



Office of  
**Mary Jo Spino**  
Clerk of the County  
Legislature

# Jackson County Missouri

## AGENDA

Jackson County Courthouse  
415 East 12th Street, 2nd floor  
Kansas City, Missouri 64106  
(816)881-3242

### County Legislature

Scott Burnett (1st) Chairman, Theresa Garza Ruiz, (1st AL) Vice Chairman,  
Crystal Williams (2nd AL), Fred Arbanas (3rd AL),  
Kenneth T. Bacchus (2nd), Dennis Waits (3rd), Dan Tarwater (4th),  
Greg Grounds (5th), Bob Spence (6th)

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Thirty-sixth Regular meeting of the Jackson County Legislature, Monday, September 15, 2014, at 2:30 PM at the K.C. Legislative Assembly Area, Kansas City, Missouri.

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**1 ROLL CALL**

**2 THE PLEDGE OF ALLEGIANCE**

**3 APPROVAL OF THE JOURNAL OF THE PREVIOUS MEETING**

**4 HEARINGS**

**5 COMMUNICATIONS AND REPORTS OF THE COUNTY EXECUTIVE**

**6 PERFECTION OF PROPOSED ORDINANCES AND REPORTS OF COMMITTEE**

None.

**7 FINAL PASSAGE OF PROPOSED ORDINANCES**

None.

**8 RESOLUTIONS IN COMMITTEE**

None.

**9 CONSENT AGENDA**

None.

**10 INTRODUCTION OF PROPOSED ORDINANCES AND ASSIGNMENT TO COMMITTEE**

4659 AN ORDINANCE appropriating \$2,500.00 from the undesignated fund balance of the 2014 Grant Fund and authorizing the County Executive to execute an agreement with the Missouri Safety Center in acceptance of the Jackson County Sheriff's Office Child Passenger Safety Enforcement grant.

*(Introduced by Theresa Garza Ruiz)*

- 4660 AN ORDINANCE transferring \$17,541.00 within and appropriating \$150,000.00 from the undesignated fund balance of the 2014 Special Road and Bridge Fund in acceptance of funds from the City of Kansas City, Missouri, and awarding a contract for the furnishing of Phase II of the Environmental Assessment of the Rock Island Corridor, at a cost to the County not to exceed \$167,541.00, under the terms and conditions of Request for Proposals No. 49-14.  
*(Introduced by Theresa Garza Ruiz)*
- 4661 AN ORDINANCE appropriating \$40,000.00 from the fund balance of the 2014 Grant Fund in acceptance of the Sheriff's Office's DWI Enforcement Wolf Pack/Saturation Patrol grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Traffic and Highway Safety Division for the expenditure of grant funds.  
*(Introduced by Theresa Garza Ruiz)*
- 4662 AN ORDINANCE transferring \$160,255.00 within the 2014 Special Road and Bridge Fund, and appropriating \$320,510.00 from the undesignated fund balance of the 2014 Grant Fund in acceptance of the Jackson County Sheriff's Office's DWI/Traffic Safety Unit Salary Grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds.  
*(Introduced by Theresa Garza Ruiz)*

**11 INTRODUCTION OF PROPOSED RESOLUTIONS AND ASSIGNMENT TO COMMITTEE**

- 18602 A RESOLUTION authorizing the County Executive to execute an Agreement for Medical Examiner services with the State of Missouri, for compensation payable to Jackson County.  
*(Introduced by Theresa Garza Ruiz)*
- 18603 A RESOLUTION recognizing the Metro Organization for Racial and Economic Equity "MORE2", an inter-faith social justice organization, on the occasion of its 10th anniversary.  
*(Introduced by Crystal Williams)*
- 18604 A RESOLUTION awarding a twenty-four month term and supply contract with two twelve-month options to extend for the furnishing of parking lot management services for specific County-owned lots during Sprint Center events to Diamond Executive Services, L.L.C., under the terms and conditions of Invitation to Bid No. 54-14, at no cost to the County.  
*(Introduced by Theresa Garza Ruiz)*

- 18605 A RESOLUTION authorizing the County Executive to execute addenda to the COMBAT Treatment Cooperative Agreements with Swope Health Services and Salvation Army, at no additional cost to the County.  
*(Introduced by Dan Tarwater)*
- 18606 A RESOLUTION awarding a twenty-four month term and supply contract with one twenty-four month option to extend, for the furnishing of internet provider services to host an online food handler training program for the Environmental Health Division of the Public Works Department to Food Service Operators Training Achievement Program d/b/a TAP Series of Westlake Village, CA under the terms and conditions of Request for Proposals No. 53-14, at no cost to the County.  
*(Introduced by Bob Spence)*
- 18607 A RESOLUTION authorizing the Director of Finance and Purchasing to execute a twenty-four month extension to the lease agreement with D. Varalli Enterprises, LLC, d/b/a Towne Square Professional Building, for the furnishing of office space, at a cost to the County not to exceed \$10,668.00 in 2014 and \$99,738.48 over the life of the lease.  
*(Introduced by Theresa Garza Ruiz)*
- 18608 A RESOLUTION awarding a twelve-month term and supply contract, with three twelve-month options to extend, for the furnishing of property casualty insurance for use countywide to Lockton Companies, LLC., of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 57-14.  
*(Introduced by Theresa Garza Ruiz)*
- 18609 A RESOLUTION urging the National Football League to name Kansas City as the host city for an upcoming Super Bowl.  
*(Introduced by Crystal Williams)*
- 18610 A RESOLUTION awarding a thirty-six month term and supply contract with three twelve-month options to extend, for the furnishing of Workers' Compensation and Employer's Liability Excess Insurance Coverage for use by the Finance and Purchasing Department to IMA, Inc., of Overland Parks, KS, as agent for Midwest Employers Casualty Company, under the terms and conditions of Invitation to Bid No. 58-14.  
*(Introduced by Theresa Garza Ruiz)*

**12 COUNTY EXECUTIVE ORDERS**

**13 UNFINISHED BUSINESS**

**14 NEW BUSINESS**

15     **ADJOURNMENT**

The next legislative meeting is scheduled to be held on Monday, September 22, 2014 at 2:30 P.M. at the Eastern Jackson County Courthouse, 308 W. Kansas, Ground Floor, Legislative Chambers.

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

**AN ORDINANCE** appropriating \$2,500.00 from the undesignated fund balance of the 2014 Grant Fund and authorizing the County Executive to execute an agreement with the Missouri Safety Center in acceptance of the Jackson County Sheriff's Office Child Passenger Safety Enforcement grant.

**ORDINANCE NO. 4659**, September 15, 2014

**INTRODUCED BY** Theresa Garza Ruiz, County Legislator

WHEREAS, automobile accidents are the number one killer of children and regular child safety seat and safety belt use is the most effective way to reduce fatalities in motor vehicles crashes; and,

WHEREAS, to combat this situation, the Sheriff's Office has been awarded a grant in the amount of \$2,500.00 by the Missouri Safety Center in furtherance of the Center's Child Passenger Safety Enforcement program for the period September 14 through September 20, 2014; and,

WHEREAS, the Sheriff recommends the use of funds for reimbursement of overtime used for the Child Passenger Safety Enforcement program promoting the use of safety seats and safety belts throughout the County pursuant to the attached agreement with the Missouri Safety Center; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2014 Grant Fund be and hereby is made:

| <u>DEPARTMENT/DIVISION</u>           | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|--------------------------------------|------------------------------|-------------|-----------|
| Grant Fund<br>Child Passenger Safety |                              |             |           |
| 010-4297                             | 45854 - Increase Revenue     | \$2,500     |           |
| 010-2810                             | Undesignated Fund Balance    |             | \$2,500   |
| 010-2810                             | Undesignated Fund Balance    | \$2,500     |           |
| 010-4297                             | 55030 – Overtime             |             | \$2,323   |
| 010-4297                             | 55040 – FICA                 | \$ 177      |           |

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached agreement with the Missouri Safety Center.

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

APPROVED AS TO FORM:

W. Sanders  
Senior Deputy County Counselor

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

I hereby certify that the attached Ordinance, Ordinance No. 4659, introduced on September 15, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 4659.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 010 2810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$2,500.00

September 16, 2014  
Date

D. Spino  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

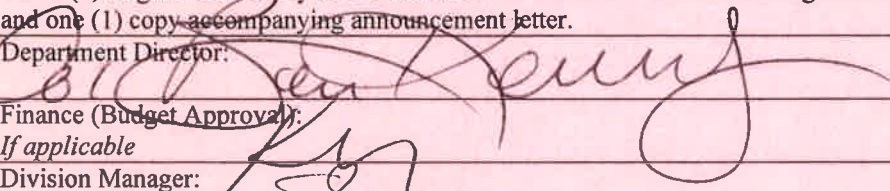
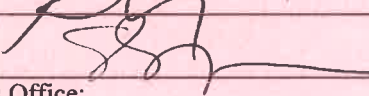

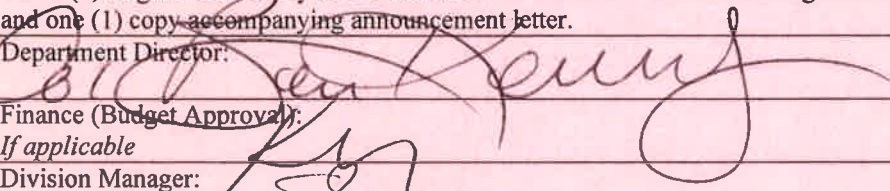
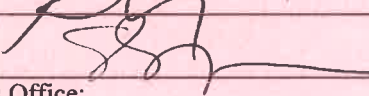

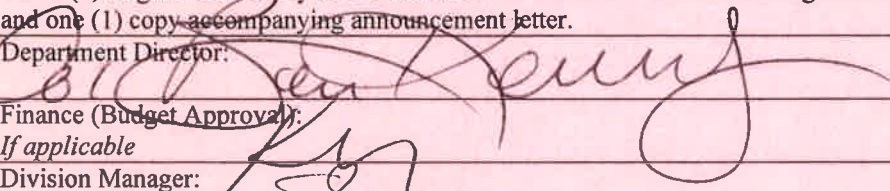
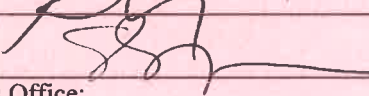

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4659

Sponsor(s): Theresa Garza Ruiz

Date: September 15, 2014

|  |  |   |           |  |    |  |           |  |    |  |                         |  |                                   |
|--|--|---|-----------|--|----|--|-----------|--|----|--|-------------------------|--|-----------------------------------|
| <p>SUBJECT</p>   | <p>Action Requested<br/> <input type="checkbox"/> Resolution<br/> <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office Child Passenger Safety Enforcement Grant. An Ordinance to appropriate \$2,500.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Missouri Safety Center, in acceptance of a grant awarded by the University of Central Missouri supported through MoDOT's Traffic and Highway Division to the Sheriff's Office.</p>  |   |           |  |    |  |           |  |    |  |                         |  |                                   |
| <p>BUDGET INFORMATION<br/> <i>To be completed By Requesting Department and Finance</i></p>                         | <table border="1" data-bbox="310 617 1187 1020"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$2500.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$2500.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM: Grant Fund - 010; Undesignated Fund Balance - 2810</td> <td>FROM ACCT<br/>\$2,500.00</td> </tr> <tr> <td>TO: Grant Fund 010; CPS - 4297 ;<br/>Overtime - 55030<br/>FICA - 55040</td> <td>TO ACCT<br/>\$2323.00<br/>\$ 177.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/> Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): N/A<br/> Prior Year Actual Amount Spent (if applicable): N/A</p> | Amount authorized by this legislation this fiscal year: | \$2500.00 | Amount previously authorized this fiscal year: | \$ | Total amount authorized after this legislative action: | \$2500.00 | Amount budgeted for this item * (including transfers): | \$ | Source of funding (name of fund) and account code number; FROM: Grant Fund - 010; Undesignated Fund Balance - 2810 | FROM ACCT<br>\$2,500.00 | TO: Grant Fund 010; CPS - 4297 ;<br>Overtime - 55030<br>FICA - 55040 | TO ACCT<br>\$2323.00<br>\$ 177.00 |
| Amount authorized by this legislation this fiscal year:  | \$2500.00  |   |           |  |    |  |           |  |    |  |                         |  |                                   |
| Amount previously authorized this fiscal year:   | \$   |   |           |  |    |  |           |  |    |  |                         |  |                                   |
| Total amount authorized after this legislative action:   | \$2500.00  |   |           |  |    |  |           |  |    |  |                         |  |                                   |
| Amount budgeted for this item * (including transfers):   | \$   |   |           |  |    |  |           |  |    |  |                         |  |                                   |
| Source of funding (name of fund) and account code number; FROM: Grant Fund - 010; Undesignated Fund Balance - 2810 | FROM ACCT<br>\$2,500.00  |   |           |  |    |  |           |  |    |  |                         |  |                                   |
| TO: Grant Fund 010; CPS - 4297 ;<br>Overtime - 55030<br>FICA - 55040   | TO ACCT<br>\$2323.00<br>\$ 177.00  |   |           |  |    |  |           |  |    |  |                         |  |                                   |
| <p>PRIOR LEGISLATION</p>   | <p>Prior ordinances and (date): #4235 Sept. 13, 2010</p> <p>Prior resolutions and (date):</p>  |   |           |  |    |  |           |  |    |  |                         |  |                                   |
| <p>CONTACT INFORMATION</p>   | <p>RLA drafted by (name, title, &amp; phone): Beverly Smith, Traffic Analyst (816)524-4302</p>   |   |           |  |    |  |           |  |    |  |                         |  |                                   |
| <p>REQUEST SUMMARY</p>   | <p>Accept and appropriate \$2,500.00 from the Undesignated Fund Balance for the Jackson County Sheriff's Child Passenger Safety Enforcement Project # 14-K3-05-001 and to authorize the County Executive to execute an agreement with the University of Central Missouri Safety Center supported through MoDOT's Traffic and Highway Safety Division. The grant is awarded in the amount of \$2,500.00.</p> <p>The grant requires no Matching Local Funds.. The term of the grant is September 14 - 20, 2014 during the Child Passenger Safety (CPS) Week Enforcement.</p> <p>There continues a need to focus on child passenger safety through the high visibility of additional law</p>  |   |           |  |    |  |           |  |    |  |                         |  |                                   |

|   |  |                      |  |              |   |   |              |                   |   |               |                            |  |       |
|---|--|----------------------|--|--------------|---|---|--------------|-------------------|---|---------------|----------------------------|--|-------|
|   | <p>enforcement officers to reduce injuries and fatalities due to the passengers not being properly restrained in required safety seats. Unlike the adult seatbelt laws, the child and youth seatbelt law is primary in the state of Missouri.</p> <p>Please appropriate \$250.00 as follows:</p> <p>Overtime – 55030                      \$2323.00</p> <p>FICA – 55040                              177.00</p> <p>Total    \$2,500.00</p>   |                      |  |              |   |   |              |                   |   |               |                            |  |       |
| CLEARANCE                                   | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)<br><input type="checkbox"/> Business License Verified (Purchasing & Department)<br><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)   |                      |  |              |   |   |              |                   |   |               |                            |  |       |
| ATTACHMENTS                                 | <p>Three (3) original University of Central Missouri Subaward/Subcontract Agreements Project # 14-K3-05-001 and one (1) copy accompanying announcement letter.</p>   |                      |  |              |   |   |              |                   |   |               |                            |  |       |
| REVIEW                                      | <table border="1"> <tr> <td>Department Director:</td> <td></td> <td>Date: 9/9/14</td> </tr> <tr> <td>Finance (Budget Approval):<br/>If applicable</td> <td></td> <td>Date: 9/9/14</td> </tr> <tr> <td>Division Manager:</td> <td></td> <td>Date: 9/11/14</td> </tr> <tr> <td>County Counselor's Office:</td> <td></td> <td>Date:</td> </tr> </table> | Department Director: |  | Date: 9/9/14 | Finance (Budget Approval):<br>If applicable |  | Date: 9/9/14 | Division Manager: |  | Date: 9/11/14 | County Counselor's Office: |  | Date: |
| Department Director:                        |    | Date: 9/9/14         |  |              |   |   |              |                   |   |               |                            |  |       |
| Finance (Budget Approval):<br>If applicable |   | Date: 9/9/14         |  |              |   |   |              |                   |   |               |                            |  |       |
| Division Manager:                           |   | Date: 9/11/14        |  |              |   |   |              |                   |   |               |                            |  |       |
| County Counselor's Office:                  |  | Date:                |  |              |   |   |              |                   |   |               |                            |  |       |

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

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

| Account Number: | Account Title:                        | Amount Not to Exceed: |
|-----------------|---------------------------------------|-----------------------|
| 010-2810        | Grant Fund- Undesignated Fund Balance | \$2,500.00            |

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





### Notice of Eligibility and Statement of Work

The Highway Safety Office - MoDOT has identified **Jackson County Sheriff's Office** as eligible to participate in:

#### CHILD PASSENGER SAFETY (CPS) WEEK ENFORCEMENT

The UCM Subaward/Subcontract agreement commits a specific funding level for your agency to use for reimbursement of actual overtime salary and fringe up to the Maximum Reimbursable Amount, listed below. Full-time, part-time and reserve officers are eligible to participate in overtime enforcement campaigns. Part-time and reserve officers must have the same authority as a full-time permanent officer.

\* Please note the Maximum Reimbursement Amount

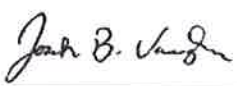
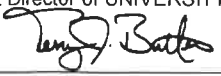
| CHILD PASSENGER SAFETY ENFORCEMENT | *Maximum Reimbursement Amount |
|------------------------------------|-------------------------------|
| September 14 -20, 2014             | \$2,500                       |

Participation in this enforcement campaign requires that your agency:

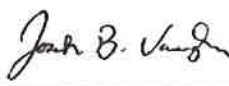
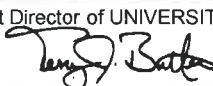
- 191. Complete the highlighted sections of the UCM Subaward/Subcontract Agreement to include:
  - Agency Federal Tax I.D. #
  - Agency Address
  - The required **TWO DIFFERENT signatures**. (These are typically a Chief, Sheriff or Authorized Official AND the Enforcement Administrator for your department)
- 192. The **TWO signatures** on the submitted UCM Subaward/Subcontract Agreement must match the TWO signatures that will appear on the Overtime Enforcement Manpower Report Form. If there is an issue with obtaining the same signature/s, a memo must be submitted explaining the reason for the difference.
  - If the "Authorizing Official" also works the enforcement campaign a different authorizing official would need to sign the Overtime Enforcement Manpower Report Form then a memo must be submitted explaining the reason for the difference in signatures between the UCM Subaward/Subcontract Agreement and the Overtime Enforcement Manpower Report Form. The Authorizing Official cannot approve THEIR-OWN hours worked.
- 193. Return (fax to 660-543-4482, or scan then email) the completed UCM Subaward/Subcontract Agreement, **no later than September 14, 2014** to:
  - LaGena (Gena) Spence, email: spence@ucmo.edu: Fax: 660-543-4482, Phone: 800-801-3588/660-543-4391
- 194. Upon receipt of the completed UCM Subaward/Subcontract Agreement your agency will receive an email message including the following enforcement documents:
  - Pre & Post News Release Examples
  - Overtime Enforcement Manpower Report Form
  - Enforcement Statistics Form
  - Highway Safety On-Line Mobilization Reporting Instructions
- 195. **Notice – Upon campaign completion, the Overtime Enforcement Manpower Report Form must be submitted to the Missouri Safety Center by the deadline of November 3, 2014. (Overtime Enforcement Manpower Report Forms submitted beyond the reporting deadline may not be reimbursed.)**

On behalf of Missouri Department of Transportation's Traffic and Highway Safety Division and the Missouri Safety Center we appreciate your willingness to assist in making our roadways safer for all.

## University of Central Missouri Subaward/Subcontract Agreement

|  |  |
|--|--|
| Institution/Organization ("UNIVERSITY")<br>Name: <b>University of Central Missouri</b><br>Address: Missouri Safety Center<br>Humphreys, Suite 200<br>Warrensburg, MO, 64093  | <b>Jackson County Sheriff's Office</b> ("COLLABORATOR")<br>Agency Federal Tax I.D. #: <u>446000524</u><br>Agency Address: <u>3310 NE. Renner Dr.</u><br><u>Lee's Summit, Mo. 64064</u> |
| Source Awarding Agency (if applicable): Missouri Department of Transportation, Traffic & Highway Safety Division   | CFDA No. (if applicable): 20.613   |
| <b>Period of Performance: September 14-20, 2014</b>  | <b>Amount of Award: \$ 2,500</b>   |
| <b>Project Title: Child Passenger Safety (CPS) Week Enforcement</b>  |  |
| <b>Terms and Conditions</b>  |  |
| University hereby awards a cost reimbursable contract, as described above, to Collaborator. The statement of work and budget for this contract are shown in the Notification of Eligibility to Participate. In its performance of work under the terms of this agreement, Collaborator shall be an independent entity and not an employee or agent of University.  |  |
| 305) All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work. By signing this form you agree to abide by the terms set forth in the statement of work and comply with all requirements therein.   |  |
| 306) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.  |  |
| 307) Matters concerning the technical performance of this agreement, no cost extensions, a request or negotiation of any changes in terms, conditions, or amounts, and any changes requiring prior approval, should be directed to University's project director as noted in the signature block of this form. Any such changes made to this agreement require the written approval of each party's Authorized Official.   |  |
| 308) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.   |  |
| 309) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. If applicable, University shall pay Collaborator for termination costs as allowable under OMB Circular A-87, OMB Circular A-21, OMB Circular A-122, or the Federal Acquisition Regulation, whichever applies.  |  |
| 310) This agreement is subject to the terms and conditions of the Prime Award, Project No. 14-K3-05-001, and other special terms and conditions.   |  |
| 311) This agreement shall be governed and construed in accordance with the laws of the State of Missouri.  |  |
| 312) By signing below Collaborator certifies and assures:  |  |
| a. It is compliant with 41 CFR Chapter 60 as defined by the U. S. Department of Labor  |  |
| b. It is compliant with OMB Circular A-102   |  |
| c. It complies with OMB Circular A-133 and it will notify University of completion of required audits and of any adverse finding which impact this subaward.   |  |
| d. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. |  |
| e. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.   |  |
| f. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.  |  |
| <br>May 15, 2014  | *Chief, Sheriff or Authorized Official of COLLABORATOR:<br><br>Signature: _____ Title: _____   |
| Joseph Vaughn, Dean/Graduate&Extended Studies<br>Date  | Print name: _____ Date   |
| Project Director of UNIVERSITY:<br><br>May 15, 2014   | *Enforcement Administrator of COLLABORATOR:<br><br>Signature: _____ Title: _____   |
| Mr. Terry J. Butler, MSC, Project Director<br>Phone Number: 800-801-3588<br>Date   | Print name: _____ Date<br>Agency Phone Number: _____   |
| Email: spence@ucmo.edu   | Agency Email Address: _____  |

## University of Central Missouri Subaward/Subcontract Agreement

|  |   |
|--|---|
| Institution/Organization ("UNIVERSITY")<br>Name: <b>University of Central Missouri</b><br>Address: Missouri Safety Center<br>Humphreys, Suite 200<br>Warrensburg, MO, 64093  | <b>Jackson County Sheriff's Office ("COLLABORATOR")</b><br>Agency Federal Tax I D #: <u>446 000524</u><br>Agency Address: <u>3310 NE Renner Dr.</u><br><u>Lee's Summit, Mo. 64064</u> |
| Source Awarding Agency (if applicable): Missouri Department of Transportation, Traffic & Highway Safety Division   | CFDA No. (if applicable): 20.613  |
| <b>Period of Performance: September 14-20, 2014</b>  | <b>Amount of Award: \$ 2,500</b>  |
| <b>Project Title: Child Passenger Safety (CPS) Week Enforcement</b>  |   |
| <b>Terms and Conditions</b>  |   |
| University hereby awards a cost reimbursable contract, as described above, to Collaborator. The statement of work and budget for this contract are shown in the Notification of Eligibility to Participate. In its performance of work under the terms of this agreement, Collaborator shall be an independent entity and not an employee or agent of University.  |   |
| 305) All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work. By signing this form you agree to abide by the terms set forth in the statement of work and comply with all requirements therein.   |   |
| 306) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.  |   |
| 307) Matters concerning the technical performance of this agreement, no cost extensions, a request or negotiation of any changes in terms, conditions, or amounts, and any changes requiring prior approval, should be directed to University's project director as noted in the signature block of this form. Any such changes made to this agreement require the written approval of each party's Authorized Official.   |   |
| 308) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.   |   |
| 309) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. If applicable, University shall pay Collaborator for termination costs as allowable under OMB Circular A-87, OMB Circular A-21, OMB Circular A-122, or the Federal Acquisition Regulation, whichever applies.  |   |
| 310) This agreement is subject to the terms and conditions of the Prime Award, Project No. 14-K3-05-001, and other special terms and conditions.   |   |
| 311) This agreement shall be governed and construed in accordance with the laws of the State of Missouri.  |   |
| 312) By signing below Collaborator certifies and assures:  |   |
| a. It is compliant with 41 CFR Chapter 60 as defined by the U. S. Department of Labor<br>b. It is compliant with OMB Circular A-102<br>c. It complies with OMB Circular A-133 and it will notify University of completion of required audits and of any adverse finding which impact this subaward.<br>d. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.<br>e. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.<br>f. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. |   |
| <br>Date: May 15, 2014  | *Chief, Sheriff or Authorized Official of COLLABORATOR:<br><br>Signature: _____ Title: _____  |
| Joseph Vaughn, Dean/Graduate&Extended Studies<br>Date: _____   | Print name: _____ Date: _____   |
| Project Director of UNIVERSITY:<br><br>Date: May 15, 2014   | *Enforcement Administrator of COLLABORATOR:<br><br>Signature: _____ Title: _____  |
| Mr. Terry J. Butler, MSC, Project Director<br>Date: _____<br>Phone Number: 800-801-3588  | Print name: _____ Date: _____<br>Agency Phone Number: _____   |
| Email: spence@ucmo.edu   | Agency Email Address: _____   |

## University of Central Missouri Subaward/Subcontract Agreement

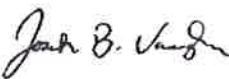
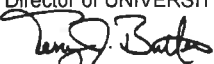
|   |  |
|---|--|
| Institution/Organization ("UNIVERSITY")<br><b>Name: University of Central Missouri</b><br>Address: Missouri Safety Center<br>Humphreys, Suite 200<br>Warrensburg, MO, 64093 | <b>Jackson County Sheriff's Office ("COLLABORATOR")</b><br>Agency Federal Tax I.D. #: <u>446 000 524</u><br>Agency Address: <u>3310 NE Renney Dr.</u><br><u>Lee's Summit, MO 64064</u> |
| Source Awarding Agency (if applicable): Missouri Department of Transportation, Traffic & Highway Safety Division  | CFDA No. (if applicable): 20.613   |
| <b>Period of Performance: September 14-20, 2014</b>   | <b>Amount of Award: \$ 2,500</b>   |

**Project Title: Child Passenger Safety (CPS) Week Enforcement**

**Terms and Conditions**

University hereby awards a cost reimbursable contract, as described above, to Collaborator. The statement of work and budget for this contract are shown in the Notification of Eligibility to Participate. In its performance of work under the terms of this agreement, Collaborator shall be an independent entity and not an employee or agent of University.

- 305) All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work. By signing this form you agree to abide by the terms set forth in the statement of work and comply with all requirements therein.
- 306) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.
- 307) Matters concerning the technical performance of this agreement, no cost extensions, a request or negotiation of any changes in terms, conditions, or amounts, and any changes requiring prior approval, should be directed to University's project director as noted in the signature block of this form. Any such changes made to this agreement require the written approval of each party's Authorized Official.
- 308) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 309) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. If applicable, University shall pay Collaborator for termination costs as allowable under OMB Circular A-87, OMB Circular A-21, OMB Circular A-122, or the Federal Acquisition Regulation, whichever applies.
- 310) This agreement is subject to the terms and conditions of the Prime Award, Project No. 14-K3-05-001, and other special terms and conditions.
- 311) This agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- 312) By signing below Collaborator certifies and assures:
  - a. It is compliant with 41 CFR Chapter 60 as defined by the U. S. Department of Labor
  - b. It is compliant with OMB Circular A-102
  - c. It complies with OMB Circular A-133 and it will notify University of completion of required audits and of any adverse finding which impact this subaward.
  - d. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - e. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.
  - f. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

|  |   |
|--|---|
| <br>May 15, 2014                                    | <b>*Chief, Sheriff or Authorized Official of COLLABORATOR:</b><br><br><b>Signature:</b> _____ <b>Title:</b> _____ |
| Joseph Vaughn, Dean/Graduate&Extended Studies<br>Date  | <b>Print name:</b> _____ <b>Date</b>  |
| Project Director of UNIVERSITY:<br><br>May 15, 2014 | <b>*Enforcement Administrator of COLLABORATOR:</b><br><br><b>Signature:</b> _____ <b>Title:</b> _____             |
| Mr. Terry J. Butler, MSC, Project Director<br>Date<br>Phone Number: 800-801-3588   | <b>Print name:</b> _____ <b>Date</b><br><b>Agency Phone Number:</b> _____   |
| Email: spence@ucmo.edu   | <b>Agency Email Address:</b> _____  |

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

**AN ORDINANCE** transferring \$17,541.00 within and appropriating \$150,000.00 from the undesignated fund balance of the 2014 Special Road and Bridge Fund in acceptance of funds from the City of Kansas City, Missouri, and awarding a contract for the furnishing of Phase II of the Environmental Assessment of the Rock Island Corridor, at a cost to the County not to exceed \$167,541.00, under the terms and conditions of Request for Proposals No. 49-14.

