

Jackson County Health Department Feb. 3- 10, 2021

COVID-19

Data

**More in depth data can be found on the <u>JACOHD</u> <u>dashboard</u>.

JACOHD

- Total Positive Cases- 28,898
- · Total Hospitalizations- unavailable
- Total Deaths- 324

Totals This Week:

- Cases-397
- Hospitalizations-unavailable
- Deaths-8

Current Outbreaks

**Outbreaks are considered concluded after two incubation periods (28 days) since the onset date of the last confirmed case, and are thus removed from the list.

John Knox Village Care Center

240 cases Ignite -Blue Springs 49 Cases Truman Gardens

11 cases
Rosewood – The Groves
130 cases
Addington Place

11 cases

Villages of Jackson Creek

46 cases

Creative World - Lee's Summit

20 cases

Northstar Residential Care

7 cases
Parkway Senior Living
21 cases

Wilbert Funeral Services

9 cases

Funeral 1/17/2021

14 cases

Ignite- St. Mary's

59 cases

Villages at John Knox Assisted Living

74 cases Sunterra Springs 32 cases

Redwood of Independence

150 cases Autumn Terrace

13 cases

Cedarhurst

7 cases

Oak Grove Nursing and Rehab

25 cases Sutton Trucking 6 cases

Wilshire at Lakewood Care Center

157 cases

JACOHD/TMC Sponsored

Testing

Ongoing weekly widespread testing at outbreak facilities

Thursday Feb. 10, 2021 - 10:00-2:00pm - Lee's Summit, 505 NW Blue Pkwy, Lee's Summit MO Friday Feb. 11, 2021 – 10:00-2:00pm – Independence, Uptown Market

Monday Feb. 15, 2021 - 10:00am-2:00pm - Lee's Summit, 505 NW Blue Pkwy, Lee's Summit MO

Tuesday, Feb 16, 2021 – 10:00- 2:00pm – Grandview Metro Christian Fellowship

Symptomatic Testing

Call 816-404-CARE

PPE Supply

The supply rate meets the demand rate.

Testing Supply

The health department is testing symptomatic and asymptomatic individuals at traveling clinics in EJC five days a week.

JCDC Testing

This outbreak is now closed. JACOHD is continually working with JCDC on reporting and investigation.

Weekly Regional Coordination Meetings

Health Care Coalition Steering Committee Meeting, Public Health Risk Communication
Coordination Meeting, Hospitals & Public Health Meeting, Communicable Disease COVID-19
Update Meeting, Missouri Center for Public Health Excellence Meeting, Public Health
Coordination Meeting, Public Health Directors Meeting, Multi Agency Coordination Resource
Section Support Meeting, Community Organizations Active in Disaster Meeting

R. 20611

EMS WEB APPLICATION SERVICE AGREEMENT

This Agreement is entered into on (02/08/2021), between SEM Applications, Inc ("Provider") and (Jackson County Public Administrator) ("Customer"), with its principal place of business located at (415 E. 12th St. 4th Floor, Kansas City MO 64016) and shall be effective as of (02/08/2021) (the "Effective Date").

Scope of Services

- Provider has been dedicated to providing quality software solutions for public and private Guardians and Fiduciaries since 1997. The Estate Management Software (EMS) application is the most comprehensive Estate Management software package on the market. Provider's mission is to provide a complete software solution to meet the specific needs of Guardians, Conservators, and industry-related professionals.
- Provider realizes that the needs and requirements of customers are constantly changing and works to
 continually enhance EMS to meet those needs while remaining committed to ensuring that customers
 receive prompt attention in response to emails and calls for technical support and access to online
 training.
- 3. The following support services are provided under this agreement as defined by the attached SLA: technical support via email and/or phone Mon-Fri 8 am to 5 pm CST, after-hours emergency telephone support, online training as available, and online/remote desktop support scheduled as needed.

Grant of License

Subject to the terms and conditions herein, Provider hereby grants Customer a nonexclusive license to
access and execute the <u>EMS Web Application Enhanced Edition</u> on Provider's application server
accessed via the Internet, and transmit data related to Customer's use of EMS over the Internet.

Use and Access

- Subject to the use restrictions set forth herein, Customer is granted access to EMS and Provider's
 application server for its intended purpose and in accordance with the specifications set forth in any
 documentation relating to EMS provided. Such use and access will be continuous on a 24/7 basis as
 outlined in the Service Level Agreement except for interruptions by reason of maintenance or downtime
 beyond Provider's reasonable control.
- 2. Customer will use EMS for its internal business purposes only and will not permit EMS to be used by or for the benefit of anyone other than customer and/or their clients. Customer may not modify, translate, reverse engineer, decompile, or create derivative works based upon EMS. Customer agrees to use EMS in a manner that complies with all applicable laws including intellectual property and copyright laws. Provider expressly reserves all rights not expressly granted to Customer herein.

Obligations of Provider

- 1. Provider will notify Customer of any material defects or malfunctions in EMS or related documentation.
- Provider will, from time to time, and in accordance with the rates and terms set forth in this Agreement, supply Customer with relevant documentation revised to reflect significant updates and enhancements to EMS made by Provider. Such enhancements may include, without limitations, modifications to EMS that increase its speed, efficiency, and/or ease of operation.
- 3. Provider will give reasonable assistance to Customer in operating any new release or upgrade.

4. Provider will correct, within a reasonable time following notification, inherent material errors in EMS that are not caused by Customer misuse or improper use of, alteration, or damage to EMS.

Price and Payment

- 1. Customer agrees to compensate Provider for use and access of EMS at the rate of \$3.30* per client per month, with a minimum monthly charge of \$30. *Charges apply only to cases classified as "open" for greater than 25% of the billing cycle. All "closed" cases and "hold/prospect" cases up to 50% of the total number of open cases are stored at no charge. Volume discounts available at 150, 500, & 1000 active clients. A 10% credit/debit card discount will be applied to total monthly client usage only (excluding any additional fees including but not limited to document storage and custom development) if card is able to be processed through automated batch transaction. This offer will be void if transaction does not process for any reason; offer will be reinstated on subsequent billing cycles if transaction processes successfully.
- 2. Said compensation includes access to online instruction manual, technical support, online training, and unlimited closed ward/client storage. Users are allowed to designate cases as "Hold" in the ratio of 50% of the total number of active cases monthly without incurring fees. Customer requested development/customization outside of the current options and settings available within the EMS application are billed at \$150.00 per hour.
- 3. 1 GB Electronic data storage (photo files, documents, etc.) is provided at a rate of \$\(\frac{7.00}{2.00}\) per month. If anticipated storage is greater than 1G, bulk electronic data storage must be purchased via third party vendor. Monthly storage fee is waived for customers using less than 300 MB of data storage.
- 4. Bulk electronic data storage (photo files, documents, etc.) provided by Mydocsonline.com may be accessed by client from the EMS website. Storage Agreement will be negotiated between customer and Mydocsonline.com directly.
- 5. Provider agrees to perform Data Conversion at a cost of \$ NA Data conversion to include:

 <u>Data conversion may be contracted at a later date.</u> Note: Data conversion subject to limitations.
- 6. Payments will be made via Check payable to SEM Applications, Inc. on or before the 1st of each monh and will continue monthly until terminated by either party under the terms of this agreement. 10% automatic Credit/Debit card discount will be applied to total monthly client usage. Discount is void if credit card processing fails for any reason. Discount will be reinstated for subsequent months with successful credit/debit card processing.
- 7. Provider reserves the right to deny Customer access to EMS if a payment is not received within thirty (30) days of the bill date, without express permission from Provider. If Provider chooses to permit Customer continued access to EMS, Provider may: (i) remove any discounts placed upon the account and charge the highest published rate for service, and/or (ii) assess a late payment charge equivalent to ten percent (10%) of the past due balance or fifteen (\$15) dollars, whichever is greater.
- 8. The fees set forth herein are subject to change at any time. However, increase in fees may only become effective upon at least thirty (30) days prior written notice from Provider.

Confidential Information

All information relating to Customer or Customer's clients is considered to be confidential or
proprietary, and will be held in confidence by Provider and will not be disclosed or used by Provider
without express consent from Customer except to the extent that such disclosure or use is reasonably
necessary to the performance of Provider's work or except under valid subpoena or court order.
Confidential and proprietary information may include, but is not limited to, all Customer's trade secrets,

Customer and client data, client lists, information pertaining to Customer's products, services, copyrights, trademarks, logos, slogans, processes, ideas, names and expertise of employees and consultants, pricing, internal procedures, and finances, whether such information is received in written, oral, electronic, or other format. Confidential Information does not include information that is generally available to the public.

