Fund 001-Cash-Not Yet Appropriated	<u>660,652.01</u>
	895,501.49
Fund 013-Cash-Not Yet Appropriated	<u>8,919,664.36</u>
	9,815,165.85
Estimated Rent @ 1301 Oak for 2020	<u>(120,000.00)</u>
Ins Proceeds in Fund 013 after this Legislation	9,695,165.85

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

**AN ORDINANCE** establishing the "CARES Act Fund" as a separate special revenue fund of the County, transferring \$3,613,603.00 within the 2020 General Fund, \$4,900,000.00 within the 2020 Health Fund, and \$181,203.00 within the 2020 Anti-Crime Sales Tax Fund, and appropriating \$8,694,806.00 from the undesignated fund balance of the 2020 CARES Act Fund.

**ORDINANCE NO. 5333**, May 4, 2020

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, by the recent Coronavirus Aid, Relief, and Economic Security ("CARES") Act, the U.S. Congress has made funds available, through a federal Coronavirus Relief Fund, to state and local governments, including Jackson County, to assist them in navigating the impact of the current and ongoing Coronavirus/COVID-19 pandemic; and,

WHEREAS, the CARES Act requires that monies from the federal fund may be used only to cover expenses that are necessarily incurred due to the current coronavirus/COVID-19 public health emergency, were not included in a governmental unit's most recent annual budget as of March 27, 2020, and were or are to be incurred or committed during the period from March 1 through December 31, 2020; and,

WHEREAS, the County has recently received its allocation of CARES Act funds from the U.S Treasury in the amount of \$122,669,998.30; and,

WHEREAS, in view of the restrictions placed on the use of these CARES Act funds, it is appropriate that these funds be maintained in a separate County special revenue fund,

to be designated the "CARES Act Fund," and not commingled with the general or other special revenue funds of the County; and,

WHEREAS, previous actions of the Legislature, specifically Ordinance 5322, dated March 30, 2020, Ordinance 5326, dated April 6, 2020, Ordinance 5329, dated April 27, 2020, and Resolution 20415, dated April 20, 2020, have allocated other County funds for Coronavirus/COVID-19 relief purposes, with the expectation that they would be eligible for reimbursement with federal funds, once available; and,

WHEREAS, in order to simplify and expedite the process of accounting for the federal funds now received, it is now appropriate that the financial encumbrances and other actions authorized by these previously enacted legislative items be unwound and reassigned to the County's CARES Act Fund; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the Jackson County CARES Act Fund is hereby established as a special revenue fund of the County, the monies of which shall not be commingled with the general revenue or any other special revenue fund of the County; and,

BE IT FURTHER ORDAINED that the receipt of \$122,669,998.30 in CARES Act funding from the U.S. Treasury is hereby recognized; and

BE IT FURTHER ORDAINED that the following transfers and appropriation be and hereby  
are made:

<u>DEPARTMENT / DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
TMC			
001-2600	56790- Other Contractual Services	\$3,613,603	
State Mandated Contingency 3%			
001-8003	56830- Contingency Fund		3,613,603
Health Fund			
002-9999	32810- Undesignated Fund Balance	4,000,000	
002-9999	45946- COVID19 - Reimbursement		4,000,000
TMC			
002-2600	56790- Other Contractual Services	700,000	
Medical Examiner			
002-2001	58170- Other Equipment	200,000	
Sheriff			
002-4201	57230- Other Operating Supplies	500,000	
Corrections			
002-2701	57230- Other Operating Supplies	300,000	
Medical Examiner			
002-2001	57230- Other Operating Supplies	200,000	
TMC			
002-2600	57230- Other Operating Supplies	1,000,000	
Jackson County Health Department			
002-2603	56790- Other Contractual Services	1,550,000	
Finance			
002-1404	56790- Other Contractual Services	450,000	
002-9999	32810- Undesignated Fund Balance		4,900,000

Anti-Crime Sales Tax Fund			
COMBAT Prevention			
008-4402	56789- Outside Agency Funding	27,753	
COMBAT Treatment			
008-4404	56789- Outside Agency Funding	137,178	
COMBAT Grant Match			
008-4405	56789- Outside Agency Funding	16,272	
008-9999	32810- Undesignated Fund Balance		181,203
CARES Act Fund			
040-9999	45946- COVID19 - Reimbursement	8,694,806	
040-9999	32810- Undesignated Fund Balance		8,694,806
040-9999	32810- Undesignated Fund Balance	8,694,806	
TMC			
040-2600	56790- Other Contractual Services		4,313,603
Medical Examiner			
040-2001	58170- Other Equipment		200,000
Sheriff			
040-4201	57230- Other Operating Supplies		500,000
Corrections			
040-2701	57230- Other Operating Supplies		300,000
Medical Examiner			
040-2001	57230- Other Operating Supplies		200,000
TMC			
040-2600	57230- Other Operating Supplies		1,000,000
Jackson County			
Health Department			
040-2603	56790- Other Contractual Services		1,550,000
Finance			
040-1404	56790- Other Contractual Services		450,000
COMBAT Prevention			
040-4402	56789- Outside Agency Funding		27,753

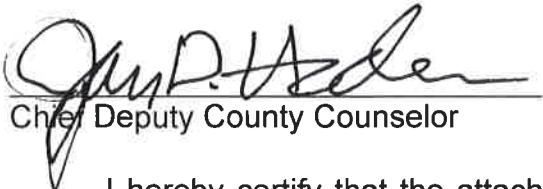
COMBAT Treatment 040-4404	56789- Outside Agency Funding	137,178
COMBAT Grant Match 040-4405	56789- Outside Agency Funding	16,272

BE IT FURTHER ORDAINED that the County Administrator, Chief Administrative Officer, Director of Finance and Purchasing, and all other County officials be and hereby are authorized to take all actions with regard to the authority granted by Ordinances 5322, 5326, and 5329, and Resolution 20415, as are necessary to comply with the intent expressed in this Ordinance.



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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5333 introduced on May 4, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 5333.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 001 2600 56790  
ACCOUNT TITLE: General Fund  
TMC  
Other Contractual Services  
NOT TO EXCEED: \$3,613,603.00

ACCOUNT NUMBER: 002 2600 56790  
ACCOUNT TITLE: Health Fund  
TMC  
Other Contractual Services  
NOT TO EXCEED: \$700,000.00

ACCOUNT NUMBER: 002 2001 58170  
ACCOUNT TITLE: Health Fund  
Medical Examiner  
Other Equipment  
NOT TO EXCEED: \$200,000.00

ACCOUNT NUMBER: 002 4201 57230  
ACCOUNT TITLE: Health Fund  
Sheriff  
Other Operating Supplies  
NOT TO EXCEED: \$500,000.00

ACCOUNT NUMBER: 002 2701 57230  
ACCOUNT TITLE: Health Fund  
Corrections  
Other Operating Supplies  
NOT TO EXCEED: \$300,000.00

ACCOUNT NUMBER: 002 2001 57230  
ACCOUNT TITLE: Health Fund  
Medical Examiner  
Other Operating Supplies  
NOT TO EXCEED: \$200,000.00

ACCOUNT NUMBER: 002 2600 57230  
ACCOUNT TITLE: Health Fund  
TMC  
Other Operating Supplies  
NOT TO EXCEED: \$1,000,000.00

ACCOUNT NUMBER: 002 2603 56790  
ACCOUNT TITLE: Health Fund  
Jackson County Health Department  
Other Contractual Services  
NOT TO EXCEED: \$1,550,000.00

ACCOUNT NUMBER: 002 1404 56790  
ACCOUNT TITLE: Health Fund  
Finance  
Other Contractual Services  
NOT TO EXCEED: \$450,000.00

ACCOUNT NUMBER: 008 4402 56789  
ACCOUNT TITLE: Anti-Crime Sales Tax Fund  
COMBAT Prevention  
Outside Agency Funding  
NOT TO EXCEED: \$27,753.00

ACCOUNT NUMBER: 008 4404 56789  
ACCOUNT TITLE: Anti-Crime Sales Tax Fund  
COMBAT Treatment  
Outside Agency Funding  
NOT TO EXCEED: \$137,178.00

ACCOUNT NUMBER: 008 4405 56789  
ACCOUNT TITLE: Anti-Crime Sales Tax Fund  
COMBAT Grant Match  
Outside Agency Funding  
NOT TO EXCEED: \$16,272.00

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

ACCOUNT NUMBER: 040 9999 32810  
ACCOUNT TITLE: CARES Act Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$8,694,806.00

5-7-2020  
Date

  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 5333

Sponsor(s): Crystal Williams

Date: May 4, 2020

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: An ordinance establishing a new fund, being the "CARES Act Fund", to account for and to accept \$122,669,998.30 of funding received from the federal government relating to the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Appropriating \$8,694,806.00 from the undesignated fund balance of the 2020 CARES Act Fund. Transferring \$3,613,603 within the 2020 General Fund. Eliminating \$4,900,000.00 of appropriations within the 2020 Health Fund. Eliminating \$181,203.00 of appropriations in the 2020 Anti-Crime Sales Tax Fund.</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>\$0</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$8,694,806</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$8,694,806</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$8,694,806</td></tr> </table> <p>Source of funding (name of fund) and account code number:  FROM:  040-9999-32810 CARES Act Fund, Undesignated Fund Balance</p> <p>TO:</p> <p><b>Please see attached fiscal note</b></p> <table border="1"> <tr> <td>FROM ACCT</td><td>\$8,694,806</td></tr> <tr> <td>TO ACCT</td><td></td></tr> <tr> <td></td><td>\$8,694,806</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:  <input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use:</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$0	Amount previously authorized this fiscal year:	\$8,694,806	Total amount authorized after this legislative action:	\$8,694,806	Amount budgeted for this item * (including transfers):	\$8,694,806	FROM ACCT	\$8,694,806	TO ACCT			\$8,694,806
Amount authorized by this legislation this fiscal year:	\$0														
Amount previously authorized this fiscal year:	\$8,694,806														
Total amount authorized after this legislative action:	\$8,694,806														
Amount budgeted for this item * (including transfers):	\$8,694,806														
FROM ACCT	\$8,694,806														
TO ACCT															
	\$8,694,806														
PRIOR LEGISLATION	<p>Prior ordinances and (date): 5322, 3/30/2020; 5326, 4/6/2020; 5329, 4/27/2020  Prior resolutions and (date): 20414, 4/20/2020; 20415, 4/20/2020; 20410 4/20/2020; 20365, 2/3/2020; 20366, 2/3/2020; 20360, 2/3/2020</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): John Gordon, Treasurer, 816.881.1320</p>														
REQUEST SUMMARY	<p>An ordinance establishing a new fund, being the "CARES Act Fund", to account for and to accept \$122,669,998.30 of funding received from the federal government relating to the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Appropriating \$8,694,806.00 from the undesignated fund balance of the 2020 CARES Act Fund. Transferring \$3,613,603 within the 2020 General Fund. Eliminating \$4,900,000.00 of appropriations within the 2020 Health Fund. Eliminating \$181,203.00 of appropriations in the 2020 Anti-Crime Sales Tax Fund.</p> <p>The Coronavirus Aid, Relief, and Economic Security (CARES) Act, enacted by the U.S. Congress, provides for payments to state and local governments navigating the impact of the COVID-19 outbreak from a Coronavirus Relief Fund and requires that the payments from the Fund only be used to cover expenses that:</p> <ol style="list-style-type: none"> <li>1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);</li> <li>2. Were not accounted for in the governmental unit's budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and</li> <li>3. Were incurred during the period that began on March 1, 2020, and ends on December 30, 2020</li> </ol> <p>Per Resolution 20414, "[...] it is the expressed intent of the Legislature to provide transparent oversight of the disbursement of the County's allocation of federal assistance monies for the benefit of the health, safety, and welfare of the citizens of Jackson County [...]"</p>														

	Moving the COVID-19 response appropriations and funding source from ordinances 5322, 5326, 5329, and resolution 20415 to the new CARES Act Fund. This will aid in the County's effort to provide clear and transparent accounting for all eligible COVID-19 related expenses reimbursable under the CARES Act.	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <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		
REVIEW	Department Director:	Date: 4-30-2020
	Finance (Budget Approval): <i>If applicable</i>	APPROVED By Mark Lang at 12:57 pm, Apr 30, 2020
	Division Manager:	Date: 4-30-2020
	County Counselor's Office:	Date: 4/30/20

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 and transfer are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
040-9999-45946	COVID19 - Reimbursement	\$8,694,806

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

# Supplemental Appropriation Request

## Jackson County, Missouri

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

FLOOR SUBSTITUTE

May 11, 2020

ORD # 5333

Date: May 4, 2020

Department / Division	Character/Description	From	To
<b>General Fund - 001</b>			
2600 TMC	56790 Other Contractual Services	(3,613,603)	
8003 3% State Mandated Contingency	56830 Contingency Fund		3,613,603
<b>Health Fund - 002</b>			
9999	32810 Undesignated Fund Balance	(4,000,000)	
9999	45946 COVID19 - Reimbursement		4,000,000
<b>Health Fund - 002</b>			
2600 TMC	56790 Other Contractual Services	(700,000)	
2001 Medical Examiner	58170 Other Equipment	(200,000)	
4201 Sheriff	57230 Other Operating Supplies	(500,000)	
2701 Corrections	57230 Other Operating Supplies	(300,000)	
2001 Medical Examiner	57230 Other Operating Supplies	(200,000)	
2600 TMC	57230 Other Operating Supplies	(1,000,000)	
2603 Jackson County Health Department	56790 Other Contractual Services	(1,550,000)	
1404 Finance	56790 Other Contractual Services	(450,000)	
9999	32810 Undesignated Fund Balance		4,900,000
<b>Anti-Crime Sales Tax Fund - 008</b>			
4402 COMBAT Prevention	56789 Outside Agency Funding	(27,753)	
4404 COMBAT Treatment	56789 Outside Agency Funding	(137,178)	
4405 COMBAT Grant Match	56789 Outside Agency Funding	(16,272)	
9999	32810 Undesignated Fund Balance		181,203
<b>CARES Act Fund - 040</b>			

9999	45946	COVID19 - Reimbursement	(8,694,806)	
9999	32810	Undesignated Fund Balance		8,694,806

#### CARES Act Fund - 040

9999	32810	Undesignated Fund Balance	(8,694,806)	
2600	TMC	56790	Other Contractual Services	4,313,603
2001	Medical Examiner	58170	Other Equipment	200,000
4201	Sheriff	57230	Other Operating Supplies	500,000
2701	Corrections	57230	Other Operating Supplies	300,000
2001	Medical Examiner	57230	Other Operating Supplies	200,000
2600	TMC	57230	Other Operating Supplies	1,000,000
2603	Jackson County Health Department	56790	Other Contractual Services	1,550,000
1404	Fincance	56790	Other Contractual Services	450,000
4402	COMBAT Prevention	56789	Outside Agency Funding	27,753
4404	COMBAT Treatment	56789	Outside Agency Funding	137,178
4405	COMBAT Grant Match	56789	Outside Agency Funding	16,272

**APPROVED**

By Mark Lang at 4:32 pm, May 04, 2020

Budgeting

\$ (8,694,806) \$ 8,694,806

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

**AN ORDINANCE** appropriating \$5,000,000.00 from the undesignated fund balance of the 2020 CARES Act Fund to allow the Jackson County Health Department to hire personnel, lease office space, and acquire equipment necessary for contact tracing and investigation in connection with the fight against the ongoing Coronavirus/COVID-19 pandemic.

