

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JUNE 6, 2017
REGULAR SESSION NO. 4
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Invocation
Pledge of Allegiance
Roll Call

Proclamations/Presentations

- ★ Proclamation recognizing Council on Aging

Public Comments

Communication from the Mayor

Communication from the City Administrator

Committee Reports

STUDY SESSION

Mid-Year Finance Report
Briana Burrichter, Finance Director

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular May 16, 2017 Board of Aldermen meeting minutes.

REGULAR AGENDA

NEW BUSINESS

2. **R-2978-17: A RESOLUTION** APPROVING THE APPOINTMENT OF DAMON HODGES AS THE PUBLIC WORKS DIRECTOR FOR THE CITY. Point of Contact: Tom Cole, City Administrator.
3. **R-2979-17: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY, MISSOURI, SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI FOR FISCAL YEAR 2016-2017 IN AN AMOUNT NOT TO EXCEED \$71,500.00. Point of Contact: Jim Lynch, Police Chief.

ADJOURNMENT

DRAFT
MINUTES
RAYTOWN BOARD OF ALDERMEN
MAY 16, 2017
REGULAR SESSION NO. 3
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Mayor Michael McDonough called the May 16, 2017 Board of Aldermen meeting to order at 7:00 p.m. The procession and invocation were led by the Raytown Police Color Guard, Father Sean McCaffery of St. John Francis Regis Catholic Church and piper Ian Evans.

Roll Call

Roll was called by Teresa Henry, City Clerk, and the attendance was as follows:

Present: Alderman Karen Black, Alderman Frank Hunt, Alderman Jim Aziere, Alderman Jason Greene, Alderman Ryan Myers, Alderman Mark Moore, Alderman Steve Meyers, Alderman Bill Van Buskirk, Alderman Bonnaye Mims, Alderman Eric Teeman

Proclamations/Presentations

- ★ Proclamation recognizing Police Week
- ★ Proclamation recognizing EMS Week
- ★ Proclamation recognizing Public Works Week
- ★ Proclamation recognizing Older Americans Month
- ★ Proclamation recognizing Mary Bell, Raytown School District Support Staff Employee of the Year

Public Comments

None

Communication from the Mayor

Nancy Nail, of the Raytown Parks Board, will be a guest vocal soloist with the New York Symphony.

May 4, with Alderman Van Buskirk, attended the Mayor's Prayer Breakfast at the Good Shepherd Community of Christ church.

May 4, attended Raytown School District's annual teachers' retirement dinner.

Independence Police Officer Wagstaff is continuing to recover and doing well.

Communication from the City Administrator

City staff has commenced the process of considering budgetary needs for fiscal year 2017-2018. The May 30 goal setting session promises to coordinate the City's staff with the desires of the Board of Aldermen. Beginning next week, three yard-of-the-week recipients will be recognized with a yard sign and on the City's website, social media, and public access channel. May 22-24, the City Administrator will attend the International Council of Shopping Centers' annual conference.

Committee Reports

Alderman Meyers announced Clark's Appliances will re-open May 22 with a ribbon cutting at 11:15 a.m.

Alderman Teeman stated that the Park Board is discussing ideas to revamp the City's parks including the introduction of a dog park. The Park Board is looking forward to the Raytown Arts and Music festival later this summer. The Mayor also attended the meeting and discussed potential collaborative initiatives with other communities in the area.

Alderman Van Buskirk reported that the May 4 Senior Expo was a great success.

Alderman Aziere shared that the Raytown High School water polo team was the first team from outside of St. Louis to participate in the State Championship.

STUDY SESSION

Sales Tax Report Card Report
Briana Burrichter, Finance Director

The committee rated all areas in the report as either meeting or exceeding standards for this review period. Letter ratings in the report card are made at the discretion of each committee member, and during the next meeting there are plans to discuss more intuitive rating scales.

LEGISLATIVE SESSION

1. CONSENT AGENDA

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Approval of the Regular May 2, 2017 Board of Aldermen meeting minutes.