- 2. Provider shall only use Confidential Information in connection with the performance of services under this Agreement. If Provider is compelled by law to disclose Customer's Confidential Information, Provider shall notify Customer in writing at least five (5) business days from notice of such compelled disclosure, unless such notification could result in penalty for Customer, Provider, or both parties under applicable state and federal law. Provider shall have no obligation to object to any compelled disclosure. Upon termination of this Agreement, Provider shall return to Customer or destroy all Confidential Information.
- 3. All Customer/Customer Client data contained within EMS will remain the property of Customer. However, if Customer's account is delinquent beyond forty-five (45) days, Provider retains the right to restrict Customer's access to EMS until such time as Customer's account is brought current.

Indemnification

1. Provider agrees, to the fullest extent permitted by law, to indemnify, and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of the Provider in the performance of work under this Agreement, to the extent that Provider is responsible for such damages and losses on a comparative basis of fault and responsibility between Provider and the County. Provider is not obligated to indemnify the County for the County's own negligence. Provider's obligations under this section shall be limited to the coverage and limits of insurance that Provider is required to procure and maintain under this Agreement. Insurance shall be procured and maintained by the Provider as described in Exhibit A of the Request for Proposals. Provider shall file Certificate of Insurance with the Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

Warranties and Representations

1. Provider warrants and represents that: (i) it has the authority to enter into and perform services according to the terms of this Agreement; (ii) Provider is the sole owner of its software and services; and (iii) Customer's use of Provider's services will not violate any copyright, trademark, patent, or other intellectual or proprietary rights of any third party.

Force Majeure

- 1. Neither party to this Agreement shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting Customer, Provider or its subcontractors; or causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules, and resuming operations as soon as the event causing the delay or failure has ceased. Provider shall notify Customer promptly of any such delay and shall specify the effect on services as soon as is practical.
- 2. Notwithstanding any of the foregoing to the contrary, neither party shall be excused from those obligations not directly affected by a Force Majeure Event, and if the Force Majeure Event is caused by a party's failure to comply with any of its obligations under this Agreement or by such party's negligence or omission, there shall be no relief for such party from any of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, if the delay or interruption of performance resulting from a Force Majeure Event exceeds thirty (30) days, then the party receiving the delayed performance may terminate this Agreement upon ten (10) days' notice to the other party.

Limitation of Liability

1. Neither party shall be held liable for any special, punitive, indirect, incidental, or consequential damages including, but not limited to, loss of or damage to data, loss of anticipated revenue or profits, work stoppage or impairment of other assets, whether or not foreseeable and whether or not a party has been advised of the possibility of such damages; provided, however, that for the avoidance of doubt, damages arising in connection with obligations of indemnification or confidentiality shall be deemed to be "direct" damages for which recovery shall not be barred by this article.

Term and Termination

- Either party may terminate this agreement without cause so long as the terminating party provides
 notice of termination in writing no less than 30 days prior to the effective date of termination. In the
 event of termination, Customer/Customer's Client data shall be released to Customer upon request
 providing Customer's account is current and in good standing. Data is available to Customer in
 CSV/Excel format. In the event of termination without cause, Customer agrees to pay Provider for all
 work and/or services performed up to the date of termination.
- 2. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party gives no less than fourteen (14) days written notice and the opportunity to cure said breach.

Entire Agreement

Parties agree that this Contract/Agreement together with the Jackson County, Missouri Request for Proposals No. 61-17 and Contractor/Respondent's response thereto constitute the complete and exclusive agreement between the parties which supersedes all prior understanding or agreements, oral or written, and all other communications between parties relating to the subject matter of this Contract/Agreement.

We hereby agree to abide by the terms and conditions set forth above and willingly enter into this Agreen for Service in good faith.		
Customer Representative Signature, Title	 Date	
Stand meng	02/08/2021	
Stan Meng, SEM Applications, Inc	Date	

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$283,800.00 within the 2021 Park Fund and \$152,000.00 with the 2021 Park Enterprise Fund to realign funds in accordance with the new chart of accounts and anticipated capital equipment replacements.

RESOLUTION NO. 20618, February 8, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, a transfer of funds within the 2021 Park and Park Enterprise Funds is necessary to comply with the new Chart of Accounts issued by the Finance and Purchasing Department and to meet anticipated capital equipment replacement needs essential to maintain the park trails and enterprise areas; now therefore,

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

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	FROM	<u>TO</u>
Park Fund Parks- Fleet Replacement			
003-1010 003-1010	58120- Automobiles 58180-	\$150,000	
Natural Resources	Audio/Video Recording Equipment	\$ 28,500	
003-1624	56790- Other Contractual Services	\$ 13,000	
Park Operations 003-1602	56790-	Ψ 13,000	
003-1602	Other Contractual Services 57370-	\$ 66,000	
003-1602	Building Operating Supplies 56730-	\$ 11,000	
	Janitor & Exterminating Services	\$ 5,000	

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	FROM	<u>TO</u>
Rock Island Rail Corridor Auth.			
003-3601	56790- Other Contractual Services	\$ 10,300	
Parks- Fleet Replacement 003-1010	58110-		
003-1010	Heavy Machinery & Equipment 58130- Trucks		\$136,000 \$ 42,500
Natural Resources 003-1624	56847- Lab Fees		\$ 13,000
Park Operations 003-1602	56030-		
003-1602	Architectural & Engin. Services 56070-		\$ 16,000,
003-1602	Intergovernmental Agreements 56726- Tree Removal Services		\$ 30,000 \$ 20,000
003-1602 003-1602	57371- HVAC Supplies 56796-		\$ 11,000
Rock Island Rail Corridor	Animal/Pest Control Services		\$ 5,000
Auth. 003-3601	56726- Tree Removal Services		\$ 10,300
Park Enterprise Fund			
Registration and Permits 300-1652	56770- Administrative Service Fee	\$ 32,000	
Marinas 300-1653	56770- Administrative Service Fee	\$ 60,000	
Recreational Programs 300-1654 Outdoor Recreation &	56770- Administrative Service Fee	\$ 10,500	
Day Camps 300-1657	56770- Administrative Service Fee	\$ 5,500	
Fred Arbanas Golf Course 003-1666	56770- Administrative Service Fee	\$ 41,000	
Heritage Programs Museums			
300-1603 Registration and Permits	56770- Administrative Service Fee	\$ 3,000	
300-1652	56771- Credit Card Payment Services Fee		\$ 32,000

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	FROM	<u>TO</u>
Marinas 300-1653 Recreation 300-1654	56771- Credit Card Payment Services Fee 56771- Credit Card Payment Services Fee		\$ 60,000 \$ 10,500
Outdoor Recreation & Day Camps 300-1657	56771-		ψ 10,500
Fred Arbanas Golf Course 300-1666	Credit Card Payment Services Fee 56771- Credit Card Payment Services Fee		\$ 5,500
Heritage Programs Museums 300-1603	Credit Card Payment Services Fee 56771- Credit Card Payment Services Fee		\$ 41,000 \$ 3,000

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

APPROVED AS	S TO FORM:
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Chief Deputy County Cour	diselor	County Counselor	Count
Certificate of Passage			
I hereby certify that 2021, was duly passed o Legislature. The votes the	the attached resolute n reon were as follows	tion, Resolution No. 20 , 2021 by th :	0618 of February 8, ne Jackson County
Yeas		Nays	_
Abstaining		Absent	_
Date		Mary Jo Spino, Clerk	of Legislature
Funds sufficient for this tra	nsfer are available f	rom the sources indica	ated below.
ACCOUNT NUMBER: ACCOUNT TITLE:	003 1010 58120 Park Fund Fleet Replacement Automobiles		
NOT TO EXCEED:	\$150,000.00		
ACCOUNT NUMBER: ACCOUNT TITLE: NOT TO EXCEED:	003 1010 58180 Park Fund Fleet Replacement Audio/Video Recor \$28,500.00		

ACCOUNT NUMBER:

003 1624 56790

ACCOUNT TITLE:

Park Fund

Natural Resources

Other Contractual Services

NOT TO EXCEED:

\$13,000.00

ACCOUNT NUMBER:

1602 56790 003

ACCOUNT TITLE:

Park Fund

Park Operations

Other Contractual Services

NOT TO EXCEED:

\$66,000.00

ACCOUNT NUMBER:

003 1602 57370

ACCOUNT TITLE:

Park Fund

Park Operations

Building Operating Supplies

NOT TO EXCEED:

\$11,000.00

ACCOUNT NUMBER:

003 1602 56730

ACCOUNT TITLE:

Park Fund

Park Operations

Janitor & Exterminating Services

NOT TO EXCEED:

\$5,000.00

ACCOUNT NUMBER:

003 3601 56790

ACCOUNT TITLE:

Park Fund

Rock Island Rail Corridor Auth. Other Contractual Services

NOT TO EXCEED:

\$10,300.00

ACCOUNT NUMBER:

300 1652 56770

ACCOUNT TITLE:

Park Enterprise Fund Registration and Permits Administrative Services Fee

NOT TO EXCEED:

\$32,000.00

ACCOUNT NUMBER:

ACCOUNT TITLE:

1653 56770 300

Park Enterprise Fund

Marinas

Administrative Services Fee

NOT TO EXCEED:

\$60,000.00

ACCOUNT NUMBER:

ACCOUNT TITLE:

300 1654 56770

Park Enterprise Fund Recreational Programs

Administrative Services Fee

NOT TO EXCEED:

\$10,500.00

ACCOUNT NUMBER:

ACCOUNT NOMBL

300 1657 56770

Park Enterprise Fund

Outdoor Recreation & Day Camps

Administrative Services Fee

NOT TO EXCEED:

ACCOUNT TITLE:

\$5,500.00

ACCOUNT NUMBER:

300 1666 56770 Park Enterprise Fund

Fred Arbanas Golf Course Administrative Services Fee

NOT TO EXCEED:

\$41,000.00

ACCOUNT NUMBER:

300 1603 56770

ACCOUNT TITLE:

Park Enterprise Fund

Heritage Programs and Museums Administrative Services Fee

NOT TO EXCEED:

2/11/2021

\$3,000.00

Date

Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19
Completed by County Counselor's Office:
Res/OFE No.: 20618

Sponsor(s):

Theresa Cass Galvin

Date:

February 8, 2021

SUBJECT	Action Requested Resolution Ordinance	
	Project/Title Transfer funds within the 2021 Park Fund and Enterprise Fund to realign the new chart of accounts and anticipated capital equipment replacements.	funds in accordance v
BUDGET		
NFORMATION	Amount authorized by this legislation this fiscal year:	\$435,800
o be completed	Amount previously authorized this fiscal year:	\$
By Requesting	Total amount authorized after this legislative action:	\$435,800
Department and Finance	Amount budgeted for this item * (including transfers):	\$435,800
mance	Source of funding (name of fund) and account code number: FROM:	
	003-1010-58120 Park Fund, Fleet Replacement, Automobiles	\$150,000
	003-1010-58180 Park Fund, Fleet Replacement, Audio/Video Recording Equip	28,500
	003-1624-56790 Park Fund, Natural Resources, Other Contractual Services	13,000
	003-1602-56790 Park Fund, Park Operations, Other Contractual Services	66,000
	003-1602-57370 Park Fund, Park Operations, Building Operating Supplies	11,000
	003-1602-56730 Park Fund, Park Operations, Janitorial Services	5,000
	003-3601-56790 Park Fund, Rock Island Corridor, Other Contractual Services Total Park Fund \$283,800	10,300
	300-1652-56770 Enterprise Fund, Registration, Administrative Service Fees	32,000
	300-1653-56770 Enterprise Fund, Marinas, Administrative Service Fees	60,000
	300-1654-56770 Enterprise Fund, Recreation, Administrative Service Fees	10,500
	300-1657-56770 Enterprise Fund, Outdoor Recreation, Administrative Service Fees	5,500
	300-1666-56770 Enterprise Fund, Fred Arbanas Golf Course, Administrative Service Fees	41,000
	300-1603-56770 Enterprise Fund, Historic Sites, Administrative Service Fees Total Enterprise Fund \$152,000	3,000
	то:	\$435,800
	003-1010-58110 Park Fund, Fleet Replacement, Heavy Machinery & Equipment	\$126,000
	003-1010-58130 Park Fund, Fleet Replacement, Trucks	\$136,000 42,500
	003-1624-56847 Park Fund, Natural Resources, Lab Fees	13,000
	003-1602-56030 Park Fund, Park Operations, Architectural & Engineering Services	16,000
	003-1602-560/0 Park Fund, Park Operations, Intergovernmental Agreements	30,000
	003-1602-56726 Park Fund, Park Operations, Tree Response	20,000
	003-1602-57371 Park Fund, Park Operations, HVAC Supplies	11,000
	003-1602-56796 Park Fund, Park Operations, Animal/Pest Control Services	5,000
	003-3601-56726 Park Fund, Rock Island Corridor, Tree Response Total Park Fund \$283,800	10,300
	300-1652-56771 Enterprise Fund, Registration, Credit Card Payment Service Fee	\$32,000
	300-1653-56771 Enterprise Fund, Marinas, Credit Card Payment Service Fee	60,000
	300-1654-56771 Enterprise Fund, Recreation, Credit Card Payment Service Fee	10,500
	300-1657-56771 Enterprise Fund, Outdoor Recreation, Credit Card Payment Service Fee	5,500
	300-1666-56771 Enterprise Fund, Fred Arbanas Golf Course, Credit Card Payment Service Fee	41,000
	300-1603-56771 Enterprise Fund, Historic Sites, Credit Card Payment Service Fee Total Enterprise Fund \$152,000	3,000
		\$435,800

		OTHER PRIMARCIAL B	IDODA (LOWOLL			
		OTHER FINANCIAL IN				
		Term and Supply Co	on fiscal note required)	d in the annual	budget); estimated value a	F C
		Department:	mitact (tunus approve	Estimated	Tise.	and use of contract:
				Estimated	030.	
		Prior Year Budget (if app				
		Prior Year Actual Amou	nt Spent (if applicable	e):		
PRIOR		Prior ordinances and (dat			The state of the s	
	LATION	Prior resolutions and (da	te):			
CONTA INFORI	MATION	RLA drafted by (name, t	itle, & phone): Dianne	e Kimzey, Dep	uty Director of Enterprise	Operations 503-4825
REQUE	EST	Resolution requested to t	ransfer funds to comp	ly with the nev	w Chart of Accounts issued	hv the Finance
SUMM	ARY	Department. The transfe	er for equipment is to r	ealign the bud	get to match anticipated ca	nital equipment
		replacements proposed in	the 2021 budget for	equipment nec	essary to maintain the Trai	Is and Enterprise areas.
CLEAR	ANCE					
		Tax Clearance Comp	oleted (Purchasing & I	Department)		
		Business License Ve	rified (Purchasing & I	Department)		
COMPI	JANCE	MBE Goals	e - Affirmative Actio	n/Prevailing W	Vage (County Auditor's Of	fice)
COMPL	JANCE	WBE Goals				
		VBE Goals				
		L] VDL Goals				
ATTAC	HMENTS					
REVIEV	V	Department Director:				Date:1/22/2021
			Michele 7	1)	Date. 1/22/2021
				euman		
		Finance (Budget Approva	any C		PROVED	Date:
		If applicable	1	// ByM.	ark Lang at 2:00 pm, Jan 28, 2021	
		Division Manager:	Man MM d	all. le		Date: 1-2021
		County Counselor's Office	ce. A Section	cryuse.	- 1	21 2021
		county countries a office	Dum	- (0,00		Date: 2/4/2021
			10000-	John	7	2/1/0001
			V			
Fiscal I	Informatio	n (to be verified by Bu	udget Office in Fir	nance Depar	tment)	
	This expend	diture was included in the a	innual budget.			
	P J. C (1					
Ш	runds for th	nis were encumbered from	the		Fund in	
П	There is a h	alance otherwise unencum	hered to the gradit of	tha annuani	to a south to discover the	
ш	is chargeah	e and there is a cash balan	ce otherwise unengun	the appropriati	ion to which the expenditu	ire
	payment is	to be made each sufficient	to provide for the obl	igation herein	authorized	fund from which
			re preside to: and co.	igation nerom	authorized.	
	Funds suffic	cient for this expenditure w	vill be/were appropria	ted by Ordinar	nce#	
	Funds suffic	cient for this appropriation	are available from the	e source indica	ated below.	
		r 1				
	Account N	lumber:	Account Title:		Amount Not to Exceed:	
	This award	is made on a need basis an	d does not obligate Is	ckson County	to nav any chacific am	at. The evellability of
	funds for sp	ecific purchases will, of ne	ecessity, be determine	d as each using	g agency places its order	it. The availability of
			,,	_ 45 04011 43111	6 "beries places its older.	
	This legisla	tive action does not impact	the County financial	ly and does no	t require Finance/Budget	annroyal