**ORDINANCE NO. 5334**, May 4, 2020

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, U.S. President Donald J. Trump, Missouri Governor Mike Parson, and County Executive Frank White, Jr., have all declared, in one form or another, the ongoing Coronavirus/COVID-19 pandemic to be a public health emergency; and,

WHEREAS, on March 22, 2020, the County Executive issued an order closing all non-essential businesses in Jackson County, outside the City of Kansas City, which has been extended until May 15, 2020; and,

WHEREAS, the County, through its various efforts, plays a significant role in the public health of its citizens; and,

WHEREAS, an appropriate response by the County to this emergency will require significant expenditures from the County CARES Act Fund, which consists of monies provided by the U.S. Treasury for this purpose; and,



WHEREAS, with the funding provided by this appropriation, the Jackson County Health Department will hire up to fifty-two persons to conduct contact tracing and investigations for up to five years or until mass vaccinations occur; and,

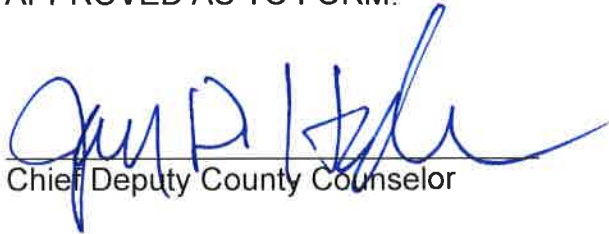
WHEREAS, attached Exhibit A outlines the Health Department's preliminary budget for this program, including additional equipment, software, and office rental costs necessary for the work of investigative staff; now therefore,


BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
CARES Act Fund 040-9999	45946- COVID19- Reimbursement	\$5,000,000	
040-9999	32810- Undesignated Fund Balance		\$5,000,000
040-9999	32810- Undesignated Fund Balance	\$5,000,000	
Jackson County Health Department 040-2603	56790- Other Contractual Services		\$5,000,000

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

APPROVED AS TO FORM:

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

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

I hereby certify that the attached ordinance, Ordinance No. 5334 introduced on May 4, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 5334.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 040 9999 32810  
ACCOUNT TITLE: CARES Act Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$5,000,000.00

4-30-2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

TOTAL NEW FUNDING REQUEST FROM JACOHD \$ 5,000,000.84

**Staffing Needs:**

	# Needed	Avg Hourly Wage	Hours	Salary	Benefits	Total Compensation	
Disease Investigator	38	36	1440	\$ 1,959,920.00	\$ 472,780.80	\$ 2,442,700.80	***10 per 100,000 population
Data Entry	2	14	1440	\$ 40,320.00	\$ 9,676.80	\$ 49,996.80	
Data Analyst	1	27	1440	\$ 38,880.00	\$ 9,331.20	\$ 48,211.20	
Community Health Worker (Recovery Programs)	2	20	2080	\$ 83,200.00	\$ 19,968.00	\$ 103,168.00	
Care Manager (Recovery Programs)	1	36	2080	\$ 74,880.00	\$ 17,971.20	\$ 92,851.20	
Grant Writer (Recovery Programs)	1	30	2080	\$ 62,400.00	\$ 14,976.00	\$ 77,376.00	
Hotline Operator	1	16	1440	\$ 23,040.00	\$ 5,529.60	\$ 28,569.60	
Emergency Response Planner (Logistics & Planning)	2	26.5	1440	\$ 76,320.00	\$ 18,316.80	\$ 94,636.80	
RNs (Testing Team)	4	36	1440	\$ 207,360.00	\$ 49,766.40	\$ 257,126.40	
	52			\$ 2,576,320.00	\$ 618,316.80	\$ 3,194,636.80	
<b>Other Resource Needs:</b>							
<b>Technology Support</b>							
Laptops	52			\$ 64,324.00			
Laptop service agreement	52			\$ 3,307.00			
Printer/Scanner/Fax Machine	2			\$ 2,000.00			
Phones (\$155/phone)	52			\$ 8,060.00			
Wireless Headsets (\$250/headset)	42			\$ 10,500.00			
Monitors	100			\$ 13,500.00			
Docking Stations	52			\$ 10,868.00			
PPE for general staff							
blue cone masks (1 box/week)	36			\$ 150.00			**1 mask/week/associate (36 weeks)
N95 masks for high risk staff (1 box/week)	36			\$ 925.00			
Hand sanitizer (4 bottles/week)							
Purple top wipes (6 containers/week)	216			\$ 950.00			**PPE reqs change for clinic due to COVID
PPE to resume clinic operations (STD clinic, Imms)							
blue cone masks (22 box/week)	792			\$ 3,128.40			
gloves (9 box/week)	324			\$ 2,041.20			
Purple top wipes (17 containers/week)	612			\$ 2,698.92			
face shields (1 box/month)	8						
PPE for testing							
face shields (5 units)	5						**250 tests/week thru 2020 (36 weeks)
N95 masks (1 box/week)	36			\$ 902.52			
gloves (3 boxes/week)	108			\$ 680.40			
gowns (5 pack/week)	18						
hand sanitizer (3 bottles/week)	108						
purple top wipes (1 containers/week)	36						**250 tests/week thru 2020 (36 weeks)
purple top wipes (swabs, transport media) (\$20/sample)	9,000						**250 tests/week thru 2020 (36 weeks)
Testing lab fees (\$69/test)	9,000						
Miscellaneous equipment							
Infrastructure Support							
TS- Facility improvements & Office furnishings							
Add Data Drops							
Software Licenses for Phones							
Office chairs for staff							
Committed Expenses To Date:							
Added Epidemiology Specialist	1		2080	\$ 58,000.00	\$ 13,920.00	\$ 71,920.00	
Added Communications Specialist	1		2080	\$ 50,000.00	\$ 12,000.00	\$ 62,000.00	

Revised backup  
May 11, 2020

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 5334

Sponsor(s): Crystal Williams

Date: May 4, 2020

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: An ordinance estimating and appropriating \$5,000,000 in the CARES Act fund for contact tracing and investigations and the purchase of all necessary equipment by the Jackson County Health Department for the purpose of COVID-19 response																					
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>\$5,000,000</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$5,000,000</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>FROM:</td><td>FROM ACCT</td></tr> <tr> <td>040-9999-32810 CARES Act Fund, Undesignated Fund Balance</td><td>\$5,000,000</td></tr> <tr> <td>TO:</td><td>TO ACCT</td></tr> <tr> <td>CARES Act Fund</td><td></td></tr> <tr> <td>040-2603-56790 Jackson County Health Dept – Other Contractual Services</td><td>\$5,000,000</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:</p> <p>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:	\$0	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$5,000,000	Amount budgeted for this item * (including transfers):	\$5,000,000	Source of funding (name of fund) and account code number:		FROM:	FROM ACCT	040-9999-32810 CARES Act Fund, Undesignated Fund Balance	\$5,000,000	TO:	TO ACCT	CARES Act Fund		040-2603-56790 Jackson County Health Dept – Other Contractual Services	\$5,000,000
Amount authorized by this legislation this fiscal year:	\$0																					
Amount previously authorized this fiscal year:	\$0																					
Total amount authorized after this legislative action:	\$5,000,000																					
Amount budgeted for this item * (including transfers):	\$5,000,000																					
Source of funding (name of fund) and account code number:																						
FROM:	FROM ACCT																					
040-9999-32810 CARES Act Fund, Undesignated Fund Balance	\$5,000,000																					
TO:	TO ACCT																					
CARES Act Fund																						
040-2603-56790 Jackson County Health Dept – Other Contractual Services	\$5,000,000																					
PRIOR LEGISLATION	Prior ordinances and (date): 5322, 3/30/2020; 5326, 4/6/2020; 5329, 4/27/2020 Prior resolutions and (date): 20414, 4/20/2020; 20415, 4/20/2020; 20410 4/20/2020; 20365, 2/3/2020; 20366, 2/3/2020; 20360, 2/3/2020																					
CONTACT INFORMATION	RLA drafted by Troy Schulte, County Administrator at 881-1079																					
REQUEST SUMMARY	This ordinance appropriates \$5 million from the CARES Act Fund for use for various purposes by the Jackson County Health Department for the COVID-19 response. Most of the appropriation will be to hire up to 52 persons to conduct contact tracing and investigations until mass vaccinations occur for up to 1 year. Additional equipment costs necessary for the investigative staff to do their work including office rental and software costs are included in the preliminary budget that is attached to this document.																					
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <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																						
REVIEW	<table border="1"> <tr> <td>Department Director:</td><td><i>Troy M. Schulte</i></td><td>Date: 5-4-2020</td></tr> <tr> <td>Finance (Budget Approval) If applicable:</td><td><i>Troy M. Schulte</i></td><td>Date:</td></tr> <tr> <td>Division Manager:</td><td><i>Troy M. Schulte</i></td><td>Date: 5-4-2020</td></tr> <tr> <td>County Counselor's Office:</td><td><i>Bryan Covinsky</i></td><td>Date: 5/7/20</td></tr> </table>		Department Director:	<i>Troy M. Schulte</i>	Date: 5-4-2020	Finance (Budget Approval) If applicable:	<i>Troy M. Schulte</i>	Date:	Division Manager:	<i>Troy M. Schulte</i>	Date: 5-4-2020	County Counselor's Office:	<i>Bryan Covinsky</i>	Date: 5/7/20								
Department Director:	<i>Troy M. Schulte</i>	Date: 5-4-2020																				
Finance (Budget Approval) If applicable:	<i>Troy M. Schulte</i>	Date:																				
Division Manager:	<i>Troy M. Schulte</i>	Date: 5-4-2020																				
County Counselor's Office:	<i>Bryan Covinsky</i>	Date: 5/7/20																				

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 \_\_\_\_\_
- X 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 and transfer are available from the source indicated below.

Account Number.	Account Title:	Amount Not to Exceed.
040-9999-32810	CARES Act Fund, Undesignated Fund Balance	\$5,000,000

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

## Supplemental Appropriation Request Jackson County, Missouri

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

Date: April 28, 2020

Ord # 5334

Department / Division	Character/Description	From	To
<b>040 CARES Act</b>			
9999 -	45946 COVID19 – Reimbursement	\$ 5,000,000	\$ -
9999 -	32810 Undesignated Fund Balance	-	5,000,000
<hr/>			
9999 -	32810 Undesignated Fund Balance	5,000,000	-
2603 Jackson County Health Department	56790 Other Contractual Services	-	5,000,000
		<u>\$ 5,000,000</u>	<u>\$ 5,000,000</u>

**APPROVED**  
By Mark Lang at 5:18 pm, Apr 28, 2020

Budget Office \_\_\_\_\_

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

**A RESOLUTION** authorizing the Director of Parks + Rec to execute a Memorandum of Understanding with Lee's Summit Underwater Recovery for rescue and recovery dives and other emergency and non-emergency services to be provided to Jackson County on an as-needed basis, at an actual cost to the County not to exceed \$20,000.00.

**RESOLUTION NO. 20421**, May 4, 2020

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Director of Parks + Rec recommends the execution of the attached Memorandum of Understanding (MOU) with Lee's Summit Underwater Recovery to provide for rescue and recovery dives and other emergency and non-emergency services; and,

WHEREAS, Lee's Summit Underwater Recovery is a non-profit organization that has worked collaboratively with the County since 1987; and,

WHEREAS, the attached MOU further outlines and clarifies the responsibilities of the Association and the County; and,

WHEREAS, this MOU creates no employment relationship between Lee's Summit Underwater Recovery and the County; and,

WHEREAS, the execution of the attached MOU is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,




BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Parks + Rec be and hereby is authorized to execute, on the behalf of the County, the attached MOU with the Lee's Summit Underwater Recovery; and,

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

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. 20421 of May 4, 2020, was duly passed on \_\_\_\_\_, 2020 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 1601 56790  
ACCOUNT TITLE: Park Fund  
Director of Parks  
Other Contractual Services  
NOT TO EXCEED: \$20,000.00

4-30-2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

**Memorandum of Understanding  
Between Lee's Summit Underwater Recovery and  
Jackson County Parks + Rec**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum of Understanding" or "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between JACKSON COUNTY, MISSOURI, (County), through its Parks + Rec Department, and Lee's Summit Underwater Recovery, Inc. (LSUR), a Missouri not-for-profit corporation.

WHEREAS, the County manages over 21,000 acres of parkland and lakes for the use and enjoyment of Jackson County residents; and,

WHEREAS, LSUR is a volunteer operated rescue and recovery agency that provides emergency and non-emergency underwater rescue and other valuable services to the County, other entities within Jackson County, and to the residents of Jackson County; and,

WHEREAS, the County and LSUR previously entered into an Agreement on May 7, 1987 whereby the County leased land at Fleming Park for LSUR to construct and operate a storage facility; and,

WHEREAS, the County and the Association wish to further outline responsibilities through this new Memorandum for mutual public benefit for ongoing valuable assistance and services from LSUR to County; and,

WHEREAS, the Director of Jackson County Parks+Rec is authorized and empowered by the County to execute Memorandums of Understanding (Agreement) on behalf of the County;

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

**Sec. 1. LSUR Services and Responsibilities.**

LSUR shall perform the following services and activities ("Services") on an on-call as needed basis as staff is available:

- a. Respond and assist with rescue and recovery dives and other emergency or non-emergency Services as needed.
- b. Assist with locating and removal of large items from lakes, including automobiles and submerged boats.
- c. Conduct yearly inspection of all marina boat ramps and provide written findings report.
- d. Assist with location and adjustment of submerged courtesy docks.
- e. Assist with maintenance of mooring balls, including hardware replacement/repair and underwater location Services.
- f. Conduct general water rescue awareness training as requested to County Associates.
- g. Conduct Public Safety Diving awareness & support training as requested to County Associates.

- h. Answer questions and provide initial consultation with outside agencies at request of County for underwater projects and Services. LSUR shall reserve the right to negotiate compensation for services with outside agencies who may be authorized by County to utilize County facilities.
- i. LSUR shall participate in community and educational programs as able, such as National Marina Day, and other events and programs sponsored or authorized by County.
- j. LSUR shall remain responsible for all maintenance of the facilities constructed by LSUR on leased property, including but not limited to cleaning, general building maintenance, repair, and improvements. County shall continue to be responsible for the upkeep and maintenance of all grounds including, but not limited to: snow removal, pavement and parking lot maintenance, and lawn and tree care.

**Sec. 2. Supervision and Training.**

LSUR shall remain responsible for all applicable training, and supervision of board members, staff, and volunteers of the LSUR.

- a. All LSUR staff or volunteers performing underwater Services per this Agreement shall be trained through an LSUR-internal academy course which follows the guidelines recommended by Lifeguard Systems and supervised by certified instructors. As required, but no less than once every 5 years, LSUR Staff will participate in a Rapid Deployment Search and Rescue/Recovery diving specialty course under the instruction of certified Lifeguard Systems Instructors.

**Sec. 3. Term.**

Unless terminated by either party in conformity with the termination provisions contained herein, the term of this Agreement shall be three (3) years from date of execution.

**Sec. 4. Modification and Termination.**

- a. This Agreement may be extended, modified or amended with the written consent of both parties. Verbal representations and extra-contractual writings shall not be construed or relied upon as modifications, amendments or waivers of any term of this Agreement.
- b. This Agreement may be terminated with a 120-day written notice by either party. Should LSUR terminate this agreement prior to December 31<sup>st</sup> of any calendar year, LSUR shall repay to County any pro rata funds granted to LSUR during year of termination for each month of Services not performed.

**Sec. 5. Indemnification.** LSUR agrees to indemnify and hold harmless the County and the United States from any and all bodily injury to or death of any third-party and any third-party property damage, loss, or liability of any kind whatsoever, if and to the extent caused by the negligent act, error, or omission, of LSUR or any of its agents, representatives, assignees, or employees during the performance of this Agreement, and LSUR, at its own cost and expense, will defend and protect County against any and all such claims and demands. Notwithstanding the foregoing, LSUR shall not have to pay for County's defense cost if there is a final judicial determination that County was negligent but LSUR was not.

**Sec. 6. Insurance.** LSUR shall procure and maintain in effect throughout the duration of this Agreement general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate (both

general and products-completed operations), written on an "occurrence" basis, for any claims, damages liability, losses, costs and expenses, court costs and reasonable attorney fees incurred by the County for enforcement of this section and for any accidents, injuries, including death, damage to property, or other claims arising as a result of or in connection with the performance by LSUR and its volunteers, employees, agents or subcontractors, under this Agreement. The County, the United States, its officers employees, and agents shall be named as additional insureds under such policy. LSUR shall also carry a \$1,000,000 umbrella policy. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Insured Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, an aggregate limit of \$2,000,000.
- d. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to County, ten (10) days in the event of nonpayment of premium. Upon signing of this Agreement, LSUR shall provide to County a certificate of insurance showing all required endorsements and additional insureds.

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

Regardless of any approval by County, it is the responsibility of LSUR to see the required insurance coverage is in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of LSUR's failure to assure the required insurance in effect, County may order LSUR to immediately stop all activities.

**Sec. 7. Annual Operation's Report.** By January 31<sup>st</sup> of each year, LSUR shall provide a written Annual Operation's Report to County summarizing activities for the previous year, including the following. Reports may be submitted to the County via email to an agreed upon address.

- a. Summary of all Services and activities performed, including number of deployments for rescue and recovery, deployments for maintenance and operations assistance, and the nature of the Services provided.
- b. Annual Report shall also include a summary of the future anticipated programs and projects LSUR plans to complete for the coming year, if any.

**Sec. 8. Notices.** All notices required by this Agreement shall be in writing sent by either regular U.S. mail, postage prepaid, or commercial overnight courier, or via electronic mail, to the following. All notices mailed by regular U.S. mail are effective three (3) days after mailing.

**JACKSON COUNTY PARKS+REC**

C/O: Director of Parks+Rec  
22807 Woods Chapel Road  
Blue Springs, Missouri 64015  
(816) 503-4821 Fax (816) 795-1234

**Lee's Summit Underwater Recovery, Inc.**

C/O Chief (& Corporate President)  
PO Box 6575  
Lee's Summit, MO 64064  
(816) 525-9555

Additional Contact:  
Chief of Park Safety  
Joe Piccinini  
[jp Piccinini@jacksongov.org](mailto:jp Piccinini@jacksongov.org)

Email: [director@lsunderwater.org](mailto:director@lsunderwater.org)

**Sec. 9. Assignability or Subcontracting.** LSUR shall not subcontract, assign or transfer any part or all of its obligations under this Agreement without County's prior written approval. If LSUR shall subcontract, assign, or transfer any part of Association's interests or obligations under this Agreement, without the prior

written approval of County, it shall constitute a material breach of this Agreement. Notwithstanding the foregoing, LSUR may subcontract certain services during the performance of its diving Services without the County's prior written approval, including, but not limited to, rental or lease of equipment, tow services, and rigging consultants.