**ORDINANCE NO. 4660**, September 15, 2014

**INTRODUCED BY** Theresa Garza Ruiz, County Legislator

WHEREAS, on October 16, 2009, the City of Kansas City, Missouri submitted a proposal to the Environmental Protection Agency (EPA) for the Brownfields Coalition Assessment Grant; and,

WHEREAS, by Resolution 17566, dated April 11, 2011, the Legislature did authorize the execution of a Memorandum of Understanding with the City of Kansas City, Missouri, and the Land Clearance for Redevelopment Authority of Kansas City, Missouri (LCRA), to form the Kansas City Brownfields Assessment Coalition, for the purpose of implementing the grant; and,

WHEREAS, by Resolution 18548, dated June 16, 2014, the Legislature did authorize the execution of a Sub-Grant Agreement with the City of Kansas City, Missouri, relating to the environment assessment of the Old Rock Island Rail Corridor; and,

WHEREAS, the County has received sub-grant funds in the amount of \$150,000.00

from the City of Kansas City for Phase II of the Environmental Assessment of the Old Rock Island Rail Corridor; and,

WHEREAS, the Director of Finance and Purchasing solicited proposals for the furnishing of Phase II of the environmental assessment of the Old Rock Island Rail Corridor on Request for Proposals, No. 49-14; and,

WHEREAS, a total of five notifications were received with the three lowest and best responses evaluated as follows:

| <u>BIDDER</u>                                  | <u>SCORE</u> | <u>TOTAL COST</u> |
|--|--------------|-------------------|
| Tetra Tech<br>Kansas City (Jackson County), MO | 263          | \$167,541.00      |
| SCS Engineers<br>Overland Park, KS             | 260          | \$164,810.30      |
| Santec<br>Denver, CO                           | 244.5        | \$162,551.15      |

and,

WHEREAS, the proposals submitted were evaluated on the basis of responsiveness to the terms and conditions, experience, qualifications, reference, and pricing; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of the contract to Tetra Tech of Kansas City, Missouri, under the terms and conditions of Request for Proposal No. 49-14, for the reason that, while not the lowest bidder, it has submitted the lowest and best bid as set forth in the attached recapitulation and

analysis; and,

WHEREAS, a transfer and appropriation are needed to place the funds necessary for this project in the appropriate spending account; and,

WHEREAS, the County Executive recommends this transfer and appropriation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer within and appropriation from the undesignated fund balance of the 2014 Special Road and Bridge Fund be and hereby are made:

| <u>DEPARTMENT/DIVISION</u>                            | <u>CHARACTER/DESCRIPTION</u>    | <u>FROM</u> | <u>TO</u> |
|---|---------------------------------|-------------|-----------|
| Special Road and Bridge Fund<br>Brownfields Coalition |                                 |             |           |
| 004-9999  | 45475 - Increase Revenue        | \$150,000   |           |
| 004-2810  | Undesignated Fund Balance       |             | \$150,000 |
| 004-2810  | Undesignated Fund Balance       | \$150,000   |           |
| 004-2111  | 56080 – Other Professional Srvs |             | \$150,000 |
| Special Road and Bridge Fund<br>Non-Departmental      |                                 |             |           |
| 004-5104  | 56080 – Other Professional Srvs | \$17,541    |           |
| Special Road and Bridge Fund<br>Brownfields Coalition |                                 |             |           |
| 004-2111  | 56080 – Other Professional Srvs |             | \$17,541  |

and,

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

BE IT FURTHER ORDAINED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract.

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

APPROVED AS TO FORM:

W. Snyder  
Senior Deputy County Counselor

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

I hereby certify that the attached Ordinance, Ordinance No. 4660 of September 15, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absents \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 4660.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 004 2810  
ACCOUNT TITLE: Special Road and Bridge Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$150,000.00

ACCOUNT NUMBER: 004 5104 56080  
ACCOUNT TITLE: Special Road and Bridge Fund  
Non-Departmental  
Other Professional Services  
NOT TO EXCEED: \$17,541.00

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

ACCOUNT NUMBER: 004 2111 56080  
ACCOUNT TITLE: Special Road and Bridge Fund  
Brownfields Coalition  
Other Professional Services  
NOT TO EXCEED: \$167,541.00

September 10, 2014  
Date

  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4660

Sponsor(s): Theresa Garza Ruiz

Date: September 15, 2014

|   |   |   |           |  |     |  |           |  |     |   |  |  |           |   |          |   |           |
|---|---|---|-----------|--|-----|--|-----------|--|-----|---|--|--|-----------|---|----------|---|-----------|
| <p><b>SUBJECT</b></p>   | <p>Action Requested<br/> <input type="checkbox"/> Resolution<br/> <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: An ordinance appropriating \$150,000 from the Undesignated Fund Balance of the Special Road and Bridge Fund, transferring \$17,541 within the Special Road and Bridge and authorizing a payment to Tetra Tech of Kansas City, MO in an amount not to exceed \$167,541 for the Phase II Environmental Assessment of Rock Island Corridor under the terms and conditions of Request For Proposals No. 49-14.</p>  |   |           |  |     |  |           |  |     |   |  |  |           |   |          |   |           |
| <p><b>BUDGET INFORMATION</b><br/> <i>To be completed By Requesting Department and Finance</i></p> | <table border="1" data-bbox="316 619 1193 1060"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$167,541</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$167,541</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number;</td> <td></td> </tr> <tr> <td>FROM: 004-2810 Undesignated Fund Balance</td> <td>\$150,000</td> </tr> <tr> <td>FROM: 004-5104-56080 Non-Departmental, Special Road and Bridge, Other Professional Services</td> <td>\$17,541</td> </tr> <tr> <td>TO: 004-2111-56080 Brownfields Coalition EPA, Other Professional Services</td> <td>\$167,541</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/> Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):<br/> Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | \$167,541 | Amount previously authorized this fiscal year: | \$0 | Total amount authorized after this legislative action: | \$167,541 | Amount budgeted for this item * (including transfers): | \$0 | Source of funding (name of fund) and account code number; |  | FROM: 004-2810 Undesignated Fund Balance | \$150,000 | FROM: 004-5104-56080 Non-Departmental, Special Road and Bridge, Other Professional Services | \$17,541 | TO: 004-2111-56080 Brownfields Coalition EPA, Other Professional Services | \$167,541 |
| Amount authorized by this legislation this fiscal year:   | \$167,541   |   |           |  |     |  |           |  |     |   |  |  |           |   |          |   |           |
| Amount previously authorized this fiscal year:  | \$0   |   |           |  |     |  |           |  |     |   |  |  |           |   |          |   |           |
| Total amount authorized after this legislative action:  | \$167,541   |   |           |  |     |  |           |  |     |   |  |  |           |   |          |   |           |
| Amount budgeted for this item * (including transfers):  | \$0   |   |           |  |     |  |           |  |     |   |  |  |           |   |          |   |           |
| Source of funding (name of fund) and account code number;   |   |   |           |  |     |  |           |  |     |   |  |  |           |   |          |   |           |
| FROM: 004-2810 Undesignated Fund Balance  | \$150,000   |   |           |  |     |  |           |  |     |   |  |  |           |   |          |   |           |
| FROM: 004-5104-56080 Non-Departmental, Special Road and Bridge, Other Professional Services       | \$17,541  |   |           |  |     |  |           |  |     |   |  |  |           |   |          |   |           |
| TO: 004-2111-56080 Brownfields Coalition EPA, Other Professional Services                         | \$167,541   |   |           |  |     |  |           |  |     |   |  |  |           |   |          |   |           |
| <p><b>PRIOR LEGISLATION</b></p>   | <p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Res. 17566, dated 4/11/11 and Res. 18548 dated 6/16/14</p>   |   |           |  |     |  |           |  |     |   |  |  |           |   |          |   |           |
| <p><b>CONTACT INFORMATION</b></p>   | <p>RLA drafted by (name, title, &amp; phone): Chris Kline, Development Incentive Coordinator 881-3381</p>   |   |           |  |     |  |           |  |     |   |  |  |           |   |          |   |           |
| <p><b>REQUEST SUMMARY</b></p>   | <p>Jackson County, Missouri, the City of Kansas City, Missouri, and the Land Clearance for Redevelopment Authority of Kansas City, Missouri entered into a Memorandum of Agreement in 2011 establishing the Kansas City Brownfields Coalition and executed a cooperative agreement with the Environmental Protection Agency. On August 17, 2011 and April 20, 2012, representatives of the Kansas City Brownfields Coalition approved an allocation of funding for phase I environmental assessment of the Old Rock Island Rail Corridor not to exceed \$150,000. Phase I was completed in 2011 and 2012. Jackson County, the City of Kansas City, Missouri and the Kansas City Brownfields Coalition would like to proceed with phase II environmental assessment. The Purchasing Department issued Request for Proposal No. 49-14 in response to those requirements.</p>  |   |           |  |     |  |           |  |     |   |  |  |           |   |          |   |           |

A total of five responses were received and evaluated as follows:

| Respondent         | Tetra Tech<br>KCMO | SCS<br>Engineers<br>Overland<br>Park, KS | Terracon<br>Lenexa, KS | Santec<br>Denver, CO | Environmental<br>Works<br>KCMO |
|--------------------|--------------------|--|------------------------|----------------------|--------------------------------|
| Evaluation Score   | 263                | 260                                      | 217.5                  | 244.5                | 228.5                          |
| Proposal<br>Amount | \$167,541.00       | \$164,810.30                             | \$147,501.40           | \$162,551.15         | \$209,086.20                   |

Evaluation points were based on the following criteria:

|   |     |
|---|-----|
| Responsiveness to General Conditions and Provisions | 5%  |
| Experience and Qualifications                       | 30% |
| References  | 30% |
| Pricing   | 35% |

Pursuant to 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Contract for a phase II environmental assessment to Tetra Tech of Kansas City, Missouri as the best proposal received in response to Request for Proposal No. 49-14.

On July 16, 2014 the Jackson County Legislature passed Resolution #18548 authorizing the County Executive to execute a sub-grant agreement with the City of Kansas City, Missouri. On August 28, 2014, the City of Kansas City, Missouri passed Ordinance #140750 approving a Kansas City Brownfields Assessment Coalition subgrant in an amount not to exceed \$150,000 to Jackson County, Missouri, for environmental assessment of the Rock Island Rail Corridor, authorizing the Director of City Development to execute the subgrant agreement and authorizing further acts.

This ordinance will authorize the execution of the contract as recommended above, appropriate \$150,000 from the undesignated fund balance that will be reimbursed by the above mentioned subgrant agreement, transfer \$17,541 from Non-Departmental Special Road and Bridge fund, Other Professional Services – Rock Island and authorize a payment in the amount of \$167,541.

|  |           |           |
|--|-----------|-----------|
|  | FROM:     | TO:       |
| 004-2810 – Undesignated Fund Balance   | \$150,000 |           |
| 004-5104-56080 R&B, Non-dept, Other Professional Services                            | \$17,541  |           |
| 004-2111-56080 – Special R&B, Brownfields Coalition EPA, Other Professional Services |           | \$167,541 |

**CLEARANCE**

- Tax Clearance Completed (Purchasing & Department)
- Business License Verified (Purchasing & Department)
- Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)

**ATTACHMENTS**

**REVIEW**

|   |                  |
|---|------------------|
| Department Director:  | Date:            |
| Finance (Budget Approval):<br><i>If applicable, [Signature]</i> | Date:<br>9-10-14 |
| Division Manager: [Signature]                                   | Date: 9/11/14    |
| County Counselor's Office:                                      | Date:            |

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

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

| Account Number: | Account Title:            | Amount Not to Exceed: |
|-----------------|---------------------------|-----------------------|
| 2810            | Undesignated Fund Balance | 150,000               |

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

**Fiscal Note:  
Jackson County, Missouri**

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

Date: September 10, 2014 PC# \_\_\_\_\_ ORD# 4660

| <u>Department / Division</u>                | <u>Character/Description</u>   | <u>From</u> | <u>To</u> |
|---|--------------------------------|-------------|-----------|
| <b>Special Road &amp; Bridge Fund - 004</b> |                                |             |           |
|   | 45475 - Increase Revenues      | 150,000     |           |
| 2810  | Undesignated Fund Balance      |             | 150,000   |
| 2810  | Undesignated Fund Balance      | 150,000     |           |
| 2111 - Brownfields Coalition                | 56080 - Other Professional Svs |             | 150,000   |

**Fiscal Note:  
Jackson County, Missouri**

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

Date: September 10, 2014

| <u>Department / Division</u>         | <u>Character/Description</u>   | <u>From</u> | <u>To</u> |
|--------------------------------------|--------------------------------|-------------|-----------|
| <b>Special Road and Bridge - 004</b> |                                |             |           |
| 5104 - Non-Departmental              | 56080 - Other Professional Svs | 17,541      |           |
| 2111 - Brownfield Coalition          | 56080 - Other Professional Svs |             | 17,541    |

**Fiscal Note:**

This expenditure was included in the Annual Budget.

PC# \_\_\_\_\_

Date: September 10, 2014

| <u>Department / Division</u>         | <u>Character/Description</u>   | <u>Not to Exceed</u> |
|--------------------------------------|--------------------------------|----------------------|
| <b>Special Road and Bridge - 004</b> |                                |                      |
| 2111 - Brownfields Coalition         | 56080 - Other Professional Svs | 167,541              |

*Deborah S Ball* 9-10-14  
Budgeting



## OFFICE OF THE COUNTY EXECUTIVE

(816) 881-3333  
Fax: (816) 881-3133

JACKSON COUNTY COURTHOUSE

415 EAST 12TH STREET  
KANSAS CITY, MISSOURI 64106

**Ord. 4660**

To: Mike Sanders, Jackson County Executive  
From: Chris Kline, Development Incentive Administrator

Subject: RFP for Environmental Site Assessment Services

Date: 8/5/2014

Re: Recommendation for Environmental Site Assessment Services Contractor

RFP No. 49-14 was issued on July 15, 2014, seeking proposals from professional firms to aide in the phase II Environmental Site Assessment (ESA) of the Old Rock Island Rail Line. Services will include a review and update of phase I ESA's, completion of phase II work, and final recommendations and reporting.

The evaluation committee was comprised of Graham Renz, Special Projects Analyst, Andrew Bracker, Brownfields Coordinator for the City of Kansas City, Missouri, and myself. A total of five proposals were received. Responses were in accordance with guidelines, and were evaluated on the basis of Responsiveness, Experience, References, and Pricing.

The evaluation committee is recommending Terta Tech's proposal as the best response to RFP No. 49-14. Tetra Tech has extensive experience in Phase I and II Environmental Site Assessments, railroad properties, and the Kansas City region. Tetra Tech completed a Phase I ESA on the Rock Island Rail Line and has an intimate knowledge of the corridor. As well, their overall experience and references uniquely prepare them for this phase II ESA work. For these reasons we believe Tetra Tech to be the best recommendation for RFP No. 49-14. If you have any questions please feel free to contact me.

Thank you,

Chris Kline



**FINAL**

**0/1/14**

**Rock Island Corridor ESA Phase II Bid Evaluation**

| Bidder              | Responsiveness (5%) | Experience (30%) | References (30%) | Pricing (35%) | Total Score (GLR) | CK   | AB | OVERALL |
|---------------------|---------------------|------------------|------------------|---------------|-------------------|------|----|---------|
| SCS Engineers       | 4.5                 | 28               | 27               | 30            | 89.5              | 84.5 | 86 | 260     |
| Tetra Tech          | 3                   | 26               | 28               | 32            | 89                | 88   | 86 | 263     |
| Terracon            | 3                   | 24               | 22               | 27            | 76                | 67.5 | 74 | 217.5   |
| Environmental Works | 5                   | 26               | 24               | 24            | 79                | 77.5 | 72 | 228.5   |
| Stantec             | 4                   | 25               | 25               | 30            | 84                | 79.5 | 81 | 244.5   |

**Ord. 4660**



**LINKS**

- [ARTICLE XV CODE OF ETHICS](#)
- [Board Application](#)
- [CID's Annual Report Form](#)
- [CIDs Report Web 5112](#)
- [Channel 2](#)
- [Charter & Code](#)
- [Charter 2014](#)
- [Domestic Partner Reg.](#)
- [Mayor and Council Election Guide 2015](#)
- [Public Request Form](#)
- [SEMI-ANNUAL Docket - 2014](#)
- [Standing Rules](#)
- [Video on Demand](#)

**LEGISLATIVE INFO CENTER**

**Mayor and City Council**

- [Weekly Agenda](#)
- [Current Docket](#)
- [Council Committees & Members](#)
- [Upcoming Meetings](#)
- [Business & Legislative Meetings](#)
- [Mayor & City Council](#)

**Boards and Commissions**

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- [Upcoming Meetings](#)



**KANSAS CITY  
MISSOURI**

**Search the Ordinances:**

Search:

**Legislation #:** 140570      **Introduction Date:** 7/24/2014  
**Type:** Ordinance      **Effective Date:** none  
**Sponsor:** None  
**Title:** Approving a Kansas City Brownfields Assessment Coalition subgrant in an amount not to exceed \$150,000.00 to Jackson County, Missouri, for environmental assessment of the Rock Island Rail Corridor and authorizing the Director of City Development to execute the subgrant agreement.

**LEGISLATION HISTORY**

| Date      | Minutes | Description   |
|-----------|---------|---|
| 7/22/2014 |         | Filed by the Clerk's office                                   |
| 7/24/2014 |         | Referred to Planning, Zoning & Economic Development Committee |
| 7/30/2014 |         | Hold On Agenda (8/13/2014)                                    |
| 8/13/2014 |         | Hold On Agenda (8/27/2014)                                    |
| 8/27/2014 |         | Advance and Do Pass as a Committee Substitute, Debate         |
| 8/28/2014 |         | Passed as Substituted   |

**VIEW ATTACHMENTS**

| File                                  | Type        | Size | Description                       |
|---------------------------------------|-------------|------|-----------------------------------|
| EPA Site Eligibility Confirmation.pdf | Exhibit     | 179K | EPA Site Eligibility Confirmation |
| 140570 Agreement.pdf                  | Agreement   | 263K | Agreement                         |
| 140570 Fiscal Note.pdf                | Fiscal Note | 169K | Fiscal Note                       |
| 140570 Fact Sheet.pdf                 | Fact Sheet  | 184K | Fact Sheet                        |

[Printer Friendly Version](#)

**COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 140570**

Approving a Kansas City Brownfields Assessment Coalition subgrant in an amount not to exceed \$150,000.00 to Jackson County, Missouri, for environmental assessment of the Rock Island Rail Corridor and authorizing the Director of City Development to execute the subgrant agreement.

WHEREAS, the Kansas City Brownfield Assessment Coalition program (the "Coalition") has been established by the City of Kansas City, Missouri (the "City"), in partnership with Jackson County, Missouri and the Land Clearance for Redevelopment Authority of Kansas City, Missouri (LCRA); and

WHEREAS, the U.S. Environmental Protection Agency (EPA) has awarded the City a Brownfields Assessment Coalition – Hazardous Substances grant in the amount of \$781,500.00, Federal Cooperative Agreement No. BF-97722301(the "Grant"); and

WHEREAS, in public meetings held August 17, 2011 and April 20, 2012, the Coalition discussed and approved the environmental assessment activities planned for the Rock Island Rail Corridor located in Jackson County, Missouri, all to facilitate acquisition, regional transit and recreational trail development; and

WHEREAS, in a public meeting held June 18, 2014, the Coalition approved a subgrant of Grant funds in an amount not to exceed \$150,000.00 to Jackson County, Missouri, for environmental assessment of the Rock Island Rail Corridor; and

WHEREAS, EPA has approved the subgrant recipient and borrower eligibility, site eligibility, and the use of funds for the Rock Island Rail Corridor project have been met; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That a Coalition subgrant to Jackson County, Missouri, in an amount not to exceed \$150,000.00 for environmental assessment of the Rock Island Rail Corridor project is hereby approved. A copy of the agreement, in substantial form, is on file with the office of the Director of City Development.

Section 2. That the Director of City Development is hereby authorized to enter into a subgrant agreement with Jackson County, Missouri, to subgrant funds from the Grant in a total amount not to exceed \$150,000.00, all from funds previously appropriated to the following account:

15-2550-645020-B-G64COLH EPA Brownfields Grant \$150,000.00

---

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

---

Randall J. Landes  
Director of Finance

Approved as to form and legality:

---

Matthew Gigliotti

Assistant City Attorney

**GENERAL**  
Ordinance Fact Sheet

**140570**

**Ordinance Number**

**Brief Title:** Approving brownfields subgrant to Jackson County for assessment of Rock Island Rail Corridor  
**Approval Deadline:**

**Reason:** To approve subgrant of federal assessment grant funds to prepare for redevelopment.

**Details**

**Positions / Recommendations**

|  |  |   |   |  |  |
|--|--|---|---|--|--|
| <p><b>Reason for Legislation</b></p> <p>Approving a Kansas City Brownfields Assessment Coalition subgrant in an amount not to exceed \$150,000 to Jackson County, Missouri, for environmental assessment of the Rock Island Rail Corridor, authorizing the Director of City Development to execute the subgrant agreement and authorizing further acts.</p>  | <p><b>Sponsor(s)</b></p>   |   |   |  |  |
| <p><b>Discussion (including relationship to other Council actions)</b><br/>Ordinance approves a subgrant to Jackson County, Missouri for a subgrant of \$150,000 of federal brownfield grant funds for environmental assessment of the Rock Island Rail Corridor. The federal grant funds come from an award of \$871,500 to the City by the U.S. Environmental Protection Agency (EPA), federal cooperative agreement no. BF-97722301. This grant was accepted by Committee Substitute for Ord. No. 100595.</p> <p>The Ordinance also authorizes the Director of City Planning to enter into a subgrant agreement with Jackson County to convey the subgrant funds. The City is authorized by federal cooperative agreement no. BF-97722301 to subgrant funds from its federal award. EPA has provided a preliminary indication that Jackson County is an eligible recipient of funds, and has determined the project and proposed use of funds to eligible under the grants. The subgrant agreement will incorporate all applicable terms and conditions of the federal cooperative agreement and will be reviewed and approved by EPA prior to execution.</p> | <p><b>Programs, Departments, or Groups Affected</b></p>  |   |   |  |  |
|  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"><b>Applicants/Proponents</b></td> <td style="width: 50%; vertical-align: top; padding: 5px;"><b>Applicant</b></td> </tr> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"></td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <p><b>City Department</b><br/>Planning &amp; Development</p> <p><b>Other</b></p> </td> </tr> </table>  | <b>Applicants/Proponents</b>              | <b>Applicant</b>  |  | <p><b>City Department</b><br/>Planning &amp; Development</p> <p><b>Other</b></p> |
| <b>Applicants/Proponents</b>   | <b>Applicant</b>   |   |   |  |  |
|  | <p><b>City Department</b><br/>Planning &amp; Development</p> <p><b>Other</b></p>   |   |   |  |  |
|  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"><b>Opponents</b></td> <td style="width: 50%; vertical-align: top; padding: 5px;"><b>Groups or Individuals</b></td> </tr> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"></td> <td style="width: 50%; vertical-align: top; padding: 5px;"><b>Basis of Opposition</b></td> </tr> </table>  | <b>Opponents</b>                          | <b>Groups or Individuals</b>  |  | <b>Basis of Opposition</b>   |
| <b>Opponents</b>   | <b>Groups or Individuals</b>   |   |   |  |  |
|  | <b>Basis of Opposition</b>   |   |   |  |  |
|  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"><b>Staff Recommendation</b></td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <input type="checkbox"/> For<br/> <input type="checkbox"/> Against<br/> <b>Reasons Against:</b> </td> </tr> </table>   | <b>Staff Recommendation</b>               | <input type="checkbox"/> For<br><input type="checkbox"/> Against<br><b>Reasons Against:</b>   |  |  |
| <b>Staff Recommendation</b>  | <input type="checkbox"/> For<br><input type="checkbox"/> Against<br><b>Reasons Against:</b>  |   |   |  |  |
|  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"><b>Board or Commission Recommendation</b></td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <input type="checkbox"/> For   <input type="checkbox"/> Against<br/> <input type="checkbox"/> No Action Taken<br/> <input type="checkbox"/> For, with revisions or conditions                 </td> </tr> </table>   | <b>Board or Commission Recommendation</b> | <input type="checkbox"/> For <input type="checkbox"/> Against<br><input type="checkbox"/> No Action Taken<br><input type="checkbox"/> For, with revisions or conditions   |  |  |
| <b>Board or Commission Recommendation</b>  | <input type="checkbox"/> For <input type="checkbox"/> Against<br><input type="checkbox"/> No Action Taken<br><input type="checkbox"/> For, with revisions or conditions  |   |   |  |  |
|  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"><b>Council Committee Action</b></td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <input type="checkbox"/> Do Pass<br/> <input type="checkbox"/> Do Pass (as amended)<br/> <input type="checkbox"/> Committee Substitute<br/> <input type="checkbox"/> No Recommendation<br/> <input type="checkbox"/> Hold<br/> <input type="checkbox"/> Do Not Pass                 </td> </tr> </table> | <b>Council Committee Action</b>           | <input type="checkbox"/> Do Pass<br><input type="checkbox"/> Do Pass (as amended)<br><input type="checkbox"/> Committee Substitute<br><input type="checkbox"/> No Recommendation<br><input type="checkbox"/> Hold<br><input type="checkbox"/> Do Not Pass |  |  |
| <b>Council Committee Action</b>  | <input type="checkbox"/> Do Pass<br><input type="checkbox"/> Do Pass (as amended)<br><input type="checkbox"/> Committee Substitute<br><input type="checkbox"/> No Recommendation<br><input type="checkbox"/> Hold<br><input type="checkbox"/> Do Not Pass  |   |   |  |  |

**Details**

**Policy / Program Impact**

|  |   |  |
|--|---|--|
| <p>The Ordinance approves a subgrant of up to \$150,000 Jackson County for Phase II environmental site assessment of the Rock Island Rail Corridor. The EPA brownfields grant, the source of the subgrant, was awarded to the Kansas City Brownfields Assessment Coalition. The Coalition members include the City, as the grant recipient and lead agency; Jackson County, Missouri; and the Land Clearance for Redevelopment Authority of Kansas City, MO (LCRA).</p> <p>In public meetings held August 17, 2011 and April 20, 2012, Coalition members approved using up to \$150,000 of Coalition funds for environmental assessment of the Rock Island Rail Corridor to facilitate acquisition, and regional transit and trail development. In another public meeting held June 18, 2014, Coalition members approved the subgrant to Jackson County.</p> <p>No local match funds are required by the federal cooperative agreement. However, the subgrant requires Jackson County to pay the entire cost of the Phase II assessment above the subgrant amount.</p> <p><b><u>Is it good for the children?</u></b><br/>Yes. The proposed ordinance will facilitate the cleanup and beneficial reuse of a prominent and blighted brownfield property within Jackson County that is known to contain contaminants that could potentially negatively impact the children of our community.</p> <p><b><u>How will this contribute to a sustainable Kansas City?</u></b><br/>Brownfield redevelopment promotes the beneficial reuse of underutilized and pollution impacted properties. Brownfield redevelopment capitalizes on previously depreciated capital investment and infrastructure, promotes environmental cleanup, and improves neighborhoods in which the property is located. The ordinance directly furthers these goals.</p> | <p><b>Policy or Program Change</b></p> <p><input type="checkbox"/> No    <input type="checkbox"/> Yes</p> |  |
|  | <p><b>Operational Impact Assessment</b></p>   |  |
|  | <p><b>Finances</b></p>  |  |
|  | <p><b>Cost and Revenue Projections</b></p>  | <p><b>Cost of Legislation</b><br/>\$100,000</p> <p><b>Increase/Decrease in Revenue Expected Annually</b></p> |
|  | <p><b>Fund Sources</b></p>  |  |

**Applicable Dates:**

**Fact Sheet Prepared By:**

Andrew Bracker, Brownfields Coordinator

**Reviewed By:**

Claude Page, City Planning & Development

**Reference Numbers:** Committee Substitute for Ord. No. 100595

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

**AN ORDINANCE** appropriating \$40,000.00 from the fund balance of the 2014 Grant Fund in acceptance of the Sheriff's Office's DWI Enforcement Wolf Pack/Saturation Patrol grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Traffic and Highway Safety Division for the expenditure of grant funds.