Fiscal Note:

PC#

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

Date:	January 28, 2021				RES#_	20	618
Org Co	ode/Description	Object	Code/Description	Fro	om	То	
003	Park Fund						
1010	Parks - Fleet Replacement	58120	Automobiles	\$	150,000	\$	_
1010	Parks - Fleet Replacement	58180	Audio/Video Recording Equipment	***************************************	28,500		-
1624	Natural Resources	56790	Other Contractual Services		13,000	***************************************	-
1602	Park Operations	56790	Other Contractual Services	***************************************	66,000	***************************************	-
1602	Park Operations	57370	Building Operating Supplies	***************************************	11,000	***************************************	***************************************
1602	Park Operations	56730	Janitor & Exterminating Services		5,000	***************************************	-
3601	Rock Island Rail Corridor Auth.	56790	Other Contractual Services		10,300	***************************************	-
1010	Parks - Fleet Replacement	58110	Heavy Machinery & Equipment		-	***************************************	136,000
1010	Parks - Fleet Replacement	58130	Trucks		-		42,500
1624	Natural Resources	56847	Lab Fees		-	-	13,000
1602	Park Operations	56030	Architectural & Engin. Services		-		16,000
1602	Park Operations	56070	Intergovernmental Agreements		-		30,000
1602	Park Operations	56726	Tree Removal Services		-	-	20,000
1602	Park Operations	57371	HVAC Supplies		-		11,000
1602	Park Operations	56796	Animal/Pest Control Services		-	***************************************	5,000
3601	Rock Island Rail Corridor Auth.	56726	Tree Removal Services		-		10,300
300	Park Enterprise Fund						
1652	Registration and Permits	56770	Administrative Services Fee	\$	32,000	\$	_
1653	Marinas	56770	Administrative Services Fee	***************************************	60,000		***
1654	Recreational Programs	56770	Administrative Services Fee	***************************************	10,500		-
1657	Outdoor Recreation & Day Camps	56770	Administrative Services Fee		5,500		
1666 1603	Fred Arbanas Golf Course	56770	Administrative Services Fee	***************************************	41,000		-
1652	Heritage Programs and Museums	56770	Administrative Services Fee	***************************************	3,000		-
1653	Registration and Permits Marinas	56771	Credit Card Payment Service Fee	***************************************	-	***************************************	32,000
1654		56771	Credit Card Payment Service Fee		-	***************************************	60,000
1657	Recreational Programs Outdoor Recreation & Day Camps	56771	Credit Card Payment Service Fee	***************************************	-		10,500
1666	Fred Arbanas Golf Course	56771	Credit Card Payment Service Fee	*******************	***************************************	***************************************	5,500
1603		56771	Credit Card Payment Service Fee	***************************************	***************************************		41,000
1003	Heritage Programs and Museums	56771	Credit Card Payment Service Fee	-	450.000	***************************************	3,000
				***************************************	152,000		152,000
	ROVED			\$	435,800	\$	435,800
By Ma	rk Lang at 2:00 pm, Jan 28, 2021						

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute Cooperative Agreements with certain outside agencies that provide public health-related and other public services to citizens of Jackson County, at an aggregate cost to the County not to exceed \$3,000,000.00.

RESOLUTION NO. 20619, February 8, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the 2021 County budget contains appropriations for outside agency funding for various public health purposes, at an aggregate cost to the County not to exceed \$3,000,000.00; and,

WHEREAS, the Legislative Auditor has recommended that the County Executive be authorized to execute Cooperative Agreements with the following agencies in the respective amounts indicated:

AGENCY	<u>AMOUNT</u>		
aSTEAM Village	\$	25,000	
Bishop Sullivan Center		30,000	
Calvary Community Outreach Network		70,000	
Care Center of KC dba Swope Ridge Geriatric Center		100,000	
Developing Potential		25,000	
First Call		194,480	
Footprints, Inc.		30,000	
Giving the Basics		20,000	
Happy Bottoms		20,000	
Harvesters		75,000	
Healing House		67,200	
KC CARE Clinic - AIDS		60,000	
KC CARE Clinic – Oral Health		159,544	
Lee's Summit Cares		14,375	
Mattie Rhodes		25,000	

MOCSA	30,000
MidWest Music Foundation	20,000
NorthWest Community Development	75,000
One Good Meal	70,000
Operation Breakthrough- Speech	40,856
Operation Breakthrough- Family	18,971
Operation Breakthrough- Food Assistance	10,173
Palestine Senior Citizen's Activity Center	120,000
Pro Deo Youth Center	24,347
Redemptorist Social Services Center	25,000
Rose Brooks	10,000
Samuel U. Rodgers Health Center	407,488
Samuel U. Rodgers Health Center- Cabot	72,000
Seton Center Family & Health Service	35,000
Sheffield Place	18,000
Swope Health Services- Homeless	244,771
Swope Health Services- Mental Health	29,341
Swope Health Services- Chronic Disease	87,463
Swope Health Services- Low Birth Weight	84,639
Union Station- Underpriv. Children/Scholars Science City	58,000
United Inner City Services	415,744
W.E.B. DuBois Learning Center	25,000
Westside CAN	50,000
Whatsoever Community Center	38,250
Working Families Friend	<u>74,358</u>
TOTAL	\$ 3,000,000

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute Cooperative Agreements with the specified agencies, in the respective amounts indicated, in forms to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:

Chief Deputy County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20619 of February 8, 2021, was duly passed on _______, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas ______ Nays ______

Abstaining _____ Absent _____

Date Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER

002 7776 56789

ACCOUNT TITLE:

Health Fund

aSTEAM Village

Outside Agency Funding

NOT TO EXCEED:

\$25,000

ACCOUNT NUMBER

002 7779 56789

ACCOUNT TITLE:

Health Fund

Bishop Sullivan Center Outside Agency Funding

NOT TO EXCEED:

\$30,000

ACCOUNT NUMBER

002 7707 56789

ACCOUNT TITLE:

Health Fund

Calvary Community Outreach Network

Outside Agency Funding

NOT TO EXCEED:

\$70,000

ACCOUNT NUMBER ACCOUNT TITLE:

002 7750 56789

Health Fund

Swope Ridge Geriatric Center

Outside Agency Funding

NOT TO EXCEED:

\$100,000

ACCOUNT NUMBER ACCOUNT TITLE:

002 7751 56789

Health Fund

Developing Potential Outside Agency Funding

NOT TO EXCEED:

\$25,000

ACCOUNT NUMBER ACCOUNT TITLE:

002 7907 56789

Health Fund

First Call

Outside Agency Funding

NOT TO EXCEED:

\$194,480

ACCOUNT NUMBER ACCOUNT TITLE:

002 7913 56789

Health Fund Footprints

Outside Agency Funding

NOT TO EXCEED:

\$30,000

ACCOUNT NUMBER ACCOUNT TITLE:

002 7771 56789

Health Fund

Giving the Basics

Outside Agency Funding

NOT TO EXCEED:

\$20,000

ACCOUNT NUMBER ACCOUNT TITLE:

002 7772 56789

Health Fund

Happy Bottoms

Outside Agency Funding

NOT TO EXCEED:

\$20,000

ACCOUNT NUMBER

ACCOUNT TITLE:

002 8002 56789

Health Fund Harvesters

Outside Agency Funding

NOT TO EXCEED:

\$75,000

ACCOUNT NUMBER

ACCOUNT TITLE:

002 7908 56789

Health Fund Healing House

Outside Agency Funding

NOT TO EXCEED:

\$67.200

ACCOUNT NUMBER ACCOUNT TITLE:

002 7704 56789

Health Fund

KC CARE Clinic - AIDS Outside Agency Funding

NOT TO EXCEED:

\$60,000

ACCOUNT NUMBER ACCOUNT TITLE:

002 7605 56789

Health Fund

KC CARE Clinic - Dental **Outside Agency Funding**

NOT TO EXCEED:

\$159.544

ACCOUNT NUMBER ACCOUNT TITLE:

002 7793 56789

Health Fund

Lee's Summit Cares **Outside Agency Funding**

NOT TO EXCEED:

\$14,375

ACCOUNT NUMBER ACCOUNT TITLE:

7765 56789 002

Health Fund

Mattie Rhodes

Outside Agency Funding

NOT TO EXCEED:

\$25,000

ACCOUNT NUMBER ACCOUNT TITLE:

7716 56789 002

Health Fund

MOCSA - Metro Org to Counter Sexual AssIt

Outside Agency Funding

NOT TO EXCEED:

\$30,000

ACCOUNT NUMBER ACCOUNT TITLE:

002 7778 56789

Health Fund

MidWest Music Foundation Outside Agency Funding

NOT TO EXCEED:

\$20,000

ACCOUNT NUMBER ACCOUNT TITLE:

002 7742 56789

Health Fund Northwest CDC

Outside Agency Funding

NOT TO EXCEED:

\$75,000

ACCOUNT NUMBER ACCOUNT TITLE:

002 7706 56789

Health Fund One Good Meal

Outside Agency Funding

NOT TO EXCEED:

\$70,000

ACCOUNT NUMBER ACCOUNT TITLE:

002 7743 56789

Health Fund

Operation Breakthrough Outside Agency Funding

NOT TO EXCEED:

\$70,000

ACCOUNT NUMBER ACCOUNT TITLE:

002 7731 56789

Health Fund

Palestine Senior Citizen Academy

Outside Agency Funding

NOT TO EXCEED:

\$120,000

ACCOUNT NUMBER ACCOUNT TITLE:

002 7611 56789

Health Fund

Pro Deo Youth Center Outside Agency Funding

NOT TO EXCEED:

\$24,347

ACCOUNT NUMBER ACCOUNT TITLE:

002 7782 56789

Health Fund

Redemptorist Center Outside Agency Funding

NOT TO EXCEED:

\$25,000

ACCOUNT NUMBER

ACCOUNT TITLE:

002 7718 56789

Health Fund Rose Brooks

Outside Agency Funding

NOT TO EXCEED:

\$10,000

ACCOUNT NUMBER ACCOUNT TITLE:

002 7713 56789

Health Fund

Samuel Rogers Health Center

Outside Agency Funding

NOT TO EXCEED:

\$479,488

ACCOUNT NUMBER ACCOUNT TITLE:

002 7903 56789

Health Fund Seton Center

Outside Agency Funding

NOT TO EXCEED:

\$35,000

ACCOUNT NUMBER ACCOUNT TITLE:

002 7774 56789

Health Fund Sheffield Place

Outside Agency Funding

NOT TO EXCEED:

\$18,000

ACCOUNT NUMBER ACCOUNT TITLE:

002 7601 56789

Health Fund

Swope Health Services
Outside Agency Funding

NOT TO EXCEED:

\$446,214

ACCOUNT NUMBER ACCOUNT TITLE:

002 7759 56789

Health Fund

Underpriv Children/Scholar -Science City

Outside Agency Funding

NOT TO EXCEED:

\$58,000

ACCOUNT NUMBER

002 7736 56789

ACCOUNT TITLE:

Health Fund

United Inner City Services Outside Agency Funding

NOT TO EXCEED:

\$415,744

ACCOUNT NUMBER

ACCOUNT TITLE:

002 7735 56789

Health Fund WEB DuBois

Outside Agency Funding

NOT TO EXCEED:

\$25,000

ACCOUNT NUMBER

002 5023 56789

ACCOUNT TITLE: He

Health Fund Westside CAN

Outside Agency Funding

NOT TO EXCEED:

\$50,000

ACCOUNT NUMBER ACCOUNT TITLE:

002 7784 56789

Health Fund

Whatsoever Comm. Center Outside Agency Funding

NOT TO EXCEED:

\$38,250

ACCOUNT NUMBER

ACCOUNT NOMBE

002 7790 56789

Health Fund

Working Families Friend Outside Agency Funding

NOT TO EXCEED:

\$74,358

Date

Chief Administrative Officer

Bishop Sullivan Center	aSteam Village	25,000	002-7776-6789
Calvary Community Outreach Network 70,000 002-7707-6789 Care Center of KC DBA Swope Ridge Geriatric Center 100,000 002-7751-6789 Developing Potential 25,000 002-7751-6789 First Call 194,480 002-7907-6789 Footprints Inc. 30,000 002-7711-6789 Footprints Inc. 30,000 002-7711-6789 Happy Bottoms 20,000 002-7771-6789 Happy Bottoms 20,000 002-7771-6789 Happy Bottoms 20,000 002-7771-6789 Marvesters 75,000 002-8002-6789 Malling House 67,200 002-7908-6789 KC CARE Clinic - AIDS 60,000 002-7706-6789 KC CARE Clinic - Oral Health 159,544 002-7605-6789 Mattie Rhodes 25,000 002-7773-6789 Mattie Rhodes 25,000 002-7733-6789 Mattie Rhodes 25,000 002	Bishop Sullivan Center		
Care Center of KC DBA Swope Ridge Geriatric Center 100,000 002-7750-6789 Developing Potential 25,000 002-7751-6789 First Call 194,480 002-7907-6789 First Call 194,480 002-7907-6789 Giving the Basics 20,000 002-7913-6789 Happy Bottoms 20,000 002-7712-6789 Happy Bottoms 20,000 002-7712-6789 Harvesters 75,000 002-8002-6789 Healing House 67,200 002-7908-6789 KC CARE Clinic – AIDS 60,000 002-7704-6789 KC CARE Clinic – Oral Health 159,544 002-7908-6789 Lee's Summit Cares 14,375 002-7793-6789 Mattie Rhodes 25,000 002-7765-6789 Metropolitan Org to Counter Sexual Assault 30,000 002-7716-6789 Midwest Music Foundation 20,000 002-7716-6789 NorthWest Community Development 75,000 002-7746-6789 Operation Breakthrough – Family 18,971 002-7743-6789 Operation Breakthrough – Family 18,971 002-7743-6789 Operation Breakthrough – Food Assistance 10,173 002-7743-6789 Pro Deo Youth Center 24,347 002-7731-6789 Pro Deo Youth Center 24,347 002-7713-6789 Pro Deo Youth Center 24,347 002-7713-6789 Rose Brooks 10,000 002-7713-6789 Samuel U. Rodgers Health Center 25,000 002-7713-6789 Samuel U. Rodgers Health Center 25,000 002-7713-6789 Seton Center Family & Health Service 35,000 002-7713-6789 Swope Health Services – Homeless 244,771 002-7601-6789 Swope Health Services – Low Birth Weight 38,639 002-7601-6789 Union Station 58,000 002-7735-6789 W.E.B DuBois Learning Center 25,000 002-7735-6789 W.E.B DuBo	Calvary Community Outreach Network	70,000	002-7707-6789
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Giving the Basics	Footprints Inc.		- Ka
Happy Bottoms	Giving the Basics	***************************************	
Harvesters	Happy Bottoms		
Healing House	Harvesters	75,000	
KC CARE Clinic - AIDS	Healing House		
KC CARE Clinic - Oral Health	KC CARE Clinic – AIDS	***************************************	The state of the s
Lee's Summit Cares	KC CARE Clinic – Oral Health		
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Union Station 58,000 002-7759-6789 United Inner City Services 415,744 002-7736-6789 W.E.B DuBois Learning Center 25,000 002-7735-6789 Westside CAN 50,000 002-5023-6789 Whatsoever Community Center 38,250 002-7784-6789 Working Families' Friend 74,358 002-7790-6789			
United Inner City Services 415,744 002-7736-6789 W.E.B DuBois Learning Center 25,000 002-7735-6789 Westside CAN 50,000 002-5023-6789 Whatsoever Community Center 38,250 002-7784-6789 Working Families' Friend 74,358 002-7790-6789			
W.E.B DuBois Learning Center 25,000 002-7735-6789 Westside CAN 50,000 002-5023-6789 Whatsoever Community Center 38,250 002-7784-6789 Working Families' Friend 74,358 002-7790-6789		***************************************	
Westside CAN 50,000 002-5023-6789 Whatsoever Community Center 38,250 002-7784-6789 Working Families' Friend 74,358 002-7790-6789			
Whatsoever Community Center 38,250 002-7784-6789 Working Families' Friend 74,358 002-7790-6789			
Working Families' Friend 74,358 002-7790-6789			