**Sec. 10. Independent Contractor.** LSUR is an independent contractor with respect to all Services performed under this Agreement. LSUR accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by LSUR on work performed under the terms of this Agreement. LSUR shall defend, indemnify and save harmless County from any claims or liability for such contributions or taxes. Nothing contained in this Agreement or any act of County, or LSUR, shall be deemed or construed to create any third-party beneficiary or principal and agent relationship with County. LSUR is not County's agent and has no authority to take any action or execute any documents on behalf of County.

**Sec. 11. Financial Responsibility.** LSUR shall be solely responsible for all costs associated with performance of all Services and activities during the term of this Agreement and any extensions thereof.

**a. Payments by County to LSUR.** Subject to appropriation, the County agrees to pay LSUR the total amount of \$20,000 for fiscal year 2020, in one installment upon execution of this Agreement. LSUR shall submit its funding requests via proposal to the representatives listed in Section 8 by August 1, 2020.

**b. Conditions for Payments.** Funding for 2020, and any future years, shall be subject to annual budget and appropriation by County.

To be eligible for any payments, LSUR shall submit a written proposal setting out in detail the intended use of the County's funding. LSUR's proposal must be received by August 1<sup>st</sup> for requested funding in any future year. Any funds provided by the County shall only be utilized for LSUR's expenses to provide Services, equipment leases, and insurance authorized by this Agreement. County funds may not be utilized for capital equipment purchases or capital improvements.

Any future payments by County shall be made within the first quarter of each year, provided all requirements for payment have been satisfied by LSUR. No future payments shall be made under this Agreement unless LSUR shall have submitted to the Parks + Rec Department an Annual Financial Report by January 31<sup>st</sup> of each year, including:

- i. LSUR's IRS Form 990 from the previous fiscal year;
- ii. Statement of LSUR's total budget for its most recent fiscal year; and
- iii. Detailed explanation and documentation of actual past expenditures of the County's funds (pertains to final payments and payments on contracts for future years). If LSUR has previously received funding from the County, to be eligible for future payments, LSUR must submit either an audited financial statement for their most-recent fiscal or calendar year, or a certified public accountant's program audit of the County's funds.

No payment shall be made if LSUR is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

**c. Equal Opportunity.** LSUR shall maintain policies of employment as follows to be eligible for funding from County.

- i. LSUR and subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. LSUR shall take affirmative action as set forth to ensure that applicants for employment and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. LSUR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- ii. LSUR and subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

**d. Hiring Practices.** Pursuant to §285.530.1, RSMo, and in order to remain eligible for County funding, LSUR assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted Services. Further, LSUR shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with any Services.

**e. Audit.** The parties agree that the County may, for any reason and at any given time with reasonable notice, examine and audit the books and records of LSUR pertaining to this Agreement. Further, LSUR agrees to establish and adopt such accounting standards and forms as recommended by the County prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document expenditure of these funds may be changed from time to time by the County.

**Sec. 12. Not Used.**

**Sec. 14. Governing Law.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri. Any action in regard to the Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within Jackson County, Missouri, and in no other. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

**Sec. 15. Compliance with Laws.** LSUR shall comply with all applicable federal, state and local laws, ordinances and regulations, including Missouri Prevailing Wage laws applicable to any improvements to Property. LSUR shall secure all applicable occupational and professional licenses and permits from public or private sources necessary for the fulfillment of obligations under this Agreement. All references to "Code" shall mean County's Code of Ordinances, including any amendments thereto or recodification thereof.

**Sec. 16. Waiver.** Waiver of any provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, or of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

**Sec. 17. Rights and Remedies Cumulative and Not Exclusive.** To the extent this Agreement sets forth a specific remedy for a breach of the Agreement, such remedy shall be the exclusive remedy of the Parties. For other breaches of the Agreement the Parties shall have all remedies available under the governing law

of contracts and applicable injunctive relief. Such remedies are in lieu of others available at law or otherwise.

**Sec. 18. Merger.** This Agreement, including any referenced Attachments, constitutes the entire agreement between County and LSUR with respect to this subject matter, and supersedes all prior agreements between County and LSUR, and any such prior agreement shall be void and of no further force or effect as of the date of this Agreement.

**Sec. 19. Severability of Provisions.** Except as specifically provided herein, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**Sec. 20. Representations and Warranties.** County and LSUR each certify that it has the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

**Sec. 21.** LSUR warrants that it shall perform the Services in accordance with the standards of care and diligence normally practiced by recognized public safety diving organizations in performing Services of a similar nature. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS INCLUDED IN THIS AGREEMENT.** The obligations and representations contained in this Section are LSUR's sole warranty and guarantee obligations and County's exclusive remedy in respect of quality of the Services.

**Sec. 22. Waiver of Consequential Damages; Limitation of Liability.** County and LSUR shall not be liable to each other for, and County expressly waives all claims for, loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; increased operating costs; governmental and regulatory sanctions; and claims of customers for such damages; and for any special, incidental, indirect, punitive, exemplary, or consequential damages. The total cumulative liability of LSUR to County for all claims, losses, damages, and expenses resulting in any way from the performance of this Agreement shall not be greater than the amount compensation actually received by LSUR under this Agreement.

**Sec. 23. County Assistance in Procurement Efforts; Licensing Requirements.** County agrees that access to certain county assets may be required for LSUR to provide its Services. County shall extend use of, and provide access to the following items at no cost to LSUR:

**a. Park(s) and Park(s) Facilities.** The County agrees that LSUR shall be provided with 24 hour, 7 days a week unescorted access to gates, roads, boat ramps, docks, fuel pumps and other facilities to conduct its services. After hours activities shall require notification of the Jackson County Park Rangers by LSUR.

**b. Park campgrounds.** The County agrees that LSUR shall be provided with 24 hour, 7 days a week use of campground waste dumping stations at no cost to LSUR.

**c. Communications.** Subject to availability, County may provide portable radios to LSUR staff during emergency events, for LSUR's use during events.

**d. Surplus Property.** Subject to the requirements of Chapter 11 of the Jackson County Code, County may assist LSUR in obtaining surplus property for LSUR's use in performing the duties contained within this Memorandum.



**IN WITNESS WHEREOF**, the parties, by their authorized representatives, have caused this Agreement to be executed as of the date first written above.

**Lee's Summit Underwater Recovery**

I certify that I am authorized to execute this Memorandum of Understanding on behalf of **Lee's Summit Underwater Recovery, Inc.:**

\_\_\_\_\_  
Signature, President

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

**JACKSON COUNTY**

\_\_\_\_\_  
Michele Newman, Director of Jackson County Parks+Rec

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20421

Sponsor(s): Tony Miller

Date: May 4, 2020

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance  Project/Title: <b>Memorandum of Understanding with Lee's Summit Underwater Recovery</b>											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$20,000.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0.00</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$20,000.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$20,000.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number: 003-1601-56790 Other Contractual Services</td><td>\$20,000.00</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</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): \$20,000          Prior Year Actual Amount Spent (if applicable): \$20,000</p>		Amount authorized by this legislation this fiscal year:	\$20,000.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$20,000.00	Amount budgeted for this item * (including transfers):	\$20,000.00	Source of funding (name of fund) and account code number: 003-1601-56790 Other Contractual Services	\$20,000.00
Amount authorized by this legislation this fiscal year:	\$20,000.00											
Amount previously authorized this fiscal year:	\$0.00											
Total amount authorized after this legislative action:	\$20,000.00											
Amount budgeted for this item * (including transfers):	\$20,000.00											
Source of funding (name of fund) and account code number: 003-1601-56790 Other Contractual Services	\$20,000.00											
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): #20113 03/14/2020											
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Brian Nowotny, Deputy Director Parks + Rec, 816.503.4803											
REQUEST SUMMARY	This resolution authorizes the approval of a Memorandum of Understanding with Lee's Summit Underwater Recovery for services to be provided to Jackson County on an as-needed basis. LSUR, a non-profit organization, has worked collaboratively with the County since 1987 to respond and assist with rescue and recovery dives and other emergency or non-emergency services. This proposed MOU further outlines and clarifies the responsibilities of LSUR and the County.											
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	Memorandum of Understanding											
REVIEW	<table border="1"> <tr> <td>Department Director: <i>Michelle Newman</i></td><td>Date: 4/22/2020</td></tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td><td>APPROVED By Mark Lang at 4:48 pm, Apr 27, 2020</td></tr> <tr> <td>Division Manager: <i>Tracy M. Schutte</i></td><td>Date: 4-27-2020</td></tr> <tr> <td>County Counselor's Office: <i>Bryan Covinsky</i></td><td>Date: 4/29/20</td></tr> </table>		Department Director: <i>Michelle Newman</i>	Date: 4/22/2020	Finance (Budget Approval): <i>If applicable</i>	APPROVED By Mark Lang at 4:48 pm, Apr 27, 2020	Division Manager: <i>Tracy M. Schutte</i>	Date: 4-27-2020	County Counselor's Office: <i>Bryan Covinsky</i>	Date: 4/29/20		
Department Director: <i>Michelle Newman</i>	Date: 4/22/2020											
Finance (Budget Approval): <i>If applicable</i>	APPROVED By Mark Lang at 4:48 pm, Apr 27, 2020											
Division Manager: <i>Tracy M. Schutte</i>	Date: 4-27-2020											
County Counselor's Office: <i>Bryan Covinsky</i>	Date: 4/29/20											

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 27, 2020

RES # 20421

Department / Division

Character/Description	Value
1. Name	John Doe
2. Age	35
3. Gender	Male
4. Address	123 Main St, Anytown, USA
5. Phone Number	(555) 123-4567
6. Email Address	john.doe@example.com
7. Date of Birth	1988-05-15
8. Occupation	Software Engineer
9. Marital Status	Single
10. Education Level	Bachelor's Degree
11. Current City	San Francisco, CA
12. Current State	California
13. Current Country	United States
14. Current Zip Code	94102
15. Current Latitude	37.7749
16. Current Longitude	-122.4210
17. Current Time Zone	Pacific Standard Time
18. Current Day of Week	Monday
19. Current Month	January
20. Current Year	2024

Not to Exceed

**003 Park Fund**

1601 Director of Parks

56790 Other Contractual Services

\$ 20,000

\$ 20,000

**APPROVED**

*By Mark Lang at 4:47 pm, Apr 27, 2020*

Budget Office

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

**AN ORDINANCE** appropriating \$1,000,000.00 from the undesignated fund balance of the 2020 CARES Act Fund and recognizing the service and sacrifice of firefighters, police officers, and healthcare workers who protect the residents of our community during the COVID-19 pandemic and expressing our gratitude to these first responders for their professional and courageous efforts during this crisis.

**ORDINANCE NO. 5335**, May 11, 2020

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

WHEREAS, as the COVID-19 virus spread throughout the United States, officials in Missouri, Kansas City, and Jackson County came together to formulate a plan to battle this disease and protect our residents; and,

WHEREAS, throughout this ordeal, our residents have stayed home to slow the spread of the disease while our first responders have remained on the front lines, putting themselves in harm's way for our benefit and protection; and,

WHEREAS, these brave first responder firefighters, police officers, sheriff's deputies, and healthcare workers deserve recognition and support while each day they are exposed to the dangers of this deadly disease and in turn put their own families at risk because of their increased exposure; and,

WHEREAS, Jackson County received nearly \$122 million in CARES Act funds to be used for the COVID-19 response in our community; and,

WHEREAS, so far some of these funds have been used to purchase approximately 30,000 pieces of personal protective equipment (PPE) for some emergency workers, but more is needed; and,

WHEREAS, the Legislature and the Administration have determined to coordinate efforts and combine our purchasing power to procure PPE for all front line workers with the Kansas City Missouri Police Department, the Kansas City Fire Department, as well as the first responder police and firefighters working throughout Eastern Jackson County in the communities of Independence, Lee's Summit, Blue Springs, Raytown, Grandview, Grain Valley, Sugar Creek, Lake Lotawana, Lake Tapawingo, Levasy, Buckner, Sibley, Lone Jack, Oak Grove, Greenwood, Unity Village, River Bend, and in the unincorporated areas of Jackson County; and,

WHEREAS, the Legislature desires to support our first responders in Kansas City and Eastern Jackson County by providing any resources needed and authorized by the use of our CARES Act monies through an appropriation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and is hereby made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
CARES Act Fund 040-9999	32810- Undesignated Fund Balance	\$1,000,000	
Non-Departmental- CARES Act 040-5140	57230- Other Operating Supplies		\$1,000,000

and,

BE IT FURTHER ORDAINED that the Legislature hereby recognizes the courageous efforts of our community first responders and urges the Administration to use CARES Act funds for the benefit and protection of these front line workers in the cities and towns throughout Jackson County.

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached ordinance, Ordinance No. 5335 of May 11, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 5335.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 040 9999 32810  
ACCOUNT TITLE: CARES Act Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$1,000,000

5-7-2020  
Date

  
Chief Administrative Officer



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

Ord # 5335

**APPROVED**  
By Mark Lang at 11:20 am, May 07, 2020

Page 1 of 1

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

**AN ORDINANCE** appropriating \$29,314.00 from the undesignated fund balance of the 2020 Health Fund and authorizing the Director of Finance and Purchasing to issue a check to the Mid-America Regional Council in the amount of \$29,314.00 relating to the Local Emergency Planning Committee.

**ORDINANCE NO. 5336**, May 11, 2020

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, by Resolution 20164, dated June 3, 2019, the Legislature did authorize an agreement with the Mid-America Regional Council (MARC) relating to the Local Emergency Planning Committee (LEPC) and the Missouri Emergency Planning Committee grant; and,

WHEREAS, the grant funds support hazardous materials planning, training and other related activities for Jackson, Cass, Clay, Platte, and Ray Counties in Missouri; and,

WHEREAS, an appropriation is necessary to make these grant funds available to the LEPC; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2020 Health Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund 002-9999	45105- MO Emerg Response MERC	\$29,314	
002-2810	Undesignated Fund Balance		\$29,314
002-2810	Undesignated Fund Balance	\$29,314	
Emergency Mgmt. 002-4206	56798-Grant Match	\$29,314	

and,

BE IT FURTHER ORDAINED that the Director of the Department of Finance and Purchasing be and hereby is authorized to issue a check in the amount of \$29,314.00 to MARC for the use of the LEPC.

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

APPROVED AS TO FORM:

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

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

I hereby certify that the attached ordinance, Ordinance No. 5336 introduced on May 11, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 5336.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 002 2810  
ACCOUNT TITLE: Health Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$29,314.00

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

ACCOUNT NUMBER: 002 4206 56798  
ACCOUNT TITLE: Health Fund  
Emergency Mgmt  
Grant Match  
NOT TO EXCEED: \$29,314.00

5-7-2020  
Date

  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 5336

Sponsor(s): Crystal Williams

Date: May 11, 2020

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Appropriating \$29,314.00 within the 2020 Health Fund and authorizing the Director of Finance and Purchasing to issue a check to the Mid-America Regional Council in the amount of \$29,313.51 related to the Local Emergency Planning Committee (LEPC).</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>\$29,314.00</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>\$29,314.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td></td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM: 002-2810 - Health Fund/Undesignated Fund Balance</td><td>FROM ACCT  \$29,314.00</td></tr> <tr> <td>TO: 002-4206-56798 Health Fund – Sheriff Emergency Preparedness – Grant Match</td><td>TO ACCT  \$29,314.00</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Sheriff's Office 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:	\$29,314.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$29,314.00	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number; FROM: 002-2810 - Health Fund/Undesignated Fund Balance	FROM ACCT  \$29,314.00	TO: 002-4206-56798 Health Fund – Sheriff Emergency Preparedness – Grant Match	TO ACCT  \$29,314.00
Amount authorized by this legislation this fiscal year:	\$29,314.00												
Amount previously authorized this fiscal year:	\$0												
Total amount authorized after this legislative action:	\$29,314.00												
Amount budgeted for this item * (including transfers):													
Source of funding (name of fund) and account code number; FROM: 002-2810 - Health Fund/Undesignated Fund Balance	FROM ACCT  \$29,314.00												
TO: 002-4206-56798 Health Fund – Sheriff Emergency Preparedness – Grant Match	TO ACCT  \$29,314.00												
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Resolution #20164 June 3<sup>rd</sup>, 2019</p>												
CONTACT INFORMATION	<p>RLA drafted by: Captain Scott Goodman Jackson County Sheriff's Office Commander (816) 541-8017</p>												
REQUEST SUMMARY	<p><u>By Resolution #20164, dated June 3<sup>rd</sup>, 2019, the Legislature did authorize the execution of an agreement with the Mid-America Regional Council related to the Local Emergency Planning Committee (LEPC) and the Missouri Emergency Planning Committee grant. These funds support hazardous materials planning, training and related activities for Counties in Missouri.</u></p> <p><u>Jackson County has received an allocation of LEPC funds in the amount of \$29,313.51. This request is to appropriate these funds and authorize the Director of Finance and Purchasing to issue a check in the amount of \$29,313.51 to the Mid-America Regional Council to the mission and goals of the LEPC program.</u></p>												
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												

ATTACHMENTS		
REVIEW	Department Director: <i>Meja R. Hester</i>	Date: <i>4-28-20</i>
	Finance (Budget Approval): <i>APPROVED</i> <i>If applicable</i> <small>By Sarah Matthes at 3:13 pm, Apr 28, 2020</small>	Date:
	Division Manager: <i>County Administrator, Tony Schulte</i> <i>by [Signature]</i>	Date: <i>5-7-2020</i>
	County Counselor's Office: <i>Bryan County</i>	Date: <i>5/6/20</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:
002-2810	Health Fund - Undesignated Fund Balance	\$29,314.00

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

## Supplemental Appropriation Request Jackson County, Missouri

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

Date:	April 28, 2020	ORD #	<u>5336</u>
Department / Division	Character/Description	From	To
<b>Health Fund - 002</b>			
9999	45105 - MO Emerg Response MERC	29,314	
2810	Undesignated Fund Balance		29,314
2810	Undesignated Fund Balance	29,314	
4206 - Emergency Mgmt	56798 - Grant Match		29,314
		<u>58,628</u>	<u>58,628</u>

### Fiscal Note:

Date:	April 28, 2020		
Department / Division	Character/Description		Not to Exceed
<b>Health Fund - 002</b>			
4206 - Emergency Mgmt	56798 - Grant Match		\$ 29,314

**APPROVED**

*By Sarah Matthes at 3:51 pm, Apr 28, 2020*

Budgeting



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

**AN ORDINANCE** appropriating \$250,000.00 from the undesignated fund balance of the 2020 CARES Act Fund to provide for cleaning and disinfecting services and building modifications to improve the safety of County associates and visitors in connection with the fight against the ongoing Coronavirus/COVID-19 pandemic.

