



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

CLERK OF THE COUNTY LEGISLATURE
415 East 12th Street
Kansas City, MO 64106

201 West Lexington, 2nd Floor
Independence, MO 64050

June 9, 2023 – June 15, 2023

6-9-2023 Friday

NO MEETINGS –

6-12-2023 Monday

NO ANTI-CRIME, HEALTH & ENVIRONMENT, INTER-GOVERNMENTAL AFFAIRS, PUBLIC WORKS, RULES, 911 OVERSIGHT, VETERANS, OR HOUSING & HOMELESSNESS COMMITTEE MEETINGS –

1:10 P.M. Justice & Law Enforcement Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

1:15 P.M. Land Use Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

1:25 P.M. Finance & Audit Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

1:40 P.M. Diversity, Equity, & Inclusion Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

1:55 P.M. Budget Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

The Budget Committee will have a public hearing on
Ordinances #5740 and #5746.

3:00 P.M. **LEGISLATIVE MEETING -**
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

6-13-2023 Tuesday NO MEETINGS –

6-14-2023 Wednesday NO MEETINGS –

6-15-2023 Thursday NO MEETINGS –

5:15 P.M. Ethics, Human Relations & Citizen Complaints
Commission Meeting –Meeting will be held via Zoom. For
more information contact, Anita Mackrel at
amackrel@jacksongov.org

Persons with disabilities wishing to participate in the above meetings and who require reasonable accommodation may call the County Clerk's Office at 881-3242 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hours' notice is required. To put information on the Activity Calendar, please contact the County Clerk's Office by NOON Wednesday of each week.

	NON-MERIT CLASSIFICATION TITLE	GRADE	2023 MINIMUM SALARY	2023 MAXIMUM SALARY
COUNTY LEGISLATURE				
Legislature as a Whole				
	Legislative Aide	N/A	Open	Open
County Auditor				
	Secretary to Auditor	160	\$41,605.00	\$64,486.00
	Audit Assistant	180	\$45,355.00	\$70,797.00
	Assistant Compliance Review Officer	200	\$49,425.00	\$76,612.00
	Compliance Review Officer	[200] 220	[\$49,425.00] \$53,881.00	[\$76,612.00] \$83,511.00
	Assistant Auditor	220	\$53,881.00	\$83,511.00
	Senior Assistant Auditor	260	\$64,815.00	\$99,215.00
	Communication Officer	260	\$64,815.00	\$99,215.00
	Senior Compliance Officer	260	\$64,815.00	\$99,215.00
	Chief Compliance Review Officer	[230] 310	[\$56,259.00] \$79,376.00	[\$87,196.00] \$123,038.00
	Chief Deputy Auditor	[260] 310	[\$64,015.00] \$79,376.00	[\$87,196.00] \$123,038.00
	County Auditor	370	\$109,284.00	\$185,768.00
County Clerk				
	Administrative Assistant II	140	\$38,178.00	\$59,173.00
	Legislative Secretary	150	\$39,849.00	\$61,787.00
	Deputy Clerk of the Legislature	[300] 310	[\$76,034.00] \$79,376.00	[\$117,853.00] \$123,038.00
	Clerk of the County Legislature	[350] 360	[\$94,308.00] \$98,443.00	[\$146,176.00] \$167,364.00
COUNTY EXECUTIVE				
	Executive Assistant	170	\$43,276.00	\$67,336.00
	Asst. to County Executive/Office Administrator	210	\$51,610.00	\$79,997.00
	Chief (County Executive)	370	\$109,284.00	\$185,768.00
	County Administrator	999	\$180,240.00	\$308,998.00
All County Departments				
	Executive Assistant	170	\$43,276.00	\$67,336.00
	Deputy Department Director	[300] 310	[\$76,034.00] \$79,376.00	[\$117,853.00] \$123,038.00
	Department Director	[350] 360	[\$94,308.00] \$98,443.00	[\$146,176.00] \$167,364.00
	Director of Public Works	360	\$98,443.00	\$167,364.00
OHRCC				
	Administrative Assistant II	140	\$38,178.00	\$59,173.00
	Director of OHRCC	210	\$51,610.00	\$79,997.00
County Counselor				
	Secretary to County Counselor	160	\$41,605.00	\$64,486.00
	County Counselor, Assistant	250	\$61,315.00	\$95,037.00
	County Counselor, Senior Assistant	280	\$69,757.00	\$108,127.00
	County Counselor, Deputy	300	\$76,034.00	\$117,853.00
	Chief Deputy County Counselor	360	\$98,443.00	\$167,364.00
	County Counselor	370	\$109,284.00	\$185,768.00
Municipal Court				
	Municipal Court Administrator	220	\$53,881.00	\$83,511.00
Public Administrator				
	Secretary to Public Administrator	160	\$41,605.00	\$64,486.00
	Chief Deputy Public Administrator	260	\$64,015.00	\$99,215.00
	Public Administrator	[350] 360	[\$94,308.00] \$98,443.00	[\$146,176.00] \$167,364.00

Chapter 2 - Non-Merit Positions
Effective January 1, 2023

	NON-MERIT CLASSIFICATION TITLE	GRADE	2023 MINIMUM SALARY	2023 MAXIMUM SALARY
	Medical Examiner			
	Secretary to Medical Examiner	160	\$41,605.00	\$64,486.00
	Investigator I	220	\$53,881.00	\$83,511.00
	Investigator II	240	\$58,723.00	\$91,031.00
	Chief Investigator	290	\$72,842.00	\$112,883.00
	Forensic Fellow	310	\$79,376.00	\$123,038.00
	Deputy Medical Examiner	999	\$200,000.00	\$260,000.00
	Chief Deputy Medical Examiner	999	\$210,000.00	\$270,000.00
	Chief Medical Examiner	999	\$230,000.00	\$325,000.00
	PROSECUTING ATTORNEY			
	Executive Assistant	170	\$43,276.00	\$67,336.00
	Deputy Director COMBAT	300	\$76,034.00	\$117,853.00
	Director (Prosecutor Attorney)	340	\$90,324.00	\$140,006.00
	COMBAT Director	350	\$94,308.00	\$146,176.00
	Division Chief (Prosecuting Attorney)	350	\$94,308.00	\$146,176.00
	Program Administrator (Prosecuting Attorney)	350	\$94,308.00	\$146,176.00
	Chief of Operations (Prosecuting Attorney)	360	\$98,443.00	\$167,364.00
	Prosecuting Attorney, Deputy	[360] 370	[\$98,443.00] \$109,284.00	[\$167,364.00] \$185,768.00
	Drug Task Force			
	Narcotics Investigative Specialist	180	\$45,355.00	\$70,292.00
	Office Administrator	210	\$51,610.00	\$79,997.00
	Officer in Charge	270	\$66,821.00	\$103,585.00
	SHERIFF			
	Executive Assistant	170	\$43,276.00	\$67,336.00
	Deputy Director of Administration (Corrections)	300	\$76,034.00	\$117,853.00
	Deputy Corrections Center Director	300	\$76,034.00	\$117,853.00
	Correctional Center Director	350	\$94,308.00	\$146,176.00
	Major	360	\$98,443.00	\$167,364.00
	Colonel	370	\$109,284.00	\$185,768.00

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing sections 4510., 4525., 4531., 4532., 4538., 4541., 4542., 4546., and 4547., Jackson County Code, 1984, relating to animal control and enacting, in lieu thereof, nine new sections relating to the same subject, with a penalty provision.

ORDINANCE NO. 5751, June 12, 2023

INTRODUCED BY Manuel Abarca IV, County Legislator

WHEREAS, chapter 45 of the Jackson County Code was last updated in August 2001;
and,

WHEREAS, since 2001 the County has constructed its own animal shelter and the City of Independence now performs animal control services within the unincorporated area of the County, resulting in a need to update chapter 45 and its definitions and verbiage to current animal control standards; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause

Sections 4510., 4525., 4531., 4532., 4538., 4541., 4542., 4546., and 4547., Jackson County Code, 1984, are here hereby repealed and nine new sections enacted in lieu thereof, to be known as sections 4510., 4525., 4531., 4532., 4538., 4541., 4542., 4546., and 4547., to read as follows:

4510. Definitions.

When used in this chapter, the following words, terms, and phrases, and their derivations shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

4510.1 Abandon.

Abandon means to leave an Animal unattended without demonstrated or apparent intent to recover or resume custody, or to leave an Animal unattended in excess of [twenty four (24)] twelve (12) hours without providing adequate food and shelter for the duration of the planned absence, or the turn out of release an Animal for the purpose of causing it to be impounded.

4510.2 Adequate Care.

Adequate Care means normal and prudent attention to the needs of an Animal, including Adequate Food, Adequate Health Care, Adequate Shelter, Adequate Ventilation and Adequate Water in sufficient quantities to maintain good health in an Animal considering its age and condition.

4510.3 Adequate Food.

Adequate Food means wholesome foodstuffs suitable for the species provided at suitable intervals in a sanitary manner in quantities sufficient to maintain good health in an Animal considering its age and condition.

4510.4 Adequate Health Care.

Adequate Health Care means the provision to each healthy Animal of all immunizations and preventative care required to maintain good health; space adequate to allow the Animal rest and exercise sufficient to maintain good health; grooming as required so that

they are free from dangerous matting which affects their health; and the provision to each sick, diseased, or injured Animal of necessary veterinary care or humane death.

4510.5 Adequate Shelter.

Adequate Shelter means a structurally sound, properly ventilated, safe, sanitary and weatherproof shelter suitable for the species, condition and age of the Animal, which provides access to shade from direct sunlight and regress from exposure to inclement weather conditions. The area where Animals are kept must allow access to mud-free, dry ground and be kept free from unsanitary conditions, vermin-harboring debris, rodents, refuse, or any dangerous protuberances which can provide an opportunity for injury or a danger to the health of the Animal. The shelter must be sized to accommodate the Animal and allow retention of body heat and should be made of durable material with a solid floor. A sufficient quantity of clean, bedding material consisting of straw, or the equivalent, must provide insulation and protection against cold and dampness and provide for retention of body heat.

4510.6 Adequate Ventilation.

Adequate Ventilation means conditions that allow for sufficient movement of air within an enclosure.

4510.7 Adequate Water.

Adequate Water means a continual access to or access at suitable intervals to a supply of clean, fresh, potable water provided in a sanitary manner suitable for the species, condition and age of the Animal in sufficient amounts to maintain good health in the Animal. Water will be provided in a secure manner so that the container cannot be overturned.

4510.[2] 8 Animal.

Animal means any live creature, either domestic or wild, except humans. "Animal" includes fowl, fish, and reptiles.