Alderman Mims, seconded by Alderman Myers, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Mims, Myers, Teeman, Hunt, Van Buskirk, Meyers, Moore, Greene, Aziere, Black
Nays: None

REGULAR AGENDA

NEW BUSINESS

- R-2973-17: A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF SOFTWARE AND TRAINING FROM CI TECHNOLOGIES, INC. IN AN AMOUNT NOT TO EXCEED \$16,500.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Jim Lynch, Police Chief.**

The resolution was read by title only by Teresa Henry, City Clerk.

Major Ted Bowman remained available for any discussion.

Having already purchased the database for this program, this is the second phase in implementing the new records system. This software offers a depth of record keeping that no other companies are offering at this time. The police department's IT contractor will manage the installation and maintenance of the software.

Alderman Van Buskirk, seconded by Alderman Teeman, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Van Buskirk, Teeman, Aziere, Mims, Greene, Meyers, Myers, Black, Hunt, Moore
Nays: None

3. **R-2974-17: A RESOLUTION** AUTHORIZING AND APPROVING A SERVICE AGREEMENT WITH DIGITECH COMPUTER, INC. FOR EMS BILLING SERVICES AND SUPPLIES INCLUDING INTEGRATED PATIENT CARE REPORTING SOFTWARE AND RELATED HARDWARE IN AN AMOUNT NOT TO EXCEED \$12,500.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Doug Jonesi, Emergency Medical Services Director.

The resolution was read by title only by Teresa Henry, City Clerk.

Doug Jonesi, EMS Director, remained available for any discussion.

Discussion clarified that the City can cancel the contract within 90 days of the renewal dates over the contract's five successive renewable terms including a no-penalty opt-out option in the first year. The finance department can be consulted for evaluating the financial success of this company's services.

Alderman Mims, seconded by Alderman Aziere, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Mims, Aziere, Van Buskirk, Hunt, Teeman, Greene, Moore, Black, Meyers, Myers
Nays: None

4. **R-2975-17: A RESOLUTION** AUTHORIZING AND APPROVING A LETTER OF AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND RAYMOND JAMES IN CONNECTION WITH THE ISSUANCE OF BONDS. Point of Contact: Briana Burrichter, Finance Director.

The resolution was read by title only by Teresa Henry, City Clerk.

Briana Burrichter, Director of Finance, along with Jim Prichard and Khalen Dwyer from Columbia Capital, remained available for any discussion.

The ultimate security for the bonds' issuance will be the City's promise to pay through an annual appropriation credit established by the City.

Alderman Teeman, seconded by Alderman Black, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Teeman, Black, Myers, Moore, Greene, Hunt, Van Buskirk, Aziere, Mims, Meyers
Nays: None

5. **R-2976-17: A RESOLUTION** AUTHORIZING AND APPROVING AN AMENDMENT TO RESOLUTION R-2928-16 AND AUTHORIZING AND APPROVING THE ADDITIONAL EXPENDITURE OF FUNDS WITH TYLER TECHNOLOGIES, INC. FOR A TOTAL AMOUNT NOT TO EXCEED \$153,320.00 FOR FISCAL YEAR 2016-2017. Point of Contact: Briana Burrichter, Finance Director.

The resolution was read by title only by Teresa Henry, City Clerk.

Briana Burrichter, Director of Finance, remained available for any discussion.

Tyler Technologies, Inc. software will streamline processing for all departments in City Hall.

Alderman Greene, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Greene, Mims, Meyers, Van Buskirk, Myers, Moore, Aziere, Hunt, Black, Teeman
Nays: None

6. **R-2977-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF STORM WATER INFRASTRUCTURE REPAIR IN THE CITY OF RAYTOWN, MISSOURI FROM WIEDENMANN, INC. UTILIZING THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT AND APPROVING PROJECT EXPENSES FOR 7008 EVANSTON IN AN AMOUNT NOT TO EXCEED \$21,612.00 AND AMENDING THE 2016-2017 FISCAL YEAR BUDGET. Point of Contact: Jason Hanson, Interim Public Works Director.

The resolution was read by title only by Teresa Henry, City Clerk.

Jason Hanson, Interim Public Works Director, remained available for any discussion.