\$5,000,000			7770 0,09
		42,000,000	

CLEARANCE	 ∑ Tax Clearance Completed (Purchasing & Department) Business License Verified (Purchasing & Department) Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)
COMPLIANCE	MBE Goals WBE Goals VBE Goals
ATTACHMENTS	

REVIEW	Department Director: Ch854 W	Date: 2.1.2021	
	Finance (Budget Approval): If applicable	APPROVED By Mark Lang at 3:35 pm, Feb 01, 2021	Date:
	Division Manager:	terio	Date: 2/1/2021
	County Counselor's Office. Buy a	n Comunk	Date: 2 /4/2021

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

	is chargeable and there is a ca	mencumbered to the credit of the a sh balance otherwise unencumbere afficient to provide for the obligation	ppropriation to which the expenditure d in the treasury to the credit of the fund from which herein authorized.
]	Funds sufficient for this exper	nditure will be/were appropriated b	y Ordinance #
		priation are available from the sou	
Γ	Account Number:	Account Title:	
-	11000mit 14millori.	Account Title:	Amount Not to Exceed:
L			

Fiscal Note:

This expenditure was included in the Annual Budget.

	PC#	***************************************		**********		
Date:	February 1, 2021			RES#	20	619
Org Co	ode/Description	Object	Code/Description		Not t	to Exceed
002	Health Fund					
7776	aSTEAM Village	56789	Outside Agency Funding	1	\$	25,000
7779	Bishop Sullivan Center	56789	Outside Agency Funding		Ψ	30,000
7707	Calvary Comm Outreach Network	56789	Outside Agency Funding			70,000
7750	Swope Ridge Geriatric Center	56789	Outside Agency Funding			100,000
7751	Developing Potential	56789	Outside Agency Funding			25,000
7907	First Call	56789	Outside Agency Funding			194,480
7913	Footprints	56789	Outside Agency Funding		***************************************	30,000
7771	Giving the Basics	56789	Outside Agency Funding		***************************************	20,000
7772	Happy Bottoms	56789	Outside Agency Funding		***************************************	20,000
8002	Harvesters	56789	Outside Agency Funding		***************************************	75,000
7908	Healing House	56789	Outside Agency Funding			67,200
7704	KC CARE Clinic - AIDS	56789	Outside Agency Funding			60,000
7605	KC CARE Clinic - Dental	56789	Outside Agency Funding			159,544
7793	Lee's Summit Cares	56789	Outside Agency Funding			14,375
7765	Mattie Rhodes	56789	Outside Agency Funding			25,000
7716	MOCSA - Metro Org to Counter Sexual AssIt	56789	Outside Agency Funding			30,000
7778	MidWest Music Foundation	56789	Outside Agency Funding			20,000
7742	Northwest CDC	56789	Outside Agency Funding			75,000
7706	One Good Meal	56789	Outside Agency Funding		######################################	70,000
7743	Operation Breakthrough	56789	Outside Agency Funding	9		70,000
7731	Palestine Senior Citizen Academy	56789	Outside Agency Funding	g .		120,000
7611	Pro Deo Youth Center	56789	Outside Agency Funding	g .		24,347
7782	Redemptorist Center	56789	Outside Agency Funding	g		25,000
7718	Rose Brooks	56789	Outside Agency Funding	9		10,000
7713	Samuel Rodgers Health Center	56789	Outside Agency Funding	g	***************************************	479,488
7903	Seton Center	56789	Outside Agency Funding		***************************************	35,000
7774	Sheffield Place	56789	Outside Agency Funding	g	***************************************	18,000
7601	Swope Health Services	56789	Outside Agency Funding		***************************************	446,214
7759	Underpriv Children/Scholar- Science City	56789	Outside Agency Funding	g		58,000
7736	United Inner City Services	56789	Outside Agency Funding	g	***************************************	415,744
7735	WEB DuBois	56789	Outside Agency Funding	g		25,000
5023	Westside CAN	56789	Outside Agency Funding			50,000
7784	Whatsoever Comm. Center	56789	Outside Agency Funding			38,250
7790	Working Families Friend	56789	Outside Agency Fundin			74,358
		401770000000000000000000000000000000000			\$	3,000,000

APPROVED

By Mark Lang at 3:36 pm, Feb 01, 2021 Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding twelve-month term and supply contracts with one twelve-month option to extend for the furnishing of beer for resale by the Parks + Rec Department to County Beverage Company of Lee's Summit, MO, and Central States Beverage Company of Kansas City, MO, as proprietary purchases.

RESOLUTION NO. 20622, February 16, 2021

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department requires term and supply contracts for beer for resale in departmental retail operations; and,

WHEREAS, the County has contracted with County Beverage Company of Lee's Summit, Missouri, and Central States Beverage of Kansas City (Jackson County), Missouri, since 2017 for the furnishing of these products; and,

WHEREAS, pursuant to section 1030.6, <u>Jackson County Code</u>, 1984, the Director of Finance and Purchasing recommends the award of twelve-month term and supply contracts for the furnishing of this commodity to County Beverage Company of Lee's Summit, MO, and Central States Beverage Company of Kansas City, MO, as proprietary purchases of commodities that are to be offered for resale and that are not available on the competitive market; now therefore,

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

accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director be and hereby is authorized to make all payments, including final payment on the contracts, to the extent sufficient appropriations to the using spending agency have been made 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	Buyan O. Course County Counselor
Certificate of Passage I hereby certify that the attached resolut 2021, was duly passed on County Legislature. The votes thereon were a	ion, Resolution No. 20622 of February 16,, 2021 by the Jackson s follows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of the Legislature
This award is made on a need basis and doe specific amount. The availability of funds fo appropriation.	
2/11/21 Date	Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Res/Ord No.: 20622

Sponsor(s): Tony Miller
Date: February 16, 2021

·	
SUBJECT	Action Requested Resolution Ordinance
	Project/Title: Awarding a Twelve Month Term and Supply Contract with One Twelve Month Extension for the furnishing of Beer for Resale at the Parks and Recreation Department's Concession Operations to County Beverage Company of Lee's Summit, Missouri and Central States Beverage of Kansas City, Missouri as proprietary purchases.
BUDGET	
INFORMATION	Amount authorized by this legislation this fiscal year: \$
To be completed	
By Requesting	
Department and	
Finance	Amount budgeted for this item * (including \$ transfers):
	Source of funding (name of fund) and account code
	number; FROM / TO
	* If account includes additional funds for other expenses, total budgeted in the account is: \$
	in account metades additional failus for other expenses, total oudgeted in the account is: \$
	OTHER FINANCIAL INFORMATION:
	TABLET TO ME THE ORIGINATION,
	No budget impact (no fiscal note required)
	Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:
	Department: Estimated Use:
	Parks + Rec \$71,500.00
	\$71,500.00
	Requesting approval by the Legislature of the Term & Supply Contract; the funds were already appropriated
	through the annual budget adoption. Estimated figures are for informational purposes only.
	amough the unital obaget adoption. Estimated figures are for informational purposes only.
	Prior Year Budget (if applicable): \$71,500.00
	Prior Year Actual Amount Spent (if applicable): \$70,000.00
PRIOR	Prior ordinances and (date):
LEGISLATION	Prior resolutions and (date): 19367, January 30, 2017
CONTACT	11101 testitutions and (date), 17307, January 30, 2017
INFORMATION	RLA drafted by (name, title, & phone): Craig Reich, Senior Buyer, 881-3265
REQUEST	Craig Reich, Sellor Buyer, 881-3263
SUMMARY	The Parks and Recreation Department requires a Term and Supply contract for the furnishing of Beer for Resale at its' Concession Operations.
	Pursuant to Section 1030 6 of the Jackson County Code D. J.
	Pursuant to Section 1030.6 of the Jackson County Code, Purchase of Proprietary Goods for Resale, Competitive
	bidding shall not be required when the items to be purchased are proprietary goods not available in a competitive
	market. The Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply
	Contract with One Twelve Month Extension for the furnishing of Beer for Resale at the Parks and Recreation
	Department's Concession operations to County Beverage Company of Lee's Summit, Missouri and Central
	States Beverage Company of Kansas City, Missouri as Proprietary Purchases not available on the competitive market.
	market,
	This award is made on an "As Naeded" begin and door not all the total of
	This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount.
CLEARANCE	The availability of funds for specific purchases is subject to annual appropriations
CLLARANCE	M Tay Classance Completed (Purchasing & Danston)
	Tax Clearance Completed (Purchasing & Department) Business License Verified (Purchasing & Department)
ATTACHBACKER	
ATTACHMENTS	Award Recommendation Memorandums from Mr. Bob McMillin & Ms. Tina Spallo of the Parks ! Rec Dept.