4510.[3] 9 Animal Bite.

Animal Bite means a break or puncture of the skin of a human so as to cause an open wound.

4510.[4] 10 Animal Control Officer.

Animal Control Officer means an employee or agent of the County, designated by the county executive or director of [public works] environmental health to administer, and enforce the inspection and enforcement requirements contained within this chapter.

4510.[5] 11 Animal Hospital.

Animal Hospital means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of Animal diseases and injuries.

4510.[6] 12 Animal Nuisance.

Animal Nuisance means any nuisance arising out of the keeping, maintaining, or owning of, or failure to exercise adequate control of, an Animal.

4510.[7] 13 Animal Shelter.

Animal Shelter means any facility operated by the County, designated by the County, Animal Control Officer, or a humane society for the temporary care, confinement, and detention of Animals and for the humane killing and other disposition of Animals. The term shall also include any public or private facility authorized by the county executive, director

of [public works] environmental health, or designee, to impound, confine, detain, care for, or destroy any Animal.

4510.[8] 14 At Heel.

At Heel means directly behind or next to a person and obedient to that person's command.

4510.[9] 15 At Large.

At Large means off the premises of the Owner, and not on a leash or otherwise under the immediate control of a person physically capable of restraining the Animal.

4510.[10] 16 Cat.

Cat means all domestic species or varieties of genus felis, male or female, four (4) months of age or over.

4510.[11] 17 Commercial Animal Establishment.

Commercial Animal Establishment means any pet shop, grooming shop, auction, riding school, stable, kennel, guard dog service, dog trainer, establishment for raising small Animals or fowl, or any establishment performing one or more of the principal activities of these establishments. Commercial Animal Establishment does not include those establishments which raise Animals or fowl for food.

4510.[12] 18 County.

County means Jackson County, Missouri.

4510.[13] 19 Cruelty.

Cruelty means [any act or omission whereby unjustifiable suffering or death of an Animal is caused or permitted, including failure to provide adequate food in siphoned quantity, proper

drink, air, space, shelter or protection from the elements, a sanitary and safe living environment, or veterinary care] acts including, but not limited to, (a) intentional and needless killing, (b) maiming, (c) torturing, (d) mutilating, (e) strangling, (f) hanging, (g) beating, (h) neglecting, (i) overworking, (j) abandoning, (k) inhumane trapping, (l) poisoning, or (m) failing to provide veterinary care for an Animal or fowl when ill or diseased. In the case of activities where suffering or death of an Animal is necessarily caused, such as medical and scientific research, food processing, customary and normal veterinary and agricultural husbandry practices, pest elimination, and Animal training and hunting, "Cruelty" shall mean a failure to employ the most humane method reasonably available.

4510.[14] 20 Dead Animal.

Dead Animal means an Animal which is not killed for food or which is no longer fit for human consumption.

4510.[15] 21 Disposition.

Disposition means adoption, quarantine, voluntary or involuntary custodianship or placement, or euthanasia humanely administered to an Animal. "Disposition" includes placement or sale of an Animal to the general public or removal of an Animal from any pet shop to any other location.

4510.[16] 22 Dog.

Dog means all members of canus familiaris, male or female, four (4) months of age or over.

4510.[17] 23 Domestic Animal.

Domestic Animal includes household pets, dogs, cats, potbellied pigs, domesticated sheep, horses, cattle, goats, swine, fowl, ducks, geese, turkeys, confined domestic hares and

rabbits, pheasants and other birds, and Animals customarily raised and/or maintained in confinement.

4510.[18] 24 Escape Proof Enclosure.

Escape Proof Enclosure means a cage, pen, building, or structure, or a portion of such structure which operates to confine an Animal in a manner that will prevent its escape and will prevent contact with people and other Animals.

4510.[19] 25 Exposed to Rabies.

Exposed to Rabies refers to a condition which occurs when a person has been bitten by, has fought with, or has come in close contact with an Animal showing symptoms of rabies.

4510.[20] 26 Exotic or Wild Animal.

Exotic or Wild Animal means an Animal which is not of a species customarily used as a household pet, but one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country, or one which otherwise causes a reasonable person to be fearful of bodily harm or property damage. This definition includes hybrids with wolves, coyotes, or other Animals, but does not include fish and captive-bred species of common caged birds.

4510.[21] 27 Guard or Attack Dog.

Guard or Attack Dog means a Dog trained to attack and or injure on command and, upon command, cease the attack. Also, a Dog that protects persons and/or property but is not necessarily trained to attack.

4510.[22] 28 Impoundment.

Impoundment means the taking into custody of an Animal by the Animal Control Officer, or sheriff's office, or any authorized representative thereof. Impoundment may be effected by means of catching, trapping, netting, tranquilizing or other humane method deemed necessary.

4510.[23] 29 Infected With Rabies.

Infected With Rabies means to manifest the principal characteristic symptoms of rabies as described in the standard textbooks treating the diseases of domestic Animals.

4510.[24] 30 Kennel.

Kennel means any premises wherein more than six (6) Dogs or Cats or more than two (2) potbellied pigs are kept by any person(s) engaged in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling Dogs, Cats, or potbellied pigs.

4510.[25] 31 Muzzle.

Muzzle means a device constructed of strong, soft material or of metal, designed to fasten over the mouth of an Animal to prevent the Animal from biting any person or other Animal.

4510.[26] 32 Owner.

Owner means any person having temporary or permanent custody of, sheltering or having charge of, harboring, exercising control over, or having property rights to, any Animal covered by this chapter. An Animal shall be deemed to be harbored if it is fed or sheltered for three (3) or more consecutive days.

4510.[27] 33 Public Nuisance.

Public Nuisance means any Animal that unreasonably annoys humans, endangers the life or health of persons or other Animals, or substantially interferes with the rights of citizens, other than their owners, to enjoyment of life or property. The term "Public Nuisance " shall include, but not be limited to:

- (a) Any Animal that is found running At Large;
- (b) Any Dog or Cat in any section of a park or public recreation area unless the Dog or Cat is controlled by a leash or similar physical restraint;
- (c) Any Animal that damages, soils, defiles, or defecates on any property other than that of its Owner;
- (d) Any Animal that makes disturbing noises, including but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the Animal is kept or harbored;
- (e) Any Animal that causes fouling of the air by noxious or offensive odors and thereby creates unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the Animal is kept or harbored;
- (f) Any Animal in heat that is not confined so as to prevent attraction or contact with other Animals;
- (g) Any Animal, whether or not on the property of its Owner, that without provocation, molests, attacks, or otherwise interferes with the freedom of movement of persons in a public right-of-way;
- (h) Any Animal that chases motor vehicles in a public right-of-way;
- (i) Any Animal that attacks any Domestic Animal;
- (j) Any Animal that causes unsanitary conditions in enclosures or surroundings where the Animal is kept or harbored; and

(k) Any Animal that is offensive or dangerous to the public health, safety, or welfare by virtue of the number of Animals maintained at a single residence or the inadequacy of the facilities.

4510.[28] 34 Sanitary.

Sanitary means a condition of good order and cleanliness to minimize the possibility of disease transmission.

4510.[29] 35 Under Restraint.

Under Restraint means that an Animal is secured by a leash, led under the control of a person physically capable of restraining the Animal and obedient to that person's commands, or securely enclosed within the real property limits of the Owner's premises.

4510.[30] 36 Vaccinated Against Rabies.

Vaccinated Against Rabies means that a veterinarian, duly licensed to practice veterinary medicine, has inoculated the Animal with a rabies vaccine licensed by the United State Department of Agriculture and approved by the Department of Health of the State of Missouri.

4510.[31] 37 Vicious or Dangerous Animal.

Vicious or Dangerous Animal means any Animal that attacks, bites, or physically injures human beings or Domestic Animals without adequate provocation, or which, because of temperament or training, has a known propensity to attack, bite, or physically injure human beings or Domestic Animals. Any Exotic or Wild Animal or any Animal that without provocation has bitten or attacked a human being or other Animal shall be prima facie presumed to be a Vicious or Dangerous Animal.

4525. Caring for Animals.

4525.1 Standard of Care.

No Owner or custodian of any Animal shall refuse or fail to provide such Animal with [sufficient wholesome and nutritious food, potable water, veterinary care when needed to prevent suffering], Adequate Care [or humane care and treatment,] or unnecessarily expose any such Animal to hot, stormy, cold, or inclement weather.

452[4]5.2 Abandonment.

No Owner or custodian of any Animal shall willfully abandon such Animal on any street, road, highway, or public place, or on private property when not in the care of another person.

4531. Restraint of Guard Dogs.

4531.1 Generally.

[Every] It shall be unlawful for any Owner of a Guard or Attack Dog [shall] to keep such a Dog within the area of the County described in section 4500. of the chapter unless confined in a building, compartment or other Escape Proof Enclosure. Any such enclosure shall be completely surrounded by a fence at least six (6) feet in height and shall be topped with an anti-climbing device constructed of angle metal braces with at least three (3) strands of equally separated barbed wire stretched between them.

4531.2 Fencing.

Barbed wire fences or barbed wire assemblies atop fences shall be permitted in A, RR, LI and HI Districts, but prohibited in all other districts.

4531.3 Anti-Climbing Devices.

All anti-climbing devices shall extend inward at an angle of not less than forty-five (45) degrees nor more than ninety (90) degrees when measured from the perpendicular.

4531.4 Areas of Confinement.

The areas of confinement shall have all gates and entrances thereto securely closed and locked, and all fences properly maintained and escape proof and shall have, at minimum, one sign posted stating that a Guard Dog is present.

4531.5 Not Applicable to Government Agencies.

The provisions of this section shall not apply to Dogs owned or controlled by government law enforcement agencies.

4532. Restraint of Vicious or Dangerous Animals.

Every Vicious or Dangerous Animal shall be confined by its Owner or authorized agent of its Owner within a building or [secure] Escape Proof Enclosure and, whenever off the premises of its Owner, shall be securely Muzzled and restrained with a chain having a minimum tensile strength of three hundred (300) pounds and not more than three (3) feet in length held by a person at least seventeen (17) years of age capable of controlling the Animal, or caged. Every person harboring a Vicious or Dangerous Animal is charged with an affirmative duty to confine the Animal in such a way that children do not have access to such Animal. It shall be unlawful for any person to tether, restrain by an electronic containment system, or transport in the open bed of a truck or in any vehicle from which escape is possible, any Vicious or Dangerous Animal. Housing of a Vicious or Dangerous Animal in a vehicle for purposes other than transport also shall be a violation of this section.