Alderman Van Buskirk, seconded by Alderman Moore, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Van Buskirk, Moore, Mims, Hunt, Teeman, Greene, Black, Aziere, Myers, Meyers
Nays: None

DISCUSSION ITEM

7. Blue Ridge Boulevard-Alternate Option, Jason Hanson, Interim Public Works Director.

Jason Hanson, Interim Public Works Director, remained available for any discussion.

Discussion included that the alternate option is to cancel the project granted by MoDOT and handle the project as part of the City's annual concrete repair and overlay projects during Fall 2017 or Spring 2018. The reason for the change is that the project is over five years old and has had significant budget and scope amendments during that time. The "black mark" on the City's record with MoDOT for future grant consideration will be mitigated by the reasons for the City's decision and the timing of future projects. The letter to MoDOT will be drafted by Tom Cole, City Administrator, and Jason Hanson, Interim Public Works Director.

Future discussion might include developing a City-wide stance on whether or not to install bike lanes on all streets instead of going street-by-street.

Alderman Teeman, seconded by Alderman Black, made a motion to move forward with the Blue Ridge Boulevard-Alternate Option and notify MoDOT of the change. The motion was approved by a vote of 9-1.

Ayes: Aldermen Teeman, Black, Hunt, Greene, Moore, Van Buskirk, Myers, Meyers, Mims
Nays: Alderman Aziere

CLOSED SESSION

Notice is hereby given that the Mayor and Board of Aldermen may conduct a closed session, pursuant to the following statutory provisions:

- 610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys;
- 610.021 (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore;

- 610.021(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information relating to the performance or merit of an individual employee is discussed or recorded; and/or
- 610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

Alderman Moore, seconded by Alderman Mims, made a motion to move to a closed session. The motion was approved by a majority of those present.

ADJOURNMENT

Alderman Moore, seconded by Alderman Mims, made a motion to adjourn. The motion was approved by a majority of those present.

The meeting adjourned at 9:37 p.m.

Teresa M. Henry, MRCC
City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: December 15, 2016

Resolution No.: R-2924-16

To: Mayor and Board of Aldermen

From: Mark Loughry, Interim City Administrator

City Administrator Approval: _____

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Action Requested: Approve the appointment of a Public Works Director.

Alternatives: Not approve the appointment

Budgetary Impact:

Budgeted item with available funds

A RESOLUTION APPROVING THE APPOINTMENT OF DAMON HODGES AS THE PUBLIC WORKS DIRECTOR FOR THE CITY

WHEREAS, a vacancy exists in the position of Public Works Director within the City; and

WHEREAS, the Board of Aldermen desire to approve the appointment of Damon Hodges to fill the position of Public Works Director for the City;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the appointment of Damon Hodges to fill the position of Public Works Director is hereby authorized and approved; and

FURTHER THAT the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 6th day of June, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: May 31, 2017
To: Mayor and Board of Aldermen
From: Captain Candice Schwarz

Resolution No.: R-2979-17

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Approve Johnson County Missouri Sheriff's Department as the contract provider for our inmate housing facility.

Recommendation: Approve the resolution.

Analysis: On July 1, 2015, the City entered into a contract with the Johnson County Missouri Sheriff's Department to provide housing for our inmates. The current contract will expire on June 30, 2017. The Police Department requests approval to extend the contract with the Johnson County Missouri Sheriff's Department for an additional two years. The contract would begin on July 1, 2017 and will terminate June 30, 2019. The only change to the existing contract will be lowering the number of guaranteed prisoner beds per day from seventeen (17) to ten (10).

Alternatives: Not approve the contract and search for another housing alternative.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested: Not to exceed budgeted amount of \$71,500.00
Account Number(s): 101-32-00-100-52250

Additional Reports Attached: Copy of contract with Johnson County Sheriff's Office and Resolution No. R-2917-16 approving the expenditure of funds for fiscal year 2016-2017.