**ORDINANCE NO. 5337**, May 11, 2020

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, U.S. President Donald J. Trump, Missouri Governor Mike Parson, and County Executive Frank White, Jr., have all declared, in one form or another, the ongoing Coronavirus/COVID-19 pandemic to be a public health emergency; and,

WHEREAS, on March 22, 2020, the County Executive issued an order closing all non-essential businesses in Jackson County, outside the City of Kansas City, which has been extended until May 15, 2020; and,

WHEREAS, the County, through its various efforts, plays a significant role in the public health of its citizens and associates; and,

WHEREAS, an appropriate response by the County to this emergency will require significant expenditures from the County CARES Act Fund, which consists of monies provided by the U.S. Treasury for this purpose; and,

WHEREAS, the Director of Public Works recommends an emergency contract with Burtin and Associates for disinfecting and deep cleaning County buildings to ensure all County public spaces are welcoming, clean, and free of viral conditions by utilizing COVID-19 approved sanitizing solutions at an actual cost to the County in the amount of \$150,000.00; and,

WHEREAS, the County will also construct necessary plexiglass barriers in places where County associates directly interface with large numbers of the general public using existing County term and supply contracts; and,

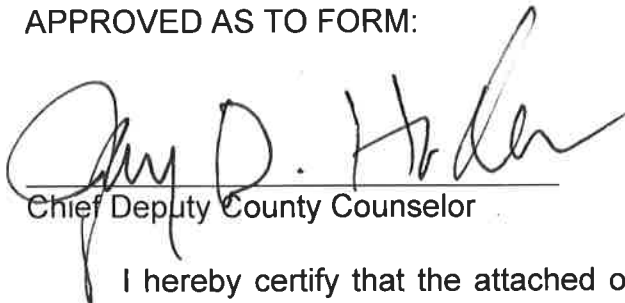
WHEREAS, an appropriation is necessary to place the required funds in the appropriate spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2020 CARES Act Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
CARES Act Fund 040-9999	32810- Undesignated Fund Balance	\$250,000	
Fac. Mgmt Kansas City 040-1204	56730- Janitor & Exterminating Services		\$150,000
040-1204	56790- Other Contractual Services		\$50,000
040-1204	57370- Building Operating Supplies		\$50,000

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

APPROVED AS TO FORM:

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

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

I hereby certify that the attached ordinance, Ordinance No. 5337 introduced on May 11, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 5337.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 040 9999 32810  
ACCOUNT TITLE: CARES Act Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$250,000.00

5-7-2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 5337

Sponsor(s): Theresa Cass Galvin

Date: May 11, 2020

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Appropriating \$250,000 from the CARES Act Fund for enhanced Covid-19 County facility cleaning and disinfecting services as well as modest building improvements for the purpose of improving the safety of County associates and visitors.</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>\$250,000</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>\$250,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$250,000</td> </tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number:</td> </tr> <tr> <td> <b>From:</b>  040-9999-32810 CARES Act Fund, Undesignated Fund Balance </td> <td>\$250,000</td> </tr> <tr> <td> <b>To:</b>  040-1204-56730 CARES Act – Fac. Mgmt Kansas City – Janitor &amp; Exterminating Services  040-1204-56790 CARES Act – Fac. Mgmt Kansas City – Other Contractual Services  040-1204-57370 CARES Act – Fac. Mgmt Kansas City – Building Operating Supplies </td> <td> \$150,000  50,000  50,000 </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): \$0  Prior Year Actual Amount Spent (if applicable): \$0</p>	Amount authorized by this legislation this fiscal year:	\$250,000	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$250,000	Amount budgeted for this item * (including transfers):	\$250,000	Source of funding (name of fund) and account code number:		<b>From:</b> 040-9999-32810 CARES Act Fund, Undesignated Fund Balance	\$250,000	<b>To:</b> 040-1204-56730 CARES Act – Fac. Mgmt Kansas City – Janitor & Exterminating Services 040-1204-56790 CARES Act – Fac. Mgmt Kansas City – Other Contractual Services 040-1204-57370 CARES Act – Fac. Mgmt Kansas City – Building Operating Supplies	\$150,000 50,000 50,000
Amount authorized by this legislation this fiscal year:	\$250,000														
Amount previously authorized this fiscal year:	\$0														
Total amount authorized after this legislative action:	\$250,000														
Amount budgeted for this item * (including transfers):	\$250,000														
Source of funding (name of fund) and account code number:															
<b>From:</b> 040-9999-32810 CARES Act Fund, Undesignated Fund Balance	\$250,000														
<b>To:</b> 040-1204-56730 CARES Act – Fac. Mgmt Kansas City – Janitor & Exterminating Services 040-1204-56790 CARES Act – Fac. Mgmt Kansas City – Other Contractual Services 040-1204-57370 CARES Act – Fac. Mgmt Kansas City – Building Operating Supplies	\$150,000 50,000 50,000														
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):														
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Brian Gaddie, PE, Director of Public Works, 816-881-4496														
REQUEST SUMMARY	<p>The Facilities Management Division of Public Works is in process of providing disinfecting and deep cleaning services to the Downtown Courthouse, Eastern Jackson County Courthouse and Historic Truman Courthouse using an emergency contract not to exceed \$150,000 with Burtin and Associates of Kansas City, Missouri. The focus of these services will be to ensure that all public spaces are free of any potentially viral conditions by utilizing approved Covid-19 sanitizing solutions and that the spaces are clean and welcoming as the public, Courts and County associates re-enter the facilities.</p> <p>In addition, it is necessary for the County to construct plexiglass barriers for all locations where county associates directly interface with a large number of general public visitors. Work has started using existing County term and supply contractors. \$100,000 is being appropriated for this purpose and other miscellaneous construction activities related to preparing the Courthouse for effective COVID-19 response.</p> <p>Funding for the services defined above will be provided by the CARES Act (Covid-19 Relief Fund)</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)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Burtin and Associates Scope of Services, Contractual Terms and Conditions	
REVIEW	Department Director:	Date: 5-05-2020
	Finance (Budget Approval): <i>If applicable</i>	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <b>APPROVED</b>          By Mark Lang at 12:14 pm, May 07, 2020       </div>
	Division Manager: <i>Troy Schulte by J. M. Stelly</i>	Date: 5-07-2020
	County Counselor's Office: <i>Bryan Canisby</i>	Date: 5/7/20

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

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

Account Number:	Account Title:	Amount Not to Exceed:
040-9999-32810	CARES Act Undesignated Fund Balance	\$250,000

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

## Supplemental Appropriation Request Jackson County, Missouri

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

Date: May 6, 2020

Ord # 5337

Department / Division		Character/Description	From	To
<b>040 CARES Act</b>				
9999	-	32810 Undesignated Fund Balance	\$ 250,000	\$ -
1204	Fac. Mgmt Kansas City	56730 Janitor & Exterminating Services	-	150,000
1204	Fac. Mgmt Kansas City	56790 Other Contractual Services	-	50,000
1204	Fac. Mgmt Kansas City	57370 Building Operating Supplies		50,000
			\$ 250,000	\$ 250,000

**APPROVED**

*By Mark Lang at 11:46 am, May 07, 2020*

Budget Office

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

**A RESOLUTION** awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of temporary inmate housing for use by the Department of Corrections to the Andrew County, Missouri Sheriff's Office as an acquisition from another governmental entity.

**RESOLUTION NO. 20422**, May 11, 2020

**INTRODUCED BY** Ronald E. Finley, County Legislator

WHEREAS, the Department of Corrections has a continuing need for temporary inmate housing to accommodate certain situations in which an inmate may need off-site housing; and,

WHEREAS, after evaluating housing options throughout the area, the Director of the Department of Corrections recommends an agreement with the Andrew County, Missouri Sheriff's Office for the furnishing of these services; and,

WHEREAS, pursuant to section 1030.2, Jackson County Code, 1984, the Director of Finance and Purchasing recommends award of a twelve-month term and supply contract, with one twelve-month option to extend, be made to the Andrew County, Missouri Sheriff's Office for the furnishing of temporary inmate housing as an acquisition from another government entity; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the County Executive be and is hereby authorized to execute the attached Agreement with the Andrew County, Missouri Sheriff's Office; and,

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



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. 20422 of May 11, 2020, was duly passed on \_\_\_\_\_, 2020 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 will, of necessity, be determined as each using agency places its order.

5-7-2020  
Date

  
Chief Administrative Officer



# Jackson County Detention Center

Office of the Jackson County Sheriff

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Sheriff Darryl Forté



## MEMORANDUM

From: Deloris Wells, Deputy Director of Administration

Date: 2/14/2020

Subject: Inmate Housing- Andrew County Sheriff's Office

The Department of Corrections has an ongoing need for temporary inmate housing to accommodate certain situations in which an inmate may require off-site housing in order to maintain safety and or segregation from other inmates.

A few years ago, our facility secured a contract to house inmates in Andrew County. This agreement has aided JCDC in managing inmates who for various purposes cannot be housed in this facility. The contract with Andrew County expired in September of 2019. We would like to renew this contract.

## **AGREEMENT FOR CONFINEMENT OF PRISONERS**

This agreement is made and entered into on \_\_\_\_\_, by and between the **Andrew County Jail**, a Missouri Government Facility (hereinafter referred to as "**Facility**"), and the **County of Jackson**, Missouri, (hereinafter referred to as "**Agency**").

### **FACILITY AND THE AGENCY AGREE AS FOLLOWS:**

1. **Services Provided.** Facility shall provide detention and transportation services, food, clothing, medical services, shelter, and other usual services for minimum level, non-violent inmates, medium level and/or maximum, high security custody level inmates of the Agency being confined at Facility, which is located at 400 East Main St., Savannah, Missouri. Facility shall not move prisoners to any other location or turn prisoners over to the control or custody of any other person, agency or governmental entity without the prior written consent of the Agency. The Agency agrees to house inmates at the Facility.

Facility will invoice the Agency each month for the number of inmates at a rate of **\$45.00 per day, per inmate.**

- a. **Quality of Care and Treatment.** Facility shall at all times treat and care for all Inmates placed with the Facility in a humane, appropriate, and professional manner in compliance with all requirements of state, local, and federal law and consistent with industry standards. Nothing contained within this Agreement shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws, constitutions, or administrative regulations of the State of Missouri or in the United States of America.
- b. **Licensing and Structures.** Facility shall maintain and ensure all necessary and appropriate licensing agreements, permits, and building, fire, health, and safety codes. Facility warrants to the Agency that the structure of the Facility meets or exceeds all applicable building codes and standards.
- c. **Record-keeping.** Facility shall maintain accurate, timely, and confidential records with regard to the behavior, health, classification, disciplinary history and complaints made by and/or against all Inmates confined at the Facility. Facility shall also maintain records on Inmates regarding all incidents, involving use of force, inmate injuries, grievance, complaints, claims or lawsuits lodged against Facility. The Agency shall have a right of access to such records, and Facility expressly agrees to provide Agency with copies of such records upon request.
- d. **Training.** Facility warrants to Agency that all of its employees are and will continue to be properly trained in the supervision and care of inmates in a humane, appropriate, and professional manner in compliance with all requirements of state, local, and federal law and consistent with industry standards, including training with regard to anti-discrimination policies.

- e. **Notification.** Facility shall immediately notify Agency of any of the following events: the death of an Inmate; the emergency medical treatment of an Inmate; the escape of an Inmate; the filing of a lawsuit or claim by an Inmate against Facility; the filing of a claim, lawsuit or administrative action against the Facility with regard to its treatment of Inmates; or the use of force on or against an Inmate.
- f. **Release of Inmates.** Facility shall release Inmates back to the Agency. Facility shall not release Inmates into the general populace without making proper wants and warrant checks (Jake's Law). Facility shall not grant furloughs or passes to any Inmates without the specific written authorization of the Agency.
- g. **Resident Agent.** Facility shall designate a local agent for the acceptance of service in the State of Missouri.
- h. **Access to the Court System.** Facility shall ensure that all Inmates referred by the Agency shall have access to the court system, including but not limited to the **Jackson County Circuit Court** and the use of the U.S. Postal Service. **Jackson County** is responsible for all transports of their inmates to and from court appearances. **Jackson County** must assure that all court documents, for court appearances, must accompany the Inmate when returning from court to the Facility.

## **.2. Medical Needs.**

- a. **Non-emergency.** Facility shall have a qualified medical physician on call on an "as needed" basis. For purposes of providing routine medical care, the Facility shall have a qualified medical physician on site at the facility at scheduled times ("routine medical care" defined as including routine physical examinations and screenings, alcohol and drug testing, prescribing the use of non-prescription medicines). The Facility shall have a LPN or RN on-site providing services **Monday-Thursday and Friday for 8 hours each day**, to assess medical issues, prescriptions, and all medical records. The costs for routine on-site medical services (excluding pharmacy, lab work, and x-rays) will be paid for by the Facility and all such other off-site medical and dental services shall be pre-authorized through Agency and paid by the prisoner pursuant to Sec. 221.120 RSMo. Medical services provided are consistent with the *National Commission on Correctional Healthcare Standards*. All prescriptions for inmates will be the responsibility of the **Agency** and will be invoiced accordingly.
- b. **Emergency Treatment.** In the event of an emergency, ambulance services will be requested for all emergency medical situations and directly thereafter Agency will be notified, and prisoner will be solely responsible for ambulance, hospital, and physician charges incurred as a result thereof pursuant to Sec. 221.120 RSMo, unless otherwise approved in writing by the Agency in advance of the treatment. In case of death, the Agency will be responsible for all cost of an autopsy. During all emergency transportation,

the Facility will supply a detention officer to accompany the Inmate to the hospital/ER for a period of **4 hours**. The Agency will be responsible for the Inmates security while at the hospital for an extended period or until released.

c. **Records.** Facility shall maintain complete medical records for each Inmate who has received health care services. The records shall be maintained in a manner wholly consistent with applicable laws and NCCHC standards.

3. **Fit for Confinement.** The condition of the detainee must be such that he/she is not an immediate medical risk if admitted to the Facility in their current state. If either Agency or Facility staff believe the detainee is not "fit for confinement", the detainee must be evaluated at a hospital by a physician prior to being accepted into the Facility.

4. **Right of Inspection.** The Agency shall have the right to inspect, at any reasonable time, the correctional facility owned by Facility, which houses Inmates.

5. **Death of an Inmate.** In the event of the death of an Inmate, Facility shall immediately notify the Agency. Upon release by investigative authorities and County Coroner, arrangements shall be made by Facility to transport the body to the coroner of the local jurisdiction. All costs of any required autopsy shall be the responsibility of the Agency. The Agency shall assume full responsibility for said body upon its return to the Agency's jurisdiction.

6. **Escapes.** In the event of the escape of an Inmate in the care of Facility, Facility shall immediately notify the Agency and the local authorities. Facility shall take any necessary steps to assist in the apprehension of the escaped Inmate. Facility shall bear any and all costs of and/or charges as the result of an escape.

7. **Services for Inmate.** All Inmates have access to reading materials, scheduled visits, religious services, and recreational activities.

8. **Agreement.** This Agreement represents the entire agreement between the parties hereto. All prior representations, agreement, and understandings are superseded hereby.

9. **Amendment.** This Agreement may be amended, modified or supplemented only by a written instrument signed by each of the parties hereto.

10. **Notices.** All notices provided under this Agreement shall be in writing and shall be served by mailing, hand-delivery, email, or facsimile transmission.

11. **Inmate Accounts.** Facility shall establish and maintain an account for each Inmate and shall credit to such account all money that is received and shall make disbursements debiting such account for responsible amounts for the Inmates' purchases of personal items. Disbursements shall be made in limited amount as are reasonably necessary for such personal

items. Facility shall be accountable to Agency for such Inmate funds. Upon the Inmate's return to the Agency during normal business hours, the funds maintained in such account shall be returned with the Inmate to the Agency, after all debts are paid to the facility.