4538. Vaccination of [Dogs and Cats] Certain Animals.

[Every] It shall be unlawful for the Owner of any Dog, Cat, ferret, or horse over the age of four (4) months to keep such an Animal [shall have] unless such Animal has been Vaccinated Against Rabies by a veterinarian duly licensed to practice veterinary medicine in the State of Missouri.

4538.1 Immunization Tag Required.

[No] It shall be unlawful for the Owner of any Dog or Cat [shall] to allow or permit that Animal [outside] to be off the property of its Owner at any time without an immunization tag attached to its collar.

4538.2 Material of Tag.

All immunization tags shall be of metal or durable plastic.

4538.3 Contents.

The name of the veterinary clinic, the year of the vaccination, and an identification number shall be clearly indicated on the immunization tag.

4538.4 Where Attached.

The immunization tag shall be attached to a collar worn about the neck by the vaccinated Dog or Cat.

4538.5 No Other Immunization Tag Permitted.

No immunization tag other than that issued by a veterinarian for that Dog or Cat shall be worn by the Dog or Cat.

4541. Impoundment.

4541.1 Generally.

In addition to any other remedies provided in this chapter, the Animal Control Officer or a member of the sheriff's office may seize, impound and humanely confine to an Animal Shelter or Hospital any of the following Animals:

- (a) Any Animal that has bitten a human;
- (b) Any Animal At Large;
- (c) Any Animal constituting a Public Nuisance or considered a danger to the public;
- (d) Any Animal that is in violation of any quarantine or confinement order of the Animal Control Officer;
- (e) Any unattended Animal that is ill, injured, or otherwise in need of care;
- (f) Any Animal that is reasonably believed to have been abused or neglected;
- (g) Any Animal that is reasonably suspected of being Infected with Rabies;
- (h) Any Animal that is charged with being potentially dangerous or dangerous, where a County authority determines that there is a threat to public health and safety;
- (i) Any Animal that a court of competent jurisdiction has ordered impounded or destroyed; or
- (j) Any Animal that is considered unattended or abandoned, as in situations where the Owner is deceased, has been arrested, or has vacated or been evicted from the Owner's regular place of residence.

4541.2 Impoundment Procedure [Generally].

Upon Impoundment of an Animal found to be in violation of this chapter, the Animal Control Officer shall attempt to notify the Animal Owner of the Impoundment. [If the Owner is unknown, the Animal Control Officer shall post written notice at the location where the Animal was taken into Impoundment, describing the Animal and the time and place of

Impoundment. The notice shall also include the reason for the Impoundment and the location of the Shelter or Hospital where the Animal is confined, hours during which the Animal can be reclaimed, and fees to be charged to the Owner. The notice shall also state that failure to claim the Animal within five (5) working days will result in the Animal becoming the property of the contracted Shelter.] Any Animal taken up and impounded shall be held at a licensed Kennel, pound, stable, Animal Shelter, or veterinary facility designated by the director of environmental health, subject to the following conditions:

- (a) The owner shall be liable for the reasonable expense incurred for the care and maintenance of any Animal impounded;

Any Animal may be returned to its owner without any waiting period, provided the Animal is not being held for rabies observation, impounded while awaiting final disposition of a court case, or in quarantine, and provided further that the appropriate Impoundment fees have been paid in full and provided further that, in the case of Dogs and Cats, proof of a current rabies vaccination is furnished to the Animal Control Officer; and

Any Animal At Large once Impounded shall be held in accordance with State law. At the end of this period, any Animal not reclaimed by the Owner shall be declared Abandoned and may be offered for adoption or euthanized in a humane manner by the local humane society.

4541.3 Impoundment Pending Court Hearing

An Animal Impounded due to the following circumstances may not be returned to the Owner except as provided in this section:

- (a) The Animal has been impounded pursuant to section 4525.1 (Standard of Care) or 4527 (Cruelty to Animals) of this chapter;
- (b) A licensed veterinarian has provided a written report verifying that the impounded Animal was subject to neglect or cruel, abusive, or inhumane treatment; or

- (c) The Owner of said Animal has been issued a general ordinance summons for a violation of section 4525.1 or 4527 and a court date has been set.
- i. The case must have been set for hearing on the earliest possible date, not to exceed 30 days.
 - ii. If the court finds the Owner to be guilty or a plea of guilt is entered and the court is satisfied that the Animal would be subject to continued Cruelty or lack of Adequate Care by such an Owner.
 - iii. Under such circumstances, if the Animal is not otherwise subject to humane destruction, the Animal shall remain Impounded until the court date and the Owner shall remain responsible for all fees associated with Impoundment.

4541.4 Permanent Marking Requirement for Impounded Animals

Any Animal Impounded shall be permanently marked or identified by means of the implantation of an electronic device, such as a microchip or other method. It shall be unlawful for an Owner to refuse to submit an Animal for permanent identification or marking pursuant to this section. The cost of the permanent marking or identifying an Animal shall be borne by the Owner of said Animal. It shall be unlawful for any person to tamper with, deface, disable, or remove the permanent identification mark.

4541.[2] 5 Notice of Violation.

The Animal Control Officer, sheriff or deputies may, in lieu of Impoundment, issue to the Owner a [notice of violation] general ordinance summons. Such [notice] summons shall impose upon the Owner a minimum penalty of ten dollars (\$10.00) that may, at the discretion of the Animal Owner, be paid to the clerk of the court within seventy-two (72) hours in full satisfaction of the assessed penalty. In the event that such penalty is not paid

within the time period prescribed, a warrant shall be initiated [before an associate circuit judge] in County municipal court and, upon conviction for violation of this chapter, the owner shall be punished as provided in section 4547.2 of this chapter.

[4542. Notice to Owner and Redemption.]

454[2.2]1.6 Boarding Fee.

An Owner reclaiming an impounded Animal shall pay a boarding fee to the Animal Shelter or Hospital for each day the Animal has been impounded.

[4542.3 Unclaimed Animals, Disposition.

Any Animal not reclaimed by its Owner within five (5) working days shall become the property of the contracted Shelter and shall be placed for adoption in a suitable home or euthanized in a manner prescribed by the local humane society.]

4546. Enforcement.

The Animal Control Officer or other designee of the County shall be the enforcement official for this chapter. Such official shall have the authority to act on behalf of the County in investigating complaints, Impounding and destroying Animals, issuing citations, and taking other lawful actions as required to enforce the provisions of this chapter. In the event the Animal Control Officer is not employed by the County, the sheriff's office or the director of environmental health may issue summons as recommended by the Animal Control Officer. It shall be [a violation of this chapter] unlawful for any person to interfere with the Animal Control Officer or other enforcement official in the performance of [his] that officer's duties.

4547. Violations and Penalties.

4547.1 Generally.

It shall be [a violation of this chapter] unlawful for any person to:

- (a) Fail to comply with any provision of this chapter;
- (b) Fail to comply with any lawful order of the Animal Control Officer, or member of the sheriff's [department] office, unless such order is lawfully stayed or reversed; or
- (c) Fail to pay any fines, civil penalties or costs imposed by the County municipal court within fifteen (15) days of the imposition of such fines or costs, unless payment thereof is lawfully stayed.

4547.2 Penalty Provision.

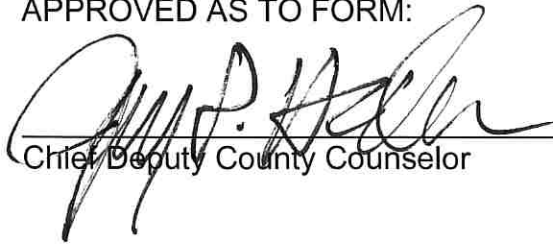
Any person who violates any provision of this chapter shall on conviction be punished by a fine of not more than one thousand dollars (\$1,000) or by imprisonment in the County [jail] detention center for a term not exceeding one (1) year, or by both. If a violation continues, each day's violation shall be deemed a separate offense.

Section B. Penalty Provision.

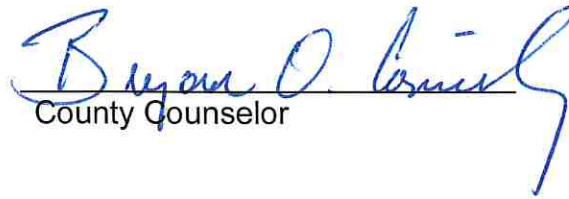
Any person who commits a violation of any provision of this Ordinance shall, upon conviction, be subject to punishment pursuant to section 4547. of the Ordinance.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5751 introduced on June 12, 2023, was duly passed on _____, 2023 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. 5751.

Date

Frank White, Jr., County Executive

Request for Legislative Action

Ord. #5751
Sponsor: Manuel Abarca IV
Date: June 12, 2023

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5751
Sponsor(s):	Manuel Abarca IV	Legislature Meeting Date:	6/12/2023

Introduction
Action Items: ['Repeal']
Project/Title:
An ordinance repealing sections 4510, 4524, 4525, 4532,4538,4541, 4546, and 4547 of Chapter45, Jackson County Code, 1984, relating to animal control and acting in lieu thereof 8 new new sections relating to the same subject.

Request Summary
Chapter 45 was last updated in August of 2001. At that time we had our own animal control officer. Now that we have built a shelter and the City of Independence performs animal control activities, we would like to update the chapter to work better with the ordinance the City has in place by changing some definitions and adding new verbiage that is common in animal control ordinances today. Also, we are clarifying the enforcement of the chapter by the Sheriff's Department and Environmental Health.

Contact Information			
Department:	Environmental Health	Submitted Date:	5/30/2023
Name:	Deborah Lyn Sees	Email:	dsees@jacksongov.org
Title:	Director	Phone:	816-797-7162

Budget Information			
Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
3169	August 13, 2001
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information
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Request for Legislative Action

History

Submitted by Environmental Health requestor: Deborah Lyn Sees on 5/30/2023. Comments:

Approved by Department Approver Troy Schulte on 5/30/2023 6:06:58 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 6/1/2023 9:23:53 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 6/1/2023 9:40:15 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 6/1/2023 10:03:57 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 6/2/2023 8:16:23 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 6/8/2023 11:42:44 AM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE expressing the intent of the Legislature that the County award contracts for the removal and storage of the Andrew Jackson statues on the grounds of the Downtown and Historic Truman Courthouses and for site repairs of any damages occasioned by the removal.