A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY, MISSOURI, SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI FOR FISCAL YEAR 2016-2017 IN AN AMOUNT NOT TO EXCEED \$71,500.00

WHEREAS, in order to provide for such inmate housing, the Raytown Police Department desires to enter into an agreement with Johnson County, Missouri, Sheriff's Office for fiscal year 2016-2017; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to continue an agreement for inmate security housing services, by and between Johnson County, Missouri Sheriff's Office and the City of Raytown, Missouri for fiscal year 2016-2017 in an amount not to exceed \$71,500.00;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the continuation of an agreement for inmate security housing services, by and between Johnson County, Missouri Sheriff's Office and the City of Raytown, Missouri for fiscal year 2016-2017 in an amount not to exceed \$71,500.00 in substantially the same form as attached hereto, marked Exhibit "A" and incorporated herein by reference is hereby authorized and approved; and

FURTHER THAT the City Administrator and/or Chief of Police is hereby authorized to execute any and all documents necessary and to take any and all actions necessary to effectuate the terms of the Agreement.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 6th day of June, 2017.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

AGREEMENT FOR DETENTION SERVICES

This AGREEMENT is made by and between the City of Raytown, Missouri (hereinafter called "City") and Johnson County Sheriff's Office (hereinafter called "Contractor").

WHEREAS, the City requires services for the housing of prisoners on a short and long term basis; and

WHEREAS, Contractor is prepared to provide these services;

NOW, THEREFORE, in consideration for the mutual covenants contained in this Agreement, the City and the Contractor agree as follows:

SECTION 1

Contractor agrees to furnish secure facilities and personnel twenty four hours a day, seven days a week for confinement of both male and female City prisoners being held from one day up to the one hundred eighty day maximum sentences that can be imposed by a municipal judge.

A. All facilities shall meet the following requirements:

1. Facility must be secured for the prevention of escape and confinement of prisoners at all times.
2. The facility shall separate male and female inmates such that they are not in sight or sound of each other (normal voice level).
3. The facility shall meet the requirements of the ACA (American Corrections Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City.

B. All facilities must be operated in accordance with the following requirements:

1. All operations shall comply with ACA (American Corrections Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City. Policies, where required, shall be available for review by City.
2. Contractor shall not allow employees with prior felony convictions or non-traffic related misdemeanor convictions to have direct contact with or supervision of City prisoners.
3. Programs, activities and services shall be provided equally to male and female prisoners.
4. Contractor shall be responsible for transporting prisoners from the City to the detention facility and other destinations (court, medical and dental treatment), as required. The cost associated with the transporting of prisoners will be as a cost of (20.00) per trip, however, when multiple prisoners from the contracted agency are transported, only one charge will be assessed for that trip.

The Contractor will provide two pick-up or deliveries per day and those will be at 0800 hrs and 2000 hrs. unless an agreement is made between the City and the Contractor. If additional pickup and deliveries are requested by the City, it is understood the \$20.00 trip charge will apply.

The Contractor has the rights to cancel or postpone any pickup or delivery of prisoners due to inclement weather or when conditions exist that would make said delivery or pickup dangerous to the public, prisoner or the Contractor's employee.

Paperwork associated with the pickup and delivery of the Cities prisoners MUST be received by the Contractor by 0500 hours for the morning transport and 1800 hrs for the evening transport. This is necessary to maintain consistency within the process.

Prisoners shall be picked up daily from the City's facility for transfer to Contractor's facility. When transporting an opposite sex prisoner, Contractor will ensure there are other prisoners on board or a minimum of two drivers unless the transport vehicle is equipped with a working in car video. Transport vehicles shall be secure, handicap accessible and shall have at minimum, cages, restraint equipment, emergency equipment (first aid and fire extinguisher), and communications equipment (radio or phone). The transport vehicle must be equipped with working heat and air conditioning in the prisoner compartment. The Contractor may charge the City a total of twenty dollars (\$20.00) per round trip from the Contractor's facility to pickup or to deliver the prisoner back to the City's Facility or their respective Courts. This twenty dollar fee will be charged per trip regardless of the number of prisoners being transported in the transport vehicle.