12. **Facility Damage.** Damage caused by an inmate to Facility property or equipment, will be the responsibility of the Agency. All reasonable bills for the repair and/or replacement of said damage will be sent to the Agency for reimbursement. Criminal charges can and will be filed where appropriate.
13. **Programs.** Inmates referred to Facility by the Agency shall have the same access to and right to participate in Facility's programs as all other general population Inmates of Facility.
14. **Publicity.** Facility shall not be authorized to release personal or criminal history information or photographs of Inmates referred from the Agency, or publicize personal or criminal history information to or on any media, or release information concerning their arrival or departure from the Facility.
15. **Facility and Agency,** in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.
16. **Closing.** This Agreement shall remain in full force from the Agreement date and shall be reviewed annually for any changes, additions, deletions by the Facility and the Agency. All changes to this document shall be submitted for approval in writing to the Facility or the Agency.

**Jackson County Counselor**

**Jackson County Clerk of the Legislator**

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

**Jackson County Executive**

\_\_\_\_\_ Date \_\_\_\_\_

**Andrew Co. Presiding Commissioner**

**Andrew County Sheriff**

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

**Robert Caldwell**

**Bryan L. Atkins**




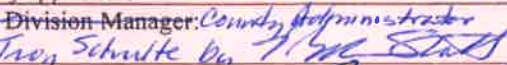
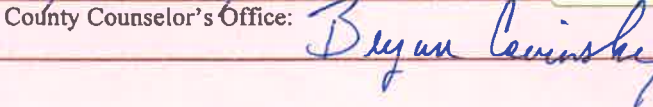

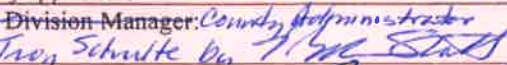
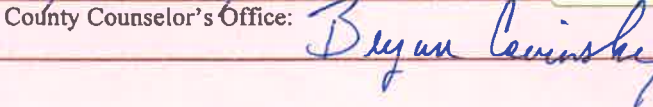

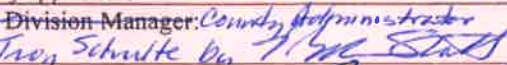
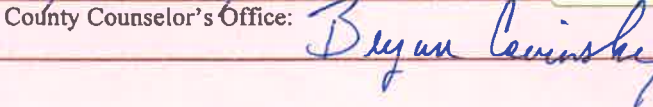
# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~OK~~ No.: 20422

Sponsor(s): Ronald E. Finley

Date: May 11, 2020

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 a Twelve Month Option to Extend for the furnishing of Temporary Inmate Housing Services for use by the Department of Corrections to the Andrew County, Missouri Sheriff's Office as an acquisition from another government.</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:  <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: Department of Corrections Estimated Use: \$70,000</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): Resolution No. 19669, December 4, 2017</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>										
REQUEST SUMMARY	<p>The Department of Corrections has a need for Temporary Inmate Housing to accommodate certain situations in which an inmate may need offsite housing. The Department of Corrections has recommended an Agreement with the Andrew County, Missouri Sheriff's Office to furnish these services. The Agreement would be in effect for 2020 and 2021.</p> <p>Pursuant to Section 1030.2 of the Jackson County Code, the Department of Corrections recommends an Agreement for the furnishing of Temporary Inmate Housing Services to Andrew County, Missouri Sheriff's Department as an acquisition from another government.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>										
COMPLIANCE	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals No goals set for this Agreement  <input type="checkbox"/> VBE Goals</p>										
ATTACHMENTS	<p>A Memorandum from Deloris Wells, Deputy Director of Administration for the Department of Corrections and a proposed Agreement with the Andrew County, Missouri Sheriff's Office.</p>										
REVIEW	<table border="1"> <tr> <td>Department Director: </td> <td>Date: 04-15-2020</td> </tr> <tr> <td>Finance (Budget Approval): If applicable</td> <td>Date:</td> </tr> <tr> <td>Division Manager: County Administrator Troy Schulte By </td> <td>Date: 5-7-2020</td> </tr> <tr> <td>County Counselor's Office: </td> <td>Date: 5/6/20</td> </tr> </table> <div style="border: 1px solid green; padding: 5px; display: inline-block;"> <b>APPROVED</b>          By Mark Lang at 11:57 am, Apr 28, 2020       </div>	Department Director: 	Date: 04-15-2020	Finance (Budget Approval): If applicable	Date:	Division Manager: County Administrator Troy Schulte By 	Date: 5-7-2020	County Counselor's Office: 	Date: 5/6/20		
Department Director: 	Date: 04-15-2020										
Finance (Budget Approval): If applicable	Date:										
Division Manager: County Administrator Troy Schulte By 	Date: 5-7-2020										
County Counselor's Office: 	Date: 5/6/20										

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 an Agreement for Services with the Mid-America Local Emergency Planning Committee and the Mid-America Regional Council, at no cost to the County.

**RESOLUTION NO. 20423**, May 11, 2020

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, Jackson County, and Clay, Platte, and Ray Counties have cooperatively formed a local emergency planning committee (LEPC) under the provisions of the Emergency Planning and Community Right-to-Know Act of 1986; and,

WHEREAS, each county receives a grant from the Missouri Emergency Response Commission in accordance with Missouri's Emergency Planning and Community Right-to-Know Act (Sections 292.600 to 292.625, RSMo); and,

WHEREAS, these funds are paid by the State directly to LEPC, to be used for programs which support the LEPC's hazardous materials planning and training and related activities; and,

WHEREAS, each of the five counties, as a member of the LEPC, historically has entered into an annual agreement with the Mid-America Regional Council (MARC), approving the scope of work by Mid-America Regional Council (MARC) and the LEPC on its behalf; and,

WHEREAS, MARC is a public not-for-profit organization, formed in 1972 by area cities and counties, including the counties that have formed the LEPC, to address issues and problems of mutual concern; and,

WHEREAS, MARC can provide administrative and technical assistance to carry out the scope of work developed for the aforementioned grants; and,

WHEREAS, the attached Agreement for Services adequately sets out the rights and obligations of the LEPC and MARC in this regard; now therefore,

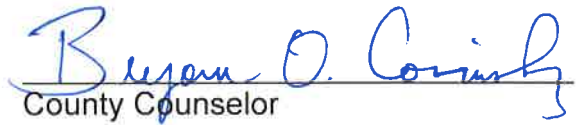
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the attached Agreement for Services with the LEPC and MARC be and hereby is approved; and,

BE IT FURTHER RESOLVED that the County Executive be and hereby is 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. 20423 of May 11, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

600 Broadway, Suite 200  
Kansas City, Missouri 64105-1659

816-474-4240  
816-421-7758 FAX  
www.marc.org



March 18, 2020

Mr. Frank White  
Jackson County Executive  
415 E. 12<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Kansas City, MO 64106

## EXECUTIVE OFFICE

MAR 20 2020

Dear Mr. White,

Each year the Mid-America Local Emergency Planning Committee (LEPC) applies to the Missouri Emergency Response Commission (MERC) for funding to support the operation of the LEPC. As part of the application package, all agreements with participating counties must be updated and County Commissioners must sign the application form.

*Please sign both copies of the enclosed agreements, compliance certification forms, and membership rosters and return to MARC by May 1, 2020. Address these documents to the Mid-America Regional Council, 600 Broadway, Suite 200, Kansas City, MO 64105, Attention: Mr. John Davis. We will forward you an original once all of the signatures are obtained. The LEPC Chair will sign off on final applications submitted to the state.*

LEPC funding in Missouri is from the State's Chemical Emergency Preparedness Fund (CEPF) grant. The Mid-America LEPC is eligible to receive an estimated \$58,796 in CEPF funds. Jackson County's portion of this allocation is approximately \$29,314 which is financed by fees from facilities using, storing or producing hazardous materials above certain thresholds. Historically, there are approximately 611 facilities in Jackson County that file required chemical reports and paid fees. Payment will be sent from the Missouri Emergency Response Commission to your county. Please forward this upon receipt and payable to the Mid-America LEPC, c/o MARC.

In closing, please do not hesitate to contact me if you have questions by phoning 816-701-8390 or by emailing [elynych@marc.org](mailto:elynych@marc.org). Thank you very much for your assistance with this application. We appreciate your support of the Mid-America LEPC and look forward to working with your jurisdictions and emergency services agencies. For more information, please visit the LEPC website: <http://www.marc.org/Emergency-Services-9-1-1/LEPC>

Sincerely,

A handwritten signature in blue ink, appearing to read "Erin E.S. Lynch".

Erin E.S. Lynch  
Emergency Services & Homeland Security Director

cc: Mr. Mike Curry  
Ms. Sarah Matthes

Enclosures: Agreement for services with MARC and the Mid-America LEPC  
Certifications  
Budget  
Membership List

Chair  
Rob Roberts  
Commissioner  
Miami County,  
Kansas

1st Vice Chair  
Jimmy Odom  
Commissioner  
Cass County,  
Missouri

2nd Vice Chair  
Harold Johnson Jr.  
Commissioner  
Unified Government  
of Wyandotte County/  
Kansas City, Kansas

Treasurer  
Eileen Welr  
Mayor  
Independence,  
Missouri

Secretary  
Carson Ross  
Mayor  
Blue Springs,  
Missouri

Executive Director  
David A. Warm

**AGREEMENT FOR SERVICES**

**by and between**

**JACKSON COUNTY,**

**the**

**MID-AMERICA LOCAL EMERGENCY PLANNING COMMITTEE**

**and the**

**MID-AMERICA REGIONAL COUNCIL**

This Agreement, entered this 1st day of July, 2020, by and between Jackson County, the Mid-America Local Emergency Planning Committee, hereinafter referred to as the "LEPC" and the Mid-America Regional Council, hereinafter referred to as "MARC" for professional services.

**WHEREAS**, the following counties have cooperatively formed a local emergency planning committee under the provisions of the Emergency Planning and Community Right-to-Know Act of 1986:

The County of Cass, Missouri;

The County of Clay, Missouri;

The County of Jackson, Missouri;

The County of Platte, Missouri; and

The County of Ray, Missouri

**WHEREAS**, each county receives a grant from the Missouri Emergency Response Commission in accordance with Missouri's Emergency Planning and Community Right-to-Know Act (RsMO Sections 292.600 to 292.625); and

**WHEREAS**, these funds are to be used for programs which support the LEPC's hazardous materials planning, training and related activities; and

**WHEREAS**, MARC can provide administrative and technical assistance to carry out the scope of work developed for the aforementioned grant;

**NOW THEREFORE**, the parties to this Agreement agree as follows:

**ARTICLE I**  
**SCOPE OF SERVICES**

MARC hereby agrees to fulfill the following scope of work in accordance with proposals submitted to the Missouri Emergency Response Commission and other state agencies with the oversight and assistance of the LEPC:

- A. Coordination and scheduling of monthly meetings and necessary subcommittee meetings, usually at the MARC offices, to discuss the LEPC's operation, activities, projects and issues which may affect the LEPC.
- B. Development and distribution of agendas for and summaries of the above meetings.
- C. Development and maintenance of a regional hazardous materials plan and assistance with the development of county hazardous materials plans or hazardous materials annexes to county emergency operations plans.
- D. Development of exercises to evaluate regional and local hazardous materials response capabilities.
- E. Sponsorship of hazardous materials and other training courses and coordination of hazardous materials training with the Missouri Emergency Response Commission, Missouri State Emergency Management Agency, Department of Public Safety, University of Missouri, and other entities offering hazardous materials training.
- F. Collection of Tier II forms and related information from facilities in each member county required to complete and submit these items and development of a database of chemical inventory and emergency contact information for these facilities.
- G. Operation and maintenance of an LEPC website.
- H. Development and management of a public education and awareness program.
- I. Completion of all reports and documentation necessary for the administration and operation of the LEPC.
- J. Coordination and integration of LEPC activities with those of other MARC emergency services committees and metropolitan area emergency services organizations.
- K. Other activities that are mutually agreed upon by the LEPC and MARC.

## **ARTICLE II**

### **TIME OF PERFORMANCE**

MARC shall provide the services described in Article I for the period commencing July 1, 2020 through June 30, 2021. The time and services of this Agreement may be extended or amended by Addendum hereto, containing the signatories of the parties and an identification of the extension period including any other amendments to the original Agreement.

## **ARTICLE III**

### **CONSIDERATION**

In consideration of the services provided by MARC and described in Article I, Jackson County and the LEPC authorize MARC to administer the FY 2020-2021 grant of approximately \$58,796.00 and any carryover funds from previous years as well as, any additional funds that may be competitively awarded from the Hazardous Materials Emergency Preparedness (HMEP) fund required to carry out the scope of work specified in this Agreement and as listed in Attachment 1, FY 2020-2021 LEPC Budget. It is the parties' understanding that the State of Missouri will provide the LEPC with approximately \$58,796.00 from the state's CEPF to be used as resources for the operation of the LEPC and its programs and activities, consistent with the terms and conditions placed on the counties by the Missouri Emergency Response Commission and as directed by the LEPC at their regular meetings. Any additional HMEP funds to be awarded to the Mid-America LEPC to support training activities will also be used according to the terms of this agreement. MARC agrees to provide detailed records of revenues and expenses associated with the performance of this Agreement. All expenditures will be consistent with CEPF and HMEP budgets approved by the LEPC.

## **ARTICLE IV**

### **TERMINATION OR SUSPENSION OF AGREEMENT**

This Agreement will terminate on June 30, 2021 unless extended by Addendum hereto as provided in Article II. However, if for any justifiable reason any party wishes to terminate this Agreement prior to the completion of the time of performance, this may be done by serving thirty (30) days notice upon the other parties. Payment for services shall be pro rata to the term of the Agreement and to the work effort completed.

**ARTICLE V**

**EQUAL EMPLOYMENT OPPORTUNITY**

Jackson County, the LEPC and MARC attest that they do not now, nor shall they discriminate against any employee who is employed in the work covered by this Agreement or against any applicant for such employment, due to race, color, religion, sex, age, handicap, or national origin.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the 1st day of July 2020.

*Approved by Jackson County, Missouri*

\_\_\_\_\_  
County Executive, Jackson County

\_\_\_\_\_  
Date

*Approved by the Mid-America Local Emergency Planning Committee*

  
\_\_\_\_\_  
Mid-America LEPC Chair

\_\_\_\_\_  
March 18, 2020

\_\_\_\_\_  
Date

*Approved by the Mid-America Regional Council*

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date



**AGREEMENT FOR SERVICES**

**by and between**

**JACKSON COUNTY,**

**the**

**MID-AMERICA LOCAL EMERGENCY PLANNING COMMITTEE**

**and the**

**MID-AMERICA REGIONAL COUNCIL**

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The County of Jackson, Missouri;

The County of Platte, Missouri; and

The County of Ray, Missouri

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**WHEREAS**, these funds are to be used for programs which support the LEPC's hazardous materials planning, training and related activities; and

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**NOW THEREFORE**, the parties to this Agreement agree as follows:

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**ARTICLE V**

**EQUAL EMPLOYMENT OPPORTUNITY**

Jackson County, the LEPC and MARC attest that they do not now, nor shall they discriminate against any employee who is employed in the work covered by this Agreement or against any applicant for such employment, due to race, color, religion, sex, age, handicap, or national origin.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the 1st day of July 2020.

*Approved by Jackson County, Missouri*

\_\_\_\_\_  
County Executive, Jackson County

\_\_\_\_\_  
Date

*Approved by the Mid-America Local Emergency Planning Committee*

\_\_\_\_\_  
  
Mid-America LEPC Chair

\_\_\_\_\_  
March 18, 2020

\_\_\_\_\_  
Date

*Approved by the Mid-America Regional Council*

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

Cover Sheet official signature page for 2020 application

Submittal Date: May 15, 2020

LEPC/D Name:	
County Name(s):	MO: Cass, Clay, Jackson, Platte, Ray; KS: Leavenworth, Johnson, Wyandotte
CEPF Certification Year:	2020
Primary Contact Name:	Erin Lynch
Primary Phone Number:	816-701-8390

Statement of certification that the application is true and correct to the best of our knowledge, that the county and LEPC/D intends to maintain/pursue compliance with applicable regulations, and agree to spend the CEPF money consistent with applicable laws.

Pete Knudsen

LEPC Chair Name (Typed)



LEPC Chair Signature

COUNTY	PRESIDING COMMISSIONER NAME	SIGNATURE
Cass County	Bob Huston	
Clay County	Jerry Nolte	
Jackson County	Frank White, Jr.	
Platte County	Ron Schieber	
Ray County	Bob King	

The LEPC Presiding Commissioner must sign and for LEPC's, the Presiding Commissioner of each county must sign

Are any funds from this Packet being used as a match for any federal Grant? Yes ☐ No ☒

If yes please name the Grant \_\_\_\_\_

Payments will be sent from Missouri Emergency Response Commission to the County Government [RSMO Sec 292.604.1(b)]. Your LEPC will receive a concurrent letter advising them of the amount.

MERC Use Only

Payment Request Date:		Payment for Years:	
Payment Date:		Payment Amount:	
Check/Transaction Number:			
Signature MERC Executive Director		Date	

Proposed Budget 2020 for Mid-America LEPC

The budget should reflect all expenses **planned** for the coming year.