ORDINANCE NO. 5752, June 12, 2023

INTRODUCED BY Manuel Abarca IV, County Legislator

WHEREAS, in view of developing discourse and changes in public sentiment across the nation regarding statuary of individuals that participated in genocidal campaigns and slavery, it is appropriate that the statues of Andrew Jackson at the Downtown and Historic Truman Courthouses be removed and stored while decisions concerning the statues' ultimate location and fate are contemplated; and,

WHEREAS, in order to expedite the removal and storage, it is the intent of the Legislature that the County award contracts for these services, as well as for the repair of any damages to the Courthouses' grounds occasioned by the removal; and,

WHEREAS, it is the Legislature's further intent that, in awarding such contracts, the County shall follow the competitive procedures set out in chapter 10 of the Jackson County Code and may only expend funds for such contracts as are budgeted in appropriate spending accounts or properly transferred under the provisions of chapter 5 of the code; now therefore,

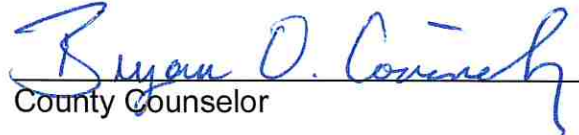
BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the Legislature does hereby express its intent that the County award contracts for the removal and storage of the statues of Andrew Jackson on the grounds of the Downtown and Historic Truman Courthouses and for site repairs of any damages to the Courthouses' grounds occasioned by the removal, on the terms set out in this Ordinance.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5752 introduced on June 12, 2023, was duly passed on _____, 2023 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. 5752.

Date

Frank White, Jr., County Executive

Request for Legislative Action

Ord. #5752

Sponsor: Manuel Abarca IV

Date: June 12, 2023

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5752
Sponsor(s):	Manuel Abarca IV	Legislature Meeting Date:	6/12/2023

Introduction

Action Items: ['Authorize']

Project/Title:

Removal and storage of the statues of Andrew Jackson on the grounds of the Downtown and Historic Truman Courthouses.

Request Summary

AN ORDINANCE authorizing the County Executive to award contracts for the removal and storage of the Andrew Jackson statues on the grounds of the Downtown and Historic Truman Courthouses and for site repairs of any damages occasioned by the removal.

WHEREAS, Thousands of statues exist across the country honoring individuals or movements that were intertwined with or active participants in some of the most heinous acts in our nation's history, such as the genocidal campaigns against indigenous groups or slavery; and,

WHEREAS, The Lost Cause was driven by the United Daughters of the Confederacy founded in 1894, along with Confederate Veterans, Politicians, Academic and Public Historians and Business Leaders who joined collaborated to attempt to rewrite history by orchestrating an incorrect and biased narrative surrounding the events of the American Civil War; and,

WHEREAS, The Lost Cause is a pseudo historical myth and is part of a revisionist conspiracy, falsely purporting that slavery was not the primary cause of the American Civil War; and,

WHEREAS, The Lost Cause aimed to uplift and empower white supremacy by commemorating Confederate soldiers as heroes and thus erected monuments and memorials throughout the country; and,

WHEREAS, According to the Southern Poverty Law Center, there are presently 2093 Confederate Memorials throughout the United States and Territories; and,

WHEREAS, As of May 26th 2023, a total of 439 of these Confederate Memorials have been removed, relocated, and/or renamed; and,

WHEREAS, In commemoration of the naming of the County of Jackson in 1826 in honor of Andrew Jackson, statues of Andrew Jackson can be found both at Downtown Courthouse in Kansas City and the Historic Truman Courthouse in Independence; and,

WHEREAS, former President Andrew Jackson owned hundreds of slaves, actively worked to silence

Request for Legislative Action

abolitionists, and led the ethnic cleansing of indigenous groups from the American South; and,

WHEREAS, Andrew Jackson utilized state and federally sponsored violence to forcibly displace indigenous groups from their land by signing the Indian Removal Act in 1832; and,

WHEREAS, The Indian Removal Act was the precursor of the Trail of Tears in 1831, which led to the forced displacement and death of thousands of indigenous peoples; and,

WHEREAS, it is in the moral interest of Jackson County to immediately create separation from these moments in our nation’s history through the removal of statues or monuments associated with them so as to not accidentally bestow honor on individuals who were engaged in the genocide of indigenous groups or proponents of slavery; and,

WHEREAS, in order to expedite the removal and storage, it is appropriate that the County Executive be authorized to award contracts for these services, as well as for the repair of any damages to the Courthouses’ grounds occasioned by the removal; and,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to award contracts for the removal and storage of the statues of Andrew Jackson on the grounds of the Downtown and Historic Truman Courthouses and for site repairs of any damages to the Courthouses’ grounds occasioned by the removal.

Contact Information			
Department:	County Legislature	Submitted Date:	5/26/2023
Name:	Rebeca Amezcua-Hogan	Email:	RAmezcua-Hogan@jacksongov.org
Title:	Legislative Aide	Phone:	816-881-3466

Budget Information			
Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5375	July 13, 2020
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: not spending money	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information
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Request for Legislative Action

History

Submitted by County Legislature requestor: Rebeca Amezcua-Hogan on 5/26/2023. Comments: Leg. Abarca requests for this legislation to appear on the June 5th agenda.

Approved by Department Approver Troy Thomas on 5/26/2023 3:33:36 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 6/1/2023 9:24:43 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 6/1/2023 9:44:17 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 6/1/2023 10:09:06 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 6/2/2023 8:17:06 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 6/8/2023 11:44:33 AM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Sheriff to execute a contract for services with the Family Court Division of the 16th Circuit Court of Missouri to provide deputies to assist with the Family Court's Connections supervised visitation program.

RESOLUTION NO. 21304, June 12, 2023

INTRODUCED BY Venessa Huskey, County Legislator

WHEREAS, the Jackson County Family Court Division's Connections program is a collaborative effort between the Family Court Division and local law enforcement agencies in which officers facilitate visitation between children and non-custodial parties, as well as the safe exchange of children between parents or custodians for overnight visits; and,

WHEREAS, the Sheriff's Office has partnered with the Family Court Division on the Connections program since 2018; and,

WHEREAS, the Sheriff's Office proposes to continue this program under an updated agreement, which will increase the total compensation to the office from \$38,000.00 to \$44,992.00 and update the deputies' hourly rate from \$33.00 to \$40.00; and,

WHEREAS, the deputies of the Sheriff's Office will continue to be paid for their Connections program hours on the regular County payroll; and,

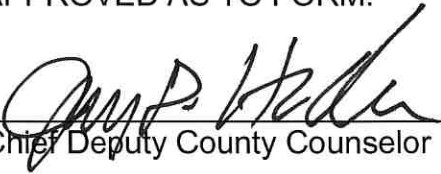
WHEREAS, the Sheriff recommends the execution of the attached Agreement with the Family Court Division for the Connections program; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Sheriff be, and hereby is, authorized to execute the attached Agreement with the Family Court Division of the Circuit Court for the Connections Program.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21304 of June 12, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

**FAMILY COURT DIVISION
16TH JUDICIAL CIRCUIT OF MISSOURI
CONTRACT FOR SERVICES**

This contract is made and entered into by and between the Family Court Division of the 16th Judicial Circuit of Missouri (hereinafter referred to as the "Court"), and the Jackson County Sheriff's Department (hereinafter referred to as "Contractor"), For consideration as stated below, the parties agree as follows:

1. Definitions

None

2. Term of Agreement

This agreement shall be in effect from a projected date of April 1, 2023 through December 31, 2023, subject to the provisions of this agreement relating to termination of this agreement, as set forth below.

3. Services Rendered

Contractor agrees to provide the following services under this contract:

- a. Act as a deterrent by their mere presence (Sheriff's Uniform); ensure the safety and wellbeing of all participants and staff in the Court's Connections Supervised Visitation Program;
- b. Intervene (up to and including arrest) when any person(s) becomes violent, is clearly intoxicated and/or poses a threat to the safety and wellbeing of staff and other occupants of Family Court Resource Services;
- c. Escort parents out of the building if needed when/if a visit is canceled as a result of a rule violation and a parent responds to same erratically;
- d. Record intake information into database (Secure Cases) for parents who are exchanging children for overnight visits;
- e. Escort parents who are victims of domestic violence to their vehicle at the end of visitation services upon request;
- f. Generally provide surveillance as needed within the suite occupied by Family Court Resource Services and within the immediate perimeter of the building at 103 N Main, Independence, MO during program operation;
- g. When needed, escort non-custodial parents and their children to appropriate visit/waiting areas;

- h. At the end of programming operations, ensure facility is secured and staff are safely escorted out of the building to their vehicles (located directly behind the building).

4. Payment

The Court agrees to reimburse the Contractor for the period April 1, 2023 through December 31, 2023, not to exceed the amount of \$44,992.00 (forty-four thousand nine hundred ninety-two dollars). This amount includes the use of one (1) deputy at an hourly rate not to exceed forty dollars and zero cents (\$40.00), payable at a four-hour minimum for the following schedule:

Mondays through Thursdays, 4:30 p.m. through 8:30 p.m.
Saturdays, 09:30 a.m. through 2:15 p.m.
Sundays, 3:30 p.m. through 7:30 p.m.

The Court agrees to a minimum of twenty-four (24) hours per week.

Payment for services shall exclude all Jackson County Circuit Court approved holidays and other court closures, two days for Santa-Cali-Gon Days Festival held in Independence, MO on the Independence Square, inclement weather closures, and any other days in which Connections notifies the Jackson County Sheriffs Department of a closure for any other reason.

Payment for contractual obligations of the Court is contingent upon funds being appropriated, budgeted or otherwise made available, and the provisions of this agreement will become effective only when the funds appropriated for the purpose of compensating Contractor become available to the Court for disbursement.

5. Invoice

The Contractor agrees to submit an invoice on a monthly basis, no later than fifteen (15) days following the time for which services are being charged in the invoice.

The invoice shall state with specificity the number of units performed, the cost of each unit, and the total amount of reimbursement due for the period of time in which services are being charged.

Invoices shall be sent to the attention of: Accounts Payable
Family Court Division 625 E. 26th St.
Kansas City, MO 64108

Invoices may be submitted by email to: accountspayable@courts.mo.gov

Payment shall be sent to:

Overtime Accounts
Jackson County Sheriff's Office
4001 NE Lakewood Court
Lee's Summit, Missouri 64064
VIA Inter-department Billings

6. Termination

- a. This agreement may be terminated at any time, upon the mutual agreement of the parties.
- b. Either party may cancel this agreement by giving written notice to the other party at least thirty (30) days in advance of a specified date of termination.
- c. Termination of this agreement may occur in the event funds from local, state, or federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quality of service, in which case the obligations of each party hereunder shall be terminated immediately upon receipt of written notice.
- d. The Court may terminate this contract at any time for good cause at the Court's discretion.