**ORDINANCE NO. 4661**, September 15, 2014

**INTRODUCED BY** Theresa Garza Ruiz, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office a DWI Enforcement Wolf Pack/Saturation Patrol grant in the amount of \$40,000.00, for the grant period of October 1, 2014, through September 30, 2015; and,

WHEREAS, these grant funds are used for the reimbursement of overtime for DWI enforcements to operate saturation patrols throughout Jackson County and to participate in multijurisdictional project with other agencies within the County Traffic Safety Task Force; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the fund balance of the 2014 Grant Fund be and hereby is

made:

| <u>DEPARTMENT/DIVISION</u>         | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|------------------------------------|------------------------------|-------------|-----------|
| Grant Fund<br>Wolf Pack Saturation |                              |             |           |
| 010-4289                           | 45853 - Increase Revenues    | \$40,000    |           |
| 010-2810                           | Undesignated Fund Balance    |             | \$40,000  |
| 010-2810                           | Undesignated Fund Balance    | \$40,000    |           |
| 010-4289                           | 55030 - Overtime             |             | \$37,158  |
| 010-4289                           | 55040 - FICA                 |             | \$ 2,842  |

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached agreement with the Missouri Department of Transportation, Traffic and Highway Safety Division.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Senior Deputy County Counselor

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

I hereby certify that the attached Ordinance, Ordinance No. 4661 introduced on September 15, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 4661.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 010 2810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$40,000.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4661

Sponsor(s): Theresa Garza Ruiz

Date: September 15, 2014

|  |   |   |             |  |    |  |             |  |    |  |                          |  |                                       |
|--|---|---|-------------|--|----|--|-------------|--|----|--|--------------------------|--|---------------------------------------|
| <p>SUBJECT</p>   | <p>Action Requested<br/> <input type="checkbox"/> Resolution<br/> <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <i>Jackson County Sheriff's Office DWI/Wolf Pack-Saturation Patrol Overtime Enforcement Grant.</i><br/> An Ordinance to appropriate \$40,000.45 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Missouri Traffic and Highway Safety Division, in acceptance of a grant awarded by the Missouri Department of Transportation to the Sheriff's Office.</p>  |   |             |  |    |  |             |  |    |  |                          |  |                                       |
| <p>BUDGET INFORMATION<br/> <i>To be completed By Requesting Department and Finance</i></p>                         | <table border="1" data-bbox="316 619 1193 1018"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$40,000.45</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$40,000.45</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance - 2810</td> <td>FROM ACCT<br/>\$40,000.45</td> </tr> <tr> <td>TO: Grant Fund 010; DWI Wolf Pack 4289<br/>Overtime – 55030<br/>FICA – 55040</td> <td>TO ACCT<br/>\$37,157.87<br/>\$ 2,842.58</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/> Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$20,000.00<br/> Prior Year Actual Amount Spent (if applicable): continues to be used/billed through September 30,2014</p> | Amount authorized by this legislation this fiscal year: | \$40,000.45 | Amount previously authorized this fiscal year: | \$ | Total amount authorized after this legislative action: | \$40,000.45 | Amount budgeted for this item * (including transfers): | \$ | Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance - 2810 | FROM ACCT<br>\$40,000.45 | TO: Grant Fund 010; DWI Wolf Pack 4289<br>Overtime – 55030<br>FICA – 55040 | TO ACCT<br>\$37,157.87<br>\$ 2,842.58 |
| Amount authorized by this legislation this fiscal year:  | \$40,000.45   |   |             |  |    |  |             |  |    |  |                          |  |                                       |
| Amount previously authorized this fiscal year:   | \$  |   |             |  |    |  |             |  |    |  |                          |  |                                       |
| Total amount authorized after this legislative action:   | \$40,000.45   |   |             |  |    |  |             |  |    |  |                          |  |                                       |
| Amount budgeted for this item * (including transfers):   | \$  |   |             |  |    |  |             |  |    |  |                          |  |                                       |
| Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance - 2810 | FROM ACCT<br>\$40,000.45  |   |             |  |    |  |             |  |    |  |                          |  |                                       |
| TO: Grant Fund 010; DWI Wolf Pack 4289<br>Overtime – 55030<br>FICA – 55040   | TO ACCT<br>\$37,157.87<br>\$ 2,842.58   |   |             |  |    |  |             |  |    |  |                          |  |                                       |
| <p>PRIOR LEGISLATION</p>   | <p>Prior ordinances and (date): #4564 September 16, 2013</p> <p>Prior resolutions and (date):</p>   |   |             |  |    |  |             |  |    |  |                          |  |                                       |
| <p>CONTACT INFORMATION</p>   | <p>RLA drafted by (name, title, &amp; phone): Beverly Smith, Traffic Analyst (816)524-4302</p>  |   |             |  |    |  |             |  |    |  |                          |  |                                       |
| <p>REQUEST SUMMARY</p>   | <p>Accept and appropriate \$40,000.45 from the Undesignated Fund Balance for the Jackson County Sheriff's DWI/Wolf Pack-Saturation Patrol Overtime Enforcement Project #15-154-AL-042 and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety Division of the Missouri Department of Transportation. The grant is awarded in the amount of \$40,000.45.</p> <p>The grant requires no Matching Local Funds. The term of the grant is October 1, 2014 through September 30, 2015.</p> <p>There continues a need to provide the county with the DWI Enforcement in an effort to decrease the number of</p>   |   |             |  |    |  |             |  |    |  |                          |  |                                       |

injuries and fatalities due to the Impaired Driver. By increasing the current patrols with the high visibility of additional deputies during the evening and nighttime hours with the goal to decrease alcohol related deaths and serious injury crashes on our Jackson County roadways.

Please appropriate \$320,510.44 as follows:

|                  |                    |
|------------------|--------------------|
| FICA – 55040     | \$ 2,842.58        |
| Overtime – 55030 | \$37,157.87        |
| <b>Total</b>     | <b>\$40,000.45</b> |

**CLEARANCE**

Tax Clearance Completed (Purchasing & Department)

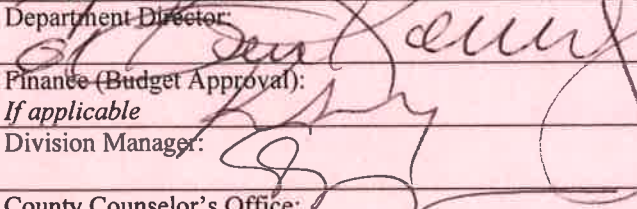
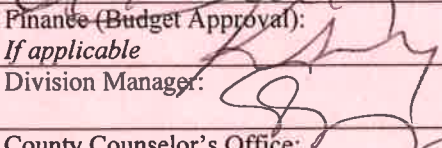
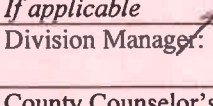
Business License Verified (Purchasing & Department)

Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)

**ATTACHMENTS**

Three (3) original DWI/Wolf Pack-Saturation Patrol Overtime Enforcement contract #15-154-AL-042 and one (1) copy accompanying announcement letter.

**REVIEW**

|   |   |               |
|---|---|---------------|
| Department Director:                        |  | Date: 8/27/14 |
| Finance (Budget Approval):<br>If applicable |  | Date: 9/9/14  |
| Division Manager:                           |  | Date: 9/11/14 |
| County Counselor's Office:                  |   | Date:         |

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

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

| Account Number: | Account Title:                        | Amount Not to Exceed: |
|-----------------|---------------------------------------|-----------------------|
| 010-2810        | Grant Fund- Undesignated Fund Balance | \$40,000.45           |

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



## Missouri Department of Transportation

830 MoDOT Drive  
P.O. Box 270  
Jefferson City, MO 65102  
573-751-4161  
1-800-800-2358  
Fax: 573-634-5977

August 01, 2014

Sheriff Mike Sharp  
Jackson County Sheriff's Office  
3310 N.E. Rennau Rd.  
Lee's Summit, MO 64064-2129

Dear Sheriff Sharp:

Enclosed is a contract between the Traffic and Highway Safety Division and the Jackson County Sheriff's Office for a Wolf Pack-Saturation Patrol project.

The project obligates \$40,000.45 in federal funds for the period October 01, 2014 through September 30, 2015. All expenditures should be claimed against project #15-154-AL-042.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. The Authorizing Official and Project Director signatures on the contract must be signed by two separate individuals. After signing, please return all pages of the contract to the Traffic and Highway Safety Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Marcus Holmes, Intermediate System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

Sincerely,



Leanna Depue, Ph.D.  
Highway Safety Director

Enclosure



**CONTRACT**

Form HS-1

Revision Reason: Wording

Version: 2

07/02/2014

**Missouri Department of Transportation  
Traffic and Highway Safety Division**  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
**Phone:** 573-751-4161  
**Fax:** 573-634-5977

**Project Title:** Wolf Pack-Saturation Patrol  
**Project Number:** 15-154-AL-042  
**Project Category:** Transfer  
**Program Area:** 154/164 Alcohol  
**Funding Source:** 154 AL / 20.607

**Name of Grantee**  
Jackson County Sheriff's Office

**Type of Project:** Initial

**Grantee County**  
Jackson

**Started:** 10/01/2014

**Grantee Address**  
3310 N.E. Rennau Rd.  
  
Lee's Summit, MO 64064-2129

**Federal Funds Benefiting**  
**State:**  
**Local:** \_\_\_\_\_ \$40,000.45  
**Total:** \$40,000.45

**Telephone**  
816-524-4302

**Fax**  
816-524-4340

**Source of Funds**  
**Federal:** \$40,000.45  
**State:**  
**Local:** \_\_\_\_\_ \$0.00  
**Total:** \$40,000.45

**Contract Period**  
**Effective:** 10/01/2014  
**Through:** 09/30/2015

**Prepared By**  
Holmes, Marcus

\_\_\_\_\_

**Authorizing Official** **Date**

\_\_\_\_\_

**Project Director** **Date**

\_\_\_\_\_

**Highway Safety Director** **Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$40,000.45** ; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

## CONTRACT CONDITIONS - PAGE 2

IN ORDER TO RECEIVE FEDERAL FUNDING, THE GRANTEE AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

**I. RELATIONSHIP:** The relationship of the Grantee to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Grantee.

### II. EQUIPMENT

**A. PROCUREMENT:** Grantee may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Grantees shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Grantee must have written approval from the MHTC prior to bid approval and purchase.
6. Grantees will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

**B. DISPOSITION:** The Grantee shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Grantee must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

**C. REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the grantee's previous twelve months authorized strength.

### III. FISCAL RESPONSIBILITY

**A. MAINTENANCE OF RECORDS:** The Grantee agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Grantee further agrees that the Missouri Department of Transportation (MoDOT) Traffic and Highway Safety (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Grantee pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

**B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Grantee for accomplishment of all authorized activities performed under this contract. Reimbursement proceeds: Grantee will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

**C. ACCOUNTING:** The Grantee shall maintainings will be initiated upon the receipt of a claim voucher and supporting documentation from the Grantee, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the contracting official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. Atain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Grantee must document the following: (1) Receipt of federal funds, (2) date and amount paid to officers, (3) officer's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

**D. OMB AUDIT:** If the Grantee expends five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the Grantee expends less than five hundred thousand dollars (\$500,000) a year, the Grantee may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities. Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

**IV. TERMINATION:** If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Grantee or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee-or its subcontractor under the provisions of this contract. The Grantee and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

### V. STATUTORY REQUIREMENTS

**A. COMPLIANCE:** The Grantee must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo—Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
3. Uniform Crime Reporting RSMo 43.505—Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS
4. Racial Profiling RSMo 590.650—Law enforcement agency to file a report to the Attorney General each calendar year



**CONTRACT CONDITIONS - PAGE 3**

**VI. PRODUCTION & DEVELOPMENT COSTS:** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

**VII. INDEMNIFICATION:** Option 1 below only applies to Cities, Counties and political subdivisions of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

**OPTION 1:**

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

**B.** The Grantee will require any contractor procured by the Grantee to work under this Agreement:

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

**OPTION 2:**

The Grantee shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's performance of its obligations under this Agreement.

**VIII. AMENDMENTS:** The Budget Proposal within this Agreement may be revised by the Grantee and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered. Prior to any revision being made to the Budget Proposal, Grantee shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Grantee and the MHTC.

**IX. MHTC REPRESENTATIVE:** The MoDOT Traffic and Highway Safety Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

**X. ASSIGNMENT:** The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

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

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

**XIII. SECTION HEADINGS:** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**XIV. NONSEGREGATED FACILITIES**

(Applicable to contracts over \$10,000) Grantee and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**XV. FUNDING ORIGATION AND AUDIT INFORMATION**

The National Highway Traffic Safety Administration (NHTSA) funds the following program areas:

| <u>Section</u> | <u>CFDA#</u> | <u>Program Title</u>   |
|----------------|--------------|--|
| 402            | 20.600       | State and Community Highway Safety Programs                          |
| 410            | 20.601       | Alcohol-Impaired Driving Countermeasures Incentive Grants I          |
| 154            | 20.607       | Alcohol Open Container Requirements                                  |
| 164            | 20.608       | Minimum Penalties for Repeat Offenders for Driving While Intoxicated |
| 408            | 20.610       | State Traffic Safety Information System Improvement Grants           |
| 1906           | 20.611       | Incentive Grant Program to Prohibit Racial Profiling                 |
| 2010           | 20.612       | Incentive Grant Program to Increase Motorcyclist Safety              |
| 2011           | 20.613       | Child Safety and Child Booster Seats Incentive Grant                 |
| 405b           | 20.616       | National Priority Safety Programs                                    |
| 405c           | 20.616       | National Priority Safety Programs                                    |
| 405d           | 20.616       | National Priority Safety Programs                                    |
| 405f           | 20.616       | National Priority Safety Programs                                    |



**XVI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)** The State will comply with FFATA guidance, *OMB Guidance on FFATA Subward and Executive Compensation Reporting*, August 27, 2010, ([https://www.fsr.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSR.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
  - 1. The entity in the preceding fiscal year received-
    - a. 80 percent or more of its annual gross revenues in Federal awards;
    - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
  - 2. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

**XVII. NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

**XVIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The grantee's policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- C. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  - 1. Abide by the terms of the statement.
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
  - 1. Taking appropriate personnel action against such an employee, up to and including termination.
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**XIX. BUY AMERICA ACT**

(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**XX. POLITICAL ACTIVITY (HATCH ACT)**

**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XXI. CERTIFICATION REGARDING FEDERAL LOBBYING**

**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance With Federal Register /Vol. 78, No. 15 /Wednesday, January 23, 2013 /Rules and Regulations 5027 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**XXII. RESTRICTION ON STATE LOBBYING**

**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**XXIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.



## CONTRACT CONDITIONS - PAGE 6

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. *Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

a. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(ii) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(iv) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

b. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause with 5028 Federal Register / Vol. 78, No. 15 / Wednesday, January 23, 2013 / Rules and Regulations "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### XXIV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## CONTRACT REQUIREMENTS

### THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING:

Agencies offering the MHTC-funded courses must adhere to the following standard elements required for training contracts.

A. A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.

B. Evaluation will be a 2-step process to include:

1. Student Evaluation of the training

a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.

b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.

## CONTRACT CONDITIONS - PAGE 7

2. Instructor evaluation of the students' comprehension and understanding of the material presented.

C. The grantee must provide a sign-up sheet for every class—a typed list of everyone who registered is not acceptable. The sign-up sheet must capture the following information:

1. Title of the class
2. Date(s) and location of class
3. Name of attendees
4. Signature of attendees
5. Business address, telephone number and/or email address of each attendee

D. Every effort should be made to enroll a minimum of fifteen (15) students per class.

E. Copies of the student evaluations, instructor evaluations, number of students enrolled/number of students attending, and participant sign-up sheets must be submitted to MHTC not later than thirty (30) days after the training has been conducted.

### THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:

#### A. PROBLEM IDENTIFICATION

Agency must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

#### B. PROJECT ACTIVITIES

1. Enforcement activities by the agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Agency should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: [www.modot.mo.gov/safety](http://www.modot.mo.gov/safety).
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Grantee will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Grantee will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

#### C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

#### D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Grantee at officer's standard rate of pay in accordance with Grantee policies and procedures regarding standard rate of pay and overtime rate of pay. The Grantee will not be reimbursed at the overtime rate for work that according to Grantee's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

#### E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.

#### F. SOBRIETY CHECKPOINTS

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

## PROBLEM IDENTIFICATION

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Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, especially those resulting in death or disabling injury. In the 2010-2012 period, 431,779 traffic crashes occurred in the State. Of those, 0.5% resulted in a fatality and 3.1% involved someone being seriously injured. During the same time period, there were 20,598 traffic crashes where one or more drivers and/or pedestrians were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers or pedestrians were impaired by alcohol or other drugs, 718 people were killed and another 2,821 were seriously injured.

According to the STARS reporting for 2010 - 2012 Jackson County ranks second in Missouri Drinking Involved Traffic Crashes with 2,162. And unfortunately for Jackson County we take the lead with 40 when it comes to the Fatal Crashes where Drinking has been involved. I 70 runs through three of the four Jackson County cities (Kansas City, Independence, and Blue Springs) listed as top ten cities having the most drinking related crashes. Lee's Summit ranked eighth and has 150, 50, 291 and I 470 as major roadways.

Jackson County, Kansas City Metro and the surrounding cities along with State of Kansas provides residents and travelers with array of year round opportunities to enjoy sporting events, arts, theater events, fine dining and other family activities. While attending these events and enjoying what Jackson County has to offer there needs to be more accountability to those making the decision to drink and drive. When the wrong choice is made, they are impacting the lives of people who happen to be driving that same street, highway or interstate.

Overtime funding is necessary to provide the additional law enforcement and non law enforcement personnel to attend the sobriety checkpoints, be responsible for the Task Force equipment needed for the operation of the checkpoints and provide administrative support.

Jackson County Sheriff's Office participates with the Kansas City Police Department when they host DWI Sobriety Checkpoints throughout the year as well as participating with Jackson County Traffic Safety Task Force Sobriety Checkpoints and Saturation Patrols in their cities (Sugar Creek, Grandview, Raytown, and Lee's Summit). With the number of committed participants needed to take on the hosting responsibility of a Checkpoint, we have been found lacking in the past.

According to STARS reporting summary for 2010 - 2013 the April, October and January have resulted the highest amount of Drinking Involved Traffic Crashes occurring Sunday, Saturday and Friday beginning at 1am, 2am and midnight crashes being more frequent.

With the changing laws, policies and procedures and staffing within the DWI Unit, attendance at LETSAC has proven to be beneficial to all who participate at the training conference from the department.



## GOALS/OBJECTIVES

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### Goal:

To decrease fatalities involving drivers with .08 BAC or greater by 2% annually to:

- 253 by 2011
- 248 by 2012
- 243 by 2013
- 238 by 2014

### Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints.

Targeted population - Impaired drivers

2. Enforcement locations - While the largest amount of Drinking Involved Crashes tend to occur on city streets, we need to remain mindful of the large numbers of crashes occurring on I 70 and 470, US 40 and 71. While the cities have local enforcement efforts, they may not have the necessary staffing or overtime funding to handle an increase in enforcement. The County Roadways rely on only the Sheriff's Office to respond to their needs. Like the Missouri Highway Patrol the Sheriff's Office has jurisdiction throughout the County.

3. Number of Officers assigned to each enforcement period - Ten Deputies / Sgt and two non-law enforcement personnel.

4. Time of Enforcement - 2200 - 0400

5. Duration of each Enforcement - 6 or 8 hour.

6. Days of the week selected for Enforcement periods - Crash data supports the weekend need, but special events may require additional days

7. Months - All year.

8. Additional projects description:

a. DWI Checkpoint - continue participating with KCPD at their Sobriety Checkpoints with a goal of twelve as Overtime Enforcement for monitoring Impaired Drivers..

b. Task Force Enforcements - continue participating in Sobriety Checkpoints and Saturation Patrols with Jackson County Traffic Safety Task Force Agencies in their communities/cities through Mutual Agreement.

c. Provide agencies hosting DWI enforcement events, access to the Task Force equipment throughout Jackson County, through overtime funding of non law enforcement personnel.

d. DWI Patrols - The concentration of law enforcement vehicles is a highly visible means of educating the general public to our goal of removing Impaired Drivers from our roadways throughout Jackson County.

e. Saturation Patrols - participating in operating additional enforcement in area surrounding Kansas City or other cities during a Sobriety Checkpoint throughout Jackson County when agency has requested our presence to supplement their enforcement.

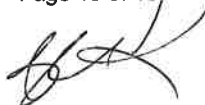
f. The use of non law enforcement personnel to transport, set up, maintain necessary equipment for command center operation, checkpoint set up and to access, record and report pertinent data of incidents and arrest.

g. To assist smaller cities in planning, setting up and conducting DWI Enforcement in their area - Checkpoint or Saturation Patrol, which ever is most likely to be productive and impact their community through Jackson County Traffic Safety Task Force.

## PROJECT DESCRIPTION

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Project Description information will be captured in the supplemental section.

A handwritten signature in black ink, appearing to be the initials 'B.A.' followed by a stylized flourish.

## SUPPLEMENTAL INFORMATION

### Question

### Answer

You must answer the following questions.

- |   |     |
|---|-----|
| 1 Does your agency have an internal safety belt policy for all personnel? | Yes |
| 2 Does your agency report racial profiling data annually?                 | Yes |
| 3 Does your agency report to STARS?                                       | Yes |
| 4 Does your agency report UCR information annually?                       | Yes |
| 5 Please explain any NO answer(s) to questions 1-4:                       |     |

Please use the most current 12-months of data available for answering questions 6-11.

- |   |      |
|---|------|
| 6 Total number of DWI violations written.                       | 134  |
| 7 Total number of speeding violations written.                  | 4538 |
| 8 Total number of HMMV violations written.                      | 1450 |
| 9 Total number of child safety/booster seat violations written. | 42   |
| 10 Total number of safety belt violations written.              | 278  |
| 11 Total number of sobriety checkpoints hosted.                 | 0    |

Use the most current three years crash data for questions 12-22.

- |   |       |
|---|-------|
| 12 Total number of traffic crashes.   | 61402 |
| 13 Total number of traffic crashes resulting in a fatality.                       | 210   |
| 14 Total number of traffic crashes resulting in a serious injury.                 | 1600  |
| 15 Total number of speed-related traffic crashes.                                 | 9221  |
| 16 Total number of speed-related traffic crashes resulting in a fatality.         | 87    |
| 17 Total number of speed-related traffic crashes resulting in a serious injury.   | 422   |
| 18 Total number of alcohol-related traffic crashes.                               | 2162  |
| 19 Total number of alcohol-related traffic crashes resulting in a fatality.       | 40    |
| 20 Total number of alcohol-related traffic crashes resulting in a serious injury. | 190   |

|  |     |
|--|-----|
| 21 Total number of unbuckled fatalities.       | 81  |
| 22 Total number of unbuckled serious injuries. | 338 |

Enter your agency's information below.

|  |     |
|--|-----|
| 23 Total number of commissioned law enforcement officers.                                    | 115 |
| 24 Total number of commissioned patrol and traffic officers.                                 | 35  |
| 25 Total number of commissioned law enforcement officers available for overtime enforcement. | 85  |
| 26 Total number of vehicles available for enforcement.                                       | 39  |
| 27 Total number of radars/lasers.  | 25  |
| 28 Total number of in-car video cameras.   | 15  |
| 29 Total number of PBT's.  | 6   |
| 30 Total number of Breathalyzers.  | 4   |

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

31 Identify the primary enforcement locations.

Crash locations from STARS report 2013 involving Alcohol:  
 Mo 7, 150, 71, F,350, 78, 291; US 40, 24, 50; I 70,470,49; Woods Chapel, Blue Ridge, Hardesty, Prospect,  
 Wornall, Truman, 77th, Kentucky, SW Trafficway  
 subject to additional locations deemed problem areas.

32 Enter the months in which enforcement will be conducted.

January - December

33 Enter the number of enforcement periods your agency will conduct each month. 1

34 Enter the days of the week in which enforcement will be conducted.

primarily Thursday evenings through Sunday morning.  
 subject to additional days for specific events.

35 Enter the time of day in which enforcement will be conducted.

primarily 2200 - 0400  
 subject to change to comply with specific needs and issues

36 Enter the number of officers assigned during the enforcement period. 12

37 If equipment, promotional items, or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

N/A

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.



## ADDITIONAL FUNDING SOURCES

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|                                       |              |                       |
|---------------------------------------|--------------|-----------------------|
| Aggressive Driving - Destination Safe | \$5,000.00   | 7/1/2013-5/1/2014     |
| Deputy Sheriff Salary Supplement Fund |              | 7/1/2013-6/30/2014    |
| HIDTA - Hager                         | G13MW0003A   | 1/1/2013-12/31/2014   |
| HIDTA - Kelley                        | G13MWE0003A  | 1/1/2013-12/31/2014   |
| Safe Routes to School Hickman Mills   | \$15,436.94  | 8/18/2010-6/6/2014    |
| Safe Routes to School Indiana Creek   | \$16,707.50  | 8/18/2010-6/6/2014    |
| Work Zone                             | \$17,700.00  | 7/1/2013-12/31/2014   |
| JAG 2011-DJ-BX-3182                   |              | 10/01/2010-09/30/2014 |
| JAG 2010-DJ-BX-0399                   |              | 10/01/2009-9/30/2014  |
| Seatbelt Enforc. MoDOT                | \$16,552.00  | 10/01/2013-09/30/2014 |
| Wolf Pack Enforc MoDOT                | \$20,000.00  | 10/01/2013-09/30/2014 |
| Sobriety Ckpt Enforc MoDOT            | \$35,780.00  | 10/01/2013-09/30/2014 |
| Hazardous Moving Enforc MoDOT         | \$20,000.00  | 10/01/2013-09/30/2014 |
| DWI Unit Equipment MoDOT              | \$70,000.00  | 10/01/2013-09/30/2014 |
| DWI Salary and Cameras MoDOT          | \$182,176.07 | 10/01/2013-09/30/2014 |



**BUDGET**

| <b>Category</b>       | <b>Item</b>         | <b>Description</b>  | <b>Quantity</b> | <b>Cost</b> | <b>Total</b> | <b>Local</b> | <b>Total Requested</b> |
|-----------------------|---------------------|---|-----------------|-------------|--------------|--------------|------------------------|
| <b>Personnel</b>      |                     |   |                 |             |              |              |                        |
|                       | Overtime and Fringe | Overtime for 12 law enforcement + FICA.   | 1,008.77        | \$37.67     | \$38,000.37  | \$0.00       | \$38,000.37            |
|                       | Overtime and Fringe | Non-law enforcement personnel for Data Recording / Analysis, Equipment Management, Command Center Set and Dedicated Dispatch Specialist | 86.96           | \$23.00     | \$2,000.08   | \$0.00       | \$2,000.08             |
|                       |                     |   |                 |             | \$40,000.45  | \$0.00       | \$40,000.45            |
| <b>Total Contract</b> |                     |   |                 |             | \$40,000.45  | \$0.00       | \$40,000.45            |



## ATTACHMENTS

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Document Type

Description

Original File Name

Date Added

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

**AN ORDINANCE** transferring \$160,255.00 within the 2014 Special Road and Bridge Fund, and appropriating \$320,510.00 from the undesignated fund balance of the 2014 Grant Fund in acceptance of the Jackson County Sheriff's Office's DWI/Traffic Safety Unit Salary Grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds.