<b>Budget Year Start Date</b>	July 1, 2020	<b>Budget Year End Date</b>	June 30, 2021
<b>Beginning Balance</b>	\$0.00		
<b>Estimated Income</b>	\$58,796.00		
CEPF (This is only an estimation, using the previous years is acceptable)			
Other (i.e., interest, donations)			
<b>Total Estimated Funds Available</b>	\$58,796.00		

Expense Category	Cost share amount	LEPC expense
<b>Administrative</b>		<b>Total \$44,332.00</b>
Contract Labor (NO full-time employees) *Attach copy of contract		\$43,932.00
Postage		\$350.00
Printing		\$50.00
Phone/Fax/Internet		
Office Supplies and Equipment		
Computer/Electronic Equipment		
Public Notice		
<b>LEPC meetings (publications, meals, etc.)</b>		
Other		
<b>Projects</b>		<b>Total</b>
Hazmat Plan Distribution		
Hazard Communication		
Facility Review and ID		
Hazmat Flow Study		
Other		
<b>Training &amp; Exercise</b>		<b>Total \$14,500</b>
Course and Instructor Fees		\$14,500.00
Materials and Supplies		
Equipment (See Appendix D)		
Other		
<b>Travel</b>		<b>Total</b>
Mileage, Meals, Registration and Lodging		
<b>Other</b>		<b>Total</b>
(Specify)		
<b>Total Estimated Expenses</b>		<b>\$58,796.00</b>
<b>End Balance (Unallocated Funds)</b>		

  
LEPC Chair Signature

May 15, 2020

Date

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20423

Sponsor(s): Charlie Franklin

Date: May 11, 2020

<b>SUBJECT</b>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A Resolution authorizing the County Executive to execute an Agreement for Services with the Local Emergency Planning Committee (LEPC) and the Mid-America Regional Council (MARC) at no cost to the County.</u></p>										
<b>BUDGET INFORMATION</b> <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; FROM/TO:</td><td>FROM ACCT TO ACCT</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></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: Sheriff's Office Estimated Use:</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$0	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; FROM/TO:	FROM ACCT TO ACCT
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; FROM/TO:	FROM ACCT TO ACCT										
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Res. #20156 6/13/19, Res. #19881 6/11/18, Res. #19497 6/5/17, Res. #19146 5/23/16, Res. #18862 6/22/15, Res. #18557 6/30/14, Res. #18173 5/20/13, Res. #17904 6/4/12, Res. #17596 5/23/11, Res. #17302 6/21/10</p>										
<b>CONTACT INFORMATION</b> <b>REQUEST SUMMARY</b>	<p>RLA drafted by: Captain Scott Goodman Jackson County Sheriff's Office Commander (816) 541-8017</p> <p><u>Jackson County, with Cass, Clay, Platte, and Ray counties, have formed a Local Emergency Planning Committee (LEPC) under the provision of the Local Emergency Planning Committee Right-to-Know Act of 1986. Each county receives grants from the Missouri Emergency Response Commission in accordance with the Missouri's Emergency Planning and Community Right-to-Know Act (RSMo 292.600 to 292.625) to be used for programs which support the LEPC's Hazardous Material planning, training and related activities.</u></p> <p><u>As a member of the LEPC, the County has entered into an agreement with the Mid-America Regional Council (MARC) to provide administrative and technical assistance to carry out the scope of work developed for the aforementioned grants. The attached Agreement for Services with MARC and the Mid-America LEPC adequately sets out the rights and obligations of LEPC and MARC.</u></p> <p><u>This resolution seeks authorization for the County Executive to execute this Agreement for Services with the Mid-America Local Emergency Planning Committee (LEPC) and the Mid-America Regional Council (MARC) at no cost to the County.</u></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	Agreement, Compliance Certification Form, Membership Roster	
REVIEW	Department Director: <i>Mary R. Hatcher</i> Finance (Budget Approval): <i>If applicable</i> <b>APPROVED</b> <small>By Sarah Matthes at 9:41 am, May 01, 2020</small> Division Manager: <i>County Administrator: Troy Schulte</i> <i>by T. Schulte</i> County Counselor's Office: <i>Bryan Cornish</i>	Date: <i>4-28-2020</i> Date: Date: <i>5-7-2020</i> Date: <i>5/6/20</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.



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

**A RESOLUTION** authorizing the County Administrator to execute an agreement appointing Zimmer Real Estate Services, L.C., of Kansas City, MO, as agent for the search for a new Health Department facility at no cost to the County.

**RESOLUTION NO. 20424**, May 11, 2020

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, the Jackson County Health Department has a need for a new facility to allow the department to retain additional staff to provide a proper response to the ongoing Coronavirus/COVID-19 pandemic; and,

WHEREAS, Zimmer Real Estate Services, L.C., has successfully assisted the County in previous real estate acquisitions, including the new Sheriff Office Headquarters and the 14<sup>th</sup> Street Downtown Kansas City parking garage; and,

WHEREAS, purchasing and financing of the new Health Department facility is subject to legislative approval; and,

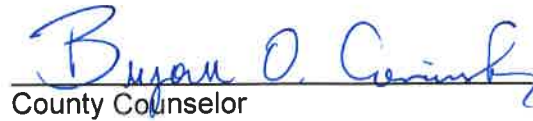
WHEREAS, under the Agreement, any compensation due Zimmer for successfully finding a new building will be paid by the seller or landlord out of the proceeds of the sale and not by Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Administrator be and hereby is authorized to execute, on the behalf of the County, the attached Agreement with the Zimmer Real Estate Services, L.C., of Kansas City, MO.

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. 20424 of May 11, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

**EXCLUSIVE AGENCY AGREEMENT**  
**(Representation in Acquisition of Real Estate)**

**AGREEMENT** made as of May 1, 2020 between Jackson County, Missouri hereinafter called "BUYER/TENANT" and Zimmer Real Estate Services, L.C., a Missouri Limited Liability Company, dba Newmark Grubb Zimmer, hereinafter called "BROKER."

**WITNESSETH**, that the parties hereto have agreed as follows:

1. BUYER/TENANT hereby appoints BROKER as its exclusive agent for and gives it the exclusive right to negotiate for the purchase/lease of property by BUYER/TENANT and to negotiate terms and conditions acceptable to BUYER/TENANT for the procurement of certain property as generally described in this Agreement.

2. BUYER/TENANT desires to purchase/lease real property which may include certain items of personal property described as follows: Type: ☐Residential ☐Income ☐Vacant Land ☒Commercial.

General Location: Eastern Jackson County, Missouri

Approximate Price Range: Indefinite

Preferred Terms: Facilities search for Health Department – Subject to approval of purchase and financing by appropriate County body.

*(purchase/lease, building area and/or acres/square feet of land, etc.)*

3. All contracts of sale or lease are to be subject to the final approval of the BUYER/TENANT and are to be executed by the BUYER/TENANT, the BUYER/TENANT hereby covenanting that he/it has the authority to enter into the transaction contemplated herein.

4. BUYER/TENANT agrees during the term of this Agreement to refer to BROKER all properties made known to BUYER/TENANT by other brokers, or otherwise, and BROKER agrees to diligently investigate and pursue other properties in a diligent manner. BROKER agrees to cooperate with other commercial and industrial real estate brokers according to customary and ethical practices in the Kansas City area. BUYER/TENANT agrees that all negotiations concerning the sale or lease of property shall be conducted by and through BROKER during the term of this Agreement. In endeavoring to identify property to purchase or lease, BROKER will have the right to use all reasonable and recognized professional practices including, but not limited to, the association and cooperation with other licensed brokers, including both Landlord and Sellers' agents.

5. BROKER agrees to seek compensation in the form of a brokerage fee from the Seller/Landlord of said real estate in a manner which is customary in the Kansas City area. Such compensation shall not become due to BROKER until the sale or lease contemplated herein has been finalized and fully executed sale and/or lease documents have been returned to the parties and a statement for services rendered herein. Compensation of any other real estate brokers acting as a cooperating broker with BROKER shall be from the brokerage fee received from the Seller/Landlord pursuant to a separate agreement between BROKER and other real estate brokers.

6. This Agreement shall become effective on the date hereof and shall remain in full force and effect until **October 31, 2020**. If BUYER/TENANT concludes a sale or lease on a property submitted to him by BROKER within ninety (90) calendar days following termination of this Agreement, then BROKER shall be entitled to a brokerage fee as set forth above and BUYER/TENANT agrees to conduct all negotiations through BROKER in accordance with this Agreement.

**7. BROKER AGREES TO:**

(a) Perform the terms of this Contract, exercise reasonable skill and care for BUYER/TENANT, and promote the interests of BUYER/TENANT with the utmost good faith, loyalty and fidelity unless acting as a Disclosed Dual Agent (Missouri only) or as a Transaction Broker.

(b) Seek a price and terms acceptable to BUYER/TENANT.

(c) Present all written offers, counteroffers, and back-up offers in a timely manner. BROKER shall not be obligated to continue to seek other properties while the client is a party to a Contract to purchase/lease property; however, the BROKER must present all written offers to and from the client regardless of whether the client is a party to purchase/lease or not, unless directed otherwise by the BUYER/TENANT in writing.

(d) Disclose to BUYER/TENANT all adverse material facts actually known (or should have known, in Missouri) by BROKER about Seller/Landlord.

(e) Disclose to BUYER/TENANT any facts known by BROKER which are omitted from or contradict any information included in a written report prepared by a qualified third party,

(f) Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances.

(g) Keep all information about BUYER/TENANT confidential unless; disclosure is authorized under this Contract; disclosure is required by statute, rule or regulation; or failure to disclose would constitute a material misrepresentation; or disclosure is required by law to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.

(h) Disclose to any BUYER/TENANT all adverse material facts actually known (or should have known, in Missouri) by BROKER including but not limited to environmental hazards affecting the Property, material defects in the physical condition of the Property or title thereto, and any material limitation on BUYER/TENANT's ability to perform under the terms of a sales Contract.

(i) Assist with the Closing of the sale of the Property.

(j) Account in a timely manner for all money and property received.

**8. BROKERAGE RELATIONSHIP DISCLOSURE.** BROKER is duly licensed under the laws of the state(s) of Kansas and/or Missouri a real estate licensee and agrees to use BROKER'S best efforts as BUYER/TENANT's agent to locate property as described in this Agreement and (except where Disclosed Dual Agency in Missouri or Transaction Brokerage in Kansas or Missouri arises) to negotiate the terms and conditions for the procurement of said property. BUYER/TENANT understands and agrees that BROKER can show any property which is available for sale/lease, including properties which are listed with Sellers/Landlords with whom BROKER has a brokerage relationship. BROKER shall notify BUYER/TENANT and Seller/Landlord of BROKER'S intention to represent both of them (Disclosed Dual Agency is available only in Missouri), to represent neither but to assist both BUYER/TENANT and Seller/Landlord (Transaction Broker in both Kansas and Missouri), or designate an agent for the BUYER/TENANT and another to represent Seller/Landlord (Designated Agency in both Kansas and Missouri). BUYER/TENANT understands that BROKER may show alternative properties not listed by BROKER to BUYER/TENANT and may show all such properties for sale to other Buyers/Tenants without breaching any duty or obligation to BUYER/TENANT.

• **Transaction Broker.** (Kansas and Missouri). BUYER/TENANT acknowledges that BROKER may have clients who have retained BROKER to represent them in the sale/lease of property. If the property owned by one of these clients is one in which BUYER/TENANT becomes interested in making an offer, BROKER would be in the position of representing BUYER/TENANT and the Seller/Landlord in the same transaction. Unless designated agents have been appointed as provided below, this representation would constitute a Dual Agency (Missouri only). With the informed consent of both BUYER/TENANT and the Seller/Landlord, BROKER may act as a Transaction Broker. As a Transaction Broker, BROKER would assist the parties with the real estate transaction without being an agent or advocate for the interests of either party. A Transaction Broker has the duty to perform the terms of any written or oral agreement made with any party to the transaction; to exercise reasonable skill, care and diligence as a Transaction Broker, including but not limited to: presenting all offers and counteroffers in a timely manner regardless of whether the Property is subject to a Contract for sale or lease or a letter of intent; keeping the parties fully informed regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the Transaction Broker knows but the specifics of which are beyond the expertise of such BROKER; accounting in a timely manner for all money and property received; disclosing to each party to the transaction any adverse material facts of which the Transaction Broker has actual notice or knowledge; and assisting the parties in complying with the terms and conditions of any Contract. The parties to a transaction brokerage transaction shall not be liable for any acts of the Transaction Broker. The following information shall not be disclosed by a Transaction Broker without the informed consent of the party or parties disclosing such information to the Transaction Broker: that BUYER/TENANT is willing to pay more than the Purchase/Lease Price offered for the Property; that a Seller/Landlord is willing to accept less than the asking price

for the Property; what the motivating factors are for any party buying, selling or leasing the property; that a Seller or Buyer will agree to financing terms other than those offered; any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing. A separate Transaction Broker Addendum must be signed by all parties when this arrangement is used.

- **Sub-Agency:** A subagent is the agent of an agent. A subagent owes the same obligations and responsibilities as the agent.

- **Disclosed Dual Agency.** (Missouri only) BROKER may have clients who have retained BROKER to represent them in connection with the sale/lease of property. If a Seller/Landlord represented by BROKER has property in which BUYER/TENANT becomes interested in making an offer, BROKER is in the position of representing both BUYER/TENANT and Seller/Landlord in that transaction. This representation, known as Dual Agency, can create inherent conflicts of interest. A Dual Agent shall be a limited agent for both BUYER/TENANT and Seller/Landlord and shall have the duties of BUYER/TENANT or Seller's/Landlord's agent except that a Dual Agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information that has not been made public or becomes public by the words or conduct of the client to whom the information pertains or by a source other than the licensee. A Dual Agent may not disclose, without the consent of the client to whom the information pertains: that BUYER/TENANT is willing to pay more than the Purchase/Lease Price offered for the Property; that a Seller/Landlord is willing to accept less than the asking price for the Property; what the motivating factors are for any client, buying, leasing or selling the Property; that a client will agree to financing terms other than those offered and/or the terms of any prior offers or counter offers made by any party. A Dual Agent shall not disclose to any other client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliate licensee against an action of wrongful conduct in any administrative or judicial procedure or before a professional committee. A separate Disclosed Dual Agency Amendment must be signed by BUYER/TENANT and Seller/Landlord when this form of agency is used.

- **Designated Agency.** This alternative to Disclosed Dual Agency in Missouri or Transaction Broker in Kansas or Missouri provides that the BROKER may designate two separate sales people, one to represent the BUYER/TENANT and one the Seller/Landlord respectively. A Designated Agent is a real estate licensee affiliated with a Broker who has been designated by the BROKER, or the BROKER'S duly authorized representative, to act as the agent of the BROKER'S BUYER/TENANT or Seller/Landlord client to the exclusion of all other affiliated licensees. A designated BUYER/TENANT agent will perform all of the duties of a BUYER/TENANT agent. If a Designated Agent is appointed to represent BUYER/TENANT, BUYER/TENANT understands:

- (a) The Designated Agent will perform all of the duties of a BUYER/TENANT's agent and will be BUYER/TENANT's legal agent to the exclusion of all other licensees in the firm.
- (b) Another licensee with the brokerage firm may act as a Designated Agent for the Seller/Landlord in the BUYER/TENANT's purchase/lease of Seller/Landlord's property.
- (c) The Supervising Broker (or Branch Broker, if applicable) will act as a Transaction Broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about the party which might place the other party at an advantage. The Supervising Broker (or Branch Broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction Broker
- (d) If the Designated Agent for BUYER/TENANT is also the Designated Agent of a Seller/Landlord in whose property BUYER/TENANT is interested, the Designated Agent cannot represent both BUYER/TENANT and Seller/Landlord. With the informed consent of both BUYER/TENANT and Seller/Landlord, the Designated Agent may act as a Transaction Broker and assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.
- (e) If a BUYER/TENANT client of a Designated Agent wants to see a property which was personally listed by the Supervising Broker, the Supervising Broker, with the written consent of Seller/Landlord, may specifically designate an affiliated licensee who will act as Designated Agent for Seller/Landlord.

**Appointment of Designated Agent:** BROKER, or BROKER's authorized representative hereby consents

to the appointment of Joyce C. Murray to act as a Designated Agent on BUYER/TENANT's behalf. BUYER/TENANT consents to the above named Designated Agent acting as BUYER/TENANT's Designated Agent (or as a Transaction Broker, or Disclosed Dual Agent in Missouri if such Designated Agent is also the Designated Agent for the Seller/Landlord, subject to both BUYER/TENANT and Seller/Landlord signing a Transaction Broker Addendum or Disclosed Dual Agency Addendum (Missouri only) with BROKER, which must be signed by BUYER/TENANT prior to writing an offer to purchase the Property and by Seller/Landlord prior to signing the Contract. BROKER's signature (required in Missouri) \_\_\_\_\_

9. **BROKERAGE RELATIONSHIPS CONFIRMATION:** Unless otherwise provided herein, the BUYER/TENANT authorizes the designated broker to cooperate with and receive compensation from other brokers. BUYER/TENANT consents to the following (check applicable boxes):

- ☒ Yes ☐ No BUYER/TENANT consents to BUYER/TENANT Agency.  
☒ Yes ☐ No BUYER/TENANT consents to a Transaction Broker and agrees, if applicable, to sign a Transaction Broker Addendum.  
☐ Yes ☒ No BUYER/TENANT consents to Sub agency.  
☐ Yes ☒ No BUYER/TENANT consents to a Dual Agent and agrees, if applicable, to sign a Disclosed Dual Agency Agreement. (Missouri Only)  
☒ Yes ☐ No BUYER/TENANT consents to a Designated Agency relationship (In Kansas, Supervising Broker acts as a Transaction Broker).  
☒ Yes ☐ No If BUYER/TENANT consents to Designated Agency, BUYER/TENANT consents to the appointment of a Designated Agent for a Seller/Landlord in sale/lease of the Seller's/Landlord's Property. (In Kansas, Supervising Broker acts as a Transaction Broker)

10. Notice to either party shall be made by certified or registered mail. Notices to BUYER/TENANT shall be given to Tory Schulte, County Administrator, Jackson County, MO (email: [tschulte@jacksongov.org](mailto:tschulte@jacksongov.org)). Notices to BROKER shall be given to: P.O. Box 411299, Kansas City, MO 64141-1299; Attn: David J. Zimmer.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together shall constitute one agreement. Signature pages to this Agreement transmitted by facsimile or by e-mail in portable document format will have the same legal effect as manually executed signature pages.