7. Confidentiality Clause

All information that the Contractor may acquire from the Court, in conjunction with the Contractor's services, is confidential and is not to be transferred or disclosed to any other without the specific, written consent of the Court. Further, confidential information provided by the Contractor to Court personnel concerning youth or individuals and situations connected with the youth is not to be transferred or disclosed to unauthorized individuals without consent of the Contractor.

8. Other Provisions

- a. Any notification under this agreement shall be made to:

On behalf of the Court: Theresa Byrd
Deputy Court Administrator/Family Court
625 E. 26th St.
Kansas City, MO 6401

On behalf of the Contractor: Darryl Forte
Jackson County Sheriff
4001 NE Lakewood Court
Lee's Summit, MO 64064

Any written notice shall be sent by certified mail, first class, postage paid, and the notice shall be effective upon deposit with the U.S. Postal Service.

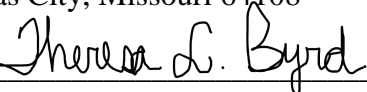
- b. This agreement does not establish a master/servant or employer/employee relationship. It is intended between the parties that the Contractor is an independent contractor. Further it is understood as follows:
 1. The methods to be employed by the Contractor will be decided upon by the Contractor and not by the Court. The Court will not have any control over the Contractor, except to perform according to this agreement.
 2. The Contractor will pay any amounts due as a result of the Federal Insurance Contribution Act (FICA), the Federal Unemployment Act (FUTA), applicable federal, state, and local income tax liabilities, and all workers' compensation laws, and will furnish proof of the payment in a reasonable form as requested by the Court.
 3. The Court does not have mandatory rules of conduct for the Contractor.
 4. The Contractor will not be treated as an employee with respect to the services performed under this agreement for federal, state, or local income tax purposes.
 5. For reporting purposes, the Contractor's taxpayer identification number is 44-6000524.
- c. All documents, keys, manuals, and property belonging to the Court, and used by the Contractor, shall be returned to the Court on demand and in no event later than the last day of the term of this agreement. All information obtained by the Contractor from other sources used in providing services under this contract, is the exclusive property of the Court, and shall be returned to the Court as provided above.
- d. As an independent contractor, the Contractor assumes full responsibility and liability for any damages, claims, losses, costs, actions, and causes of action, whether or not now known or contemplated, including reasonable attorney fees, court costs, investigation costs, and other litigation expenses arising out of the acts, omissions or errors of the Contractor, its employees, agents, independent contractors and/or staff assigned to the Court pursuant to this contract. This provision of this agreement is intended solely for the benefit of the parties to this contract.
- e. As a Missouri state government agency, the Court does not maintain general liability insurance, nor can agree to indemnify and hold harmless any individual entity. Instead, the Court relies on the State Legal Expense Fund set forth in § 105.711 RSMo, as administered by the Office of the Attorney General of the State of Missouri. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses

of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests. Nothing in this agreement will be deemed to constitute a waiver of the sovereign immunity of Jackson County, Missouri, the State of Missouri, and/or the 16th Judicial Circuit of Missouri.

- f. The parties agree that this contract shall be construed in accordance with the laws of the State of Missouri without regard to Missouri's choice of law rules and that Missouri shall be the forum state for all legal proceedings arising out of this agreement.
- g. If any clause or provision in this agreement shall be adjudged invalid or unenforceable, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
- h. Waiver by either party of any term, covenant, or condition in this agreement shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this agreement can be waived except by written consent and forbearance or indulgence in any regard shall not constitute a waiver whatsoever.
- i. By signing this agreement, Contractor certifies that all employees of Contractor are legally eligible to work within the United States. Contractor shall provide proof of legal eligibility upon request by the Family Court.
- j. No portion of the work performed under this contract shall be assigned or subcontracted in any manner without the express written consent of the Court.
- k. This agreement—and the terms and conditions of any purchase order issued by the Court—contain the entire agreement between the parties to this contract with respect to the matters covered herein, and supersede all proposals and other communication of the parties to this contract. No other agreements, representations, or warranties—oral or written—have been made or are being made by, or on behalf of, the parties to this agreement.

IN WITNESS WHEREOF, the parties execute this agreement.

Family Court Division, 16th Judicial Circuit of Missouri
625 E. 26th Street
Kansas City, Missouri 64108



Theresa Byrd
Deputy Court Administrator/Family Court

04-21-2023

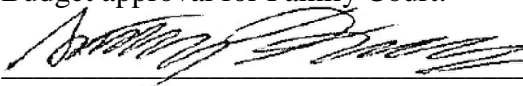
Date

and

Darryl Forte
Jackson County Sheriff

Date

Budget approval for Family Court:

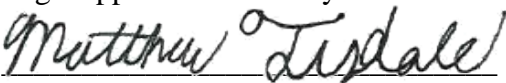


Anthony Kelley
Director of Finance and Budget

4-17-2023

Date

Legal approval for Family Court:



Matthew Tisdale
Assistant Legal Counsel, 16th Judicial Circuit Court

4/17/2023

Date

Request for Legislative Action

Res. #21304
Sponsor: Venessa Huskey
Date: June 12, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21304
Sponsor(s):	Venessa Huskey	Legislature Meeting Date:	6/12/2023

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing the execution of a Contract for Services with the Family Court Division of the 16th Judicial Circuit of Missouri for the Sheriff's Office to provide deputies to assist with the Court's Connections Supervised Visitation Program.

Request Summary
<p>Family Court Resource Services of the Family Court Division of the 16th Judicial Circuit of Missouri (the "Court") operates the Court's Connections Supervised Visitation Program which facilitates visitation between children and non-custodial parties, as well as the safe exchange of children between parents for overnight visits.</p> <p>The Sheriff's Office has partnered with the Court on the Connections Program since 2018. Resolution 19645 was adopted in 2017 and a contract was executed for the period of January 1, 2018, to December 31, 2018. The Sheriff's Office has continued to provide these services without an updated agreement. The new proposed contract updates the contract amount from \$38,000 to \$44,992, updates the deputy hourly rate from \$33.00 to \$40.00, and updates the hours of scheduled service for visitation.</p> <p>Deputies will continue to be paid for their Connections Program hours through their regular County payroll. The Sheriff's Office will continue to submit a monthly Interdepartment Billing to the Court to request reimbursement for services provided. This program is included in the 2023 Adopted Budget via line item 001-4201-55030 General Fund – Sheriff's Office – Overtime.</p> <p>The attached updated Contract with the Court outlines the rights and obligations of each party for the Connections Program. The Sheriff's Office is requesting authorization to execute the attached Contract.</p>

Contact Information			
Department:	Sheriff	Submitted Date:	5/31/2023
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Budget Information

Request for Legislative Action

Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$
Is it transferring fund?	No
Single Source Funding:	
Fund:	Department:
Line Item Account:	Amount:
	!Unexpected End of Formula

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19645	November 13, 2017

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: not spending money	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information

Request for Legislative Action

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History

Submitted by Sheriff requestor: Elizabeth A. Money on 5/31/2023. Comments:

Approved by Department Approver Michael L. Montgomery on 5/31/2023 3:12:38 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 6/1/2023 9:22:20 AM.
Comments:

Approved by Compliance Office Approver Ikeela Alford on 6/1/2023 9:36:33 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 6/1/2023 10:00:24 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 6/2/2023 8:14:06 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 6/8/2023 11:41:06 AM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Participation Agreement with the Missouri Department of Health and Senior Services relating to its summer food service program, with costs to be reimbursed to the County.

RESOLUTION NO. 21305, June 12, 2023

INTRODUCED BY Manuel Abarca IV, County Legislator

WHEREAS, the Environmental Health Administrator recommends participation in a summer food service program, sponsored by the Missouri Department of Health and Senior Services (DHSS), that provides free nutritional meals for children in eastern Jackson County; and,

WHEREAS, under the attached proposed Participation Agreement, the County will be reimbursed for site inspections for the summer food service program; and,

WHEREAS, the Participation Agreement sets out the rights and obligations of each party participating in the program; and,

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

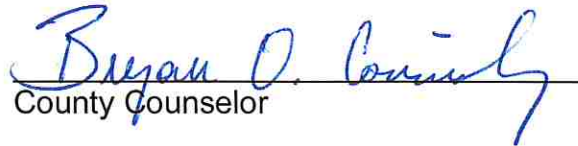
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Summer Food Service Program Inspections Participation Agreement.

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. 21305 of June 12, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____


Date

Mary Jo Spino, Clerk of Legislature



**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
SUMMER FOOD SERVICE PROGRAM AND AT-RISK AFTERSCHOOL
PROGRAM SITE INSPECTIONS**

1. This participation agreement is entered into by the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). This agreement shall consist of: (1) this participation agreement, (2) Attachment A – Certification, (3) Exhibit 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and (4) the Terms and Conditions, attached hereto. By signing below the Contractor and Department agree to all the terms and conditions set forth in this agreement.
2. The purpose of this agreement is to conduct food safety inspections and enforce expeditious correction of priority violations in food preparation and service at Summer Food Service Program (SFSP) and At-Risk Afterschool Program (At-Risk) meal production and meal service sites.
3. This agreement shall be effective May 31, 2023 or the date of the Department's authorized representative signature, whichever is later through September 30, 2023.

TRACKING NUMBER	AGREEMENT NUMBER	AMENDMENT NUMBER
CONTRACTOR NAME (PLEASE PRINT/TYPE) Jackson County Public Works Planning Environmental Health		DOING BUSINESS AS (DBA) NAME
NAME OF AUTHORIZED REPRESENTATIVE		PAYMENT MAILING ADDRESS
MissouriBUYS SYSTEM ID		CITY, STATE, ZIP
TELEPHONE NUMBER		E-MAIL ADDRESS
SIGNATURE OF CONTRACTOR OR REPRESENTATIVE		DATE
TYPE OF CONTRACTOR <input type="checkbox"/> Hospital <input type="checkbox"/> Pharmacy <input type="checkbox"/> Dentist <input type="checkbox"/> Therapist <input checked="" type="checkbox"/> Physician (M.D./D.O.) <input type="checkbox"/> Other		STATE LICENSE NO. (IF APPLICABLE)
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF ADMINISTRATION DIRECTOR OR DESIGNEE 		DATE

4. To the extent that this agreement involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the agreement signature page indicates compliance with the Certifications contained in Attachment A as attached hereto and incorporated by reference as if fully set forth herein.
5. The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 5.1 Registration of business name (if applicable) with the Secretary of State at <https://www.sos.mo.gov/business/startBusiness.asp>
 - 5.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 5.3 Taxes (e.g., city/county/state/federal)
 - 5.4 State and local certifications (e.g., professions/occupations/activities)
 - 5.5 Licenses and permits (e.g., city/county license, sales permits)
 - 5.6 Insurance (e.g., worker's compensation/unemployment compensation)
6. Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Summer Food/At-Risk Afterschool Meal Programs
Program Contact: Paige Anderson, Retail Food Program Manager
Address: 930 Wildwood, PO Box 570, Jefferson City, MO 65102
Phone: 573-751-6095
Email: BEHS.SUMMERFOOD@health.mo.gov
7. If the Contractor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the Contractor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.
8. TRAINING
 - 8.1 The Department will provide training prior to the start of this agreement. The training will present the agreement and its deliverables, inspection requirements and reimbursement requirements.