**ORDINANCE NO. 4662**, September 15, 2014

**INTRODUCED BY** Theresa Garza Ruiz, County Legislator

WHEREAS, the Sheriff's Office has been awarded a grant in the amount of \$160,255.00 by the Missouri Department of Transportation, Traffic and Highway Safety Division, for the purpose of funding a five-person DWI/Traffic Safety Unit consisting of one sergeant and four deputies for the period of October 1, 2014, to September 30, 2013; and,

WHEREAS, the grant is subject to a local match in the amount of \$160,255.00; and,

WHEREAS, the Sheriff recommends the acceptance of this grant and the execution of an agreement with the Missouri Department of Transportation, Traffic and Highway Safety Division; and,

WHEREAS, a transfer and appropriation are necessary to place the grant and matching funds in the proper spending accounts; now therefore,

**BE IT ORDAINED** by the County Legislature of Jackson County, Missouri, that the

following transfer and appropriation be and hereby are made:

| <u>DEPARTMENT/DIVISION</u>                    | <u>CHARACTER/DESCRIPTION</u>    | <u>FROM</u> | <u>TO</u> |
|---|---------------------------------|-------------|-----------|
| Special Road & Bridge Fund<br>Sheriff's Dept. |                                 |             |           |
| 004-4201                                      | 56798 - Grant Match             | \$160,255   |           |
| 004-9100                                      | 56105 - Operating Transfers Out |             | \$160,255 |
| Grant Fund<br>Traffic Unit Grant              |                                 |             |           |
| 010-4266                                      | 45370 - Increase Revenues       | \$160,255   |           |
| 010-4266                                      | 47070 - Operating Transfers In  | \$160,255   |           |
| 010-2810                                      | Undesignated Fund Balance       |             | \$320,510 |
| 010-2810                                      | Undesignated Fund Balance       | \$320,510   |           |
| 010-4266                                      | 55010 - Regular Salaries        |             | \$222,000 |
| 010-4266                                      | 55030 - Overtime                |             | \$ 17,200 |
| 010-4266                                      | 55040 - FICA                    |             | \$ 18,299 |
| 010-4266                                      | 55050 - Pension                 |             | \$ 21,528 |
| 010-4266                                      | 55060 - Health Insurance        |             | \$ 41,483 |

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached agreement with the Missouri Department of Transportation, Traffic and Highway Safety Division.

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

APPROVED AS TO FORM:



Senior Deputy County Counselor

County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4662 introduced on September 15, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 4662.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 004 4201 56798  
ACCOUNT TITLE: Special Road & Bridge Fund  
Sheriff's Department  
Grant Match  
NOT TO EXCEED: \$160,255.00

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

ACCOUNT NUMBER: 010 2810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$320,510.00

September 10, 2014  
Date

  
Director of Finance and Purchasing

**REQUEST FOR LEGISLATIVE ACTION**

Completed by County Counselor's Office:

~~RES~~ Ord No.: 4662

Sponsor(s): Theresa Garza Ruiz

Date: September 15, 2014

|  |  |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |
|--|--|---|--------------|--|----|--|--------------|--|----|--|---------------------------|------------------------------|--------------|---------------------------------------|---------|----------------|--------------|--------------|--------------|-----------------|--------------|--------------------------|--------------|------------------|--------------|
| <p><b>SUBJECT</b></p>  | <p>Action Requested<br/> <input type="checkbox"/> Resolution<br/> <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Sheriff's Office DWI/Traffic Safety Unit Salary Grant. An Ordinance to appropriate \$160,255.22 from the Undesignated Fund Balance, \$160,255.22 from the Sheriff's Office Grant Matching Fund and to authorize the County Executive to execute an agreement with the Missouri Traffic and Highway Safety Division, in acceptance of a grant awarded by the Missouri Department of Transportation to the Sheriff's Office.</p>  |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |
| <p><b>BUDGET INFORMATION</b><br/> <i>To be completed By Requesting Department and Finance</i></p>                  | <table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$320,510.44</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$320,510.44</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance - 2810</td> <td>FROM ACCT<br/>\$160,255.22</td> </tr> <tr> <td>Matching Fund 004-4201-56798</td> <td>\$160,255.22</td> </tr> <tr> <td>TO: Grant Fund 010; DWI Unit - 4266 ;</td> <td>TO ACCT</td> </tr> <tr> <td>Salary – 55010</td> <td>\$222,000.00</td> </tr> <tr> <td>FICA – 55040</td> <td>\$ 18,299.00</td> </tr> <tr> <td>Pension – 55050</td> <td>\$ 21,528.00</td> </tr> <tr> <td>Health Insurance – 55060</td> <td>\$ 41,483.44</td> </tr> <tr> <td>Overtime - 55030</td> <td>\$ 17,200.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/>         Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$364,352.14<br/>         Prior Year Actual Amount Spent (if applicable): continues to be used/billed through September 30,2014</p> | Amount authorized by this legislation this fiscal year: | \$320,510.44 | Amount previously authorized this fiscal year: | \$ | Total amount authorized after this legislative action: | \$320,510.44 | Amount budgeted for this item * (including transfers): | \$ | Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance - 2810 | FROM ACCT<br>\$160,255.22 | Matching Fund 004-4201-56798 | \$160,255.22 | TO: Grant Fund 010; DWI Unit - 4266 ; | TO ACCT | Salary – 55010 | \$222,000.00 | FICA – 55040 | \$ 18,299.00 | Pension – 55050 | \$ 21,528.00 | Health Insurance – 55060 | \$ 41,483.44 | Overtime - 55030 | \$ 17,200.00 |
| Amount authorized by this legislation this fiscal year:  | \$320,510.44   |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |
| Amount previously authorized this fiscal year:   | \$   |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |
| Total amount authorized after this legislative action:   | \$320,510.44   |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |
| Amount budgeted for this item * (including transfers):   | \$   |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |
| Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance - 2810 | FROM ACCT<br>\$160,255.22  |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |
| Matching Fund 004-4201-56798   | \$160,255.22   |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |
| TO: Grant Fund 010; DWI Unit - 4266 ;  | TO ACCT  |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |
| Salary – 55010   | \$222,000.00   |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |
| FICA – 55040   | \$ 18,299.00   |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |
| Pension – 55050  | \$ 21,528.00   |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |
| Health Insurance – 55060   | \$ 41,483.44   |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |
| Overtime - 55030   | \$ 17,200.00   |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |
| <p><b>PRIOR LEGISLATION</b></p>  | <p>Prior ordinances and (date): #4561 August 29, 2013</p> <p>Prior resolutions and (date):</p>   |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |
| <p><b>CONTACT INFORMATION</b></p>  | <p>RLA drafted by (name, title, &amp; phone): Beverly Smith, Traffic Analyst (816)524-4302</p>   |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |
| <p><b>REQUEST SUMMARY</b></p>  | <p>Accept and appropriate \$160,255.22 from the Undesignated Fund Balance for the Jackson County Sheriff's DWI/Traffic Unit Salary Project #15-154-AL-041 and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety Division of the Missouri Department of Transportation. The grant is awarded in the amount of \$160,255.22 – 50% of the salary and fringe benefits for one (1) Sergeant and four (4) Deputies (which comprise the Jackson County Sheriff's DWI/Traffic Unit) .</p>  |   |              |  |    |  |              |  |    |  |                           |                              |              |                                       |         |                |              |              |              |                 |              |                          |              |                  |              |

The grant requires Matching Local Funds of \$160,255.22. The term of the grant is October 1, 2014 through September 30, 2015.

There continues a need to provide the county with the DWI/Traffic Enforcement in an effort to decrease the number of injuries and fatalities due to the Impaired Driver.

Please appropriate \$320,510.44 as follows:

|                          |                     |
|--------------------------|---------------------|
| Salary – 55010           | \$222,000.00        |
| FICA – 55040             | 18,299.00           |
| Health Insurance – 55060 | 41,483.44           |
| Overtime – 55030         | 17,200.00           |
| Pension – 55050          | 21,528.00           |
| <b>Total</b>             | <b>\$320,510.44</b> |

**CLEARANCE**

Tax Clearance Completed (Purchasing & Department)

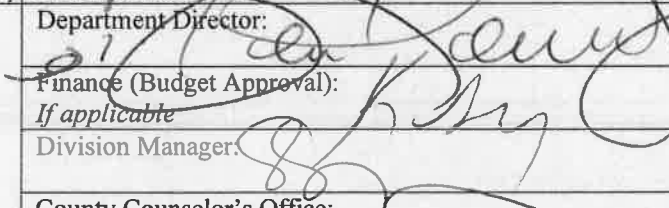
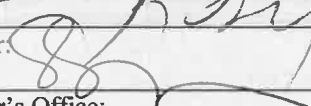
Business License Verified (Purchasing & Department)

Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)

**ATTACHMENTS**

Three (3) original DWI/Traffic Unit Salary contract #15-154-AL-041 and one (1) copy accompanying announcement letter.

**REVIEW**

|   |   |                 |
|---|---|-----------------|
| Department Director:                        |   | Date: 8/24/2014 |
| Finance (Budget Approval):<br>If applicable |   | Date: 9/9/14    |
| Division Manager:                           |  | Date: 9/11/14   |
| County Counselor's Office:                  |   | Date:           |

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

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

| Account Number: | Account Title:                        | Amount Not to Exceed: |
|-----------------|---------------------------------------|-----------------------|
| 010-2810        | Grant Fund- Undesignated Fund Balance | \$160,255.22          |
| 004-4201-56798  | Matching Funds                        | \$160,255.22          |

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

## Supplemental Appropriation Request Jackson County, Missouri

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

Date: September 10, 2014

ORD #662

| <u>Department / Division</u>        | <u>Character/Description</u>    | <u>From</u>    | <u>To</u>      |
|-------------------------------------|---------------------------------|----------------|----------------|
| <b>Road &amp; Bridge Fund - 004</b> |                                 |                |                |
| 4201 - Sheriff's Department         | 56798 - Grant Match             | 160,255        |                |
| 9100 - Operating Transfers          | 56105 - Operating Transfers Out |                | 160,255        |
| <b>Grant Fund - 010</b>             |                                 |                |                |
| 4266 - Traffic Safety Unit Grant    | 45370 - Increase Revenues       | 160,255        |                |
| 4266 - Traffic Safety Unit Grant    | 47070 - Operating Transfers In  | 160,255        |                |
| 2810                                | Undesignated Fund Balance       |                | 320,510        |
| 2810                                | Undesignated Fund Balance       | 320,510        |                |
| 4266 - Traffic Safety Unit Grant    | 55010 - Regular Salaries        |                | 222,000        |
| 4266 - Traffic Safety Unit Grant    | 55040 - FICA                    |                | 18,299         |
| 4266 - Traffic Safety Unit Grant    | 55050 - Pension                 |                | 21,528         |
| 4266 - Traffic Safety Unit Grant    | 55060 - Health Insurance        |                | 41,483         |
| 4266 - Traffic Safety Unit Grant    | 55030 - Overtime                |                | 17,200         |
| <b>Budgeting</b>                    |                                 | <b>320,510</b> | <b>320,510</b> |

Missouri Department of Transportation

830 MoDOT Drive  
P.O. Box 270  
Jefferson City, MO 65102  
573-751-4161  
1-800-800-2358  
Fax: 573-634-5977

August 01, 2014

Sheriff Mike Sharp  
Jackson County Sheriff's Office  
3310 N.E. Rennau Rd.  
Lee's Summit, MO 64064-2129

Dear Sheriff Sharp:

Enclosed is a contract between the Traffic and Highway Safety Division and the Jackson County Sheriff's Office for a DWI Unit Salary project.

The project obligates \$160,255.22 in federal funds for the period October 01, 2014 through September 30, 2015. All expenditures should be claimed against project #15-154-AL-041.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. The Authorizing Official and Project Director signatures on the contract must be signed by two separate individuals. After signing, please return all pages of the contract to the Traffic and Highway Safety Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Marcus Holmes, Intermediate System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

Sincerely,



Leanna Depue, Ph.D.  
Highway Safety Director

Enclosure



**CONTRACT**

Form HS-1                      **Revision Reason:** Wording    **Version:** 2    07/02/2014

|  |              |  |            |              |              |                        |  |
|--|--------------|--|------------|--------------|--------------|------------------------|--|
| <b>Missouri Department of Transportation</b><br><b>Traffic and Highway Safety Division</b><br>P.O. Box 270<br>830 MoDOT Drive<br>Jefferson City, MO 65102<br><b>Phone:</b> 573-751-4161<br><b>Fax:</b> 573-634-5977  |              | <b>Project Title:</b> DWI Unit Salary<br><b>Project Number:</b> 15-154-AL-041<br><b>Project Category:</b> Transfer<br><b>Program Area:</b> 154/164 Alcohol<br><br><b>Funding Source:</b> 154 AL / 20.607 |            |              |              |                        |  |
| <b>Name of Grantee</b><br>Jackson County Sheriff's Office  |              | <b>Type of Project:</b> Initial<br><b>Started:</b> 10/01/2014  |            |              |              |                        |  |
| <b>Grantee County</b><br>Jackson   |              | <b>Federal Funds Benefiting</b>  |            |              |              |                        |  |
| <b>Grantee Address</b><br>3310 N.E. Rennau Rd.<br><br>Lee's Summit, MO 64064-2129  |              | <b>State:</b><br><b>Local:</b> _____ \$160,255.22<br><b>Total:</b> \$160,255.22  |            |              |              |                        |  |
| <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;"><b>Telephone</b></td> <td style="width:50%; text-align: center;"><b>Fax</b></td> </tr> <tr> <td style="text-align: center;">816-524-4302</td> <td style="text-align: center;">816-524-4340</td> </tr> </table> |              | <b>Telephone</b>   | <b>Fax</b> | 816-524-4302 | 816-524-4340 | <b>Source of Funds</b> |  |
| <b>Telephone</b>   | <b>Fax</b>   |  |            |              |              |                        |  |
| 816-524-4302   | 816-524-4340 |  |            |              |              |                        |  |
| <b>Contract Period</b><br><b>Effective:</b> 10/01/2014<br><b>Through:</b> 09/30/2015   |              | <b>Prepared By</b><br>Holmes, Marcus   |            |              |              |                        |  |

|                                |             |
|--------------------------------|-------------|
| <b>Authorizing Official</b>    | <b>Date</b> |
| <b>Project Director</b>        | <b>Date</b> |
| <b>Highway Safety Director</b> | <b>Date</b> |

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$160,255.22** ; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

## CONTRACT CONDITIONS - PAGE 2

IN ORDER TO RECEIVE FEDERAL FUNDING, THE GRANTEE AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

**I. RELATIONSHIP:** The relationship of the Grantee to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Grantee.

### II. EQUIPMENT

**A. PROCUREMENT:** Grantee may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Grantees shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Grantee must have written approval from the MHTC prior to bid approval and purchase.
6. Grantees will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

**B. DISPOSITION:** The Grantee shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Grantee must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

**C. REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the grantee's previous twelve months authorized strength.

### III. FISCAL RESPONSIBILITY

**A. MAINTENANCE OF RECORDS:** The Grantee agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Grantee further agrees that the Missouri Department of Transportation (MoDOT) Traffic and Highway Safety (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Grantee pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

**B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Grantee for accomplishment of all authorized activities performed under this contract. Reimbursement proceeds: Grantee will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

**C. ACCOUNTING:** The Grantee shall maintainings will be initiated upon the receipt of a claim voucher and supporting documentation from the Grantee, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the contracting official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. Atain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Grantee must document the following: (1) Receipt of federal funds, (2) date and amount paid to officers, (3) officer's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

**D. OMB AUDIT:** If the Grantee expends five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the Grantee expends less than five hundred thousand dollars (\$500,000) a year, the Grantee may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities. Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

**IV. TERMINATION:** If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Grantee or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee or its subcontractor under the provisions of this contract. The Grantee and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

### V. STATUTORY REQUIREMENTS

**A. COMPLIANCE:** The Grantee must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo—Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
3. Uniform Crime Reporting RSMo 43.505—Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS
4. Racial Profiling RSMo 590.650—Law enforcement agency to file a report to the Attorney General each calendar year



**CONTRACT CONDITIONS - PAGE 3**

**VI. PRODUCTION & DEVELOPMENT COSTS:** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

**VII. INDEMNIFICATION:** Option 1 below only applies to Cities, Counties and political subdivisions of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

**OPTION 1:**

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

B. The Grantee will require any contractor procured by the Grantee to work under this Agreement:

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

**OPTION 2:**

The Grantee shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's performance of its obligations under this Agreement.

**VIII. AMENDMENTS:** The Budget Proposal within this Agreement may be revised by the Grantee and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered. Prior to any revision being made to the Budget Proposal, Grantee shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Grantee and the MHTC.

**IX. MHTC REPRESENTATIVE:** The MoDOT Traffic and Highway Safety Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

**X. ASSIGNMENT:** The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

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

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

**XIII. SECTION HEADINGS:** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**XIV. NONSEGREGATED FACILITIES**

(Applicable to contracts over \$10,000) Grantee and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**XV. FUNDING ORIGATION AND AUDIT INFORMATION**

The National Highway Traffic Safety Administration (NHTSA) funds the following program areas:

| <u>Section</u> | <u>CFDA#</u> | <u>Program Title</u>   |
|----------------|--------------|--|
| 402            | 20.600       | State and Community Highway Safety Programs                          |
| 410            | 20.601       | Alcohol-Impaired Driving Countermeasures Incentive Grants I          |
| 154            | 20.607       | Alcohol Open Container Requirements                                  |
| 164            | 20.608       | Minimum Penalties for Repeat Offenders for Driving While Intoxicated |
| 408            | 20.610       | State Traffic Safety Information System Improvement Grants           |
| 1906           | 20.611       | Incentive Grant Program to Prohibit Racial Profiling                 |
| 2010           | 20.612       | Incentive Grant Program to Increase Motorcyclist Safety              |
| 2011           | 20.613       | Child Safety and Child Booster Seats Incentive Grant                 |
| 405b           | 20.616       | National Priority Safety Programs                                    |
| 405c           | 20.616       | National Priority Safety Programs                                    |
| 405d           | 20.616       | National Priority Safety Programs                                    |
| 405f           | 20.616       | National Priority Safety Programs                                    |

**XVI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)** The State will comply with FFATA guidance, *OMB Guidance on FFATA Subward and Executive Compensation Reporting*, August 27, 2010, ([https://www.fsr.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRs.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
  - 1. The entity in the preceding fiscal year received-
    - a. 80 percent or more of its annual gross revenues in Federal awards;
    - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
  - 2. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

**XVII. NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

**XVIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The grantee's policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- C. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  - 1. Abide by the terms of the statement.
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
  - 1. Taking appropriate personnel action against such an employee, up to and including termination.
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**XIX. BUY AMERICA ACT**

(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**CONTRACT CONDITIONS - PAGE 5**

**XX. POLITICAL ACTIVITY (HATCH ACT)**

**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XXI. CERTIFICATION REGARDING FEDERAL LOBBYING**

**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that: 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance With Federal Register /Vol. 78, No. 15 /Wednesday, January 23, 2013 /Rules and Regulations 5027 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**XXII. RESTRICTION ON STATE LOBBYING**

**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**XXIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

**CONTRACT CONDITIONS - PAGE 6**

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. *Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

- a. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - (I) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (II) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - (III) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (iv) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause with 5028 Federal Register / Vol. 78, No. 15 / Wednesday, January 23, 2013 / Rules and Regulations "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**XXIV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CONTRACT REQUIREMENTS**

**THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING:**

Agencies offering the MHTC-funded courses must adhere to the following standard elements required for training contracts.

A. A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.

B. Evaluation will be a 2-step process to include:

- 1. Student Evaluation of the training
  - a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
  - b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.

**CONTRACT CONDITIONS - PAGE 7**

2. Instructor evaluation of the students' comprehension and understanding of the material presented.

C. The grantee must provide a sign-up sheet for every class-a typed list of everyone who registered is not acceptable. The sign-up sheet must capture the following information:

1. Title of the class
2. Date(s) and location of class
3. Name of attendees
4. Signature of attendees
5. Business address, telephone number and/or email address of each attendee

D. Every effort should be made to enroll a minimum of fifteen (15) students per class.

E. Copies of the student evaluations, instructor evaluations, number of students enrolled/number of students attending, and participant sign-up sheets must be submitted to MHTC not later than thirty (30) days after the training has been conducted.

**THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:**

**A. PROBLEM IDENTIFICATION**

Agency must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

**B. PROJECT ACTIVITIES**

1. Enforcement activities by the agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Agency should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: [www.modot.mo.gov/safety](http://www.modot.mo.gov/safety).
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Grantee will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Grantee will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

**C. PARTNERSHIPS**

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

**D. ALLOWABLE COSTS**

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Grantee at officer's standard rate of pay in accordance with Grantee policies and procedures regarding standard rate of pay and overtime rate of pay. The Grantee will not be reimbursed at the overtime rate for work that according to Grantee's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

**E. DRUNK DRIVING ENFORCEMENT PROJECTS**

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.

**F. SOBRIETY CHECKPOINTS**

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

## PROBLEM IDENTIFICATION

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Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, especially those resulting in death or disabling injury. In the 2010-2012 period, 431,779 traffic crashes occurred in the State. Of those, 0.5% resulted in a fatality and 3.1% involved someone being seriously injured. During the same time period, there were 20,598 traffic crashes where one or more drivers and/or pedestrians were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers or pedestrians were impaired by alcohol or other drugs, 718 people were killed and another 2,821 were seriously injured.

According to the STARS reporting for 2010 - 2012 Jackson County ranks second in Missouri Drinking Involved Traffic Crashes with 2,162. And unfortunately for Jackson County we take the lead with 40 when it comes to the Fatal Crashes where Drinking has been involved. I 70 runs through three of the four Jackson County cities (Kansas City, Independence, and Blue Springs) listed as top ten cities having the most drinking related crashes. Lee's Summit ranked eighth and has 150, 50, 291 and I 470 as major roadways.

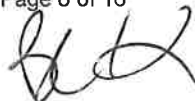
Jackson County, Kansas City Metro and the surrounding cities along with State of Kansas provides residents and travelers with array of year round opportunities to enjoy sporting events, arts, theater events, fine dining and other family activities. While attending these events and enjoying what Jackson County has to offer there needs to be more accountability to those making the decision to drink and drive. When the wrong choice is made, they are impacting the lives of people who happen to be driving that same street, highway or interstate.

Overtime funding is necessary to provide the additional law enforcement and non law enforcement personnel to attend the sobriety checkpoints, be responsible for the Task Force equipment needed for the operation of the checkpoints and provide administrative support.

Jackson County Sheriff's Office DWI Unit participates with the Kansas City Police Department when they host DWI Sobriety Checkpoints throughout the year as well as participating with Jackson County Traffic Safety Task Force Sobriety Checkpoints and Saturation Patrols in their cities (Sugar Creek, Grandview, Raytown, and Lee's Summit). With the number of committed participants needed to take on the hosting responsibility of a Checkpoint, we have been found lacking in the past.

Due to manpower shortages, the DWI Unit has been called upon to add additional support when called upon to add additional support when called upon by the Sheriff for extra duties.

According to STARS reporting summary for 2010 - 2013 the April, October and January have resulted the highest amount of Drinking Involved Traffic Crashes occurring Sunday, Saturday and Friday beginning at 1am, 2am and midnight crashes being more frequent.



## GOALS/OBJECTIVES

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### Goal:

To decrease fatalities involving drivers with .08 BAC or greater by 2% annually to:

- 253 by 2011
- 248 by 2012
- 243 by 2013
- 238 by 2014

### Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
  2. Participate in the quarterly impaired driving enforcement campaigns
  3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints.
- 
1. Targeted population - By targeting all drivers you will increase your contacts and opportunities to observe the impaired driver.
  2. Enforcement locations - While the largest amount of drinking involved crashes tend to occur on city streets, we need to remain mindful of the large numbers of crashes occurring on I 70, I 470, US 40 and US 71. Cities have local enforcement efforts on the interstate, US and State Highways along with the assistance from the Missouri Highway Patrol, which stretching across multiple counties with their enforcement efforts. The County Roadways rely on only the Sheriff's Office to respond to their needs. Like the Missouri Highway Patrol the Sheriff's Office has jurisdiction throughout the County.
  3. Number of officers assigned to each enforcement period - 4 Deputies and 1 Sergeant are assigned to the DWI Unit.
  4. Time of Enforcement - Beginning in November 2013 all 5 members of the DWI Unit are assigned to 1800 - 0400.
  5. Duration of each Enforcement - 10 hour shift.
  6. Days of the week selected for Enforcement periods - beginning November 2013 all 5 members are on a rotating schedule of nights - working on Thursday and Friday or Saturday and Sunday night combination.
  7. Months - All year.
  8. Additional projects description:
    - a. DWI checkpoint - continue participating with KCPD at their sobriety checkpoints with a goal of twelve as overtime Enforcement for monitoring impaired drivers..
    - b. Task Force Enforcements - continue participating in sobriety checkpoints and saturation patrols with Jackson County Traffic Safety Task Force Agencies in their communities / cities through mutual agreement
    - c. Educational Projects - Deputies are available to make presentation to the Junior Deputy Program at area schools, Citizen Police Academies, Neighborhood Watch, private corporations, Public Service, etc. The deputy will be responsible for the organization and preparation.
    - d. DWI Patrols - The concentration of law enforcement vehicles is a highly visible means of educating the general public to our goal of removing Impaired Drivers from our roadways.
    - e. Saturation Patrols - participating in operating additional enforcement in area surrounding Kansas City or other cities during a Sobriety Checkpoint throughout Jackson County when agency has requested our presence to supplement their enforcement.
    - f. This Deputies in this Unit are not assigned a specific area or district as the Patrol Units have been and they are not required to respond to Calls for Service - unless a call for back up is requested - which would prompt them to respond. The Unit will assist Patrol Deputy when requested to assist with a DWI/DUI incident.
    - g. The Unit has been available at the direction of the Sheriff to respond to citizen complaints of HMV and to School Bus Driver complaints on student safety issues during loading and unloading the children.



## PROJECT DESCRIPTION

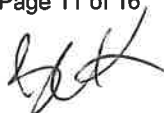
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Project Description information will be captured in the supplemental section.

A handwritten signature in black ink, appearing to be the initials 'BK' or similar, located at the bottom center of the page.

## SUPPLEMENTAL INFORMATION

| <u>Question</u>   | <u>Answer</u> |
|---|---------------|
| You must answer the following questions.  |               |
| 1 Does your agency have an internal safety belt policy for all personnel?             | Yes           |
| 2 Does your agency report racial profiling data annually?                             | Yes           |
| 3 Does your agency report to STARS?   | Yes           |
| 4 Does your agency report UCR information annually?                                   | Yes           |
| 5 Please explain any NO answer(s) to questions 1-4:                                   |               |
| Please use the most current 12-months of data available for answering questions 6-11. |               |
| 6 Total number of DWI violations written.   | 134           |
| 7 Total number of speeding violations written.  | 4538          |
| 8 Total number of HMV violations written.   | 1450          |
| 9 Total number of child safety/booster seat violations written.                       | 42            |
| 10 Total number of safety belt violations written.                                    | 278           |
| 11 Total number of sobriety checkpoints hosted.                                       | 0             |
| Use the most current three years crash data for questions 12-22.                      |               |
| 12 Total number of traffic crashes.   | 61,402        |
| 13 Total number of traffic crashes resulting in a fatality.                           | 210           |
| 14 Total number of traffic crashes resulting in a serious injury.                     | 1,600         |
| 15 Total number of speed-related traffic crashes.                                     | 9,221         |
| 16 Total number of speed-related traffic crashes resulting in a fatality.             | 87            |
| 17 Total number of speed-related traffic crashes resulting in a serious injury.       | 422           |
| 18 Total number of alcohol-related traffic crashes.                                   | 2,162         |
| 19 Total number of alcohol-related traffic crashes resulting in a fatality.           | 40            |
| 20 Total number of alcohol-related traffic crashes resulting in a serious injury.     | 190           |



|  |     |
|--|-----|
| 21 Total number of unbuckled fatalities.   | 81  |
| 22 Total number of unbuckled serious injuries.   | 338 |
| Enter your agency's information below.   |     |
| 23 Total number of commissioned law enforcement officers.                                    | 115 |
| 24 Total number of commissioned patrol and traffic officers.                                 | 35  |
| 25 Total number of commissioned law enforcement officers available for overtime enforcement. | 85  |
| 26 Total number of vehicles available for enforcement.                                       | 39  |
| 27 Total number of radars/lasers.  | 25  |
| 28 Total number of in-car video cameras.   | 15  |
| 29 Total number of PBT's.  | 6   |
| 30 Total number of Breathalyzers.  | 4   |

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

31 Identify the primary enforcement locations.

Paseo, Troost, 12th, 35th, 39th, Blue Ridge, Prospect, Colbern, Lee's Summit Rd, Noland Sterling, I 35, 70, 49, 470, US 40, 24. MO 291, BB, AA, 350,7, 78, 71, 50

32 Enter the months in which enforcement will be conducted.

October - September — Full time Unit

33 Enter the number of enforcement periods your agency will conduct each month. 16

34 Enter the days of the week in which enforcement will be conducted.

Saturday, Sunday, Monday, Thursday, Friday - one week

Monday, Tuesday, Wednesday - next week

Saturday, Sunday, Monday, Thursday, Friday - following week

etc. rotation

some additional enforcement may be implemented to cover holidays not falling on the rotation days

35 Enter the time of day in which enforcement will be conducted.

1800 - 0400

36 Enter the number of officers assigned during the enforcement period. 5

37 If equipment, promotional items, or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

N/A

## PROJECT EVALUATION

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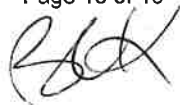
The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.