5. Only essential personal or medical property taken from a prisoner by the Raytown Police Department Detention Unit will be released to the Contractor personnel in a property bag after the contents are verified. The property will be in a bag that will then be sealed and a copy of the Raytown Detention Unit property slip attached. All other property belonging to the prisoner will be stored by the Cities Detention Unit to be released to an agreed upon person or stored until the prisoner is returned to their facility for final disposition.
6. All prisoners shall be provided an onsite health care professional for non emergency health care needs at no cost to the City. Prisoners requiring medical treatment at a hospital emergency room are to be taken to the nearest appropriate medical facility. Anytime a prisoner is taken for medical treatment, contractor will contact the City's Detention Unit and notify the on-duty staff of the nature of the illness/injury. Emergency treatment may be authorized by the Contractor; however, the City may not accept responsibility for the associated cost. Prisoners are personally responsible for any routine medicine, medical or dental expenses. Medications shall not be purchased for more than seven (7) days at a time.
7. All prisoners are to be released through the City's Police Department Detention Unit. When a prisoner has reached the day prior to his/her scheduled release date, Contractor will transport him/her to the City's Detention Unit. Prisoners who have had their fine or bond posted will also be transported back to the Cities Detention Unit for

release.

Whenever a prisoner has reached his or hers release date, they will, **without exception** be returned to the Cities Detention Unit.

This procedure will be followed regardless of any warrant that is outstanding from another agency. The prisoner will be taken back to the Cities Detention Unit and will be released to them. It will be the Cities responsibility to contact the Agency which has the outstanding warrant for the subject.

Contractor shall provide the following reports, in writing:

1 Incidents involving any City prisoner, whether as victim or suspect, shall be immediately reported to the City with a copy to the Detention Administrator. Reportable incidents include, but are not limited to: injuries, fights, assaults, claims of harassment, loss of personal property, escape, or attempted escape or conduct that results in loss of prisoner privileges.

1. A detailed report for housing, medical services, dental and medicine will be submitted to the Chief of Police or his designee once per month for all prisoners housed during the previous calendar month. This report shall include the prisoner's name, dates of housing, total number of days housed during the reporting period, and any other expenses.

C. The City reserves the right to make unscheduled visits at the Contractor's facility and full access will be required at that time or the Agreement may be canceled.

SECTION 2

The Contractor agrees to guarantee the City a total of Ten (10) beds per day for their prisoners. This does not prohibit the Contractor from exceeding that amount provided there are vacant beds available at the time additional housing is requested by the City. If at any time the Contractor is housing prisoners for the City in excess of the guaranteed 10 prisoners, and it becomes necessary, due to other contractual commitments to other agencies or in an emergency situation, the City will be required to make arrangements to house their prisoners, over the guaranteed limit, at another facility or returned them back to the City for disposition.

City agrees to pay Contractor for the housing of both male and female prisoners for the agreed sum of \$40.00 per day. The fee of \$40.00 only pertains to the housing of the prisoners and does not include the transportation fees associated with the transporting of said prisoners to the required locations such as to and from the City, Contractors facility and Court.

SECTION 3

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, City and Contractor will agree to an equitable adjustment of the Agreement price, period of service, or both, and will reflect such adjustment in a change order.

SECTION 4

Having considered the potential liabilities that may exist during the performance of this Agreement and the Contractor's fee, and in consideration of the mutual covenants contained in the Agreement, City and Contractor agree to allocate and limit such liabilities in accordance with this Section.

The Contractor agrees to indemnify and hold harmless the City, its agents, officials and employees and to assume all risk, responsibility for death of or injury to, any persons and for loss, damage or injury to any property (together with all expenses, including attorney fees, in defense or prosecution of any action involving any such death, injury or damage), arising from, growing out of, or in any manner or degree directly or indirectly related to the performance of this work, including patent and copyright infringements.

Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees.

SECTION 5

During the performance of the Services under this AGREEMENT, CONTRACTOR shall maintain the following insurance:

- A. Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
- B. Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.
- C. General Liability Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with property damage limits of \$1,000,000 for each occurrence and \$1,000,000 aggregate.
- D. Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

Contractor shall furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to City. All subcontractors shall be required to include City and Contractor as additional insured on their General Liability insurance policies, and shall be required to indemnify City and Contractor to the same extent.