8.2 The Contractor shall ensure staff responsible for conducting inspections attend one of the training opportunities.

8.3 The Contractor shall ensure staff responsible for conducting inspections are trained to conduct retail food inspections and meet the qualifications for *Public Health Associate, Officer, Specialist, Supervisor, or Manager* job classes as posted on the Office of Administration's website at <https://pers.oa.mo.gov/careers/public-health-services/environmental-public-health>.

8.4 The Contractor will be the point of contact for Summer Food and At-Risk Site staff concerning food safety. The Contractor will provide education and technical assistance to site staff to promote food safety.

9. SFSP SITE IDENTIFICATION

9.1 The Contractor is responsible for identifying all SFSP meal production and meal service sites operating in their jurisdiction. Information regarding identification of SFSP meal production and meal service sites can be found in 9.3.

9.2 The Contractor is responsible for researching operational details of all SFSP meal production and meal service sites operating in their jurisdiction. This includes but is not limited to location, hours of operation, menu, and central kitchens.

9.3 The Department will provide an interactive web site at <https://health.mo.gov/living/wellness/nutrition/foodprograms/sfsp/> to assist the Contractor in their research.

9.4 The Contractor shall print the site information from the website stated in 9.3. The inspection must be completed within ten (10) business days of date the information was printed. This information page shall be supplied with each inspection report when submitting for review.

9.5 To further assist the Contractor with site identification and operational details, the Department will offer virtual office hours at least once per month in June, July, August, and September via webex. Webex meetings will be scheduled and information for the meetings will be distributed by BEHS staff via listserv emails.

10. AT-RISK SITE IDENTIFICATION

10.1 At-Risk site information will be delivered to the Contractor by the Department via email as it is received from the Bureau of Community Food and Nutrition Assistance (CFNA).

10.2 The Contractor is responsible for gathering additional operational details of all At-Risk meal production and meal service sites operating in their jurisdiction. This includes, but is not limited to location, hours of operation, and menu.

- 10.3 The inspection must be completed within ten (10) business days of the date the Department sends the At-Risk site information email to the Contractor. The email notification that is provided by the Department shall be supplied with each inspection report when submitting for review.
- 10.4 To further assist the Contractor with site information and operational details, the Department will offer virtual office hours at least once per month in June, July, August, and September via webex. Webex meetings will be scheduled and information for the meetings will be distributed by BEHS staff via listserv

11. **INSPECTION OF SITES**

- 11.1 The Contractor shall perform food safety inspections at SFSP sites, At-Risk sites, and associated food service management companies, including schools that prepare food for off-site service locations.
- 11.2 The Contractor is not required to perform food safety inspections at schools already under inspection that sponsor SFSP and At-Risk sites under this agreement, unless the personnel preparing the food is different from those preparing food during the school year.
- 11.3 The Contractor shall conduct food safety inspections as outlined in Section 2.0 Food Safety of the Environmental Health Operational Guidelines (EHOG), available at: <http://health.mo.gov/atoz/ehog/index.php>.
- 11.4 When conducting inspections, the Contractor shall utilize and apply 19 CSR 20-1.025, the Missouri Food Code, or an equivalent local food code.
- 11.5 The Contractor shall ensure adulterated and misbranded foods are removed from commerce in accordance with Chapter 196 RSMo.

12. **INSPECTION TIME REQUIREMENTS**

- 12.1 The Contractor shall conduct food safety inspections within the time frames listed below.
- 12.2 The start time of the inspection for a central kitchen site (a site where the food is prepared, not serving food to children) must be within two (2) hours prior to service start time listed on the initial notification;
- 12.3 The start time of the inspection for a self-prep site (a site where the food is prepared and served at the same location) must be within two (2) hours prior to service or during service hours;
- 12.4 The start time of the inspection for a vended (a site where the food is served to children, no preparation/cooking of food) site must not exceed thirty (30) minutes prior to the start of service;

12.5 The time spent conducting an inspection of a central kitchen or self-prep sites must be a minimum of thirty (30) minutes.

12.6 There is no minimum time requirement for vended sites.

13. **INSPECTION REPORTS**

13.1 The Contractor shall use the inspection report form E6.39, “Food Safety Inspection Report Form for Summer Food And At-Risk Sites,” provided by the Department, for inspections and follow-up inspections. The Contractor shall use the E6.07 sanitation observation form or the E6.39 inspection report form for attempted inspections.

13.2 The Contractor shall complete the E6.39 inspection report form in its entirety. A completed report includes information provided in all fields on the form, the evaluation of all food safety measures, the review of any Time as a Public Health Control plans and records, including the time and temperature when food arrived at the site and explanation of approval when food is out of temperature, and shall list the menu items and the temperatures of these foods. Attempt inspections documented on the E6.39 inspection report form or the E6.07 sanitation observation form shall have site information, date of attempt, and time in/time out. Incomplete inspection reports may not be reimbursable.

13.3 The Contractor can obtain the E6.39 inspection report form and the E6.07 sanitation observation form through the DHSS warehouse at <http://health.mo.gov/warehouse>.

13.4 The Contractor shall provide a printed information page with their SFSP inspection report that contains the site information. The information page can be printed from the website <https://health.mo.gov/living/wellness/nutrition/foodprograms/sfsp/>. The inspection report must be completed within ten (10) business days of when the information was printed.

13.5 The Contractor shall provide the email that is sent by the Department for each At-Risk site. The inspection must be completed within ten (10) business days of the date the Department sends the At-Risk site information email to the Contractor.

14. **FOLLOW-UP INSPECTIONS**

14.1 The Contractor shall conduct follow-up inspections to verify correction of priority violations that were not corrected during the initial inspection.

14.2 The Contractor shall conduct the follow-up inspections according to the EHOG or to the local public health agency’s written plan.

15. **ATTEMPTED INSPECTIONS**

15.1 If the Contractor attempts to inspect facilities or vended sites that are either no longer operating or have changed their hours of operation, the Contractor shall document their inspection attempt(s) on an E6.07 sanitation observation form or an E6.39 inspection report form.

- 15.2 Attempted inspection documentation must clearly record the date, time, and location of attempted the site visit.
- 15.3 Site visits that match the Department's records regarding a facility or vended site's location and hours of operation will be credited as an attempted inspection.
- 15.4 The Contractor can obtain the E6.39 inspection report form and the E6.07 sanitation observation form through the DHSS warehouse at <http://health.mo.gov/warehouse>.
- 15.5 If the Contractor is having difficulty locating sites, contacting site operators, or other general site questions, the Contractor may contact the Bureau of Community Food and Nutrition Assistance (CFNA) at SFSP@health.mo.gov.

16. REIMBURSEMENT AMOUNT

- 16.1 The Department will reimburse the Contractor a maximum amount of \$ **2,150.00** for their successful participation in food safety inspections and priority violation correction in food preparation and service at SFSP and At-Risk meal production and meal service sites.
- 16.2 The maximum reimbursement amount is determined by the Department using a formula that considers availability of funds, population of the Contractor's jurisdiction, and the predicted number of facilities and sites in the Contractor's jurisdiction. Schools already under inspection that sponsor SFSP and At-Risk sites will be excluded from this calculation, unless the personnel preparing the food is different from those preparing food during the school year.
 - 16.2.1 To receive the maximum reimbursement amount the Contractor shall provide inspection coverage and meet quality assurance goals as stated below.
 - 16.2.2 The Contractor shall inspect or attempt to inspect a minimum of 90% of the SFSP and At-Risk facilities or sites in the Contractor's jurisdiction.
 - 16.2.3 The Department will perform a desk inspection report audit of completed work and assign an overall inspection report audit rating of 0-100%. The Contractor shall achieve an overall inspection report audit rating of at least 80% to receive the maximum reimbursement amount. The Department shall share a copy of the desk inspection report audit ratings tool with the Contractor as a part of the Department administered training under 8.1.
- 16.3 If the Contractor fails to meet inspection coverage and quality assurance goals stated in 16.2, but still provides substantial public health services in the execution of its inspections and priority violation correction efforts as determined by the Department, the Department may, at the Department sole discretion, elect to reimburse the Contractor one-half the maximum reimbursement total stated in 16.1.

16.4 If the Contractor fails to meet inspection coverage and fails to provide substantial public health services, they will not be reimbursed the amount stated in 16.1.

17. **INVOICES**

17.1 The State of Missouri shall submit contract payments to the Contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the Contractor shall understand and agree the state 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 must verify and update, if applicable, their vendor registration with their current remittance address and ACHEFT payment information at <https://MissouriBUYS.mo.gov>.

17.2 The Contractor shall submit a single invoice for all work performed and reported during the contract period no later than October 16, 2023.

17.2.1 The Contractor may not submit more than one invoice, or submit an invoice later than October 16, 2023, unless the Contractor obtained prior written approval from the Department.

17.2.2 The Contractor may submit its request for an extension to BEHS.SUMMERFOOD@health.mo.gov. Extensions are granted at sole discretion of the Department. An extension may not exceed the date of October 31, 2023.

17.3 The Contractor shall submit the invoice to the Department on the standard DH-38 billing form and shall include the agreement number and invoice number of "SFSP23ALL".

17.3.1 The invoice shall be accompanied by all completed E6.39 inspection report forms and E6.07 sanitation observation forms, as well as the site information for each inspection report as stated in 9.4 and 10.3.

16.3.2 The Contractor shall remit all forms to:

Department of Health and Senior Services
Bureau of Environmental Health Services
Attention: Paige Anderson
930 Wildwood Drive
P.O. Box 570
Jefferson City, MO 65102

17.4 If the Department denies a Contractor's request for payment, the Department shall provide the Contractor with written notice of the reason(s) for the denial.

17.5 The Department will not reimburse the Contractor based on any invoice that the Contractor does not submit in accordance with the requirements as set out in this

agreement. The Contractor may also not be reimbursed if the Contractor does not comply with the requirements listed in section 16 Reimbursement Rate.

18. **AMENDMENTS**

18.1 Any changes to this agreement shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

19. **MONITORING**

19.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance. The Contractors will comply with any requests related to the monitoring on the contract, including but not limited to document production and on-site visits with the Contractor.