## ADDITIONAL FUNDING SOURCES

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|                                       |              |                       |
|---------------------------------------|--------------|-----------------------|
| Aggressive Driving - Destination Safe | \$5,000.00   | 7/1/2013-5/1/2014     |
| Deputy Sheriff Salary Supplement Fund |              | 7/1/2013-6/30/2014    |
| HIDTA - Hager                         | G13MW0003A   | 1/1/2013-12/31/2014   |
| HIDTA - Kelley                        | G13MWE0003A  | 1/1/2013-12/31/2014   |
| Safe Routes to School Hickman Mills   | \$15,436.94  | 8/18/2010-6/6/2014    |
| Safe Routes to School Indiana Creek   | \$16,707.50  | 8/18/2010-6/6/2014    |
| Work Zone                             | \$17,700.00  | 7/1/2013-12/31/2014   |
| JAG 2011-DJ-BX-3182                   |              | 10/01/2010-09/30/2014 |
| JAG 2010-DJ-BX-0399                   |              | 10/01/2009-9/30/2014  |
| Seatbelt Enforc. MoDOT                | \$16,552.00  | 10/01/2013-09/30/2014 |
| Wolf Pack Enforc MoDOT                | \$20,000.00  | 10/01/2013-09/30/2014 |
| Sobriety Ckpt Enforc MoDOT            | \$35,780.00  | 10/01/2013-09/30/2014 |
| Hazardous Moving Enforc MoDOT         | \$20,000.00  | 10/01/2013-09/30/2014 |
| DWI Unit Equipment MoDOT              | \$70,000.00  | 10/01/2013-09/30/2014 |
| DWI Salary and Cameras MoDOT          | \$182,176.07 | 10/01/2013-09/30/2014 |



**BUDGET**

| Category              | Item              | Description   | Quantity | Cost         | Total        | Local        | Total Requested |
|-----------------------|-------------------|---|----------|--------------|--------------|--------------|-----------------|
| Personnel             |                   |   |          |              |              |              |                 |
|                       | Salary and Fringe | 1 Sergeant and 4 Deputies - Salary, Working Holiday, FICA (.0765) Pension (.09) Health and Dental Coverage. | 1.00     | \$320,510.44 | \$320,510.44 | \$160,255.22 | \$160,255.22    |
|                       |                   |   |          |              | \$320,510.44 | \$160,255.22 | \$160,255.22    |
| <b>Total Contract</b> |                   |   |          |              | \$320,510.44 | \$160,255.22 | \$160,255.22    |

## ATTACHMENTS

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Document Type  
WORD

Description  
County Authorization Form

Original File Name  
County authorization.pdf

Date Added  
02/26/2014



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

**A RESOLUTION** authorizing the County Executive to execute an Agreement for Medical Examiner services with the State of Missouri, for compensation payable to Jackson County.

**RESOLUTION NO. 18602**, September 15, 2014

**INTRODUCED BY** Theresa Garza Ruiz, County Legislator

WHEREAS, the Missouri Department of Social Services, Missouri HealthNet Division is in need of child autopsies and associate services on an as-needed basis for the period of July 1, 2014, through June 30, 2015; and,

WHEREAS, an Agreement with the State of Missouri will provide approximately \$3,700.00 in compensation annually to the County; and,

WHEREAS, Mary H. Dudley, M.D., the duly appointed Chief Medical Examiner of Jackson County, is fully qualified, ready, and willing to provide child autopsy and associated services to the State of Missouri; and,

WHEREAS, the attached Agreement with the State adequately sets out the rights and obligations of each party related to these as-needed medical examiner services; now therefore,

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

with the Missouri Department of Social Services, Missouri HealthNet Division for as-needed autopsy services, for compensation payable to the County.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18602 of September 15, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord. No.: 18602

Sponsor(s): Theresa Garza Ruiz

Date: September 15, 2014

|   |   |   |               |   |       |  |               |  |       |   |                               |
|---|---|---|---------------|---|-------|--|---------------|--|-------|---|-------------------------------|
| <p><b>SUBJECT</b></p>   | <p>Action Requested<br/> <input checked="" type="checkbox"/> Resolution<br/> <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the County Executive to execute an agreement with the State of Missouri for autopsy services for use by the Medical Examiner's Office</p>  |   |               |   |       |  |               |  |       |   |                               |
| <p><b>BUDGET INFORMATION</b><br/> <i>To be completed By Requesting Department and Finance</i></p> | <table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>Health Fund<br/>002-9999-45406</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/>         Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):<br/>         Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: |               | Amount previously authorized this fiscal year:                    |       | Total amount authorized after this legislative action: |               | Amount budgeted for this item * (including transfers): |       | Source of funding (name of fund) and account code number; FROM / TO | Health Fund<br>002-9999-45406 |
| Amount authorized by this legislation this fiscal year:   |   |   |               |   |       |  |               |  |       |   |                               |
| Amount previously authorized this fiscal year:  |   |   |               |   |       |  |               |  |       |   |                               |
| Total amount authorized after this legislative action:  |   |   |               |   |       |  |               |  |       |   |                               |
| Amount budgeted for this item * (including transfers):  |   |   |               |   |       |  |               |  |       |   |                               |
| Source of funding (name of fund) and account code number; FROM / TO                               | Health Fund<br>002-9999-45406   |   |               |   |       |  |               |  |       |   |                               |
| <p><b>PRIOR LEGISLATION</b></p>   | <p>Prior ordinances and (date):<br/>         Prior resolutions and (date):</p>  |   |               |   |       |  |               |  |       |   |                               |
| <p><b>CONTACT INFORMATION</b></p>   | <p>RLA drafted by (name, title, &amp; phone): Kandi Brooke / Administrative Supervisor / 881-6595</p>   |   |               |   |       |  |               |  |       |   |                               |
| <p><b>REQUEST SUMMARY</b></p>   | <p>The JCMEO is requesting resolution to execute a cooperative agreement for Medical Examiner services with the state of Missouri, for compensation payable to Jackson County in the amount of approximately \$3750.00 yearly.</p>  |   |               |   |       |  |               |  |       |   |                               |
| <p><b>CLEARANCE</b></p>   | <p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)<br/> <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)<br/> <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>   |   |               |   |       |  |               |  |       |   |                               |
| <p><b>ATTACHMENTS</b></p>   |   |   |               |   |       |  |               |  |       |   |                               |
| <p><b>REVIEW</b></p>  | <table border="1"> <tr> <td>Department Director:<br/><i>W. H. Dudley MD</i></td> <td>Date: 8/27/14</td> </tr> <tr> <td>Finance (Budget Approval):<br/><i>[Signature]</i><br/>If applicable</td> <td>Date:</td> </tr> <tr> <td>Division Manager:<br/><i>[Signature]</i></td> <td>Date: 9/11/14</td> </tr> <tr> <td>County Counselor's Office:<br/><i>[Signature]</i></td> <td>Date:</td> </tr> </table>  | Department Director:<br><i>W. H. Dudley MD</i>          | Date: 8/27/14 | Finance (Budget Approval):<br><i>[Signature]</i><br>If applicable | Date: | Division Manager:<br><i>[Signature]</i>                | Date: 9/11/14 | County Counselor's Office:<br><i>[Signature]</i>       | Date: |   |                               |
| Department Director:<br><i>W. H. Dudley MD</i>  | Date: 8/27/14   |   |               |   |       |  |               |  |       |   |                               |
| Finance (Budget Approval):<br><i>[Signature]</i><br>If applicable                                 | Date:   |   |               |   |       |  |               |  |       |   |                               |
| Division Manager:<br><i>[Signature]</i>   | Date: 9/11/14   |   |               |   |       |  |               |  |       |   |                               |
| County Counselor's Office:<br><i>[Signature]</i>  | Date:   |   |               |   |       |  |               |  |       |   |                               |

# Contract For Services



Missouri Department of Social Services  
Division of Finance & Administrative Services  
Purchasing Unit  
P.O. Box 1643  
Jefferson City, MO 65102

**Contract #:**

**Title: Autopsy Services**

**Res. 18602**

**Contract Period:**

July 1, 2014 through June 30, 2015

*The Department of Social Services desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.*

**Contractor Information:**

Contractor Name: County of Jackson Medical Examiner  
Mailing Address: 660 E 24th Street  
City, State Zip: Kansas City, MO 64108

Contact Person Name and Title: \_\_\_\_\_

Contact Person E-Mail Address: \_\_\_\_\_



I / We hereby agree to provide the services and/or items, at the price(s) stated, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Social Services a binding contract shall exist between the contractor and the Department of Social Services, subject to the approval of the Division of Purchasing and Materials Management, if required.

The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.

***In witness thereof, the parties below hereby execute this agreement.***

\_\_\_\_\_  
Authorized Signature for the Contractor:

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature for the  
Department of Social Services

\_\_\_\_\_  
Date

## 1 Introduction and Background Information

Res. 18602

- 1.1 The Missouri Department of Social Services (Department), Missouri HealthNet Division (MHD), hereby enters into this contract with County of Jackson Medical Examiner (contractor) for the purchase of services in accordance with the provisions and requirements stated herein.
- 1.2 The mission of the Missouri Department of Social Services is to "maintain or improve the quality of life for Missouri citizens". The purpose of the Missouri HealthNet Division is to purchase and monitor health care services for low income and vulnerable citizens of the State of Missouri.
- 1.3 The contractor shall perform, on an as-needed basis, child autopsies and associated services for the Department. Such services shall include completing required autopsy reports and testifying as expert witnesses when needed in specific cases.
- 1.4 The contract period shall be from July 1, 2014 through June 30, 2015.

## 2 General Performance Requirements

- 2.1 The contractor shall provide services to the Department, in accordance with the provisions and requirements stated herein. Services purchased by the Department shall consist only of those services described herein.
- 2.2 The contractor shall coordinate all contract activities with designated representatives of the Department.
- 2.3 Within five (5) days of contract award, the contractor shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's representative servicing the contract.
  - a. The contractor understands that e-mail will be used to transmit contract documents and other correspondence from the Department to the contractor. It shall be the responsibility of the contractor to ensure the timely review and response to e-mailed documents.
- 2.4 The contractor shall monitor level of effort percentages for staff allocated to this contract to ensure that a one hundred percent (100%) level of effort is not exceed for all contracts/projects to which each staff person is assigned.
- 2.5 **Contractor's Personnel:** The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).
  - a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
  - b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
  - c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
    1. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and

2. Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
3. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.6 **Subcontractors:** Pursuant to subsection 1 of section 285.530, RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that:

- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
- b. shall not henceforth be in such violation, and
- c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.7 **Affidavit of Work Authorization and Documentation:** Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor shall complete applicable portions of Exhibit # 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit # 1 must be submitted prior to an award of a contract.

2.8 **Debarment Certification:**

- 2.8.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.
- 2.8.2 The contractor must complete and submit Exhibit #2, Certification Regarding Debarment, prior to award of contract.

2.9 **HIPAA**

- 2.9.1 The Department and the contractor are subject to, and must comply with, applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein.
- 2.9.2 The Department and the contractor are both "Covered Entities" as defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the Department and the contractor may disclose, share and use protected health information (PHI) for the purposes permitted or required by law.

### 3 Specific Performance Requirements

- 3.1 The contractor shall perform, on an as-needed basis, child autopsies and associated services for the Department. Such services shall include, but not limited to, completing required autopsy reports and testifying as expert witnesses when needed in specific cases.
- 3.2 The contractor shall arrange the exact time and place for the delivery of services under this contract, but such arrangements must be mutually acceptable to the Department.
- 3.3 The contractor may be called in various court proceedings as an expert witness to testify on behalf of the state. The contractor shall ensure the individuals named as an expert witness have performed all dissections and examinations and participate during the performance of each autopsy conducted under this contract.
- 3.4 The contractor shall ensure that all personnel conducting autopsies and related services are board-certified forensic pathologists, a fellow in forensic pathology working under the supervision of a board-certified forensic pathologist, or board-certified pathologists who through special training, are deemed qualified in the area of child fatalities.
- 3.5 The Contractor shall ensure that all personnel comply with the following requirements:
- a. Services must be performed in the State of Missouri in a forensic autopsy facility or hospital. A forensic autopsy facility must include at least one (1) room designed for and dedicated to forensic autopsy, radiographic imaging capability and temperature controlled and monitored body storage; must support strict adherence to all legal requirements for evidence handling and chain of custody. A non-medical/forensic facility, such as a funeral home, is not acceptable;
  - b. Adhere to the Autopsy Protocols provided by the Department as Attachment B, Protocols for Child Autopsies;
  - c. Provide full autopsy reports to the Department for all services provided under the terms of this contract;
  - d. Serve as expert witnesses in cases when necessary;
  - e. Attend the annual continuing education/training session sponsored by the Department or a like number of training hours in the area of pediatric pathology. (Documentation of substituted training hours must be submitted to the Department of Social Services, State Technical Assistance Team by the first day of December of each year);
  - f. Perform duties in accordance with the provisions of sections 58.452 and 58.722, RSMo (2000); and
  - g. Execute a confidentiality statement on a form provided by the Department and attached hereto as Exhibit # 3, Confidentiality Statement.
- 3.6 The contractor certifies that the personnel whose names and license numbers appear below are the only personnel authorized to perform autopsies in accordance with the terms and conditions of this contract:
- | NAME                       | LICENSE #  |
|----------------------------|------------|
| Mary Dudley, MD            | 2001010857 |
| Diane Peterson, MD         | 2010003851 |
| Marius Tarau, MD           | 2011005790 |
| Boguslaw Robert Pietak, MD | 2010041083 |
- 3.7 The contractor shall complete and return Exhibit # 4, Child Pathologist Certification Application, and supporting documentation with the contract request. The request will then be reviewed by the Department.

## **4 General Contractual Requirements**

### **4.1 General:**

- 4.1.1 The contract shall consist of any and all of the following documents, as applicable:
- a. This document, as the original contract document; and
  - b. Any subsequent amendments to the contract.
- 4.1.2 This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided by the contractor. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, that provision(s) shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- 4.1.3 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- 4.1.4 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.
- 4.1.5 This contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.
- 4.1.6 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR Part 76) are not suspended or debarred from contracting with the federal government. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.
- a. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.
- 4.1.7 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

### **4.2 Amendment, Termination and Renewal:**

- 4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.2.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.
- a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
  - b. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
  - c. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.
- 4.2.3 Any change, whether by modification and/or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.
- 4.2.4 The Department shall have the right, at its sole option, to renew the contract by written notice to the contractor. In the event the Department exercises its renewal option, all terms, conditions and provisions

of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.

- 4.2.5 The contract may be terminated by either party, with or without cause, by giving sixty (60) days advance written notice to the other party at its principal address. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its clients before the end of the sixty (60) day period, if applicable.
- 4.2.6 **Breach:** The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.
- a. The termination shall become effective on the date specified in the notice.
  - b. At its sole discretion, the Department may give the contractor an opportunity to cure the breach.
  - c. The Department shall not be required to pay for services rendered or goods provided after the effective date of the termination of the contract.
- 4.2.7 Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the contractor or the contractor's principal place of business.
- 4.2.8 In the event of termination all client records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor as a direct requirement specified in the contract shall become the property of the Department.
- a. Upon termination of the contract, the contractor shall maintain, store, transfer, dispose and provide for the authorized release of all client records, documentation, data, reports, supplies, equipment and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such information without prior, written permission of the Department.
  - b. Upon termination of the contract the Department shall have access to all client records pertaining to the performance of the contract and, as requested by the Department, the contractor shall make available to the Department all client records and documents prepared or developed as a result of the contract.
- 4.2.9 **Transition of Services:** Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request, or other such time as directed by the Department.
  - b. The contractor shall continue to provide any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
  - c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.
- 4.3 **Subcontracting:**
- 4.3.1 The Department reserves the right to approve any subcontractor utilized by the contractor for the services/products required herein. The Department, at its sole discretion, may require such approval prior to the utilization of any subcontractor. In the event Department requires prior approval to subcontract, the

contractor shall provide notification of its intent to subcontract within the timeframe specified by the Department.

- 4.3.2 The utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.
- 4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include any and all provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, that are necessary to ensure the successful fulfillment of all obligations under the contract that are performed by a subcontractor.
- 4.3.4 Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and held harmless from and against any and all claims of damage, loss, and costs (including attorney fees and litigation expenses) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- 4.3.5 The contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- 4.4 **Conflict of Interest:**
- 4.4.1 The contractor certifies that the contractor has no other contractual or other relationships which create any actual or appearance of conflict of interest. During the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which would create such a conflict.
- a. In the event the contractor becomes aware of any circumstances that may create a conflict of interest the contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
  - b. The contractor shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Department in writing within seven (7) business days after the conflict or appearance of a conflict is discovered.
  - c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
    - 1) exercising any or all of the Department's rights and remedies under the contract, up to and including terminating the contract with or without cause; or
    - 2) directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
    - 3) taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.
- 4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. The contractor further agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 4.4.3 The contractor certifies that:
- a. no State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;
  - b. no State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and
  - c. before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the Director of the Department.

- 4.4.4 In the event the contractor is a not-for-profit agency, contractor board members must abstain from voting on any funding proposal relating to this contract, in which they have administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.
- 4.4.5 No monies provided by the Department under this contract shall be used to promote or further nepotism.
- 4.4.6 The contractor shall represent itself as an independent contractor offering such services to the general public and shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.
- 4.5 **Business Compliance:**
- 4.5.1 The contractor must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any subcontractors are presently, and will remain, in compliance with such laws.
- 4.5.2 The contractor shall have and maintain current and in good standing, any and all licenses and/or certifications which are required by law, rule or regulation for the duration of the contract.
- a. The contractor shall notify the Department if the contractor's license(s) and/or certification(s) have or may be terminated, terminated, modified or qualified within seven (7) business days.
- b. The contractor shall notify the Department within seven (7) business days if the contractor becomes aware that the contractor or its agents, officers or employees are under any investigation by law enforcement governmental agency or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the contractor, its agents employees or officers, may have to conduct business.
- 4.5.3 If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.
- 4.5.4 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- 4.6 **Personnel and Staffing:**
- 4.6.1 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
- 4.6.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and/or personnel qualifications as identified and/or described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and/or individuals in the performance of this contract who meet specific qualifications required for services to be provided.
- a. No substitution of personnel shall be made by the contractor without written approval of the Department and such substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified or required.
- 4.6.3 The contractor shall only utilize personnel including those of any subcontractor(s), who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.
- 4.7 **Contractor Liability:**
- 4.7.1 The contractor shall be responsible for any and all personal injury, including death, or property damage as a result of the contractor's actions, or inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.

- a. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.
- 4.7.2 The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

#### 4.8 **Insurance:**

- 4.8.1 The Department and the State of Missouri is and shall not be required to save and hold harmless and/or indemnify the contractor, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract.
- 4.8.2 The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.
- 4.8.3 If the contract involves the performance of medical services of any type, the contractor shall maintain adequate liability insurance to cover all medical services rendered.
- 4.8.4 Proof of insurance coverage shall be submitted to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.

#### 4.9 **Human Rights:**

- 4.9.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include, but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
  - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
  - f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
  - g. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
  - h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
  - i. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
  - j. Missouri Governor's E.O. #05-30; and

- k. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided under the contract.
- 4.9.2 If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.
- 4.9.3 Disclosure of information, by either party to the contract, concerning a client for any purpose not directly related to the performance of this contract is prohibited except as specified by applicable state and federal laws and regulations.
- 4.9.4 The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.
- 4.10 **Recordkeeping and Reporting Requirements:**
- 4.10.1 The contractor shall submit itemized reports, records and information at the request of the Department.
- 4.10.2 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall reflect, at a minimum:
- a. the specific number and type of service units provided;
  - b. itemized revenues and expenditures related to the performance of the contract;
  - c. the number and type of clients served;
  - d. detailed documentation of services provided to each client, included progress notes;
  - e. any and all records necessary for performing a full audit of the contractor's performance under the contract;
  - f. and other relevant records.
- 4.10.3 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under this contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the Department of any cash flow issues where the contractor's obligations required under this agreement would be in jeopardy.
- 4.10.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.
- 4.10.5 The contractor shall provide the Department with access to its clients and client records without limitation. If access is denied or limited, the Department reserves the right to terminate payment from the day access is denied or limited.
- 4.10.6 The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.
- 4.10.7 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the contractor's organization.
- 4.10.8 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor shall notify the Department immediately. Upon learning of any such actions the Department

reserves the right, at its sole discretion, to either cancel or affirm the contract and hold the contractor responsible for damages, to the extent authorized by law.

#### 4.11 **Confidentiality:**

- 4.11.1 All discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential, to the extent permitted by law.
- 4.11.2 The contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.
- 4.11.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.

#### 4.12 **Property of State:**

- 4.12.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri.
  - a. Upon expiration, termination, or cancellation of the contract, all such items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the Department.
- 4.12.2 Any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required herein, but not required as a specific deliverable of the contract, shall remain the property of the contractor. The contractor shall be responsible for ensuring that such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- 4.12.3 In the event any copyrighted material is developed as a result of the contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish, use, and/or authorize other to use, the work/materials for Department and/or State of Missouri purposes.

#### 4.13 **Notification Requirements:**

- 4.13.1 The contractor shall immediately notify the Department, in accordance with guidelines established by the Department, when there is a death of a client.
- 4.13.2 The contractor shall immediately notify the Department when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a client.
- 4.13.3 In the event the conduct of a client is jeopardizing the safety of him/herself or others in the community, the contractor shall immediately notify the Department. If an immediate response is needed to ensure the health and/or safety of the client or others, the contractor shall also notify local law enforcement officials.
- 4.13.4 The contractor shall immediately notify the Department, in writing, if the contractor becomes aware of any circumstances which may render the contractor unable to perform any of its obligations under the contract.
  - a. The Department shall have the right, at any time, to require the contractor to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the contractor is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.

#### 4.14 **Miscellaneous:**

- 4.14.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.14.2 The contractor shall only perform the specific, professional services set forth in the contract. The contractor shall provide all services in a manner consistent with generally accepted practices in the applicable professional field.

- 4.14.3 The contractor shall only utilize such testing, techniques and procedures as are necessary to accomplish the specified service(s).
- 4.14.4 The contractor shall not utilize any data, information or conclusions obtained directly or indirectly from work performed under the contract for any other purpose, including, but not limited to research, marketing or commercial purposes without the:
- a. prior, written consent of the Department; and
  - b. full, written, prior, informed consent of the individuals involved, or their legal guardian or legal custodian; and
  - c. permission of the court, when applicable, in cases where the subject is a juvenile under the jurisdiction of a court of competent jurisdiction.
- 4.14.5 The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
- 4.14.6 The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
- 4.14.7 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.
- 4.14.8 The contractor shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor shall make documentation of such compliance and any such license immediately available upon request by the Department.
- 4.15 **Contract Monitoring/Compliance**
- 4.15.1 The Department reserves the right to monitor the contract throughout the effective period of the contract to ensure compliance with contractual requirements. Additionally, the Department reserves the right to audit all records related to the contractor's performance under the contract for a period of five (5) years from the expiration date of the contract.
- a. The contractor shall cooperate with any Department review of records and other documentation related to the contractor's performance under the contract.
- 4.15.2 In the event the Department determines the contractor to be non-compliant, or is at risk for non-compliance with contractual requirements, the Department shall have the right to impose special conditions or restrictions on the contractor to bring the contractor into compliance or to mitigate the risk of non-compliance.
- a. The Department shall provide written notification to the contractor of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by the Department.
  - b. Special conditions or restrictions may include, but are not limited to:
    - 1) requiring the contractor to obtain additional technical assistance;
    - 2) requiring additional levels of prior approval from the Department for contract activities;
    - 3) requiring additional or more detailed financial reports and/or other documentation;
    - 4) additional, ongoing contract monitoring/oversight by the Department; and/or
    - 5) requiring the submission and implementation of a corrective action plan.
- 4.15.3 In the event the Department requires the contractor to submit and implement a corrective action plan, the Department shall provide written notification to the contractor, identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution.

- a. The contractor shall submit a written corrective action plan to the Department within the timeframes specified in the Department notification.
- b. The corrective action plan must include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such, the person(s) responsible for the necessary action, the improvement that is expected, a description of how progress will be measured and a description of the actions to be taken to prevent the situation from recurring.
- c. The Department will notify the contractor in writing if the corrective action plan is approved or if modifications are required.
  - 1) In the event the Department requires changes to the corrective action plan, the contractor shall submit a revised corrective action plan within five (5) working days of receipt of the Department's notification that changes are required.
- d. Failure of the contractor to improve performance within the timeframes required in the approved corrective action plan may result in termination of the contract and/or other remedies available to the Department.

## **5 Payments to the Contractor**

- 5.1 The contractor shall provide all autopsy services at a cost of \$1,250.00 per autopsy, which includes costs for X-rays and laboratory test including toxicology reports. No additional travel or transportation charges may be billed to and paid by the Department. No payment will be made for external examinations, partial autopsies, or incomplete toxicologies. The Department shall not be responsible for payment and the contractor must seek payment by the county in which or for which the autopsy is performed under either of the following circumstances: 1) the data entry into the Internet-based National Center for the Review and Prevention of Child Deaths Case Reporting System is not completed within six (6) months of the date the autopsy is performed; or 2) the county Child Fatality Review Program Panel (CFRP panel) has not met with a quorum of multidisciplinary panel members (with at least 4 of the 7 disciplines represented at the meetings). No payments will be made for Missouri child death autopsies done for St. Louis City, St. Louis County and Jackson County for themselves or each other because they have funded medical examiner systems. No payments will be made for any funded medical examiner system, unless the payment is being made for an autopsy performed for another county in Missouri that does not have such a funded medical examiner system.
- 5.2 The contractor shall, within sixty (60) days after the autopsy report is completed, submit an invoice to the Department on forms approved by the Department for such purpose. A separate invoice must accompany each autopsy report. The invoice shall include:
  - a. Contractor's name and address;
  - b. Type of service provided (e.g., copy of child autopsy including lab tests, x-rays, and toxicology reports);
  - c. County for which service was provided;
  - d. Date service performed; and
  - e. Amount of payment requested.
- 5.3 No other payments or reimbursements shall be made to the contractor other than those specified above. In no event shall the total payments to the contractor exceed the total amount allocated to the contractor by the Department.
- 5.4 The contractor shall submit its invoices to:

State Technical Assistance Team  
Department of Social Services  
PO Box 208  
Jefferson City, MO 65102-0208

- 5.5 Each invoice shall have a unique identifier as an invoice number. Invoice numbers must not be duplicated in the same fiscal year.
- 5.6 Failure of the contractor to submit required reports when due may result in withholding or rejection of payment under the contract. The Department shall refuse to render payment due to the contractor's failure to perform or deliver the required work or services.
- 5.7 The Department reserves the right to request supporting documentation and other information as necessary.
- 5.8 The Department, at its sole discretion, may:
- a. Audit all invoices in a manner determined by the Department;
  - b. Reject any invoice for good cause;
  - c. Make invoice corrections and/or changes with appropriate notification to the contractor;
  - d. Deduct from an invoice any overpayment made by the Department; and
  - e. Recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.
- 5.9 The contractor shall understand and agree that the Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor should return a completed State Vendor ACH/EFT Application. The State Vendor ACH/EFT Application can be downloaded from the internet at:  
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>.

Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

Business Entity Certification:

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

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity that has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc\_1185221678150.shtm.

BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

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

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

BOX A - Currently Not a Business Entity

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

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

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

## Exhibit # 1 (continued)

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

### Box B – Current Business Entity Status

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

\_\_\_\_\_  
Authorized Business Entity Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.



**Exhibit # 1 (continued)**

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

**BOX C – Affidavit on File - Current Business Entity Status**

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

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

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

\_\_\_\_\_

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

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_  
(if known)

\_\_\_\_\_  
Authorized Business Entity Representative’s Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative’s Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

***(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)***

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
DUNS #

\_\_\_\_\_  
Authorized Representative's Printed Name

\_\_\_\_\_  
Authorized Representative's Title

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

**Instructions for Certification**

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**Confidentiality Statement**

**POLICY:**

Records and information gathered directly or indirectly which are related to personnel or clients of the State Technical Assistance Team, or clients of any agency contracted with by the Team are confidential and shall be released or revealed only to authorized persons as provided for by law, or with the written consent of that person.