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

JACKSON COUNTY, MISSOURI  
BUYER/TENANT

ZIMMER REAL ESTATE SERVICES, L.C.  
dba NEWMARK GRUBB ZIMMER

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Troy Schulte  
County Administrator

Print Name: David J. Zimmer  
ZRES Management, Inc. – Manager      BROKER

APPROVED TO FORM:

By: \_\_\_\_\_  
Jay D Haden  
Chief Deputy County Counselor

# REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20424

Sponsor(s): Theresa Cass Galvin

Date: May 11, 2020

SUBJECT	<p>Action Requested</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p>Project/Title: A resolution approving the agreement between Jackson County and Zimmer Real Estate L.C. that appoints Zimmer Real Estate L.C. as Jackson County's agent to search for a new Health Department facility.</p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$0</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> </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:	\$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:	
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:											
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Ashley Burke 816-651-4152</p>										
REQUEST SUMMARY	<p>An agreement between Jackson County and Zimmer Real Estate Services L.C. that appoints Zimmer Real Estate as Jackson County's exclusive agent to search for a new facility for the Jackson County Health Department in Eastern Jackson County.</p> <p>The compensation will be paid by the seller/landlord and not the county. This broker has assisted the county with at least two successful transactions in the past (Sheriff's HQ, 14<sup>th</sup> St. Garage).</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)</p> <p><input type="checkbox"/> Business License Verified (Purchasing &amp; 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											
REVIEW	<table border="1"> <tr> <td>Department Director: <i>County Administrator: Troy Schulte</i> <i>by [Signature]</i></td><td>Date: 5-7-2020</td></tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td><td>Date:</td></tr> <tr> <td>Division Manager: <i>County Administrator: Troy Schulte</i> <i>by [Signature]</i></td><td>Date: 5-7-2020</td></tr> <tr> <td>County Counselor's Office: <i>Beynon County</i></td><td>Date: 5/7/20</td></tr> </table>	Department Director: <i>County Administrator: Troy Schulte</i> <i>by [Signature]</i>	Date: 5-7-2020	Finance (Budget Approval): <i>If applicable</i>	Date:	Division Manager: <i>County Administrator: Troy Schulte</i> <i>by [Signature]</i>	Date: 5-7-2020	County Counselor's Office: <i>Beynon County</i>	Date: 5/7/20		
Department Director: <i>County Administrator: Troy Schulte</i> <i>by [Signature]</i>	Date: 5-7-2020										
Finance (Budget Approval): <i>If applicable</i>	Date:										
Division Manager: <i>County Administrator: Troy Schulte</i> <i>by [Signature]</i>	Date: 5-7-2020										
County Counselor's Office: <i>Beynon County</i>	Date: 5/7/20										



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 a one-month extension to the contract with Zamkus and Associates, LLC, of Jefferson City, MO, for governmental consulting services for use by the Prosecuting Attorney's Office, at a cost to the County in the amount of \$5,000.00.

**RESOLUTION NO. 20425**, May 11, 2020

**INTRODUCED BY** Ronald E. Finley, County Legislator

WHEREAS, pursuant to article V, section 3 of the Jackson County Charter, the Jackson County Prosecuting Attorney did, on January 22, 2020, execute an Agreement with Zamkus and Associates, of Jefferson City, MO, for governmental consulting services for use by her office at a cost of \$10,000.00; and,

WHEREAS, the governmental consulting services contracted for include, but are not limited to, monitoring and advocating for legislation, identifying and tracking appropriations to assist in the enforcement of criminal laws in Jackson County, facilitating key meetings with staff, and providing written and oral reports to the Prosecuting Attorney's Office; and,

WHEREAS, a one-month extension of this contract is now required, at an additional cost to the County in the amount of \$5,000.00, for which the approval of the Legislature is required; now therefore,

**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri, that the Prosecuting Attorney be and hereby is authorized to execute, on behalf of the County, an

addendum to the Agreement with Zamkus and Associates, LLC, of Jefferson City, MO, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract and 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. 20425 of May 11, 2020, was duly passed on \_\_\_\_\_, 2020 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 4101 56020  
ACCOUNT TITLE: General Fund  
Prosecuting Attorney  
Legal Services  
NOT TO EXCEED: \$5,000.00

5-7-2020  
Date

  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20425

Sponsor(s): Ronald E. Finley

Date: May 11, 2020

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Resolution authorizing \$5,000.00 within the Prosecutor's Office 2020 General Fund to extend and cover costs associated with Zamkus and Associates LLC for governmental consulting services.</u></p>													
BUDGET INFORMATION To be completed By Requesting Department and Finance	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$5,000.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$10,000.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$15,000.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$15,000.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td><b>FROM</b> General Fund 001-4101-56020 Legal Services</td> <td>\$5,000.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input 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): _____</p>		Amount authorized by this legislation this fiscal year:	\$5,000.00	Amount previously authorized this fiscal year:	\$10,000.00	Total amount authorized after this legislative action:	\$15,000.00	Amount budgeted for this item * (including transfers):	\$15,000.00	Source of funding (name of fund) and account code number:		<b>FROM</b> General Fund 001-4101-56020 Legal Services	\$5,000.00
Amount authorized by this legislation this fiscal year:	\$5,000.00													
Amount previously authorized this fiscal year:	\$10,000.00													
Total amount authorized after this legislative action:	\$15,000.00													
Amount budgeted for this item * (including transfers):	\$15,000.00													
Source of funding (name of fund) and account code number:														
<b>FROM</b> General Fund 001-4101-56020 Legal Services	\$5,000.00													
PRIOR LEGISLATION	<p>Prior ordinances and (date): _____  Prior resolutions and (date): _____</p>													
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Gina Robinson, Chief of Operations, 816-881-3369</p>													
REQUEST SUMMARY	<p>This resolution authorizes \$5,000 from the Jackson County Prosecutor's Office to extend and cover costs associated with Zamkus and Associates LLC for governmental consulting services. Contract extension to cover May 5, 2020-June 4, 2020.</p>													
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>													
COMPLIANCE	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals  <input type="checkbox"/> VBE Goals</p>													
ATTACHMENTS														
REVIEW	<table border="1"> <tr> <td>Department Director: <u>Jean Peters Baker</u></td> <td>Date: <u>4/24/20</u></td> </tr> <tr> <td>Finance (Budget Approval): If applicable</td> <td>APPROVED By Mark Lang at 4:24 pm, Apr 24, 2020</td> </tr> <tr> <td>Division Manager: <u>County Administrator:</u> <u>Troy Schutte by T. Schutte</u></td> <td>Date: <u>5-7-2020</u></td> </tr> <tr> <td>County Counselor's Office: <u>Bryan Conrath</u></td> <td>Date: <u>5/7/20</u></td> </tr> </table>		Department Director: <u>Jean Peters Baker</u>	Date: <u>4/24/20</u>	Finance (Budget Approval): If applicable	APPROVED By Mark Lang at 4:24 pm, Apr 24, 2020	Division Manager: <u>County Administrator:</u> <u>Troy Schutte by T. Schutte</u>	Date: <u>5-7-2020</u>	County Counselor's Office: <u>Bryan Conrath</u>	Date: <u>5/7/20</u>				
Department Director: <u>Jean Peters Baker</u>	Date: <u>4/24/20</u>													
Finance (Budget Approval): If applicable	APPROVED By Mark Lang at 4:24 pm, Apr 24, 2020													
Division Manager: <u>County Administrator:</u> <u>Troy Schutte by T. Schutte</u>	Date: <u>5-7-2020</u>													
County Counselor's Office: <u>Bryan Conrath</u>	Date: <u>5/7/20</u>													

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 24, 2020

RES # 20425

Department / Division

### Character/Description

Not to Exceed

**001      General Fund**

4101 Prosecuting Attorney

**56020 Legal Services**

\$ 5,000

**\$ 5,000**

**APPROVED**

*By Mark Lang at 4:28 pm, Apr 24, 2020*

**Budget Office**

## GOVERNMENTAL CONSULTING SERVICES AGREEMENT

**This Governmental Consulting Services Agreement** is entered into on this 21st day of January 2020, by and between **Zamkus and Associates, L.L.C** with their principal office located at 1320 Elmerine Avenue Jefferson City, MO 65101 (Consultant) and **Jackson County, Missouri** with a principal office located 415 East 12th Street, Kansas City, Missouri 64106:

**WHEREAS**, while Jackson County, Missouri, is the party entering into the Governmental Consulting Services Agreement, the agreement is for governmental consulting services on behalf of the Jackson County Prosecuting Attorney's Office, with a principal office located at 415 E. 12<sup>th</sup> Street, Kansas City, Missouri 64106 (Client); and

**WHEREAS**, the Prosecuting Attorney is executing this Agreement under the authority granted in Article V, Section 3 of the 2010 Jackson County Charter; and

**WHEREAS**, Consultant is engaged in the business of providing governmental consulting services; and

**WHEREAS**, Client has a significant interest in potential modifications to the State of Missouri's criminal laws; and

**WHEREAS**, Consultant has been retained by Jackson County, Missouri, to provide governmental consulting services for the Jackson County Prosecuting Attorney's Office, and Consultant will register with the Missouri Ethics Commission to represent the Jackson County Prosecuting Attorney's Office prior to providing the governmental consulting services described in Appendix A, which is attached and incorporated by reference as a part of this Agreement and which can generally be described as the Client's desire to monitor legislation actions which would have an impact on the Client's specific business interests.

Now therefore, in mutual consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. **Independent Contractor.** Client agrees to use Consultant as an Independent contractor as described in Appendix A, which is attached and incorporated by reference as a part of this Agreement.
2. **Term.** The term of this Agreement shall be for a period from January 21, 2020, through March 20, 2020. With mutual consent of both parties, this Agreement may be extended to a date mutually beneficial to both parties.
3. **Effort and Cooperation.** Consultant and Client shall devote its best efforts in the performance and discharge of its duties and obligations under this Agreement. Client shall be available to consult with Consultant, its officers, agents, and employees at reasonable times concerning matters pertaining to the provision of services by Consultant.
4. **Compensation.** In consideration of the professional services to be provided by the Consultant as outlined in Appendix A of this document, for the time period of January



21, 2020 through March 20, 2020, Jackson County, Missouri, shall pay the Consultant five thousand dollars (\$5,000) per month payable on the last day of each month for the term of the contract for a total contract price of ten thousand dollars (\$10,000).

5. **Nondisclosure.** Consultant and Client acknowledge that in the performance of this Agreement, certain trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans may become known to each other. Except as provided in the Disclosure section of this Agreement, both parties agree that they shall not, directly or indirectly, acting alone or with other persons or entities, without the prior written consent of each other, disclose, furnish, or make available to any third party, or to use for itself or for the benefit of any other person or entity any trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans, except as specifically agreed to in writing. Consultant and Client agree that any breach of this Nondisclosure section will cause immediate and irreparable harm and may be enforced through the seeking of an injunction in a court of competent jurisdiction, and that injunctive relief to restrain any such breach is in addition to any other remedies or claims for damages. The parties expressly agree that the provisions of this Nondisclosure section shall survive any termination or expiration of this Agreement. Consultant and Client acknowledge that Client is a public entity and further acknowledge that Client will comply with all mandatory disclosure laws, including Chapter 610, RSMo.
6. **Disclosure.** Consultant and Client understand and agree that in the course of performance of this Agreement, that the existence, but not the specific terms, of this Agreement may be disclosed and acknowledged, particularly to individuals and entities contacted by Consultant on behalf of Client. Consultant shall immediately notify Client if Consultant deems it necessary to register as a lobbyist for Client and shall take whatever action Consultant deems necessary or appropriate to ensure compliance with such laws.
7. **Compliance.** The parties agree to comply with all applicable federal and state laws, rules and regulations and any local laws or ordinances, rules or regulations in all their actions.
8. **Conflicts.** Consultant represents and warrants that no other party has or will have exclusive rights to the services Consultant shall perform pursuant to this Agreement and Consultant is not compromising and will not compromise any rights or trust relationships between any other party and Consultant, or create any other conflict of interest, or any possibility thereof for Consultant or Client.
9. **Miscellaneous.** The laws of the State of Missouri shall govern this Agreement. The parties consent to the jurisdiction of the Missouri federal and state courts. This Agreement, together with Appendix A constitutes the entire agreement of the parties and may not be assigned, amended or otherwise modified except in writing by each of the parties. If any provision, in whole or in part, is invalid by the operation of any law of the State of Missouri or any other applicable law as found by a court, such provision or

portion of a provision shall be severable from this Agreement and shall not invalidate the remainder of the provision or the remainder of this Agreement.

10. **Employee Verification.** Pursuant to Section 285.530.1, RSMo., Consultant assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Consultant shall sign an affidavit, attached hereto and incorporated herein as Appendix B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
11. **Notices.** All notices, certificates, and acknowledgments of any kind related to this Agreement shall be in writing and shall be sent by a recognized carrier, overnight delivery, signature required, by certified mail, return receipt requested or by electronic mail. Said notices shall only be deemed effective upon the earlier of the following: (1) acknowledgment of receipt; or (2) as of the date of the official receipt from the U.S. Postal Service, addressed as follows:

**CONSULTANT**

Jason Zamkus/Principal  
ZAMKUS & ASSOCIATES, LLC  
1320 Elmerine Avenue  
Jefferson City, MO 65101  
(573) 291-6180  
[jzamkus@gmail.com](mailto:jzamkus@gmail.com)

**CLIENT**

Jackson County Prosecutor's Office  
Jean Peters Baker  
415 East 12th Street  
Kansas City, MO 64106  
(816) 881-3555

12. **Effectiveness; Date.** This Agreement will become effective upon the signature of all parties. The date this Agreement is signed by the last party (as indicated by the date associated with such party's signature) shall be deemed the date of this Agreement. The Term Start Date may differ from the date of the Agreement.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents on the dates provided below.

ZAMKUS & ASSOCIATES, L.L.C.

Signature: 

Name: Jason Zamkus

Title: Attorney at Law/Principal

Date: 1/21/20

JACKSON COUNTY, MISSOURI

Signature: Jean Peters Baker

Name: Jean Peters Baker

Title: Prosecutor

Date: 1/22/20

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

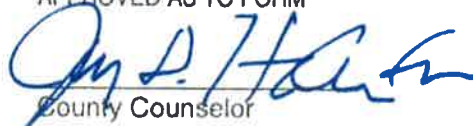
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

  
County Counselor

## REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of **\$10,000** which is hereby authorized.

1-23-2020  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing  
Account No. **001-4101-56020**

PC 41012020001 A

**General Deliverables - Appendix A**

- Monitor and advocate in support and in opposition of legislation relating to the enforcement of criminal laws as directed by the client;
- Identify and track appropriations to fund the enforcement of the State of Missouri's criminal laws;
- Attend meetings and hearings of legislative committees and administrative agencies where matters which may impact the Jackson County Prosecutor's Office;
- Facilitate meetings with key decision makers and staff regarding regulatory and administrative issues as necessary; and
- Provide regular written and/or oral reports.

This Appendix is incorporated by reference to the attached Governmental Consulting Services Agreement and shall be effective as of the last date indicated below and thereupon become a part of the Agreement.


**ZAMKUS & ASSOCIATES, L.L.C.**

**Signature:**

**Name:**

**Title:**

**Date:**

  
Jason Zamkus  
Principal  
1/21/20

**JACKSON COUNTY, MISSOURI**

**Signature:**

**Name:**

**Title:**

**Date:**

Jean Peters Baker  
Jean Peters Baker  
Prosecutor  
1/22/20

**Appendix B**  
**WORK AUTHORIZATION AFFIDAVIT**

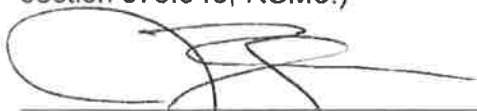
As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

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.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

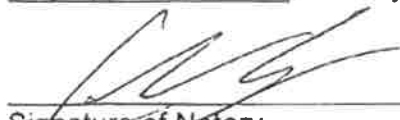
This affidavit affirms that **Zamkus and Associates, LLC**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and **Zamkus and Associates, LLC**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

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  
Principal  
\_\_\_\_\_  
Title

Jason Zamkus  
\_\_\_\_\_  
Printed Name  
1/22/20  
\_\_\_\_\_  
Date

Subscribed and sworn before me this 22nd day of January, 2020. I am commissioned as a notary public within the County of Cole, State of Missouri, and my commission expires on 7-19-2020.