19.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

19.3 The Department reserves the right to excluded specific individual/s who are employed by the Contractor.

20. **DOCUMENT RETENTION**

20.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

20.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

20.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

- 20.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 20.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation or fails to retain documents as requested by the Department.

21. **CONFIDENTIALITY**

- 21.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 21.2 The Contractor shall maintain strict confidentiality of all patient and client information, or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. If disclosure is required by law, the Contractor must notify the Department of the required disclosure before releasing information. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

22. **LIABILITY**

- 22.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees 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.
- 22.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for

any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

- 22.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

23. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

- 23.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 23.2 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

24. AUTHORIZED PERSONNEL

- 24.1 The Contractor shall be responsible for assuring that all personnel 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 documentation of such licensure or certification shall be made available upon request.
- 24.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the 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 of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- 24.3 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” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>), 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 should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 24.4 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:
- 23.4.1 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
- 23.4.2 Provide to the Missouri Department of Health and Senior Services 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
- 23.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 6.2 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

7. **TERMINATION**

7.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

24.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

24.1.2 A change in federal or state law relevant to this contract occurs; or

24.1.3 A material change of the parties to the contract occurs; or

24.1.4 By request of the Contractor.

7.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

24.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

24.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
 - 2.3.2 Collecting a certification from that person; or
 - 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 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 any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance 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 31 U.S.C. § 1352. 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.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The ProChildren Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act. .
- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 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:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) 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;
- 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- 6.1.3 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;
- 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
- 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
- 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

CERTIFICATIONS AND SPECIAL PROVISIONS

- 6.1.8 Missouri Governor’s E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
- 6.1.9 Missouri Governor’s E.O. #10-24; and
- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR’S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The contractor’s employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

- 8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

**EXHIBIT 1 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 who 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 Food Safety Assurance for Summer Food Service Program and At-Risk AfterSchool Program Site Inspections (Contract Title) 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 _____ (insert agency name) 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
(Please Print) Representative's Signature

Authorized Business Entity Name

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; Phone: 888-464-4218; Email: everify@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

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to 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 for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

_____	_____
Signature of Notary	Date

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 Print) Representative’s Signature	Authorized Business Entity Name (Please
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. 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, the provisions 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.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. 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.
- e. 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.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the 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 equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

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 must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

Request for Legislative Action

Res. #21305
Sponsor: Manuel Abarca IV
Date: June 12, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21305
Sponsor(s):	Manuel Abarca IV	Legislature Meeting Date:	6/12/2023

Introduction
Action Items: ['Authorize']
Project/Title:
Request to execute an agreement with Missouri Department of Health and Senior Services to conduct food safety inspections for the Summer Food Program with costs to be reimbursed to the county.

Request Summary
We are requesting that The Work Authorization and Business Entity Certification be filled out and the 2023 participation Agreement be signed to conduct food safety inspections for the Summer Food Program. We have participated in this program sponsored by the Missouri Department of Health and Senior Services provides a free nutritional meal to children at multiple sites in Eastern Jackson County for over 22 years. Under reimbursement requirements in the agreement the county will be reimbursed up to \$2150.00 for the inspections conducted.

Contact Information			
Department:	Environmental Health	Submitted Date:	5/31/2023
Name:	Deborah Lyn Sees	Email:	dsees@jacksongov.org
Title:	Director	Phone:	816-797-7162

Budget Information	
Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$
Is it transferring fund?	No
Single Source Funding:	
Fund:	Department:
Line Item Account:	Amount:
	!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20443	June 8, 2020
20652	April 19, 2021
20931	April 25, 2022

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information
•

Request for Legislative Action

History

Submitted by Environmental Health requestor: Deborah Lyn Sees on 5/31/2023. Comments:

Approved by Department Approver Troy Schulte on 5/31/2023 9:38:36 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 6/1/2023 9:23:18 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 6/1/2023 9:37:53 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 6/1/2023 10:02:10 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 6/2/2023 8:15:00 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 6/8/2023 11:41:53 AM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION honoring the life and achievements of Norma Hunt.

RESOLUTION NO. 21306, June 12, 2023

INTRODUCED BY DaRon McGee, County Legislator

WHEREAS, it is with deep sorrow and profound respect that we acknowledge the passing of Norma Hunt, the beloved widow of Kansas City Chiefs' founder Lamar Hunt and the esteemed mother of current Chiefs' chairman and CEO Clark Hunt; and,

WHEREAS, Norma, the matriarch of the Hunt family, was an indomitable force whose profound influence extended beyond her immediate family, leaving an indelible mark on the Kansas City Chiefs and FC Dallas, the Major League Soccer (MLS) team also owned by the Hunts; and,

WHEREAS, Norma's unwavering dedication and commitment to the world of sports, particularly football, were unparalleled, as she earned the distinction of being the only woman to have attended every Super Bowl in National Football League (NFL) history, embodying the spirit and passion of the game; and,

WHEREAS, her vibrant and contagious joy for life, along with her kindness, generosity, and unwavering positivity, touched the lives of all who had the privilege of knowing her, making her one of a kind and leaving an everlasting impact on the hearts and minds of those around her; and,

WHEREAS, Norma exemplified the essence of a true friend, a consummate hostess, and an advocate for the well-being of others, consistently ensuring that every person she encountered felt valued, cherished, and at ease in her presence; and,

WHEREAS, her unwavering devotion to her family, coupled with her fierce passion for the sports teams she held dear, showcased her remarkable spirit as she stood alongside her husband, Lamar Hunt, throughout the historic milestones of the sports industry, from the merger of the American Football League and the NFL to the formation of the MLS, World Championship Tennis, and the North American Soccer League, and the Hunts' founding investment in the Chicago Bulls of the National Basketball Association; and,

WHEREAS, Norma's dedication to her family's sports ventures, including her beloved Kansas City Chiefs, was unmatched, and her deep understanding and appreciation of every aspect of the game earned her the admiration and respect of players, fans, and colleagues alike; and,

WHEREAS, the NFL and its entire community have expressed their deepest condolences to the entire Hunt family, as well as to all those who had the privilege of crossing paths with Norma throughout her extraordinary life; and,

WHEREAS, the NFL Commissioner, Roger Goodell, paid tribute to Norma as a remarkable figure in the NFL for over seven decades, highlighting her grace, warmth, and unyielding dedication to her partnership with Lamar Hunt, her unwavering pride in her family, and her unwavering support for the Kansas City Chiefs organization; and,

WHEREAS, Norma's enduring legacy in the realm of football has been immortalized in the poignant documentary titled "A Lifetime of Sundays," which serves as a testament to her enduring impact on the Chiefs' organization and the entire NFL; now therefore,

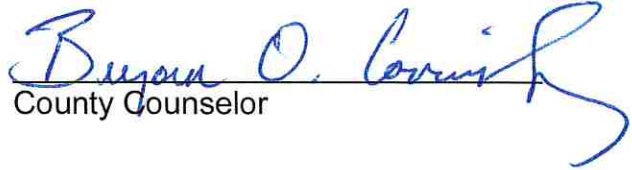
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby proclaims its heartfelt appreciation of Norma Hunt for her contributions to the sports world, her boundless compassion for others, and her unyielding spirit that will forever inspire generations to come.

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. 21306 of June 12, 2023, was duly passed on _____, 2023 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 congratulating Yoli Tortilleria on its winning the James Beard Award for Outstanding Bakery.

ORDINANCE NO. 21307, June 12, 2023

INTRODUCED BY Manuel Abarca IV, DaRon McGee, Jalen Anderson, Charlie Franklin, Venessa Huskey, and Jeanie Lauer, County Legislators

WHEREAS, the James Beard Foundation is a nonprofit organization whose mission is to celebrate, support, and elevate the people behind America's food culture and champion a standard of good food anchored in talent, equity, and sustainability; and,

WHEREAS, a James Beard Award is one of the most prestigious awards in the American food industry; and,

WHEREAS, Yoli Tortilleria, a beloved local Mexican tortilla bakery and retail store on Jefferson Street in Kansas City's Westside, was honored on June 5, 2023, with the James Beard Award for Outstanding Bakery, recognizing its contributions to the culinary arts, its unwavering commitment to culinary excellence, and its dedication to upholding the cultural traditions of the community; and,

WHEREAS, Yoli Tortilleria follows traditional techniques native to México, but uses local, seasonal, high-quality ingredients found in the Midwest and a passion for preserving and showcasing the rich culinary heritage of our region; and,

WHEREAS, Yoli Tortilleria produces stone-ground corn tortillas, Sonoran-style flour tortillas, salsas, tamales, aguas frescas and the recently introduced Eat Yoli Zine series, where storytelling intersects with food; and,

WHEREAS, owners Marissa Gencarelli, born and raised in Sonora, México, and Mark Gencarelli, use tortillas and other traditional Mexican foods “to connect and honor (Marissa’s) ancestors in the middle of North America” and have brought significant honor to the Westside and the Mexican community in Jackson County; now therefore,

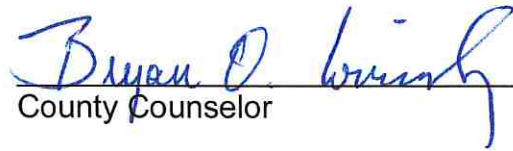
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature congratulates Yoli Tortilleria on its remarkable achievement in winning the James Beard Award for Outstanding Bakery and extends best wishes on all of its future endeavors.

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. 21307 of June 12, 2023, was duly passed on _____, 2023 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 contract for the furnishing of three passenger vehicles for use by the Drug Task Force to Lou Fusz Motor Company of St. Louis, MO, under the terms and conditions of State of Missouri Contract No. CC222374009, an existing competitively bid government contract, at an actual cost to the County in the total amount of \$147,222.00.

RESOLUTION NO. 21308, June 12, 2023

INTRODUCED BY Donna Peyton, County Legislator

WHEREAS, the Drug Task Force has a continuing need for three new vehicles; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Officer in Charge of the Task Force and Director of Finance and Purchasing recommend the award of a contract for the furnishing of three passenger vehicles for use by the Drug Task Force to Lou Fusz Motor Company of St Louis, MO, under the terms and conditions of an existing competitively bid state of Missouri Contract No. CC222374009, at an actual total cost to the County in the amount of \$147,222.00; and,

WHEREAS, award under the state contract is recommended due to the significant discounts offered to larger entities; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the award be made under the existing competitively bid government contract as recommended by the Officer in Charge and Director of Finance and Purchasing and that the Director be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and,

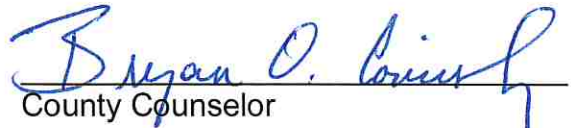
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract.