**GENERAL INFORMATION**

Federal regulatory and state statutory requirements have been established to protect individuals who have dealings with the government from the indiscriminate disclosure of information regarding their life, problems, finances, etc. Some of those requirements are set out in very general terms; i.e., Section 208.120, RSMo (2000) prohibits all officers and employees of the State of Missouri from disclosing any information obtained by them in the discharge of their official duties relative to the identity of applicants for, or recipients of, benefits except in limited circumstances including purposes directly connected with the administration of public assistance. Other confidentiality provisions, such as Section 198.070.7 and 198.032, RSMo (2000) and Chapter 210, RSMo are more specific.

Confidentiality requirements can be violated inadvertently in many ways, and staff at all levels should constantly be alert for possible breaches of confidentiality. A violation of confidentiality may occur, for instance, when personnel discuss aspects of a client's record in a setting where persons not directly involved may overhear. When correspondence and records containing confidential information are being used in or out of the office, they should be protected as much as possible from view by an unauthorized person.

Workers shall clear with supervisors before sharing any information with anyone other than those directly involved with the situation. Telephone inquiries about clients or personnel should be handled with caution as there is no sure way of knowing who is calling and why. Such calls should be referred to the appropriate section; i.e., Personnel or the professional staff person connected with the case.

While there are specific types of information that are protected by law from disclosure, any other non-protected information is a "public record" covered by the state "Sunshine Law." Refer to Section 610.010 to 620.030, RSMo 2000 for additional information. There are some Unit records which are public records, but which contain names or information which must be redacted before allowing public access, such as complaint investigation reports, which contain the name or names of individual residents in a facility or names of persons, named in a complaint filed pursuant to Section 198.070, RSMo (2000).

If it is necessary to violate any aspect of a person's right to confidentiality at any time in order to protect either the individual or the health and safety of others, staff must document not only to whom information is given, but also reasons, and contact/clearance with supervisory staff.

I certify that I have read, understand, and will abide by the State Technical Assistance Team's Confidentiality Policy.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Return to: State Technical Assistance Team  
PO Box 208  
Jefferson City, Missouri 65102-0208  
573-751-5980 or 800-487-1626

CHILD PATHOLOGIST CERTIFICATION APPLICATION



MISSOURI DEPARTMENT OF SOCIAL SERVICES  
CHILD FATALITY REVIEW PROGRAM

CHILD PATHOLOGIST CERTIFICATION APPLICATION

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

Professional Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Names of Family Members Employed by Missouri Department of Social Services:

\_\_\_\_\_

Place of Birth – City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Medical School: \_\_\_\_\_ Year Degree Earned: \_\_\_\_\_

Medical License Number: \_\_\_\_\_ State: \_\_\_\_\_ Year Received: \_\_\_\_\_

Specialty: \_\_\_\_\_

Area of Certification: \_\_\_\_\_

Hospital Affiliation(s): \_\_\_\_\_

Taxpayer ID Number: \_\_\_\_\_

I authorize Missouri Department of Social Services to verify licensing information.

Signed: \_\_\_\_\_

*Please attach copies of the following:*

- Professional License
- Board Certification
- Curriculum Vitae

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the Department. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
  - a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
  - b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
  - c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
  - d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.
  - e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
  - f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
  - g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
  - i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
  - j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
    - 1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
    - 2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer.
  - k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
  - l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
  - m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.
4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated

(hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**

- 6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
- 6.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- 6.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- 6.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- 6.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- 6.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 6.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
- 6.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.

7. **Obligations and Activities of the Contractor**

- 7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- 7.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
  - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
  - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
  - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
  - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If

- requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- 7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - The electronic address of any individual who has specified a preference of contact by electronic mail;
  - A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
  - The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- 7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- 7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including

reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

8. **Obligations of the Department**

- 8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.
10. **Breach of Contract:** In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

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

**A RESOLUTION** recognizing the Metro Organization for Racial and Economic Equity “MORE<sup>2</sup>”, an inter-faith social justice organization, on the occasion of its 10<sup>th</sup> anniversary.

**RESOLUTION NO. 18603**, September 15, 2014

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, MORE<sup>2</sup>, a metro-wide, inter-faith organization comprised of 23 congregations, is celebrating its 10<sup>th</sup> anniversary on September 19, 2014; and,

WHEREAS, MORE<sup>2</sup> consistently encourages participation in the democratic process from registering voters to holding elected officials accountable for racially and economically equitable decisions; and,

WHEREAS, MORE<sup>2</sup> formed the Jericho Table that led to the passage of Kansas City’s Workforce Ordinance, bringing down barriers in City-funded construction projects to women and people of color; and,

WHEREAS, MORE<sup>2</sup> presented testimony and public support for the Jackson County women- and minority-owned business enterprise ordinance; and,

WHEREAS, MORE<sup>2</sup> lead the passage by the City of Kansas City, Missouri of the “Ban the Box” measure that removed questions about criminal history from the City’s employment application; and,

WHEREAS, MORE<sup>2</sup>'s efforts have included modifying the Kansas City liquor license ordinance, lifting the food stamp ban for some individuals with felony convictions in Missouri, and serving as a strong voice in addressing public safety issues through the passage of policies that level the playing field for people with criminal histories; and,

WHEREAS, MORE<sup>2</sup> has demonstrated leadership throughout the region on issues from health, criminal justice, public safety, economic development, transportation, education, immigration, workforce development, and civic involvement that have had an extraordinary impact on racial and economic concerns in our area; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby congratulates MORE<sup>2</sup> on the occasion of its 10<sup>th</sup> anniversary and extends best wishes for the organization in all of its future endeavors.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18603 of September 15, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** awarding a twenty-four month term and supply contract with two twelve-month options to extend for the furnishing of parking lot management services for specific County-owned lots during Sprint Center events to Diamond Executive Services, L.L.C., under the terms and conditions of Invitation to Bid No. 54-14, at no cost to the County.

**RESOLUTION NO. 18604**, September 15, 2014

**INTRODUCED BY** Theresa Garza Ruiz, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids under the terms and conditions of Invitation to Bid No. 54-14 for the furnishing of parking lot management services during Sprint Center events for County-owned parking lots located in downtown Kansas City commonly referred to as Lots B and C; and,

WHEREAS, a total of six notifications were distributed and two responses were received, one of which was determined to be non-responsive, and the remaining response as follows:

| <u>VENDOR</u>                               | <u>PERCENTAGE TO BE<br/>RETAINED BY VENDOR</u> |
|---|--|
| Diamond Executive Services<br>Parkville, MO | 19%  |

and,

WHEREAS, the Director of Finance and Purchasing has recommended that award be made to Diamond Executive Services of Parkville, MO, for the reason that it has submitted the best bid; 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 is hereby authorized to execute for the County any documents necessary for the accomplishment of the award.



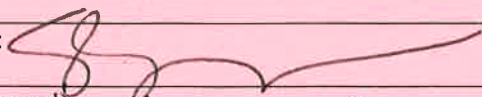
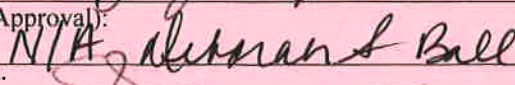

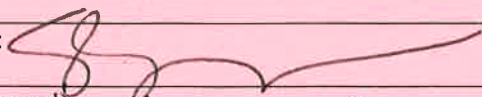
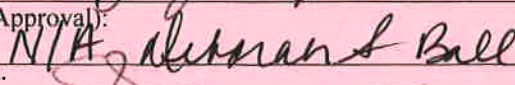

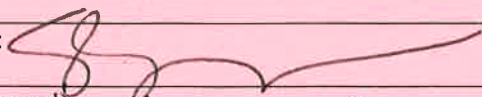
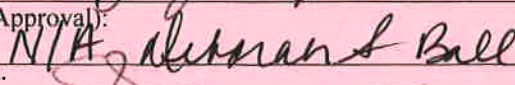

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18604

Sponsor(s): Theresa Garza Ruiz

Date: September 15, 2014

|  |  |  |   |              |  |              |   |              |  |       |   |  |
|--|--|--|---|--------------|--|--------------|---|--------------|--|-------|---|--|
| <b>SUBJECT</b>   | Action Requested<br><input checked="" type="checkbox"/> Resolution<br><input type="checkbox"/> Ordinance<br>Project/Title: <u>Awarding a Twenty Four Month Term and Supply Contract, with two Twelve Month Options to Extend to provide Parking Lot Management of County Owned Lots for Sprint Center and Downtown Events to Diamond Executive Services, LLC of Parkville, Missouri under the terms and conditions of Invitation to Bid No. 54-14.</u>   |  |   |              |  |              |   |              |  |       |   |  |
| <b>BUDGET INFORMATION</b><br><i>To be completed By Requesting Department and Finance</i>   | <table border="1" style="width:100%"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <b>OTHER FINANCIAL INFORMATION:</b><br><input checked="" type="checkbox"/> No budget impact (no fiscal note required)<br><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br>Department: _____ Estimated Use: \$ _____<br>Prior Year Budget (if applicable): _____<br>Prior Year Actual Amount Spent (if applicable): _____                |  | Amount authorized by this legislation this fiscal year:   |              | Amount previously authorized this fiscal year:   |              | Total amount authorized after this legislative action:  |              | Amount budgeted for this item * (including transfers): |       | Source of funding (name of fund) and account code number: |  |
| Amount authorized by this legislation this fiscal year:  |  |  |   |              |  |              |   |              |  |       |   |  |
| Amount previously authorized this fiscal year:   |  |  |   |              |  |              |   |              |  |       |   |  |
| Total amount authorized after this legislative action:   |  |  |   |              |  |              |   |              |  |       |   |  |
| Amount budgeted for this item * (including transfers):   |  |  |   |              |  |              |   |              |  |       |   |  |
| Source of funding (name of fund) and account code number:  |  |  |   |              |  |              |   |              |  |       |   |  |
| <b>PRIOR LEGISLATION</b>   | Prior ordinances and (date): _____<br>Prior resolutions and (date): 17343, August 9, 2010  |  |   |              |  |              |   |              |  |       |   |  |
| <b>CONTACT INFORMATION</b>   | RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253  |  |   |              |  |              |   |              |  |       |   |  |
| <b>REQUEST SUMMARY</b>   | <p>During Sprint Center and Downtown Events, the County rents spaces in the County Parking Lots commonly referred to as Lots B and C to the general public attending the events. The Purchasing Department issued Invitation to Bid No. 54-14 for management of these lots for those events.</p> <p>A total of six notifications were distributed and two responses were received, one of which was rejected as being non-responsive to the terms and conditions of the Invitation to Bid. Diamond Executive Services, LLC of Parkville, Missouri is being recommended as the best bid received, offering to give the County 81% of all fees collected and retaining 19% for their services.</p> <p>Pursuant to Section 1054.6 of the Jackson County code, the Director of Finance and Purchasing recommends the award for the furnishing of Parking Lot Management to Diamond Executive Services of Parkville, Missouri as providing the best bid. This will be a revenue generating contract for the County.</p> |  |   |              |  |              |   |              |  |       |   |  |
| <b>CLEARANCE</b>   | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A<br><input type="checkbox"/> Business License Verified (Purchasing & Department) N/A<br><input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)  |  |   |              |  |              |   |              |  |       |   |  |
| <b>ATTACHMENTS</b>   | The Abstract of Bids and the pertinent pages of Diamond Executive's bid response   |  |   |              |  |              |   |              |  |       |   |  |
| <b>REVIEW</b>  | <table border="1" style="width:100%"> <tr> <td>Department Director: </td> <td>Date: 9/9/14</td> </tr> <tr> <td>Finance (Budget Approval):<br/>If applicable N/A </td> <td>Date: 9-9-14</td> </tr> <tr> <td>Division Manager: </td> <td>Date: 9/9/14</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>   |  | Department Director:  | Date: 9/9/14 | Finance (Budget Approval):<br>If applicable N/A  | Date: 9-9-14 | Division Manager:  | Date: 9/9/14 | County Counselor's Office:                             | Date: |   |  |
| Department Director:                             | Date: 9/9/14   |  |   |              |  |              |   |              |  |       |   |  |
| Finance (Budget Approval):<br>If applicable N/A  | Date: 9-9-14   |  |   |              |  |              |   |              |  |       |   |  |
| Division Manager:                                 | Date: 9/9/14   |  |   |              |  |              |   |              |  |       |   |  |
| County Counselor's Office:   | Date:  |  |   |              |  |              |   |              |  |       |   |  |

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

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

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

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

ABSTRACT OF BIDS

BID NO: 54-14  
 DATE: 08/05/14  
 COMMODITY: Parking Lot Management of  
 County Owned Lots For Sprint Center Events

| NO | DESCRIPTION                                   | UNIT | QTY | Diamond<br>Executive<br>Services, LLC<br>AMOUNT | SP +<br>Municipal<br>Services<br>AMOUNT | AMOUNT | AMOUNT | AMOUNT |
|----|---|------|-----|---|---|--------|--------|--------|
| 1  | Percentage Fee retain by Contractor Per Event |      |     | 19%<br>\$215.00                                 | 6.2%<br>\$400.00                        |        |        |        |
| 2  | Fee for Snow Removal, Lot B                   |      |     | \$80.00   | \$300.00                                |        |        |        |
| 3  | Fee for Snow Removal, Lot C                   |      |     |   |   |        |        |        |

Res. 18604

CERTIFICATION OF BID OPENING  
 BIDS WERE PUBLICLY  
 OPENED AND RECORDED  
 ON: 8/5/2014 BY  
 Silvia Rugg  
 CLERK OF THE LEGISLATURE  
 Barbara Cavarnick

ABSTRACT OF BIDS

|  |             |      |     |                                       |        |                               |        |        |        |        |        |        |        |
|--|-------------|------|-----|---------------------------------------|--------|-------------------------------|--------|--------|--------|--------|--------|--------|--------|
| BID NO: 54-14  |             |      |     | Diamond<br>Executive<br>Services, LLC |        | SP +<br>Municipal<br>Services |        | AMOUNT |        | AMOUNT |        | AMOUNT |        |
| DATE: 08/05/14   |             |      |     | AMOUNT                                |        | AMOUNT                        |        | AMOUNT |        | AMOUNT |        | AMOUNT |        |
| COMMODITY: Parking Lot Management of<br>County Owned Lots For Sprint Center Events |             |      |     | AMOUNT                                |        | AMOUNT                        |        | AMOUNT |        | AMOUNT |        | AMOUNT |        |
| NO   | DESCRIPTION | UNIT | QTY | AMOUNT                                | AMOUNT | AMOUNT                        | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT |
| PURCHASING   |             |      |     |                                       |        |                               |        |        |        |        |        |        |        |

Res. 18604



Res. 18604

## PURCHASING DEPARTMENT

415 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106

816-881-3267  
Fax 816-881-3268

### MEMORANDUM

August 7, 2014

TO : SANDY MAYER  
COUNTY EXECUTIVE'S OFFICE

FROM : BARBARA CASAMENTO *BC*  
PURCHASING SUPERVISOR

REFERENCE : INVITATION TO BID NO. 54-14  
PARKING LOT MANAGEMENT SERVICES

The above referenced Invitation to Bid opened on August 5, 2014. Six notifications were distributed and two bids were received, one of which was Rejected as being "Non-Responsive".

I have attached a copy of the one responsive bid received from Diamond Executive Services for your review.

Please return a copy of this Memorandum or your own Memorandum with your recommendation **AS SOON AS POSSIBLE**. If you have any questions, please email me @ [bcasamento@jacksongov.org](mailto:bcasamento@jacksongov.org) or call me at 881-3253. Thank you.

*I am pleased to recommend continuing to work with Diamond Executive Services.*

BC/bjc

Attachments

*They have provided excellent service and always easy to reach and very responsive.*

*Sandy Mayer*

- 4.8 Successful Contractor shall be responsible for the cleaning of the lots after they become empty after each event.
- 4.9 Optional Services: Successful Contractor may be required to remove snow prior to an event to accommodate the attendees for the event.

**5.0 REQUIRED SUBMITTALS**

- 5.1 The bidder must have no less than five (5) years experience in Parking Lot Management similar to this project. A list of References, with previous project similar to this one, including the Company Name, Point of Contact, Address, Telephone Number and Email Address shall be provide with your bid. List the number of years your company has been in business on this list.

**6.0 EVALUATION PROCESS**

All bids received that are responsive to the General Conditions, Specifications, and other provisions of this Invitation to bid will be evaluated. An Evaluation Committee made up of Jackson County, Missouri personnel will evaluate bids and make recommendations. Jackson County, Missouri shall be the sole judge of the bids submitted and its decision shall be final.

**7.0 QUESTIONS**

All questions regarding this Invitation to Bid must be in writing and emailed as detailed under the General conditions, Item Number Five on Page 10 of this Invitation to Bid by 5:00 PM, CST on July 31, 2014. Point of Contact for the Purchasing Department is Barbara Casamento, email address: [bcasamento@jacksongov.org](mailto:bcasamento@jacksongov.org). All questions will be answered in the form of Addenda on the Jackson County, Missouri website. Failure to follow this procedure MAY result in the REJECTION OF YOUR BID.

**8.0 QUOTATION**

| No. | Description                                   | Amount    |
|-----|---|-----------|
| 01. | Percentage Fee retain by Contractor Per Event | 19 %      |
| 02. | Fee for Snow Removal, Lot B                   | \$ 275.00 |
| 03. | Fee for Snow Removal, Lot C                   | \$ 80.00  |

|  |                     |
|--|---------------------|
| SIGNATURE:  | DATE: 7/28/2014     |
| NAME: Douglas P. Dinkel (Print or Type)  | PHONE: 913-403-8700 |
| TITLE: Member (Print or Type)  | CELL: 913-226-8470  |
| COMPANY NAME: Diamond Executive Services, LLC (Print or Type)                                  | FAX: 816-436-7784   |
| EMAIL ADDRESS: doug@diamondexecutiveservices.com (Print or Type)                               |                     |
| WEB ADDRESS: www.diamondexecutiveservcices.com (Print or Type)                                 |                     |

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

**A RESOLUTION** authorizing the County Executive to execute addenda to the COMBAT Treatment Cooperative Agreements with Swope Health Services and Salvation Army, at no additional cost to the County.

**RESOLUTION NO. 18605**, September 15, 2014

**INTRODUCED BY** Dan Tarwater, County Legislator

WHEREAS, by Resolution 18403, dated February 10, 2014, the Legislature did authorize the execution of Cooperative Agreements with Swope Health Services in the amount of \$247,250.00 and with the Salvation Army – Linwood Center in the amount of \$148,000.00, to provide substance abuse treatment funded by the Anti-Drug Sales Tax Fund; and,

WHEREAS, by Resolution 18560, dated July 7, 2014, the Legislature did authorize an addendum to the Cooperative Agreement with Swope Health Services to reduce its substance abuse treatment allocation by \$15,495.00, due to a mold problem at its residential treatment site; and,

WHEREAS, Swope Health Services has continued to encounter problems with its residential treatment services and has notified the COMBAT staff that it will no longer be providing residential services beginning October 1, 2014; and,

WHEREAS, the Salvation Army – Linwood Center has agreed to provide room and board for clients receiving substance abuse treatment services while these clients continue to receive clinic services at Swope Health; and,

WHEREAS, the COMBAT staff recommends the modification to the Cooperative Agreements with Swope Health and Salvation Army to accommodate this change to the contracted services; and,

WHEREAS, as a result of the requested changes, Swope Health Services' Cooperative Agreement will be modified to reduce its funding by \$36,600.00 and the Salvation Army's Cooperative Agreement will be modified to increase its funding by \$36,600.00, to cover the additional costs incurred; and,

WHEREAS, the execution of Addenda to the Cooperative Agreements with each agency is a suitable mechanism to memorialize the budget modifications; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute Addenda to the Cooperative Agreements with the Swope Health Services and Salvation Army – Linwood Center, at no additional cost to the County, in a form 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 Agreement.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18605 of September 15, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18605

Sponsor(s): Dan Tarwater

Date: September 15, 2014

|  |   |   |        |  |        |  |        |  |        |   |  |
|--|---|---|--------|--|--------|--|--------|--|--------|---|--|
| <p>SUBJECT</p>   | <p>Action Requested<br/> <input checked="" type="checkbox"/> Resolution<br/> <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A Resolution authorizing the County Executive to amend agreements with Swope Health Services and Salvation Army (MOSOS), funded by the County's Anti-Drug Sales Tax Fund for the 2014 fiscal year, which are engaged in substance abuse treatment activities and purposes, resulting in a decrease in the funding allocation to Swope Health Services in the amount of \$36,600, and increasing the funding allocation to Salvation Army (MOSOS) in the amount of \$36,600, which results in no additional cost to the County.</u></p>   |   |        |  |        |  |        |  |        |   |  |
| <p>BUDGET INFORMATION<br/> <i>To be completed By Requesting Department and Finance</i></p> | <table border="1" data-bbox="316 655 1193 1087"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number;</td> <td></td> </tr> </table> <p>• * If account includes additional funds for other expenses, total budgeted in the account is: \$2,565,723.00</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/>         Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):<br/>         Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | \$0.00 | Amount previously authorized this fiscal year: | \$0.00 | Total amount authorized after this legislative action: | \$0.00 | Amount budgeted for this item * (including transfers): | \$0.00 | Source of funding (name of fund) and account code number; |  |
| Amount authorized by this legislation this fiscal year:                                    | \$0.00  |   |        |  |        |  |        |  |        |   |  |
| Amount previously authorized this fiscal year:   | \$0.00  |   |        |  |        |  |        |  |        |   |  |
| Total amount authorized after this legislative action:                                     | \$0.00  |   |        |  |        |  |        |  |        |   |  |
| Amount budgeted for this item * (including transfers):                                     | \$0.00  |   |        |  |        |  |        |  |        |   |  |
| Source of funding (name of fund) and account code number;                                  |   |   |        |  |        |  |        |  |        |   |  |
| <p>PRIOR LEGISLATION</p>   | <p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Res. #18560, July 7, 2014; Res. #18403, February. 6, 2014</p>  |   |        |  |        |  |        |  |        |   |  |
| <p>CONTACT INFORMATION</p>   | <p>RLA drafted by (name, title, &amp; phone): Dave Fleming, Planning &amp; Development Admin., 881-3572</p>   |   |        |  |        |  |        |  |        |   |  |
| <p>REQUEST SUMMARY</p>   | <p>A <b>Resolution</b> authorizing the County Executive to amend agreements with Swope Health Services and Salvation Army (MOSOS), funded by the County's Anti-Drug Sales Tax Fund for the 2014 fiscal year, which are engaged in substance abuse treatment activities and purposes, resulting in a decrease in the funding allocation to Swope Health Services in the amount of \$36,600, and increasing the funding allocation to Salvation Army (MOSOS) in the amount of \$36,600, which results in no additional cost to the County.</p> <p><b>Background:</b> The Anti-Drug Sales Tax fund authorizes the County to execute agreements and contracted service for the purpose of providing substance abuse treatment, prevention, grant match, and other anti-drug and anti-violence initiatives in the community.</p>   |   |        |  |        |  |        |  |        |   |  |

|   |   |   |                |   |              |                                      |               |   |       |
|---|---|---|----------------|---|--------------|--------------------------------------|---------------|---|-------|
|   | <p>Swope Health Systems was allocated \$247,250 (Res. #18403) for substance abuse treatment services. Swope Health Systems experienced a significant mold problem within their residential facility that impacted their ability to provide residential treatment services to the Jackson County Drug Court and to Jackson County citizens, which has a significant impact on the safety and well-being of our community. As a result, Swope's allocation was reduced \$15,495 (Res. #18560) while another agency was able to assist in providing services for residential services. As the problem has continued to have an impact on services at Swope, Swope Health Systems and Salvation Army (MOSOS) have agreed to collaborate to continue to provide these important substance abuse services. As a result of providing these additional services, Salvation Army (MOSOS) has agreed to provide the room and board for clients receiving substance abuse treatment services while receiving clinical services at Swope Health Systems. This proposed legislative action would amend the contracts of these two agencies and transfer funds to cover the costs of providing these additional services.</p> <p>The Jackson County Drug Court was aware of the problem with the community provider and the willingness of the Salvation Army (MOSOS) to step in and provide assistance to the County and they were informed of the continuing collaboration during the August 5, 2014 meeting.</p> |   |                |   |              |                                      |               |   |       |
| CLEARANCE   | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)<br><input type="checkbox"/> Business License Verified (Purchasing & Department)<br><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)  |   |                |   |              |                                      |               |   |       |
| ATTACHMENTS   | <b>Funding Revision Request Exhibits</b>  |   |                |   |              |                                      |               |   |       |
| REVIEW  | <table border="1"> <tr> <td data-bbox="305 821 1247 884">Department Director: <i>[Signature]</i></td> <td data-bbox="1247 821 1546 884">Date: 9-8-2014</td> </tr> <tr> <td data-bbox="305 884 1247 947">Finance (Budget Approval):<br/>If applicable <i>Alberan &amp; Ball N/A</i></td> <td data-bbox="1247 884 1546 947">Date: 9-8-14</td> </tr> <tr> <td data-bbox="305 947 1247 1010">Division Manager: <i>[Signature]</i></td> <td data-bbox="1247 947 1546 1010">Date: 9/11/14</td> </tr> <tr> <td data-bbox="305 1010 1247 1073">County Counselor's Office: <i>[Signature]</i></td> <td data-bbox="1247 1010 1546 1073">Date:</td> </tr> </table>   | Department Director: <i>[Signature]</i> | Date: 9-8-2014 | Finance (Budget Approval):<br>If applicable <i>Alberan &amp; Ball N/A</i> | Date: 9-8-14 | Division Manager: <i>[Signature]</i> | Date: 9/11/14 | County Counselor's Office: <i>[Signature]</i> | Date: |
| Department Director: <i>[Signature]</i>                                   | Date: 9-8-2014  |   |                |   |              |                                      |               |   |       |
| Finance (Budget Approval):<br>If applicable <i>Alberan &amp; Ball N/A</i> | Date: 9-8-14  |   |                |   |              |                                      |               |   |       |
| Division Manager: <i>[Signature]</i>                                      | Date: 9/11/14   |   |                |   |              |                                      |               |   |       |
| County Counselor's Office: <i>[Signature]</i>                             | Date:   |   |                |   |              |                                      |               |   |       |

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

This expenditure was included in the annual budget.

Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.

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

Funds sufficient for this expenditure will be/were appropriated by Ordinance #

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

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

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

This legislative action does not impact the County financially and does not require Finance/Budget approval.



**Res. 18605**

**THE SALVATION ARMY**

GENERAL ANDRÉ COX

LINWOOD CENTER SOCIAL SERVICES

101 W. Linwood

Kansas City, Missouri 64111

p: 816.756.2769

[www.salarmy-mokan.org](http://www.salarmy-mokan.org)

PAUL R. SEILER  
Territorial Commander

CHARLES H. SMITH  
MAJOR  
Divisional Commander

JOYCE SCHAU  
Divisional Social Services Director

September 3, 2014

Stacey Daniels-Young, Director  
Jackson County COMBAT  
415 E. 12th street, 9th Floor  
Kansas City, MO 64106

Dear Ms. Daniels-Young:

The Salvation Army Missouri Shield of Service is hopeful to add a contract amendment to its existing social detox program that would add Level II housing services (room and board) for clients receiving residential treatment services at Swope Parkway Health Services. We are proposing to provide up to four beds and three meals per day to those in inpatient services at Swope Parkway.

Please contact me if you need any additional information to finalize this offer. We are grateful for the opportunity and COMBAT's continued support of those in need of these services in our community.

Sincerely,

Debra Fester, Divisional Veterans & Recovery Services Coordinator  
(816) 285-2798 (direct)  
(816) 309-9058 (cell)

ACCESS HOUSE  
f: 816.756.1217

CHAPLAINCY SERVICES  
f: 816.756.3596



CHILDREN'S SHELTER  
f: 816.303.0183

PROPERTY DEPARTMENT  
f: 816.756.3596

SUPPORTIVE HOUSING  
f: 816.756.3596

PATHWAY OF HOPE  
f: 816.303.0184

DOING THE MOST GOOD

MOSOS  
p: 816.483.2281 f: 816.483.3679

SSVF  
f: 816.285.2494



**Res. 18605**

**SWOPE HEALTH  
SERVICES<sup>SM</sup>**  
Member Swope Community Enterprises

August 28, 2014

Stacey Daniels-Young, PhD, Director  
415 E. 12<sup>th</sup> Street, 9<sup>th</sup> floor  
Kansas City, MO 64106

Dr. Daniels-Young,

This letter serves as official notice that Swope Health Services will no longer be providing residential services at Imani House effective October 1, 2014. This will give us time to provide services to those who are already waiting and to properly exit our current residential location. We will be securing arrangements with Salvation Army to assist us with providing room and board for four (4) COMBAT funded consumers until the end of the fiscal year. We will continue to provide intensive day treatment services six (6) days per week and will provide transportation to and from Salvation Army each of those days. I understand that the reimbursement per night will be \$75 and not to exceed a total of \$36,000 from September-December 2014.