REVIEW	Department Difector, Lu Michele Neuman	Date: 2/2/21
	Finance (Budget Approval): If applicable APPROVED By ₁ Mark Lang at 2:07 pm, Feb 04, 2021	Date:
	Division Manager: Way M. Schutte	Date: 2/4/2021
Annual Marketine Control of the Cont	County Counselor's Office:	Date: 2/11/2021

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 expe	nditure will be/were appropriated by	y 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 funds for specific purchases v	basis and does not obligate Jackson vill, of necessity, be determined as o	n County to pay any specific amount. The availability of each using agency places its order.		
This legislative action does no	ot impact the County financially and	d does not require Finance/Budget approval.		

Memorandum

To:

Craig Reich

From:

Bob McMillin

Date:

1/4/2021

Re:

2021 Beer Projection

Craig,

The projected budget numbers listed below reflect our usage for the up coming 2021 year at the golf course and marina's for sole source resale beer.

7	300-1653-7032 - Be	everage Marina	s Projected Us	age	
	Central States Beverage -	8,000			
	County Beverage	11,000			

300-1666-7032 - B	everage Golf Co	urse Projected	Usage	
Central States Beverage -	18,000			
County Beverage	21,000			

Any questions please contact me at Ext. 38405.

Bob



Memorandum

To: Craig Reich, Purchasing

From: Tina Spallo, Superintendent of Recreation

Date: 01/04/2021

Re: 2021 Beer Projection

Craig,

The projected budget numbers listed below reflect our re-sale usage for the up coming 2021 year at the Frank White, Jr. Softball Complex and Parks Dept special events.

300-1654-57032

Central States \$ 3,000 County Beverage \$10,500

Any questions please contact me at Ext. 34872.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Contract with the Jackson County Board of Services for the Developmentally Disabled to provide for partial funding of various programs of the Parks + Rec Department's Special Population Services Division.

RESOLUTION NO. 20623, February 16, 2021

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has applied to the Jackson County Board of Services for the Developmentally Disabled – EITAS, for funding assistance for the Department's Special Population Services Division for 2021; and,

WHEREAS, the Board has agreed to provide a maximum sum of \$200,000.00 pursuant to the attached Contract to assist the Division with its programming, which is based on how learned social, physical, athletic, and developmental skills transfer into the individual's every day and vocational life; and,

WHEREAS, execution of this Contract with the Board is in the best interest of the health, safety, and welfare of the citizens of the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Contract with the Jackson County Board of Services for the Developmentally Disabled.

Date

Mary Jo Spino, Clerk of Legislature

Contract

This Contract entered into this 1st day of January 2021, by and between Jackson County, in behalf of Jackson County Parks and Recreation's Special Population Services, hereinafter referred to as "Provider", and Developmental Disability Services of Jackson County – Eitas, hereinafter referred to as "Eitas".

1. Contract

Eitas agrees to contract with Provider to fund specific services as described in the Provider's Proposal dated September 10, 2020 and approved by the Eitas Board of Directors on December 1, 2020.

Eitas has agreed to fund up to \$200,000 for these services.

2. Term

The term of this Contract shall be one year from January 1, 2021 to December 31, 2021.

3. Client List

The Provider shall provide to Eitas a list of all clients served in its program (those with a developmental disability and those without) for the prior six months and for each and every client as much of the following available information will be provided:

- (a) Date of birth;
- (b) Address, Provider and Zip Code;
- (c) Disability of each client;
- (d) Name of Sheltered Workshop in which client is employed or is supervised by;
- (e) Name and type of Residence facility in which client resides or is supervised by;
- (f) Percentage of clients in program who are residents of Jackson County, Missouri, who have developmental disabilities

pursuant to 205.968 R.S.Mo. et seq., and who are served by a Sheltered Workshop or Residential facility program.

At least two-thirds (2/3) of all clients participating in this program must "Eligible Persons" and meets Eitas' eligibility requirements as follows:

The term "Eligible Persons" for purposes of this Contract includes any person who is a resident of Jackson County, Missouri and has a primary diagnosis of a developmental disability.

For purposes of the preceding sentence, a developmental disability means either or both of:

- (i) A disability which is attributable to an intellectual disability, cerebral palsy, autism, epilepsy, a learning disability related to a brain dysfunction or a similar condition found by comprehensive evaluation to be closely related to such conditions or require habilitation similar to that required for a person with and intellectual disability which originated before age 22 and which can be expected to continue indefinitely; and
- (ii) A developmental disability as defined from time to time in Section 630,005 of the Statutes.

Persons with a primary diagnosis of a mental illness shall not be deemed eligible for Eitas funding.

Determination of who is a resident of Jackson County, Missouri shall, in situations in which there is doubt, and for all purposes of this Contract, be made by Eitas.

Both Provider and Eitas shall adhere to confidentiality standards and HIPAA regulations, pursuant to those governing the disclosure of client information as outlined by the Kansas City Regional Office concerning the release of specific client information.

4. Accountability

(a) As part of its funding contingencies, Eitas requires Provider to implement an agency wide Outcomes Measurement System for Eligible Persons served based upon the Missouri Quality Outcomes.

The Provider shall work cooperatively with Eitas Support Services staff in the development, review, evaluation and reporting of these Outcomes.

Provider shall afford access to designated Eitas staff the premises where person are served, identified individuals, pertinent records and to the guardian or parent where indicated pursuant to the development, review, evaluation and reporting on successful implementation of the Outcomes Measurement System.

In addition, Provider is to ensure that all staff are trained in the Missouri Quality Outcomes and their significance in working with individuals in the workplace.

(b) In the event that Eitas representatives become aware of problems, or observe situations that are detrimental to Eitas funded persons, Eitas will provide a written report to Provider detailing the issues.

A written response including an action plan and persons responsible for resolution shall be presented to Eitas within an agreed upon timeframe. Failure to address problems and issues brought to the attention of Provider may result in withholding or suspension of Eitas funding.

(c) Provider will comply with all local, state, and federal law. Provider will not discriminate against any Eligible Person on the basis of age, sex, religion, race or ethnicity, disability, sexual orientation, or financial status.

Provider shall maintain in effect an affirmative action policy, a sexual harassment policy, and a drugs and alcohol policy that are acceptable to Eitas and, in the case of the drugs and alcohol policy, satisfies all applicable standards for such policies applicable to drivers established by any transit authority with jurisdiction over Provider.

Provider will not use or permit the use of Eitas owned facilities for religious purposes.

5. Contract Billing and Payment

(a) The Provider shall, within 15 days following the end of each month during the Term, deliver to Eitas an invoice for compensation due under this Contract for the preceding month.

Each invoice shall provide information about the Services provided under this Contract for the preceding month that is sufficient for Eitas to confirm the amount of compensation owed by Eitas to Provider each such month, and each such invoice shall be signed by appropriate official of Provider and shall be certified by Provider to Eitas as being true and correct.

(b) The Provider shall on the monthly invoice list the name, title, and responsibilities of each employee, the dates so employed, and the amounts paid to said employees.

The Provider also further agrees to submit to Eitas with its quarterly reports, an activity report which document the number of events/programs provided the total number of individuals attending each event/program, and the number of developmentally disabled residents of Jackson County attending each event/program under the Provider program.

6. Eitas Policies

The Provider shall abide by the philosophy and written policies adopted by Eitas that pertain to related services. Eitas shall provide to the Provider a copy of all such policies and at all times as Eitas adopts new written policies. Any proposed policy shall be mailed to the Provider in advance of Eitas meeting at which any new policies will be considered for adoption by Eitas.