SECTION 6

City may terminate or suspend performance of this Agreement for City's convenience upon sixty (60) days' written notice to Contractor. Contractor shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay Contractor for all the services performed till the date of the termination by the City or suspension expenses. Upon restart, and equitable adjustment shall be made to Contractor's compensation.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to Contractor.

SECTION 7

A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

SECTION 8

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined.

SECTION 9

City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

SECTION 10

Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

SECTION 11

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

SECTION 12

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

SECTION 13

Contractor agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this Agreement have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.

SECTION 14

If specified in the original bid document, the City may exercise its option to renew the contract/agreement. The City will provide the contractor with a written renewal notice sixty (60) days prior to the expiration date of the contract period. Pricing shall be in accordance with the fees submitted on the original bid/proposal. All terms and conditions shall remain in effect during the subsequent renewal periods.

SECTION 15

During the performance of this agreement/contract or purchase order, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not to be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this agreement/contract or purchase order with any of the said rules, regulations, or orders, this agreement/contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for any further government agreement/contracts or purchase order or federally assisted agreements/contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor

or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an organization becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interest of the United States."

SECTION 16

This Agreement shall be governed by the laws of the state of Missouri, and shall be in effect beginning July 1, 2017 and will terminate on June 30, 2019 unless an extension is agreed upon by both the City and the Contractor.

SECTION 17

Any communication required by this Agreement shall be made in writing to the address specified below:

CONTRACTOR:

Johnson County Sheriffs Office 278 SW 871 Centerview, MO 64019

FIRM NAME AND ADDRESS

CITY:

CONTACT PERSON AND ADDRESS

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

SECTION 18

City and Contractor each reserve the right to, from time to time; enter into other agreements or contracts for specific projects. If such agreements or contracts are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

SECTION 19

This Agreement represents the entire agreement between the City and Contractor. All previous or contemporaneous agreements, representations, promises and conditions relating the Contractor's services described herein are superseded.

SECTION 20

The following Sections shall survive the expiration or termination of this Agreement for any reason: 2, 4, 7, 8, 10, 11, 12, 13, 19 and 20.

IN WITNESS WHEREOF, CITY and CONTRACTOR, by and through their authorized officers, have made and executed this Agreement

SIGNATURE OF AGREEMENT

CITY: Raytown, Missouri

SIGNATURE: _____

SIGNATURE (PRINTED) _____

TITLE: CHIEF

DATE: / /

CONTRACTOR: Johnson County Sheriff office

SIGNATURE: Scott Munsterman

SIGNATURE (PRINTED) Sheriff Scott Munsterman

TITLE: Sheriff

DATE: 5/10/2017

A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH JOHNSON COUNTY, MISSOURI SHERIFF'S OFFICE IN AN AMOUNT NOT TO EXCEED \$83,500.00 FOR FISCAL YEAR 2016-2017

WHEREAS, the Police Department utilizes Johnson County, Missouri Sheriff's Office for the proper inmate housing of prisoners; and

WHEREAS, in order to provide for such inmate housing, the Police Department desires to continue an agreement with Johnson County, Missouri Sheriff's Office for fiscal year 2016-2017; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City of Raytown to authorize the expenditure of funds with Johnson County, Missouri Sheriff's Office in an amount not to exceed \$83,500.00 for fiscal year 2016-2017;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Board of Aldermen find it is in the best interests of the City of Raytown to authorize the expenditure of funds with Johnson County, Missouri Sheriff's Office in an amount not to exceed \$83,500.00 for fiscal year 2016-2017; and.

FURTHER THAT the City Administrator and/or Chief of Police is hereby authorized to execute any and all documents necessary and to take any and all actions necessary to effectuate the terms of the Agreement.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 6th day December, 2016.



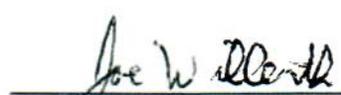
Michael McDonough

Approved as to Form:

ATTEST:



Teresa M. Henry, City Clerk



Joe Willerth, City Attorney