We look forward to continuing to provide our consumers the best care we can offer and working with COMBAT to assist us being able to do so. If you have any questions or concerns, please feel free to contact me at (816) 599-5559.

Respectfully,

Mark A Miller  
Vice President Behavioral Health Swope Health Services



# COMBAT

415 East 12<sup>th</sup> Street, Ninth Floor  
Kansas City, Missouri 64106  
www.combatjack.org

*Stacey Daniels-Young, Ph.D.*  
Director  
(816) 881-3510

*Vincent M. Ortega*  
Deputy Director  
(816) 881-3886

*Fax:*  
(816) 881-1416

September 8, 2014

To: Cathy Jolly

From: Dave Fleming 

Subject: COMBAT RLA

**Drug Commissioners:**

*Gloria Fischer*

*Venessa Maxwell-Lopez*

*Gene Morgan*

*Marva M. Moses*

*Keith Querry*

*Anita Russell*

*Joseph Spalitto, DDS*

*James Witteman, Jr.*

---

COMBAT is introducing the attached request for legislative action for the transfer of funds from Swope Health Services to Salvation Army (MOSOS) for the continuation of residential treatment services. Due to a number of reasons, Swope is no longer able to provide residential support services. They will, however, continue to provide intensive day treatment and outpatient services. In order to provide the residential support services needed by clients, Salvation Army (MOSOS) has agreed to provide that treatment service component. This proposed funding transfer is to move the funds that would support these services for the remainder of 2014 and is at no additional cost to the county.

Swope Services has been collaborating with a number of providers as they have addressed these issues and this partnership with Salvation Army is beneficial for both parties. This contract amendment will not require any advance to either party and it will be billed out with the other services being provided.

Should you have any questions, or need additional information, please feel free to contact me.

Cc: Stacey Daniels-Young

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

**A RESOLUTION** awarding a twenty-four month term and supply contract with one twenty-four month option to extend, for the furnishing of internet provider services to host an online food handler training program for the Environmental Health Division of the Public Works Department to Food Service Operators Training Achievement Program d/b/a TAP Series of Westlake Village, CA under the terms and conditions of Request for Proposals No. 53-14, at no cost to the County.

**RESOLUTION NO. 18606**, September 15, 2014

**INTRODUCED BY** Bob Spence, County Legislator

WHEREAS, the Environmental Health Division of the Public Works Department has a need for internet provider services to host an online food handler training program; and,

WHEREAS, the Director of Finance and Purchasing has solicited bids on Request for Proposals No. 53-14 for the furnishing of this service to provide for departmental needs for the upcoming twenty-four month period, with one twenty-four month option to extend; and,

WHEREAS, a total of six notifications were distributed and three responses were received, one of which was determined to be non-responsive, and the remaining responses evaluated as follows:

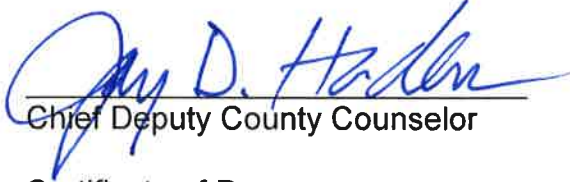
| <b><u>BIDDER</u></b>               | <b><u>TOTAL COURSE FEE</u></b> | <b><u>COUNTY'S PORTION</u></b> |
|------------------------------------|--------------------------------|--------------------------------|
| TAP Series<br>Westlake Village, CA | \$24.95                        | \$22.00                        |
| State Food Safety<br>Orem, UT      | \$25.00                        | \$15.00                        |

WHEREAS, the Director of Finance and Purchasing recommends that the contract be awarded to TAP Series of Westlake Village, CA, as the best overall bid; 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 is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award and any extension.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18606 of September 15, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Resolution No.: 18606

Sponsor(s): Bob Spence

Date: September 15, 2014

| <p>SUBJECT</p>   | <p>Action Requested<br/> <input checked="" type="checkbox"/> Resolution<br/> <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twenty-Four Month Term and Supply Contract with a Twenty-Four Month Extension Option for an Internet Provider to Host an On-Line Food Handler Training Program for the Jackson County, Missouri Public Works Environmental Health Division to Food Service Operators Training Achievement Program dba: TAP Series of Westlake Village, California under the terms and conditions of Request for Proposal No. 53-14.</u></p>   |   |                                    |  |                      |  |         |  |         |   |  |
|--|---|---|------------------------------------|--|----------------------|--|---------|--|---------|---|--|
| <p>BUDGET INFORMATION<br/> <i>To be completed By Requesting Department and Finance</i></p> | <table border="1" data-bbox="324 651 1412 840"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/>         Department: _____ Estimated Use: \$ _____</p> <p>This will be a revenue-generating contract.</p> <p>Prior Year Budget (if applicable): _____<br/>         Prior Year Actual Amount Spent (if applicable): _____</p>  | Amount authorized by this legislation this fiscal year: |                                    | Amount previously authorized this fiscal year: |                      | Total amount authorized after this legislative action: |         | Amount budgeted for this item * (including transfers): |         | Source of funding (name of fund) and account code number: |  |
| Amount authorized by this legislation this fiscal year:                                    |   |   |                                    |  |                      |  |         |  |         |   |  |
| Amount previously authorized this fiscal year:   |   |   |                                    |  |                      |  |         |  |         |   |  |
| Total amount authorized after this legislative action:                                     |   |   |                                    |  |                      |  |         |  |         |   |  |
| Amount budgeted for this item * (including transfers):                                     |   |   |                                    |  |                      |  |         |  |         |   |  |
| Source of funding (name of fund) and account code number:                                  |   |   |                                    |  |                      |  |         |  |         |   |  |
| <p>PRIOR LEGISLATION</p>   | <p>Prior ordinances and (date): _____<br/>         Prior resolutions and (date): 17322, July 12, 2010</p>   |   |                                    |  |                      |  |         |  |         |   |  |
| <p>CONTACT INFORMATION</p>   | <p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>  |   |                                    |  |                      |  |         |  |         |   |  |
| <p>REQUEST SUMMARY</p>   | <p>The Environmental Health Division of the Public Works Department requires an Internet Provider/Vendor to host an On-Line Food Handler Training Program. There will be no cost to the County for this program and it will generate revenue for the County.</p> <p>A total of six notifications were distributed and three responses were received, one of which was rejected as being non-responsive to the terms and conditions of the Request for Proposal. The remaining two responses were evaluated as follows:</p> <table data-bbox="316 1575 1380 1732"> <thead> <tr> <th></th> <th>TAP Series<br/>Westlake Village, CA</th> <th>State Food Safety<br/>Orem, UT</th> </tr> </thead> <tbody> <tr> <td>Total fee for Course</td> <td>\$24.95</td> <td>\$25.00</td> </tr> <tr> <td>Amount returned to County</td> <td>\$22.00</td> <td>\$15.00</td> </tr> </tbody> </table> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award for the furnishing of On-Line Food Handler Training Program for the Environmental Health Division of the Public Works Department to TAP Series of Westlake Village, California as the best proposal received.</p> |   | TAP Series<br>Westlake Village, CA | State Food Safety<br>Orem, UT                  | Total fee for Course | \$24.95  | \$25.00 | Amount returned to County                              | \$22.00 | \$15.00   |  |
|  | TAP Series<br>Westlake Village, CA  | State Food Safety<br>Orem, UT                           |                                    |  |                      |  |         |  |         |   |  |
| Total fee for Course   | \$24.95   | \$25.00   |                                    |  |                      |  |         |  |         |   |  |
| Amount returned to County  | \$22.00   | \$15.00   |                                    |  |                      |  |         |  |         |   |  |

|             |   |                      |
|-------------|---|----------------------|
| CLEARANCE   | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A<br><input type="checkbox"/> Business License Verified (Purchasing & Department) N/A<br><input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) |                      |
| ATTACHMENTS | Abstract of Bids, Memorandum from Ms. Deb Sees, Public Health Supervisor and the pertinent pages of TAP Series proposal.  |                      |
| REVIEW      | Department Director: <i>Earl Newell</i>   | Date: <i>9-8-14</i>  |
|             | Finance (Budget Approval):<br><i>If applicable</i> <i>N/A</i>   | Date: <i>9-9-14</i>  |
|             | Division Manager: <i>SM</i>   | Date: <i>9/11/14</i> |
|             | County Counselor's Office:  | Date:                |

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

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

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

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

ABSTRACT OF BIDS

|  |  |             |  |      |     |  |                                   |                                     |        |        |
|--|--|-------------|--|------|-----|--|-----------------------------------|-------------------------------------|--------|--------|
| BID NO: 53-14<br>DATE: 08/05/14<br>COMMODITY: Online Food handler Training Program |  | DESCRIPTION |  | UNIT | QTY | George<br>Roughan<br>Tap<br>Series<br>AMOUNT | Statefoodsafety<br>.com<br>AMOUNT | Safeway<br>Certifications<br>AMOUNT | AMOUNT | AMOUNT |
|--|--|-------------|--|------|-----|--|-----------------------------------|-------------------------------------|--------|--------|

Request for Proposal  
 See bid See bid See bid

Res. 18606

CERTIFICATION OF BID OPENING  
 BIDS WERE PUBLICLY  
 OPENED AND RECORDED  
 ON: 8/5/2014 BY  
*Silvia R...*  
 CLERK OF THE LEGISLATURE  
*Dorena Cavonius*

ABSTRACT OF BIDS

| BID NO: 53-14<br>DATE: 08/05/14<br>COMMODITY: Online Food handler Training Program |             | Statefoodsafety .com<br>Amount |     | Safeway Certifications<br>Amount |  | George Roughan Tap Series<br>Amount |  | Amount |  | Amount |  |
|--|-------------|--------------------------------|-----|----------------------------------|--|-------------------------------------|--|--------|--|--------|--|
| NO   | DESCRIPTION | UNIT                           | QTY | PURCHASING                       |  |                                     |  |        |  |        |  |



**JACKSON COUNTY**  
**Public Works and Facilities Management Departments**

303 West Walnut Street  
Independence, Missouri 64050  
www.jacksongov.org

Res. 18606

**MEMORANDUM**

*Administration Offices*  
303 W. Walnut  
Independence, MO  
64050  
(816) 881-4530  
Fax: (816) 881-4448

*Planning*  
303 W. Walnut  
Independence, MO  
64050  
(816) 881-4649  
Fax: (816) 881-1650

*Road Maintenance and  
Environmental Health*  
34900 E. Old U.S. 40 Hwy.  
P.O. Box 160  
Grain Valley, MO  
64029  
(816) 847-7050  
Fax: (816) 847-7051

**TO:** Barbara Casamento, Purchasing Supervisor  
Finance and Purchasing Department

**FROM:** Deb Sees, Public Health Supervisor  
Public Works and Facilities Management Departments

**DATE:** 08/22/14

**RE:** Proposal No. 53-14 Online Food Handlers Training Program

Evaluation of Proposal No. 53-14 Online Food Handler Training Program - Two proposals were submitted from State Food Safety and Training Achievement Program (TAP Series). The proposals were evaluated in the four categories listed below.

5.6.1 Responsiveness to General Conditions, Scope of Services and other provisions of this request for proposal: 5%

|                   |            |
|-------------------|------------|
| State Food Safety | TAP Series |
| 5 points          | 5 points   |

5.6.2 Respondent's Experience and Qualifications: 35%

|                   |            |
|-------------------|------------|
| State Food Safety | TAP Series |
| 35 points         | 35 points  |

5.6.3 Respondent's Ability to perform: 35%

|                   |            |
|-------------------|------------|
| State Food Safety | TAP Series |
| 35 points         | 35 points  |

5.6.4 Respondent's Pricing: 25%

|                   |            |
|-------------------|------------|
| State Food Safety | TAP Series |
| 15 points         | 25 points  |

|        |           |            |
|--------|-----------|------------|
| Totals | 90 points | 100 points |
|--------|-----------|------------|

Michael D. Sanders, County Executive

## Res. 18606

Food Handler training is required for anyone handling food. This is a requirement in the food code and chapter 40. We also have a reciprocity agreement with Kansas City, Independence, Clay County, Platte County, and Cass County. Both programs evaluated have met the requirements of the food code, chapter 40, and the reciprocity agreement. Tap series has a function that allows a second chance at answering a test question when an incorrect answer is given. This would allow the student to learn from a mistaken answer. The main difference is the pricing. State Food Safety charges \$25 for the online training. \$10 remains with them and \$15 with Jackson County. TAP Series charges \$24.95. \$2.95 remains with them and \$22 remains with Jackson County. My recommendation would be to use TAP Series

July 30, 2014

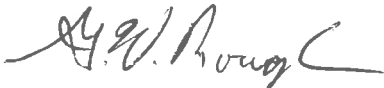
Food Service Operators Training Achievement Program Series dba TAP Series  
Jackson County, Missouri Public Works Department  
Online Food Handler Training Program RFP # 54-13  
Pricing Proposal

Based on experience with health jurisdictions that participate with the collection and storage of Food Handler certificate information and the efforts required of TAP Series to provide all aspects required of the Program TAP Series believes a fair cost to the consumer for these efforts to be a total cost of \$24.95 per person.

TAP Series will keep \$2.95 of the revenue and provide \$22 to Jackson County, Missouri Public Works Department.

TAP Series is able to support this pricing due to its having the infrastructure already in place to successfully implement and sustain the delivery of the required elements of the Program.

Sincerely,



George Roughan, Managing Partner

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

**A RESOLUTION** authorizing the Director of Finance and Purchasing to execute a twenty-four month extension to the lease agreement with D. Varalli Enterprises, LLC, d/b/a Towne Square Professional Building, for the furnishing of office space, at a cost to the County not to exceed \$10,668.00 in 2014 and \$99,738.48 over the life of the lease.

**RESOLUTION NO. 18607**, September 15, 2014

**INTRODUCED BY** Theresa Garza Ruiz, County Legislator

WHEREAS, by Resolution 16733, dated October 6, 2008, the Legislature did authorize the execution of a lease with D. Varalli Enterprises, LLC, d/b/a Towne Square Professional Building, for the furnishing of office space for certain County operations; and,

WHEREAS, by Resolution 17201, dated March 8, 2010, Resolution 17625, dated July 11, 2011, and Resolution 18007, dated October 29, 2014, the Legislature did authorize addenda to the lease agreement for additional office space in the building and for an extension of the lease term; and,

WHEREAS, the County desires to extend the lease for an additional twenty-four month period from October 14, 2014, through October 13, 2016, for the furnishing of office space for County operations, including the Office of Emergency Management, County Legislative Auditor, County Legislative Clerk, and legislative offices, at a cost to the County not to exceed \$10,667.86 in 2014 and \$99,738.48 over the life of the lease extension; and,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing is authorized to execute the attached Amendment to the Lease with D. Varalli Enterprises, LLC, at a cost not to exceed \$10,667.86 in 2014; and,

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

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

APPROVED AS TO FORM:

Jay D. Hadler  
Chief Deputy County Counselor

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18607 of September 15, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 001 1208 56620  
ACCOUNT TITLE: General Fund  
Facilities Management  
Rent - Buildings  
NOT TO EXCEED: \$4,066.00

ACCOUNT NUMBER: 002 1222 56620  
ACCOUNT TITLE: Health Fund  
Emergency Preparedness  
Rent - Buildings  
NOT TO EXCEED: \$6,602.00

Funds for future years are subject to appropriation in the then current annual County Budget.

September 9, 2014  
Date

[Signature]  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18607

Sponsor(s): Theresa Garza Ruiz

Date: September 15, 2014

|   |  |   |             |  |    |  |    |  |             |   |           |                          |  |                          |         |
|---|--|---|-------------|--|----|--|----|--|-------------|---|-----------|--------------------------|--|--------------------------|---------|
| <p><b>SUBJECT</b></p>   | <p>Action Requested<br/> <input checked="" type="checkbox"/> Resolution<br/> <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the Director of Finance and Purchasing to execute a two-year extension to the lease agreement with D. Varalli, LLC, d/b/a Towne Square Professional Building, for the furnishing of office space at a cost to the County not to exceed \$10,667.86 in 2014 and \$99,738.48 over the life of the lease extension.</p>  |   |             |  |    |  |    |  |             |   |           |                          |  |                          |         |
| <p><b>BUDGET INFORMATION</b><br/> <i>To be completed By Requesting Department and Finance</i></p> | <table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$10,667.86</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$10,667.86</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT</td> </tr> <tr> <td>001-1208-56620 \$4066.26</td> <td></td> </tr> <tr> <td>002-1222-56620 \$6601.60</td> <td>TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/>         Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):<br/>         Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | \$10,667.86 | Amount previously authorized this fiscal year: | \$ | Total amount authorized after this legislative action: | \$ | Amount budgeted for this item * (including transfers): | \$10,667.86 | Source of funding (name of fund) and account code number; FROM / TO | FROM ACCT | 001-1208-56620 \$4066.26 |  | 002-1222-56620 \$6601.60 | TO ACCT |
| Amount authorized by this legislation this fiscal year:   | \$10,667.86  |   |             |  |    |  |    |  |             |   |           |                          |  |                          |         |
| Amount previously authorized this fiscal year:  | \$   |   |             |  |    |  |    |  |             |   |           |                          |  |                          |         |
| Total amount authorized after this legislative action:  | \$   |   |             |  |    |  |    |  |             |   |           |                          |  |                          |         |
| Amount budgeted for this item * (including transfers):  | \$10,667.86  |   |             |  |    |  |    |  |             |   |           |                          |  |                          |         |
| Source of funding (name of fund) and account code number; FROM / TO                               | FROM ACCT  |   |             |  |    |  |    |  |             |   |           |                          |  |                          |         |
| 001-1208-56620 \$4066.26  |  |   |             |  |    |  |    |  |             |   |           |                          |  |                          |         |
| 002-1222-56620 \$6601.60  | TO ACCT  |   |             |  |    |  |    |  |             |   |           |                          |  |                          |         |
| <p><b>PRIOR LEGISLATION</b></p>   | <p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 18007- October 29, 2012<br/>         17625 – July 11, 2011<br/>         17201- March 8, 2010<br/>         16733- October 6, 2008</p>  |   |             |  |    |  |    |  |             |   |           |                          |  |                          |         |
| <p><b>CONTACT INFORMATION</b></p>   | <p>RLA drafted by (name, title, &amp; phone): Scott George, Senior Operations Manager, (816)881-3073</p>   |   |             |  |    |  |    |  |             |   |           |                          |  |                          |         |
| <p><b>REQUEST SUMMARY</b></p>   | <p>Since 2008, the County has leased space in the Towne Square Professional Building to provide office space for certain County operations including the Office of Emergency Management, County Legislative Auditor, County Legislative Clerk, and Legislative offices. The County and landlord have agreed to a two-year lease extension at no increase in rent rate to the county.</p>   |   |             |  |    |  |    |  |             |   |           |                          |  |                          |         |
| <p><b>CLEARANCE</b></p>   | <p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)<br/> <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)<br/> <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>  |   |             |  |    |  |    |  |             |   |           |                          |  |                          |         |

|             |   |                      |
|-------------|---|----------------------|
| ATTACHMENTS |   |                      |
| REVIEW      | Department Director:  | Date:                |
|             | Finance (Budget Approval):<br><i>If applicable</i> <i>Robert S Ball</i> | Date: <i>9-8-14</i>  |
|             | Division Manager: <i>SG</i>   | Date: <i>9/11/14</i> |
|             | County Counselor's Office:  | Date:                |

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

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

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

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



**OFFICE LEASE ADDENDUM**

WHEREAS, D. Varalli Enterprises, LLC d/b/a Towne Square Professional Building, as Landlord, and Jackson County, Missouri, as Tenant, entered into an Office Lease Agreement dated October 9, 2008, for the following described premises: 201 W. Lexington (all rentable area on the second floor except the Northwest corner office area known as Suite 202 as shown in Exhibit A), Independence, Missouri; and,

WHEREAS, by Resolution 17201, dated March 8, 2010, the Jackson County Legislature did authorize the exercise of a first right of refusal to acquire the additional office space located at the Northwest corner of the second floor; and,

WHEREAS, by Resolution 17625, dated July 11, 2011, the Legislature did authorize a nineteen-month extension to the Lease Agreement from March 13, 2011, through October 14, 2012; and,

WHEREAS, by Resolution 18007, dated October 29, 2012, the Jackson County Legislature did authorize a twenty-four month extension to the lease agreement from October 14, 2012, through October 13, 2014; and,

WHEREAS, said Landlord and Tenant wish to extend the Office Lease agreement in the manner and to the extent hereinafter set forth; now therefore,

EXCEPT as herein modified all of the remaining terms, covenants, and conditions of the Office Lease Agreement dated October 9, 2008, shall remain the same and are incorporated herein by reference along with this Addendum.

**BASIC PROVISIONS:**

1.3. "Premises": Approximately **4,551** square feet, (all rentable area on the second floor) known as Suite 200, of a portion of the building located at 201 W. Lexington in Independence, Missouri. The property presently is under a Chapter 353, RSMo., tax abatement.

1.4 "Tenant Percentage": Total rentable area in the above building is 18,762 square feet, and Tenant's proportionate share is 24.3 percent (known as Tenant's Percentage).

1.5 "Lease Term": Effective October 14, 2014, the lease term is to be extended as follows: a period of twenty-four (24) months commencing on October 14, 2014, (the "Commencement Date") and ending on October 13, 2016, (the "Expiration Date"), unless sooner terminated in accordance with the provisions of this Agreement. A Lease Term Year will run from the original commencement date in October 2014 to the next October.

1.6 "Base Rent": \$49,869.24 per year, payable in monthly installments in advance, due on or before the 15<sup>th</sup> day of each month, during the Lease Term according to the following schedule:

**October 14, 2014, through October 13, 2016, at the rate of \$10.96 per sq. ft. = \$4,155.77/mo.**

|  |            |
|--|------------|
| Month 1 (prorated) October 14 <sup>th</sup> through 30 <sup>th</sup> ----- | \$2,356.32 |
| Month 2 through 23 -----   | \$4,155.77 |
| Month 24 (prorated) October 1 <sup>st</sup> through 13 <sup>th</sup> ----- | \$1,799.45 |

Rent shall be paid to Landlord or the Agent of the Landlord at P.O. Box 1188, Independence, Missouri 64051, or at such other place, as Landlord shall designate.

IN WITNESS WHEREOF, Landlord and Tenant, acting herein by duly authorized individuals, have caused this instrument to be executed in three (3) originals, on the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

TENANT: Jackson County, Missouri

LANDLORD: Towne Square Professional Building

By \_\_\_\_\_  
Q. Troy Thomas  
Finance & Purchasing Director

By \_\_\_\_\_  
Owner / Agent

Approved as to form:

ATTEST:

\_\_\_\_\_  
W. Stephen Nixon  
County Counselor

By \_\_\_\_\_  
Mary Jo Spino  
County Clerk

DATE: \_\_\_\_\_

### REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$10,668.00 which is hereby authorized.

Funds for future years are subject to appropriation in the then current annual County Budget.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing  
Account No: 001-1208-56620 - \$4,066  
002-1222-56620 - \$6,602

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

**A RESOLUTION** awarding a twelve-month term and supply contract, with three twelve-month options to extend, for the furnishing of property casualty insurance for use countywide to Lockton Companies, LLC., of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 57-14.

**RESOLUTION NO. 18608**, September 15, 2014

**INTRODUCED BY** Theresa Garza Ruiz, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 57-14 for the furnishing of property insurance for use by the Finance and Purchasing Department; and,

WHEREAS, a total of twenty-four notifications were distributed and three responses were received, one of which was determined to be non-responsive, and the remaining responses evaluated as follows:

| <u>BIDDER</u>   | <u>ANNUAL PREMIUM</u> | <u>DEDUCTIBLE</u> |
|---|-----------------------|-------------------|
| Lockton Companies<br>Broker for Travelers Indemnity Co.<br>Kansas City (Jackson County), MO | \$552,191.00          | \$150,000.00      |
| Lockton Companies<br>Broker for Zurich Insurance<br>Kansas City (Jackson County), MO        | \$583,438.00          | \$150,000.00      |

and,

WHEREAS, following evaluation of the bids submitted, the Director of Finance and Purchasing recommends award to Lockton Companies of Kansas City (Jackson

MO, broker for Travelers Indemnity Co., as the lowest and best bidder; now therefore,

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Senior Deputy County Counselor

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18608 of September 15, 2014 was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION



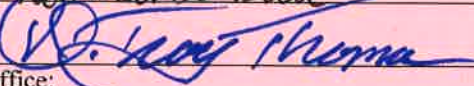
Completed by County Counselor's Office:

Res/Ord No.: 18608

Sponsor(s): Theresa Garza Ruiz

Date: September 15, 2014

| <p><b>SUBJECT</b></p>   | <p>Action Requested<br/> <input checked="" type="checkbox"/> Resolution<br/> <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with Three Twelve Month Options to Extend for the furnishing of Broker to Provide Property Insurance for the Finance and Purchasing Department to Lockton Companies of Kansas City, Missouri, as Broker for Travelers; under the terms and conditions of Invitation to Bid No. 57-14.</u></p>   |   |                |            |  |           |           |  |           |           |  |  |    |   |           |  |  |         |  |
|---|---|---|----------------|------------|--|-----------|-----------|--|-----------|-----------|--|--|----|---|-----------|--|--|---------|--|
| <p><b>BUDGET INFORMATION</b><br/> <i>To be completed By Requesting Department and Finance</i></p> | <table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT</td> <td></td> </tr> <tr> <td></td> <td>TO ACCT</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)<br/> <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/>         Department: Finance and Purchasing      Estimated Use: \$552,191.00</p> <p>Requesting approval by the Legislature of the Term and Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated use figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$511,475.00<br/>         Prior Year Actual Amount Spent (if applicable): \$635,161.00</p> <p>*The premium values were increased in November 2013 due to the appraisals of the stadiums and the hospital.</p> | Amount authorized by this legislation this fiscal year: |                | \$         | Amount previously authorized this fiscal year:             |           | \$        | Total amount authorized after this legislative action: |           | \$        | Amount budgeted for this item * (including transfers): |  | \$ | Source of funding (name of fund) and account code number; FROM / TO | FROM ACCT |  |  | TO ACCT |  |
| Amount authorized by this legislation this fiscal year:   |   | \$  |                |            |  |           |           |  |           |           |  |  |    |   |           |  |  |         |  |
| Amount previously authorized this fiscal year:  |   | \$  |                |            |  |           |           |  |           |           |  |  |    |   |           |  |  |         |  |
| Total amount authorized after this legislative action:  |   | \$  |                |            |  |           |           |  |           |           |  |  |    |   |           |  |  |         |  |
| Amount budgeted for this item * (including transfers):  |   | \$  |                |            |  |           |           |  |           |           |  |  |    |   |           |  |  |         |  |
| Source of funding (name of fund) and account code number; FROM / TO                               | FROM ACCT   |   |                |            |  |           |           |  |           |           |  |  |    |   |           |  |  |         |  |
|   | TO ACCT   |   |                |            |  |           |           |  |           |           |  |  |    |   |           |  |  |         |  |
| <p><b>PRIOR LEGISLATION</b></p>   | <p>Prior ordinances and (date):<br/>         Prior resolutions and (date): 17367, September 13, 2010</p>  |   |                |            |  |           |           |  |           |           |  |  |    |   |           |  |  |         |  |
| <p><b>CONTACT INFORMATION</b></p>   | <p>RLA drafted by (name, title, &amp; phone): Anessa Culbertson, Senior Buyer, 881-3465</p>   |   |                |            |  |           |           |  |           |           |  |  |    |   |           |  |  |         |  |
| <p><b>REQUEST SUMMARY</b></p>   | <p>The Finance and Purchasing Department requires a bid for Broker to Provide Property Insurance due to the current contract expiring. Purchasing issued Invitation to Bid No. 57-14 in response to those requirements.</p> <p>A total of 24 notifications were distributed with three responses received and evaluated; of those one was considered non-responsive.</p> <table border="1"> <thead> <tr> <th>BIDDER</th> <th>ANNUAL PREMIUM</th> <th>DEDUCTIBLE</th> </tr> </thead> <tbody> <tr> <td>Lockton Companies, Kansas City, MO<br/>Broker for Travelers</td> <td>\$552,191</td> <td>\$150,000</td> </tr> <tr> <td>Broker for Zurich</td> <td>\$583,438</td> <td>\$150,000</td> </tr> </tbody> </table> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract for the furnishing of Broker to Provide Property Insurance to Lockton Companies of Kansas City, Missouri; under the terms and conditions of Invitation to Bid No. 57-14 and to the lowest and best bidder meeting specifications for each item.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>   | BIDDER  | ANNUAL PREMIUM | DEDUCTIBLE | Lockton Companies, Kansas City, MO<br>Broker for Travelers | \$552,191 | \$150,000 | Broker for Zurich                                      | \$583,438 | \$150,000 |  |  |    |   |           |  |  |         |  |
| BIDDER  | ANNUAL PREMIUM  | DEDUCTIBLE  |                |            |  |           |           |  |           |           |  |  |    |   |           |  |  |         |  |
| Lockton Companies, Kansas City, MO<br>Broker for Travelers  | \$552,191   | \$150,000   |                |            |  |           |           |  |           |           |  |  |    |   |           |  |  |         |  |
| Broker for Zurich   | \$583,438   | \$150,000   |                |            |  |           |           |  |           |           |  |  |    |   |           |  |  |         |  |

|             |   |               |
|-------------|---|---------------|
| CLEARANCE   | <input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department)<br><input checked="" type="checkbox"/> Business License Verified (Purchasing & Department)<br><input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) |               |
| ATTACHMENTS | Abstract of Bids, Recap of Unit Prices and Memo from Celestine Williams, Risk Manager and pertinent bid documents from Lockton.   |               |
| REVIEW      | Department Director:    | Date: 9/10/14 |
|             | Finance (Budget Approval):<br>If applicable N/A    | Date: 9-9-14  |
|             | Division Manager:   | Date: 9/10/14 |
|             | County Counselor's Office:  | Date:         |

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

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

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

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

ABSTRACT OF BIDS

Res. 18608

BID NO: 57-14  
 DATE: 8/26/14  
 COMMODITY: Broker to Provide Property Insurance

| NO | DESCRIPTION | UNIT | QTY | AMOUNT | Lockton | Marsh | AMOUNT | AMOUNT | AMOUNT | AMOUNT |
|----|-------------|------|-----|--------|---------|-------|--------|--------|--------|--------|
|----|-------------|------|-----|--------|---------|-------|--------|--------|--------|--------|

Total

\$ 552,191.00 per bid

CERTIFICATION OF BID OPENING  
 BIDS WERE PUBLICLY  
 OPENED AND RECORDED

ON: August 26, 2014, BY

*Marie B. Pines*  
 CLERK OF THE LEGISLATURE

*Shirley C. Kelly*

## Broker to Provide Property Insurance

|                         | Annual Premium | Deductible   |
|-------------------------|----------------|--------------|
| <b>Locton Companies</b> |                |              |
| Broker for Travelers    | \$552,191.00   | \$150,000.00 |
| Broker for Zurich       | \$583,438.00   | \$150,000.00 |
| <b>Marsh</b>            | No value       | No value     |

**From:** Celestine I. Williams  
**Sent:** Thursday, September 04, 2014 11:42 AM  
**To:** Anessa Culbertson  
**Subject:** RE: Bid No. 57-14

Our broker has recommended Traveler's and please include this in the RLA.