7. Religious Use

Provider agrees that it will not directly or indirectly use any Eitas owned facility for religious purposes, nor will Provider use any funds from Eitas either directly or indirectly for religious purposes.

8. Sexual Harassment Policy

Provider shall have in place a sexual harassment policy and submit a copy of the same to Eitas. Such policy shall include verified on-going

training for all personnel relating to sexual harassment and adequate procedural safeguards to report a complaint by either staff or clients.

9. Health Insurance Portability and Accountability Policy

Provider, if required by law, shall comply with all requirements of the Health Insurance Portability and Accountability Act hereinafter referred to as "HIPAA", as well as any and all federal rules and regulations pertaining to "HIPAA", as well as any and all federal rules and regulations pertaining to "HIPAA".

The parties further agree to timely enter into additional agreements or contracts as required by law to implement the requirements of "HIPAA". Provider shall submit to Eitas a copy of its policies regarding the same within thirty (30) days of the date any such policies are required by "HIPAA" law regulations.

10. Invoices

- (a) Invoices for services rendered received 45 days or more after the month of service shall not be honored for payment unless approved by Eitas. All bills for services for calendar year 2020 must be submitted to Eitas by January 15, 2021.
- (b) Eitas reserves the right to audit all invoices and to reject any invoice for good cause, including but not limited to the following reasons:
 - (i) The original invoice is not signed by the appropriate official of the Provider.
 - (ii) The units invoiced for an authorized client or service are in excess of the amount provided in the Budget.
 - (iii) The invoice includes services or costs not authorized by Eitas.
 - (iv) The amounts invoiced for an authorized cost or services are in excess of the known amounts provided.
 - (v) The price for a cost or service differs from the agreed upon price.

- (c) Eitas retains the right to deduct from an invoice of the Provider any overpayment made by Eitas on a prior invoice
- (d) Eitas retains the right to make invoice corrections/changes with appropriate notification to the Provider
- (e) An invoice system must be developed which will enable Eitas to track and account for its dollars through a reporting process, which will be provided to Provider by Eitas.

Such reporting procedures will be jointly reviewed by the parties prior to utilization. The reporting system shall be basically the same as that required of other agencies funded by Eitas and consistent with Eitas' financial systems management policies set forth in the Policy and Procedures manual and the Funding Application packet.

(f) Eitas will pay the Provider for all services provided based on actual costs to the Provider that shall be documented to Eitas by appropriate documentation.

Unless, otherwise provided, Eitas shall not pay the Provider a monthly pro-rated amount based on the yearly contract.

11. Notices

Provider shall give to Eitas' Executive Director written notice of:

- (i) The death of an Eligible Person;
- (ii) A serious accident involving an Eligible Person;
- (iii) A life-threatening illness of an Eligible Person;
- (iv) The making of any formal allegations of mistreatment of an Eligible Person;
- (v) Notice of any investigation including but not limited to misuse of funds of an Eligible Person;
- (vi) Abuse, neglect, death or other investigation initiated by any accreditation or regulatory or other investigatory body with similar status, in each case within 24-hours after the Provider becomes aware of the occurrence of such event.

In addition, Provider shall furnish Eitas' Executive Director copies of:

- (i) Any and all reports issued by an investigatory agency promptly but to not exceed five work days of receipt concerning their respective findings;
- (ii) Any corrective action plan or quality improvement plan or recommendations issued to Provider as a result of an investigation; and
- (iii) Any other Provider response to an investigation.
- (iv) Provider also agrees to keep Eitas' Executive Director informed as to the course of any investigation and take active steps to secure any documents and/or reports related an investigation.
- (v) Provider shall notify Eitas' Executive Director within 24-hours of the occurrence of any event that impacts or might impact adversely on Provider's ability to comply fully with the terms and conditions of this Contract.

12. Laws to Govern

The Provider shall comply with all local, state and federal laws and regulations including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, if the Provider is a recipient of federal financial assistance.

Eitas makes no commitment as to funding the requirements of any local, state or federal law or regulations.

13. Work Product

The Provider agrees and understands that all work products developed as a result of the Provider's services under this Contract are to be used solely for the purposes of this contract. If the Provider wishes to use any work product developed under this Contract for any other purpose it must have the prior written consent of Eitas to do so.

14. Sunshine Law

The parties agree that the Provider is a "Governmental Body" pursuant to the Sunshine Law of the State of Missouri, Section 610.010 et seq. R.S. Mo.

15. Inspections

The Provider agrees to allow Eitas or its designated agent to monitor the Providers programs at any reasonable time.

16. Audit

Provider shall furnish annually, on or before ninety (90) days after its fiscal year, its certified audit and the audit must contain a management letter.

17. Termination

- (a) This Contract may be terminated by either party by giving 30 days prior written notice to the other party of such termination
- (b) This contract may be terminated by Eitas if in the sole judgment of Eitas, the funding available to Eitas during the Term is significantly less than had been anticipated by Eitas at the time the Contract was made and the reduction in funding causes continued performance under the Contract by Eitas to be fiscally imprudent.

18. **Documents**

The Provider shall provide any and all documents required by this Contract by mail, or by delivery to Eitas or by e-mail to ijacobs@eitas.org or its successor.

19. Modifications

This agreement constitutes the complete understanding of the parties hereto with respect to the subject matter and may be modified or amended only by written instrument executed by the parties.

of	, 20
JACKSON	COUNTY, MISSOURI
Approved	as to Form:
Ву:	County Counselor
	County Counselor
Ву:	Frank White, County Executive
DEVELOP EITAS	MENTAL DISABILITY SERVICES OF JACKSON COUNT
_	
Ву:	Jake Jacobs, Executive Director
By:	

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Res/foxed No.: 20623

Sponsor(s): Date:

Tony Miller February 16, 2021

SUBJECT	Action Requested Resolution Ordinance Project/Title: Authorizing the County Executive to execute a Jackson County – EITAS,	contract with Developm	nental Disability Services of			
BUDGET						
INFORMATION	Amount authorized by this legislation this fiscal year: \$200,000					
To be completed	Amount previously authorized this fiscal year:	\$200,000				
By Requesting	Total amount authorized after this legislative action:	\$ 000,000				
Department and	Amount budgeted for this item * (including	\$200,000				
Finance	transfers):	\$0				
	Source of funding (name of fund) and account code number; FROM / TO					
	* If account includes additional funds for other expenses, total budgeted in th	ne account is: \$				
	OTHER FINANCIAL INFORMATION:					
	No budget impact (no fiscal note required)					
	Term and Supply Contract (funds approved in the annual Department: Estimated Use: \$0.00	budget); estimated value	and use of contract:			
	Department: Estimated Use: \$0.00					
	Prior Year Budget (if applicable): \$234,200					
	Prior Year Actual Amount Spent (if applicable):					
DDIOD						
PRIOR LEGISLATION	D' 1					
LEGISLATION	Prior ordinances and (date):					
	Prior resolutions and (date): # 20369 March 4, 2020					
CONTACT						
INFORMATION	RLA drafted by (name, title, & phone): Tina M. Spallo Superintendent of Recreation 816-503-4872					
PROVERSE		anomalin of Recreation (310-303-4672			
REQUEST						
SUMMARY	Resolution authorizing the County Executive to execute a cont	tract with Developmenta	l Disability Services of			
	Jackson County - LITAS, accepting partial funding of various	programs of the Parks +	Rec Department's			
	Special I opulation Services Division.					
	The Parks + Rec Department has applied to EITAS for funding	g assistance for the Depa	rtment's Special			
	Population Services Division for 2021. The Board has agreed the term of this contract, January 1, 2021 to December 31, 202	to provide up to \$200,00	00 for these services for			
CLEARANCE	Tax Clearance Completed (Purchasing & Department)	1.				
	Business License Verified (Purchasing & Department)					
	Chapter 6 Compliance - Affirmative Action/Prevailing Wa	age (County Auditor's O	ffice)			
ATTACHMENTS		go (county radation s o	inec			
DEVIDENT						
REVIEW	Department Director:		Date:			
	Mechele Mewman		2/4/2021			
	Finance (Budget Approval):	3.7/	Date:			
	If applicable	N/A	2/9/2021			
	Givilion Mynager: Schullo		Date: 7 /1/1/2021			
	Courty Counselor's Office:	- 1	Date:			
	D140.44 () (004		Date.			

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

	This expenditure was included in the annual budget.		
	Funds for this were encumbered from	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 available 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		