  
\_\_\_\_\_  
Signature of Notary

1-22-2020  
\_\_\_\_\_  
Date



CHRISTOPHER SCHAPPE  
My Commission Expires  
July 19, 2020  
Cole County  
Commission #12380189

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

**A RESOLUTION** awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of prisoner transportation services for use by the Sheriff's Office to Security Transport Services of Topeka, KS, under the terms and conditions of Johnson County, Kansas Contract No. 2019-023, an existing government contract.

**RESOLUTION NO. 20426**, May 11, 2020

**INTRODUCED BY** Ronald E. Finley, County Legislator

WHEREAS, the Sheriff's Office has a continuing need for prisoner transportation services to facilitate the transportation of fugitives apprehended outside the State of Missouri on original Jackson County warrants; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of prisoner transportation services for use by the Sheriff's Office to Security Transport Services of Topeka, KS, the Sheriff's previous vendor, under the terms and conditions of Johnson County, Kansas Contract No. 2019-023, an existing government contract, for the reason that this will allow the County to take advantage of discounts offered to large groups and/or entities; and,

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

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

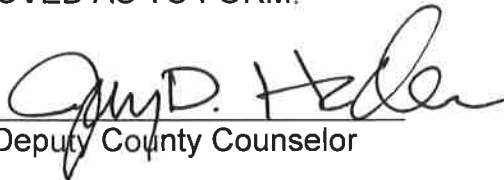
made as recommended by the Director of Finance and Purchasing and that the Director be and hereby is authorized to execute for the County any documents necessary to the accomplishment of the award; and,

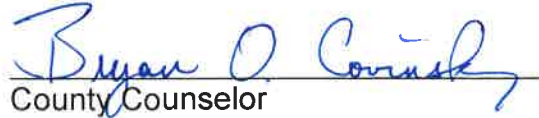
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.



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. 20426 of May 11, 2020, was duly passed on \_\_\_\_\_, 2020 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 appropriation.

5-7-2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20426

Sponsor(s): Ronald E. Finley

Date: May 11, 2020

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 one additional Twelve Month Option to Extend for the furnishing of Prisoner Transport Services for the Sheriff's Office to Security Transport Services of Topeka, Kansas under the terms and conditions of Johnson County, Kansas Contract No. 2019-023, an existing government contract.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="358 573 1443 753"> <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)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Sheriff's Office      Estimated Use: \$125,000</p> <p>Requesting approval of the Term and Supply Contract; funds were already appropriated through the annual budget adoption. Estimated figures are for informational purposes only.</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): 18616, September 29, 2014</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 3253</p>										
REQUEST SUMMARY	<p>The Jackson County Sheriff's Office requires a Term and Supply Contract for the furnishing of Prisoner Transport Services and would like to use the Johnson County, Kansas Contract No. 2019-023; an existing government contract.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing and the Sheriff's Office recommend the award of a Twelve Month Term and Supply Contract, with one Twelve Month Option to Extend for the furnishing of Prisoner Transport Services for the Sheriff's Office to Security Transport Services of Topeka, Kansas under the terms and conditions of Johnson County, Kansas Contract No. 2019-023 due to the higher discount offered to larger groups and/or entities.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) NA  <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 on this contract  <input type="checkbox"/> VBE Goals</p>										
ATTACHMENTS	<p>Award Letter from Johnson County, Kansas</p>										

REVIEW	Department Director: <i>[Signature]</i>	Date: <i>04-15-2020</i>
	Finance (Budget Approval): If applicable	APPROVED By Mark Lang at 11:58 am, Apr 28, 2020
	Division Manager: <i>County Administrator</i> <i>Troy Schulte by [Signature]</i>	Date: <i>5-7-2020</i>
	County Counselor's Office: <i>[Signature]</i>	Date: <i>5/7/20</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.



## **Treasury & Financial Management**

**DATE:** November 19, 2019

**TO:** Thomas Bauman  
Security Transport Services

**FROM:** Kyra Blatchford  
Johnson County Purchasing

**SUBJECT:** Notice of Award for RFP 2019-023 Prisoner Transport Services

This notice is to inform you that both Security Transport Services and U.S. Corrections have been awarded a contract for RFP 2019-023 Prisoner Transport Services starting November 7, 2019 and ending November 6, 2020 with the option to renew for four (4) additional one-year periods. The annual cost not to exceed \$245,828.00. The contract will be sent to you via DocuSign. Please provide your certificate of insurance and Core4 documents within 10 (ten) days of this notice to the County at the following address or via email:

Kyra Blatchford

[Kyra.blatchford@jocogov.org](mailto:Kyra.blatchford@jocogov.org)

Johnson County Purchasing

111 S Cherry Street, Suite 2400

Olathe, Kansas 66061

(913) 715-0595 (913) 715-0525

cc: RFP No. 2019-023 File  
Bill Cauveren – Risk Mgmt  
Thomas Dougan - SHR

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**AGREEMENT FOR PRISONER TRANSPORTATION SERVICES  
JOHNSON COUNTY, KANSAS AND SECURITY TRANSPORT SERVICES, INC.**

**THIS AGREEMENT**, made in Olathe, Johnson County, Kansas, and entered into as of the 7<sup>th</sup> day of November 2019 (the "Effective Date"), by and between Johnson County, Kansas (hereinafter the "County") and Security Transport Services, Inc., with offices located at 1643 SW 41<sup>st</sup> Street, Topeka, Kansas 66609 (hereinafter the "Vendor").

**WITNESSETH:**

**WHEREAS**, the County publicly invited formal sealed proposals (*Request for Proposal No. 2019-023*) for a term and supply contract from firms qualified to provide for the on-call transporting of persons committed to the custody of the Johnson County Sheriff (hereinafter the "Sheriff") and for the Johnson County Department of Corrections (hereinafter "Corrections"); and

**WHEREAS**, the Vendor is private prisoner transport company engaged in the business of the transporting for compensation, individuals committed to the custody of any State or political subdivision of a State; and

**WHEREAS**, in response to the County's invitation, the Vendor submitted a proposal to the County to provide the Sheriff and Corrections with the desired and requested on-call prisoner and juvenile transportation services; and

**WHEREAS**, on November 7, 2019, the Board of County Commissioners of Johnson County, Kansas (hereinafter "BOCC") authorized a County term and supply contract with the Vendor to provide prisoner transportation services for the Sheriff and for Corrections; and

**WHEREAS**, the Vendor hereby represents that it is duly qualified and experienced to provide the County with such services, and is willing to provide the same in accordance with, and subject to, the terms and conditions of this Agreement; and

**WHEREAS**, the County and the Vendor hereby agree to accept the terms and conditions of this Agreement.

**I. PURPOSE**

The County hereby engages the professional services of the Vendor for the purpose of providing the County, more specifically the Sheriff and Corrections hereunder, with certain on-call prisoner and juvenile transportation services as such services are represented, described and required by the contract documents enumerated under Section II of this Agreement (hereinafter the "Project"), and the Vendor hereby agrees to provide such services in accordance with, and subject to, the terms and conditions of this Agreement, and all applicable federal, state and local laws, rules and regulations.

## **II. CONTRACT DOCUMENTS**

**A.** The services to be provided by the Vendor hereunder shall be governed by the terms and conditions of this Agreement, and any exhibits attached hereto, and the respective standard terms and conditions, special conditions, provisions, scope of services, and representations contained within the documents enumerated hereinbelow, which are incorporated herein by reference, and which together with the terms and conditions of this Agreement, comprise the Contract Documents:

1. The County's Request for Proposal No. 2019-023, issued on 3/20/19, as supplemented by County's issuance subsequently of Addendum No. 1, acknowledged by the Vendor on April 9, 2019 (collectively hereinafter the "RFP");
2. The Vendor's written proposal duly submitted in response to the RFP (hereinafter the "Proposal"); and
3. The Vendor's written cost proposal duly submitted to the County in accordance with the requirements of the RFP (hereinafter "Form 6").

**B.** It is hereby acknowledged and agreed that the RFP, and the Vendor's Proposal and Form 6 shall be on file with the County's Office of Treasury and Financial Management, Purchasing Division, 111 South Cherry, Suite 2400, Olathe, Kansas 66061, or such other office or location as the County may from time to time designate.

**C.** Whenever the terms "respondent", "successful respondent", "bidder", "successful bidder", "contractor", "successful contractor", "vendor" or terms of similar purport are used in the Contract Documents, such terms shall be deemed to mean and refer to Security Transport Services, Inc.

**D.** Should any ambiguity, inconsistency or conflict arise in the interpretation of the Contract Documents, the same shall be resolved by reference first to the terms and conditions of this Agreement, and then by reference to the terms, conditions, provisions, scope of services and representations contained within the documents enumerated in the order set forth in Section A hereinabove.

## **III. NATURE AND SCOPE OF SERVICES**

**A. *Nature of Services.*** The Vendor shall, at all times, diligently, ethically and expeditiously, and to the best of the ability, experience and skills of the personnel it provides, perform all services and responsibilities necessary to provide the Sheriff and Corrections with the highest level of quality of professional prisoner transportation services for the Project consistent with the purpose and requirements of this Agreement, the County's interests and objectives, including those interests and objectives of the Sheriff and Corrections, and the professional and ethical best practices industry standards for prisoner transportation services, and as required by, and in compliance with, all applicable federal, state and local laws, rules and regulations for, and governing, such service industry practices, ethics and standards.

**B. *Scope of Services.*** The Vendor shall perform, to the satisfaction and acceptance of the Sheriff and Corrections, respectively, those services consistent with the requirements outlined and contained in **Section 4.1 SCOPE OF SERVICES – SHERIFF'S OFFICE** and **Section 4.2 SCOPE OF SERVICES - DEPARTMENT OF CORRECTIONS** of the RFP (hereinafter "basic services"), and the representations contained in the Vendor's Proposal, so as to deliver to the Sheriff and Corrections the required on-call prisoner and juvenile transportation services; provided, however, nothing herein shall preclude the Vendor from providing the County, upon request, with additional services relative to and in connection with this Agreement or the Project.

#### **IV. INSURANCE AND INDEMNIFICATION**

**A. *Insurance.*** The Vendor shall carry and maintain in force for the duration of this Agreement insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the State of Kansas, of the minimum types and limits set forth under Special Condition No. 9 of the RFP, and provide the County with written evidence of such coverage in accordance with the specified requirements of Special Condition No. 9.

**B. *Indemnification.*** The Vendor shall indemnify, defend and hold harmless the Johnson County Sheriff, in both his official and personal capacity, the Johnson County Department of Corrections, and the Board of County Commissioners of Johnson County, Kansas, their respective officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorneys fees, arising out of any act, omission, fault, or negligence by the Vendor, its agents, employees, or anyone under its direction or control or acting on its behalf in connection with the provision of prisoner and juvenile transportation services under this Agreement.

#### **V. TERMINATION**

**A.** Notwithstanding any provision to the contrary regarding termination that may appear under the Contract Documents, the County and Vendor hereby agree that the following shall prevail with respect to termination of this Agreement.

**.1 *Termination by Agreement.*** In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.

**.2 *Termination by Cancellation.*** This Agreement may be cancelled without cause by either party upon sixty (60) days prior written notice.

**.3 *Termination for Cause.*** This Agreement may be terminated for cause by either party. Termination "for cause" means a violation of this Agreement. Should either party be found in violation of any of the terms and conditions of this Agreement by the other party, it shall be deemed in breach of this Agreement. The non-breaching party shall thereupon notify the other party in writing of such violation, giving such party thirty (30) days to cure such breach. Should



the party in violation of the Agreement fail to cure such breach, the non-breaching party shall then have the right to terminate this Agreement for cause by giving written notice to the other of such termination and specifying the effective date of such termination.

**.4 Termination for Lack of Funds.** Should, for whatever reason, adequate funding not be made available to the County to support or justify continuation of the level of services to be provided by the Vendor under this Agreement, the County may terminate or reduce the amount of service to be provided by the Vendor under this Agreement. In such event, the County shall notify the Vendor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

## **VI. NOTICES**

All notices, invoices, or other communications required to fulfill the terms of this Agreement shall be in writing and addressed to the appropriate party at the address listed below:

If to Sheriff: Warrants Unit Supervisor  
Johnson County Sheriff's Office  
125 North Cherry  
Olathe, Kansas 66061  
913-791-5212 (Phone)  
913-791-5182 (Fax)  
Thomas.dugan@jocogov.org

Vendor: Thomas Bauman, President  
Security Transport Services, Inc.  
1643 SW 41<sup>st</sup> Street  
Topeka, Kansas 66609  
785-267-3030 (Phone)  
785-267-7402 (Fax)  
ststopeka4047@yahoo.com

If to Corrections: Karie Mayo  
Lead Accounting Specialist  
Department of Corrections  
588 E. Santa Fe, Suite 3000  
Olathe, Kansas 66061  
913-731-4456 (Phone)  
913-715-4457 (Fax)  
Karie.mayo@jocogov.org

## **VII. AMENDMENT**

The terms and conditions of this Agreement may be modified by mutual agreement of the parties evidenced by supplemental writing signed by duly authorized representatives of the County and the Vendor.

## **VIII. TERM; CONTRACT AMOUNT**

**A.** The initial term of this Agreement shall be for the period commencing with the Effective Date hereof and ending November 6, 2020.

**B.** The County shall have the option to renew this Agreement for four (4) additional twelve (12) month periods with the concurrence of the Vendor.



C. The Vendor understands and acknowledges that this Agreement is a part of a term and supply contract awarded by the BOCC to more than one provider for the basic services described hereunder at an annual cost not to exceed **Two Hundred Forty-Five Thousand Eight Hundred Twenty-Eight Dollars (\$245,828.00)**. Further, the Vendor understands and acknowledges that there is no guarantee minimum of quantity of basic services that would be purchased or required by the County under this Agreement through either or both the Sheriff and/or Corrections. The Vendor shall provide prisoner transportation services at a unit cost of \$1.35 per mile for intrastate transport and \$1.10 per mile for interstate transport, with a minimum charge of \$335.00. Additional charges may include \$335.00 for an attempted pickup and \$50.00 for a wait time over one (1) hour.

D. The Vendor shall bill the Sheriff separately from Corrections. The Vendor acknowledges that it is the County's intent to have one over-riding account number with multiple bill-to locations in order to keep invoices separate. The prices charged shall be the same for both the Sheriff and Corrections, with the only difference being the type of transportation being provided under the pricing models contained in the Vendor's Form 6. Further, the Vendor acknowledges that Corrections will need to have the invoices separated for the different Corrections Juvenile Divisions requesting the services.

#### **IX. GOVERNING LAW AND VENUE**

A. This Agreement shall be deemed to be made, construed and enforced in accordance with the laws of the State of Kansas.

B. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this Agreement or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

#### **X. AGREEMENT STATUS**

This Agreement is, and shall be deemed, an independent contract for services and the Vendor, and all persons providing services on behalf of the Vendor under this Agreement, shall be deemed independent contractors and shall not be deemed under any circumstances as employees of the County. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee, or agency relationship between the parties.

#### **XI. WAIVER**

The waiver of any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party, nor shall any custom or practice which may arise between the County and the Vendor in the administration of this Agreement be construed to waive or lessen the right of the County or Vendor to insist upon the performance by the County or Vendor in strict accordance with this Agreement.

## **XII. SEVERABILITY**

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such illegal or unenforceable term or provision shall be deemed stricken.

## **XIII. MISCELLANEOUS**

**A. *Good Standing.*** The Vendor shall be authorized to do business in the State of Kansas and must maintain good standing pursuant to the laws of this State and any other applicable law.

**B. *Assignment.*** The Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or any of its rights and obligations hereunder without the prior written consent of the County, but in no event shall such consent relieve the Vendor from its obligations under the terms of this Agreement.

**C. *Warranty of Ability to Perform.*** The Vendor shall warrant that there is no action, suit, proceeding, inquiry or investigation at law or equity, before or by a court, governmental agency, public Board or body, pending or threatened, to the best of the Vendor's knowledge, that would in any way prohibit, restrain or enjoin the execution or delivery of the Vendor's obligations, diminish the Vendor's obligations, or diminish the Vendor's financial ability to perform the terms of this Agreement. During the initial term of this Agreement, or any renewal term thereof, if any of the aforementioned events occur, the Vendor must immediately notify, in writing, the County of the same.

**D. *Dispute Resolution.*** The parties are fully committed to working with each other throughout this Agreement and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the Vendor and the County each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions hereunder.

## **XIV. ENTIRE AGREEMENT**

This Agreement constitutes the complete understanding and agreement between the parties, and supersedes all previous and contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

*[The remainder of this page was left blank intentionally.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives and made effective the day and year first above written.

**SECURITY TRANSPORT SERVICES,  
INC.**

**JOHNSON COUNTY, KANSAS**

By \_\_\_\_\_  
**Thomas Bauman**  
**President**

By \_\_\_\_\_  
**Robin Lynes**  
**Purchasing Manager**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Nicholas Saldan**  
**Assistant County Counselor**