Thanks.

**From:** Anessa Culbertson  
**Sent:** Thursday, September 04, 2014 11:38 AM  
**To:** Celestine I. Williams  
**Subject:** RE: Bid No. 57-14

Do you want me to put the \$552,191 for the estimated use for the Finance Department on the RLA though?

**From:** Celestine I. Williams  
**Sent:** Thursday, September 04, 2014 11:35 AM  
**To:** Anessa Culbertson  
**Subject:** RE: Bid No. 57-14

Anessa,

I don't want to put which carrier in the agreement, because I want to go over this with the broker.

Thanks and if you have questions, call my cell 726-2708.

Celestine I. Williams  
Audit Procedures Analyst/Risk Manager  
Jackson County  
415 East 12th Street  
Kansas City, MO 64106  
816-881-3202-Telephone  
816-881-3877-Fax

**From:** Anessa Culbertson  
**Sent:** Thursday, September 04, 2014 10:04 AM  
**To:** Celestine I. Williams  
**Subject:** RE: Bid No. 57-14

Can you also put in here that the County wants to use Traveler's because they had the lowest premium at \$552,191. Thank you.

**From:** Celestine I. Williams  
**Sent:** Wednesday, September 03, 2014 6:01 PM  
**To:** Anessa Culbertson  
**Subject:** Bid No. 57-14

Anessa,

After review of the two proposals submitted for the subject bid, I have determined that Lockton Companies will be our Broker of Services for Property Insurance based upon the services and capabilities that have provided to Jackson County in their proposal.

If you need additional information, please let me know.

Thanks.

Celestine I. Williams  
Audit Procedures Analyst/Risk Manager  
Jackson County  
415 East 12th Street  
Kansas City, MO 64106  
816-881-3202-Telephone  
816-881-3877-Fax

Jackson County Missouri Invitation to Bid No. 57-14  
Page 2 of 47

**A TERM AND SUPPLY CONTRACT for the furnishing of BROKER TO PROVIDE PROPERTY INSURANCE for use by the Finance and Purchasing Department.**

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "for" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 12th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modifications to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successors and assigns of the parties. The Contractor shall not assign this Contract or any part payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranty provided in Article 10 of the Uniform Commercial Code of the State of Missouri to the extent that it is made by the goods themselves.

The County will accept and employ as employees all persons who have been identified and having thereon a photograph of the employee, the County will pay for any goods and services delivered by Contractor to any person who did not possess a valid Missouri Driver's License or Missouri Identification Card and who were not in fact employed by the County.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor.

The parties have voluntarily entered this Contract beyond its original term for a term not to exceed 16 consecutive extensions. The parties agree in the original term provided that the County's consent to such an extension and the extension shall be subject to the terms and conditions of the original contract. The parties agree that the extension shall be subject to the terms and conditions of the original contract and shall be subject to the terms and conditions of the original contract.


The County will pay to and cover the applicable price quoted by Contractor in its offer for any goods and services which purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith efforts to make payment within thirty (30) days after the date of delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice on which the pertinent County number order Number is printed may be withheld by the County to protect itself from actual or potential loss which may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Contract.

If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or educational institution having membership in the Mid-Missouri Council of Public Utilities and located within the greater Kansas City Metropolitan Trade Area? (If not, please state the reasons therefor.)

Indicate only Yes  No  Initials: \_\_\_\_\_ Minimum order, if applicable: \_\_\_\_\_

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The award of this Contract will be approved by the County Council's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded.

CONTRACTOR'S NAME: **Lockton Companies, LLC** PHONE NO: **816-960-9000**  
ADDRESS: **444 W. 47th Street** FAX NO: **816-960-9099**  
NAME OF AUTHORIZED AGENT: **Patrick Meyers** DATE: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT:  TITLE: **Senior Vice President**  
EMAIL ADDRESS OF AUTHORIZED AGENT: **pmeyers@lockton.com**  
FEDERAL ID NO: **48-0763803** SOCIAL SECURITY NO: \_\_\_\_\_  
CHECK IF MINORITY OWNED:  WOMAN OWNED:  School, If Applicable: \_\_\_\_\_  
EXPIRES: \_\_\_\_\_ BY: **CLYDE THOMAS, DIRECTOR OF FINANCE AND PURCHASING**

SIGNATURE OF COUNTY OFFICIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

**Res. 18608****PROPERTY QUOTE COMPARISON—ALL OR NOTHING**

|  | RFP            | Travelers      | Zurich        |
|--|----------------|----------------|---------------|
| Blanket Real & Personal Property Values  | 1,405,875,730  | 1,405,875,730  | 1,405,875,730 |
| Policy Loss Limit  | 1,000,000,000  | 1,000,000,000  | 1,000,000,000 |
| Miscellaneous Unscheduled Locations  | 5,000,000      | 5,000,000      | 5,000,000     |
| Newly Constructed or Acquired Property   | 25,000,000     | 25,000,000     | 25,000,000    |
| Demolition, Increased Cost of Construction and Debris Removal  | 25,000,000     | 25,000,000     | 25,000,000    |
| Ordinance or Law including Demolition and Increased Cost of Construction   | 25,000,000     | 25,000,000     | 25,000,000    |
| Flood Except Zone A & V  | 100,000,000    | 100,000,000    | 100,000,000   |
| Flood Zone A   | 1,000,000      | 1,000,000      | 1,000,000     |
| Earth Movement   | 100,000,000    | 100,000,000    | 100,000,000   |
| Errors and Omission, Not including Earth Movement or Flood   | 5,000,000      | 5,000,000      | 5,000,000     |
| Extra Expense  | 10,000,000     | 10,000,000     | 10,000,000    |
| Comprehensive Boiler and Machinery all Locations Include Inspections NOTE: Only the Independence Square Courthouse and Annex have boilers. | Policy Limit   | 500,000,000    | 300,000,000 ✓ |
| Loss of Rents  | 10,000,000     | 10,000,000     | 10,000,000    |
| Also Include:  |                |                |               |
| 1) EDP Media and Equipment   | 25,000,000     | 25,000,000     | Policy Limit  |
| 2) EDP Media and Reconstruction  | Included       | Included       | Included      |
| 3) Accounts Receivable   | 10,000,000     | 10,000,000     | 10,000,000    |
| 4) Valuable Papers and Records   | 10,000,000     | 10,000,000     | 10,000,000    |
| 5) Transit   | 1,000,000      | 1,000,000      | 1,000,000     |
| Per Addendum 2   |                |                |               |
| Off Premise Utility Services   | 10,000,000     | 10,000,000     | 10,000,000    |
| Fine Arts  | 1,000,000      | 1,000,000      | 1,000,000     |
| Pollutant Cleanup  | 100,000        | 100,000        | 500,000 ✓     |
| Data Claim Expense   | 25,000         | 25,000         | —             |
| Contractors Equipment  | 250,000        | 250,000        | 250,000       |
| Ingress/Egress   | 1,000,000      | 1,000,000      | 1,000,000     |
| Terrorism  | 500,000,000    | 500,000,000    | 500,000,000   |
| Deductible—All Coverages   | 150,000        | 150,000        | 150,000       |
| Deductible—Flood Zone A&V  | NFIP (500,000) | NFIP (500,000) | 1,000,000 ✓   |
| Deductible—500 Year Flood  | 150,000        | 150,000        | 500,000 ✓     |
| Premium  | 635,161        | 552,191        | 583,438       |

**Res. 18608**

|  | RFP | Travelers                  | Zurich                     |
|--|-----|----------------------------|----------------------------|
| <b>*Additional Limits/Sublimits Included</b>         |     |                            |                            |
| Debris Removal                                       |     | 25% of loss plus \$500,000 | 25% of loss plus \$500,000 |
| Expediting Expense                                   |     | 250,000                    | 250,000                    |
| Fire Brigade and Extinguishing Expenses              |     | Included                   | 1,000,000                  |
| Leasehold Interest                                   |     | 1,000,000                  | 1,000,000                  |
| Preservation of Property                             |     | 250,000                    | 1,000,000 ✓                |
| Personal Effects of Officers and Employees           |     | 100,000                    | Included ✓                 |
| Professional Fees                                    |     |                            | 500,000 ✓                  |
| Property in Course of Construction                   |     | Must be named              | 500,000                    |
| Trees, Shrubs, Plants and Land Improvements—Per Item |     | 500,000                    | 500,000                    |
| Notice of Cancellation                               |     | 60 days                    | 60 days                    |
| <b>Time Limits</b>                                   |     |                            |                            |
| Business Interruption                                |     | 48 hours                   | 150,000                    |
| Ingress/Egress                                       |     | 30 days                    | 30 days                    |
| Newly Acquired Property                              |     | 120 days                   | 120 days                   |
| Civil Authority                                      |     | 30 days                    | 30 days                    |
| Computer Systems—Nonphysical Damage                  |     |                            | 12 hrs.                    |

\*Options requested to include no limit requested on RFP





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

**A RESOLUTION** urging the National Football League to name Kansas City as the host city for an upcoming Super Bowl.

**RESOLUTION NO. 18609**, September 15, 2014

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, Arrowhead Stadium, home of the Kansas City Chiefs football team since 1972, is the fifth largest stadium in the National Football League (NFL); and

WHEREAS, the stadium has a seating capacity of 76,416, larger than each of the next three upcoming Super Bowl host sites; and,

WHEREAS, Arrowhead Stadium completed a \$350 million renovation in 2010, which included new luxury boxes, wider concourses, and enhanced amenities; and,

WHEREAS, the late Lamar Hunt, founder of the Kansas City Chiefs, is an influential figure in NFL history and is the namesake of the AFL championship *Lamar Hunt Trophy*; and,

WHEREAS, Mr. Hunt, the designer of the current play-off system, coined the name "Super Bowl", and dreamed of hosting a Super Bowl in Kansas City; and,

WHEREAS, the climate in Kansas City should not be a deterrent to selection as a site

for the game, since the most recent Super Bowl was played in an outdoor stadium located in New Jersey; and,

WHEREAS, a Super Bowl in Kansas City will bring economic gains to the region while showcasing Kansas City's Midwestern hospitality, fine hotels, modern facilities, and the opportunity for visitors to sample some of the best barbecue in America; and,

WHEREAS, a Super Bowl held at Arrowhead Stadium would be in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby urges the National Football League to name Kansas City as the host city for an upcoming Super Bowl.

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

APPROVED AS TO FORM:



\_\_\_\_\_  
Senior Deputy County Counselor

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18609 of September 15, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** awarding a thirty-six month term and supply contract with three twelve-month options to extend, for the furnishing of Workers' Compensation and Employer's Liability Excess Insurance Coverage for use by the Finance and Purchasing Department to IMA, Inc., of Overland Parks, KS, as agent for Midwest Employers Casualty Company, under the terms and conditions of Invitation to Bid No. 58-14.

**RESOLUTION NO. 18610**, September 15, 2014

**INTRODUCED BY** Theresa Garza Ruiz, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 58-14 for the furnishing of excess workers' compensation and employer's liability insurance; and,

WHEREAS, a total of fifty-one notifications were distributed, and two responses were received, one of which was determined to be non-responsive, and the remaining response evaluated as follows:

| <u>VENDOR</u>                  | <u>RATE PER \$100 OF PAYROLL</u> |
|--------------------------------|----------------------------------|
| IMA, Inc.<br>Overland Park, KS | \$0.4679                         |

and,

WHEREAS, the Director of Finance and Purchasing recommends award be made to IMA, Inc., of Overland Park, KS, for the reason that it has submitted the lowest and best bid; 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 is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Senior Deputy County Counselor

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18610 of September 15, 2014, was duly passed on \_\_\_\_\_, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

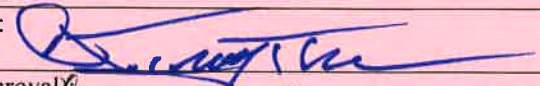
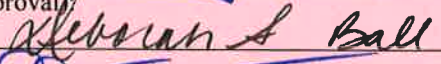
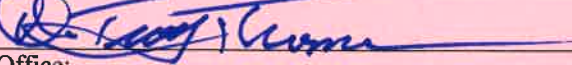

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18610

Sponsor(s): Theresa Garza Ruiz

Date: September 15, 2014

|  |   |   |                           |  |                              |  |           |  |    |   |                          |
|--|---|---|---------------------------|--|------------------------------|--|-----------|--|----|---|--------------------------|
| SUBJECT  | <p>Action Requested<br/> <input checked="" type="checkbox"/> Resolution<br/> <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Thirty Six Month Term and Supply Contract with Three Twelve Month Option to Extend for the furnishing of Worker's Compensation and Employer's Liability Excess Insurance Coverage for the Finance and Purchasing Department to IMA, Inc. of Overland Park, Kansas as Agent/Broker for Midwest Employers Casualty Company; under the terms and conditions of Invitation to Bid No. 58-14.</u></p>  |   |                           |  |                              |  |           |  |    |   |                          |
| <p>BUDGET INFORMATION<br/> <i>To be completed By Requesting Department and Finance</i></p> | <table border="1" data-bbox="342 573 1224 863"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT<br/><br/>TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)<br/> <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/>         Department: Finance and Purchasing Estimated Use: \$260,507.00</p> <p>Requesting approval by the Legislature of the Term and Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated use figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$121,349.00<br/>         Prior Year Actual Amount Spent (if applicable): \$121,349.00</p> <p>*The premium paid today is a direct result of Actuarial projections of rate to cover Jackson County's current experience for worker's compensation injuries (both reported and not reported). The premium charged for each policy period insures the growth of the worker's compensation claims for that policy period.<br/>         From 10/1/2003 to 4/1/2014, Total Paid Claims: \$3,072,053.87; Total Outstanding Reserves: \$310,818.04; Total Incurred Claims: \$3,382,871.91; Total Claim Count: 1,392; and Average Per Year: 126.</p> | Amount authorized by this legislation this fiscal year: | \$                        | Amount previously authorized this fiscal year: | \$                           | Total amount authorized after this legislative action: | \$        | Amount budgeted for this item * (including transfers): | \$ | Source of funding (name of fund) and account code number; FROM / TO | FROM ACCT<br><br>TO ACCT |
| Amount authorized by this legislation this fiscal year:                                    | \$  |   |                           |  |                              |  |           |  |    |   |                          |
| Amount previously authorized this fiscal year:   | \$  |   |                           |  |                              |  |           |  |    |   |                          |
| Total amount authorized after this legislative action:                                     | \$  |   |                           |  |                              |  |           |  |    |   |                          |
| Amount budgeted for this item * (including transfers):                                     | \$  |   |                           |  |                              |  |           |  |    |   |                          |
| Source of funding (name of fund) and account code number; FROM / TO                        | FROM ACCT<br><br>TO ACCT  |   |                           |  |                              |  |           |  |    |   |                          |
| PRIOR LEGISLATION  | <p>Prior ordinances and (date):<br/>         Prior resolutions and (date): 17013, September 28, 2009</p>  |   |                           |  |                              |  |           |  |    |   |                          |
| CONTACT INFORMATION  | <p>RLA drafted by (name, title, &amp; phone): Anessa Culbertson, Senior Buyer, 881-3465</p>   |   |                           |  |                              |  |           |  |    |   |                          |
| REQUEST SUMMARY  | <p>The Finance and Purchasing Department requires a bid for Worker's Compensation &amp; Employer's Liability Excess Insurance Coverage due to the current contract expiring. Purchasing issued Invitation to Bid No. 58-14 in response to those requirements.</p> <p>A total of 51 notifications were distributed with two responses received and evaluated; of those one was considered non-responsive.</p> <table data-bbox="326 1801 1414 1877"> <tr> <td>BIDDER</td> <td>Rate per \$100 of Payroll</td> <td>Annual Premium</td> </tr> <tr> <td>IMA, Inc., Overland Park, KS</td> <td>\$ .4679</td> <td>\$260,507</td> </tr> </table>  | BIDDER  | Rate per \$100 of Payroll | Annual Premium                                 | IMA, Inc., Overland Park, KS | \$ .4679   | \$260,507 |  |    |   |                          |
| BIDDER   | Rate per \$100 of Payroll   | Annual Premium  |                           |  |                              |  |           |  |    |   |                          |
| IMA, Inc., Overland Park, KS   | \$ .4679  | \$260,507   |                           |  |                              |  |           |  |    |   |                          |

|             |   |                 |
|-------------|---|-----------------|
|             | <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract for the furnishing of Worker's Compensation and Employer's Liability Excess Insurance Coverage to IMA, Inc. of Overland Park, Kansas; under the terms and conditions of Invitation to Bid No. 58-14 and to the lowest and best bidder meeting specifications for each item.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p> |                 |
| CLEARANCE   | <input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department)<br><input checked="" type="checkbox"/> Business License Verified (Purchasing & Department)<br><input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)   |                 |
| ATTACHMENTS | Abstract of Bids, Recap of Unit Prices and Memo from Celestine Williams, Risk Manager and pertinent bid documents from IMA.   |                 |
| REVIEW      | Department Director:    | Date: 9/10/2014 |
|             | Finance (Budget Approval)<br>If applicable:   | Date: 9-10-14   |
|             | Division Manager:    | Date: 9/10/2014 |
|             | County Counselor's Office:  | Date:           |

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

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

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

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

ABSTRACT OF BIDS

Res. 18610

| BID NO: | DATE:  | COMMODITY:   | DESCRIPTION | UNIT | QTY | IMA | Marsh | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT |
|---------|--------|--|-------------|------|-----|-----|-------|--------|--------|--------|--------|--------|
| 58-14   | 9/2/14 | Worker's Compensation Insurance & Excess Liability Insurance |             |      |     |     |       |        |        |        |        |        |

\$350,000 - Statutory  
 Minimum Deposit Premium  
 Rate per \$100 of Payroll  
 Annual Premium

Part 2 - \$1,000,000  
 Minimum Deposit Premium  
 Rate per \$100 of Payroll  
 Annual Premium

\$400,000 - Statutory  
 Minimum Deposit Premium  
 Rate per \$100 of Payroll  
 Annual Premium

Part 2 - \$1,000,000  
 Minimum Deposit Premium  
 Rate per \$100 of Payroll  
 Annual Premium

\$450,000 - Statutory  
 Minimum Deposit Premium  
 Rate per \$100 of Payroll  
 Annual Premium

Part 2 - \$1,000,000  
 Minimum Deposit Premium  
 Rate per \$100 of Payroll  
 Annual Premium

| AMOUNT                              | AMOUNT  | AMOUNT | AMOUNT | AMOUNT |
|-------------------------------------|---------|--------|--------|--------|
| No bid                              | See bid |        |        |        |
| No bid                              |         |        |        |        |
| No bid                              |         |        |        |        |
| No bid                              |         |        |        |        |
| 260,507.00                          |         |        |        |        |
| 4679                                |         |        |        |        |
| included included included included |         |        |        |        |

CERTIFICATION OF BID OPENING

BIDS WERE PUBLICLY  
 OPENED AND RECORDED

ON:

*September 2, 2014*

CLERK OF THE LEGISLATURE

**Bid No. 58-14**

**Worker's Compensation and Employer's Liability Excess Insurance Coverage**

**Res. 18610**

|           | <b>Rate per \$100<br/>of Payroll</b> | <b>Annual Premium</b> |
|-----------|--------------------------------------|-----------------------|
| IMA, Inc. | \$0.47                               | \$260,507.00          |
| Marsh     | No value                             | No value              |

**Anessa Culbertson**

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**From:** Celestine I. Williams  
**Sent:** Thursday, September 04, 2014 11:47 AM  
**To:** Anessa Culbertson  
**Subject:** Bid No. 58-14

Anessa,

After review of the two proposals for Excess Workers Compensation, IMA was selected based on their capabilities to provide insurance for Jackson County. Midwest Employers Casualty Company is the carrier of choice.

Thanks.

Celestine I. Williams  
Audit Procedures Analyst/Risk Manager  
Jackson County  
415 East 12th Street  
Kansas City, MO 64106  
816-881-3202-Telephone  
816-881-3877-Fax

A TERM AND SUPPLY CONTRACT for the furnishing of WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY EXCESS INSURANCE COVERAGE for use by Finance Department.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 36th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor.

The parties may annually extend this Contract beyond its original term for a time, not to exceed 36 month extensions, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes  No  Initials \_\_\_\_\_ Minimum order, if applicable \$ Not Applicable

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: IMA, Inc. PHONE NO: (913) 982-3650  
ADDRESS: 9393 W. 110th Street, Suite 600, Overland Park, KS 66210 FAX NO: (913) 982-3495  
NAME OF AUTHORIZED AGENT (print or type): Patrick Lanning DATE: 9/26/14  
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Vice President Commercial Lines Division Manager  
EMAIL ADDRESS OF AUTHORIZED AGENT: patrick.lanning@imacorp.com  
FEDERAL ID NO: 20-2557329 and/or SOCIAL SECURITY NO: Not Applicable  
SPECIFY: MINORITY OWNED (MDE): N/A WOMAN OWNED (WBE): N/A (Check If Applicable)

JACKSON COUNTY MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF Q. TROY THOMAS: \_\_\_\_\_

DATE: \_\_\_\_\_

7.0 QUOTATIONS

Please provide bids for specific excess insurance with the following limits and retention:

Estimated Annual Payroll for 2013 is \$55,508,634

| RETENTION            | LIMIT                  | MINIMUM DEPOSIT PREMIUM | RATE PER \$100 OF PAYROLL | ANNUAL PREMIUM |
|----------------------|------------------------|-------------------------|---------------------------|----------------|
| <del>\$350,000</del> | <del>Statutory</del>   | <del>\$</del>           | <del>\$</del>             | <del>\$</del>  |
| <del>Part 2</del>    | <del>\$1,000,000</del> | <del>\$</del>           | <del>\$</del>             | <del>\$</del>  |
| <del>\$400,000</del> | <del>Statutory</del>   | <del>\$</del>           | <del>\$</del>             | <del>\$</del>  |
| <del>Part 2</del>    | <del>\$1,000,000</del> | <del>\$</del>           | <del>\$</del>             | <del>\$</del>  |
| \$450,000            | Statutory              | \$ 260,507              | \$ .4679                  | \$ 260,507     |
| Part 2               | \$1,000,000            | \$ Included             | \$ Included               | \$ Included    |

Name of Carrier quoted: Midwest Employers Casualty Company


A.M. Best Rating: A+XV

Is Employer Liability quoted at same limit? Yes  No

If not, what is the limit? \_\_\_\_\_

**NOTE:** Attach additional sheets if submitting more than one bid.

Please refer to Midwest Casualty's formal proposal for optional higher SIR quotes as well as proposal detail.

|  |                        |
|--|------------------------|
| SIGNATURE:  | DATE: <u>8/26/2014</u> |
| NAME: Nick White<br>(Print or Type)  | PHONE: (913) 982-3690  |
| TITLE: Account Executive<br>(Print or Type)  | CELL: (913) 302-9275   |
| COMPANY NAME: IMA, Inc.<br>(Print or Type)   | FAX: (913) 982-3495    |
| WEB ADDRESS: www.imacorp.com<br>(Print or Type)  |                        |
| EMAIL: nick.white@imacorp.com<br>(Print or Type)   |                        |

**From:** White, Nicholas <Nick.White@imacorp.com>  
**Sent:** Wednesday, September 10, 2014 9:48 AM  
**To:** Anessa Culbertson  
**Cc:** G. Mac Humphries; Bruns, Timothy  
**Subject:** 10-1-2014 Excess Work Comp Renewal  
**Attachments:** DOC091014-09102014081121.pdf; RE: Please Advise - Bid 58-14

Anessa -

A list of all claims \$50,000 and over from 10/1/2003 thru 4/1/2014 are attached (valued as of 4/1/2014). I also included the email regarding the Self Insured Retention question.

10/01/2003 to 4/01/2014

Total Paid claims = \$3,072,053.87  
Total Outstanding reserves = \$310,818.04  
Total Incurred claims = \$3,382,871.91  
Total Claim count = 1,392  
Average Per year = 126

Most municipalities have a self-insured retention from \$500,000 to \$1,000,000. Insurance carriers are increasing self-insured retentions as a result of rising medical costs. Midwest Employers has agreed to keep Jackson County's Self Insured retention at \$450,000. Jackson County's claim frequency is a significant factor in the premium rating process. The claims for Jackson County are double the acceptable limits based on similar municipalities. Claims are migrating upwards, and while reserves may fall under the SIRs now, recent history suggests some of the insured's claims may pierce the Self Insured Retentions.

The premium paid today is a direct result of Actuarial projections of rate to cover Jackson County's current experience for Work Comp Injuries (both reported and not reported). The premium charged for each policy period insures the growth of the WC claims for that policy period.

The proposed rate increase for the 2014 -2015 renewal is up 5% from last year.

Please let us know if you have any additional questions.  
Thanks.

**Nick White, MBA**  
Diversified Division Leader  
NPN 6098836  
**IMA, Inc.**  
51 Corporate Woods  
9393 W. 110th Street, Suite 600  
Overland Park, KS 66210  
913-982-3690 direct phone  
913-982-3495 direct fax  
913-302-9275 mobile  
913-982-3650 main  
Nick.White@imacorp.com  
<http://www.imacorp.com/>





04740 Jackson County, Missouri  
Workers' Compensation Claim Counts excluding closed with no payment  
Accidents between: 10/1/2003 and 9/30/2014

Print Date:  
4/25/2014

|            |     |
|------------|-----|
| 10/01/2003 | 133 |
| 10/01/2004 | 149 |
| 10/01/2005 | 122 |
| 10/01/2006 | 116 |
| 10/01/2007 | 136 |
| 10/01/2008 | 146 |
| 10/01/2009 | 125 |
| 10/01/2010 | 136 |
| 10/01/2011 | 135 |
| 10/01/2012 | 124 |
| 10/01/2013 | 70  |

Account Totals

1,392