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. 21308 of June 12, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

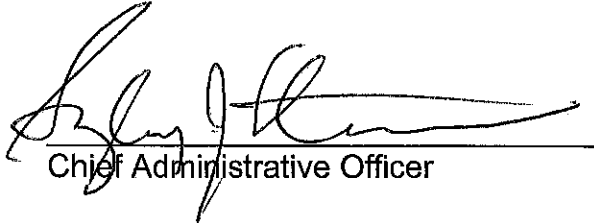
Date

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: 008 4151 58120
ACCOUNT TITLE: Anti-Crime Sales Tax Fund
Jackson County Drug Task Force
Automobiles
NOT TO EXCEED: \$147,222.00

6/8/2027
Date


Chief Administrative Officer

Request for Legislative Action

Res. #21308
Sponsor: Donna Peyton
Date: June 12, 2023

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21308
Sponsor(s):	Donna Peyton	Legislature Meeting Date:	6/12/2023

Introduction

Action Items: ['Award']

Project/Title:

Awarding a contract to purchase three new 2023 Vehicles for use by the Drug Task Force from Lou Fusz Motor Company of St. Louis, MO dba Lou Fusz Chevrolet, St Peters, MO and dba Lou Fusz Chrysler Dodge Jeep Ram Fiat O'Fallon, MO, under the terms and conditions of State of Missouri Contract No. CC222374009, an existing competitively bid government contract.

Request Summary

The Drug Task Force is requesting the purchase of three new vehicles for use by the Drug Task Force for a total cost of \$147,222 for three vehicles.

Lou Fusz Motor Company responded to the Motor Vehicle Price Quote Request Form (PQF) issued by the Drug Task Force with an "off the lot" quoted total price of \$48,224 for the Chevrolet Traverse VIN 1GNERKKW1PJ242669, \$51,244 for the Chevrolet Silverado VIN 3GCUDEED7PG259275 and \$47,754 for the Jeep Cherokee VIN 1C4RJHAG5PC542623 for a total price of \$147,222.

Pursuant to Section 1030.4 of the Jackson County Code, the Drug Task Force recommends the purchase of the 2023 Chevrolet Traverse for \$48,224, the Chevrolet Silverado for \$51,244 from Lou Fusz Motor Company dba Lou Fusz Chevrolet and the Jeep Cherokee for \$47,754 from Lou Fusz Motor Company dba Lou Fusz Chrysler Dodge Jeep Ram Fiat under the terms and conditions of State of Missouri Contract No. CC222374009, an existing competitively bid government contract. As noted above, Lou Fusz Motor Company provided the Price Quote Request Form as required by the contract.

Contact Information

Department:	Jackson County Drug Task Force	Submitted Date:	5/26/2023
Name:	Cari Beeman	Email:	cbeeman@jacksongov.org
Title:	Operations Administrator	Phone:	816-503-4713

Budget Information

Amount authorized by this legislation this fiscal year:	\$147,222
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$147,222

Request for Legislative Action

Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	4151 (Jackson County Drug Task Force)	58120 (Automobiles)	\$147,222

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab. 	

Request for Legislative Action

History

Submitted by Jackson County Drug Task Force requestor: Cari Beeman on 5/26/2023. Comments:

Approved by Department Approver Dan Cummings on 5/26/2023 11:49:04 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 6/1/2023 9:25:54 AM. Comments:

Returned for more information by Compliance Office Approver Ikeela Alford on 6/1/2023 9:57:22 AM. Comments: Vendor not in compliance. Instructions for vendor will be emailed to department.

Submitted by Requestor Cari Beeman on 6/5/2023 11:02:58 AM. Comments: Vendor completed the Compliance documents.

Approved by Department Approver Dan Cummings on 6/5/2023 11:23:25 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 6/5/2023 11:52:16 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 6/5/2023 4:35:26 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 6/7/2023 11:11:08 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 6/7/2023 4:06:04 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 6/8/2023 12:10:59 PM. Comments:

ATTACHMENT REVISED BY ADDENDUM 02

ATTACHMENT 5a.
State of Missouri

Motor Vehicle Price Quote Request Form (PQF)

The PQF may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

TO BE COMPLETED BY THE STATE AGENCY

State Agency Name: JACKSON COUNTY DRUG TASK FORCE

State Agency's Address: P.O. BOX 392 BLUE SPRINGS, Mo. 64015

Point of Contact at State Agency: CAPTAIN DAN CUMMINGS

State Agency Point of Contact's Phone Number: 816-935-4367

State Agency Point of Contact's Email Address: DCUMMINGS@JCDTF.COM

Return PQF to the Following Email Address: _____

PQF Issue Date: _____

PQF Return No Later Than Date: _____

STATE AGENCY'S VEHICLE REQUIREMENTS:

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

Fleet or Off the Lot: OFF the Lot

Brand: Jeep

Model: GRAND CHEROKEE

Year: 2023

List of Requested Options/Features: SEE WINDOW STICKER

List of Required Options/Features: SEE WINDOW STICKER

Quantity: 1

Delivery Location (if applicable): N/A

QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:

The QVL contractor must provide the following information regarding the vehicle proposed:

Fleet or Off the Lot: OFF the Lot

Brand: Jeep

Model: GRAND CHEROKEE

Vehicle Identification Number (VIN): 1C4RJHAG5PC542623

Year: 2023

List of Requested Options/Features Proposed: SEE WINDOW STICKER

List of Required Options/Features: SEE WINDOW STICKER
 Quantity Proposed: 1

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the PQF that identifies all of the standard specifications of the vehicle proposed along with any options included on the vehicle.

PRICING FOR VEHICLE:

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

Line Item	Firm, Fixed Price
Vehicle Price	\$ <u>47,754</u>
Price for Additional Options/Features in Addition to Vehicle Price	\$ <u>—</u>
Delivery Price to Location Identified Above	\$ <u>To be picked up at Dealership</u>
Total Price	\$ <u>47,754</u>

NOTE: COST EVALUATION: Objective Evaluation of 200 points

DELIVERY:

If vendor should identify delivery in days after receipt of order: 18D calendar days ARO.

QVL CONTRACTOR'S INFORMATION

QVL Contractor's Name: Loa Fuse Automotive Network

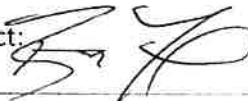
QVL Contractor's Address: 3480 STATE Hwy K O FALLON, MO. 63368

QVL Contractor's Point of Contact: BRYAN FOX

QVL Contractor's Point of Contact's Phone Number: 314-565-9315

QVL Contractor's Point of Contact's Email Address: bryan.fox@fuse.coa

Signature of QVL Contractor's Point of Contact:



VEHICLE BUYERS ORDER



3480 Highway K
O'FALLON, MO 63368
(636) 442-8100

SALESPERSON BRYAN FOX
STOCK # 0J23269
DATE 05/02/23

PURCHASER'S NAME(S) JACKSON COUNTY DRUG TASK FORCE
AS APPEARS ON DRIVER'S LICENSE _____
PRINT _____

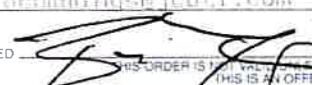
NEW USED DEMO

MAKE JEEP	MODEL GRAND CHEROKEE	BODY STYLE LAREDO 4X4	COLOR BRIGHT WHITE CLEA	MILES 15	MODEL YEAR 2023
VIN 1C4R3HAG5PC540623			TO BE DELIVERED ON OR ABOUT 05/02/23		DAY OF WEEK
<input checked="" type="checkbox"/> CASH <input type="checkbox"/> FINANCE		PRICE OF VEHICLE			\$ 52,250.00
LENDER:					N/A
<input type="checkbox"/> OUTSIDE LIEN TO:					N/A
					N/A
					N/A
					N/A
<input type="checkbox"/> LEASE					
# MONTHS					N/A
MONTHLY PMT: \$		TOTAL CASH SALE PRICE			52,250.00
SEC. DEP: \$		ADMINISTRATIVE FEE*			499.00
1 ST MO. PMT: \$		TOTAL			\$ 52,749.00
MILES PER YEAR		GROSS TRADE ALLOWANCE			\$ N/A
CONTRACTUAL DISCLOSURE FOR USED VEHICLES ONLY			*AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW.		
The Information You See On The (Federal Trade Commission) Window Form Is Part Of This Agreement. Information On The Window Form Overrides Any Contrary Provisions In The Contract Of Sale.			CASH PRICE OR TRADE DIFFERENCE		
TRADE-IN LIEN PAY-OFF \$ N/A GOOD UNTIL N/A			\$ 52,749.00		
OWNED TO: N/A			PLUS: PAYOFF ON TRADE VEHICLE		
ADDRESS: N/A			\$ N/A		
			LESS MFG REBATE		
			\$ N/A		
			NO TITLE APP.		
			\$ N/A		
			Temporary Tag		
			\$ 5.00		
QUOTED BY:		HOLD TITLE? YES NO	TITLE # & STATE	DEPOSITS	
DESC OF TRADE: N/A				\$ N/A	
MODEL: N/A				REBATE	
BODY STYLE: N/A				\$ 5,000.00	
MODEL YEAR: N/A				BALANCE DUE ON DELIVERY	
VIN: N/A		COLOR: N/A	MILES: N/A	\$ 47,749.00	
PAY-OFF ACCT. # N/A		DELVD BY	RECT #		

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am 18 years of age, or older, and hereby acknowledge receipt of a copy of this order. I CERTIFY THAT BY SIGNING THIS VEHICLE BUYER'S ORDER, I GIVE LOU FUSZ AUTOMOTIVE NETWORK THE RIGHT TO OBTAIN MY CREDIT INFORMATION.

As part of our effort to provide the highest possible level of service to our customers, we would like your authorization for this Dealership to contact you in order to ensure you are happy with your purchase, keep you informed of new product offerings and promotions, remind you of necessary vehicle maintenance or service, and for any other reason we feel is necessary or appropriate. **UNLESS YOU CHECK THE BOX BELOW**, by signing this form, you give this Dealership **PERMISSION** to contact you (either personally, via text messages or with prerecorded telemarketing messages) at the telephone numbers (which may include wireless phone numbers), fax number and/or e-mail address listed. This **AUTHORIZATION** allows us to better serve you in compliance with federal and state regulations and in no way is a condition to receiving goods or services.

Please do not contact me as provided above.

SIGNED _____
ADDRESS P.O. BOX 392
BLUE SPRINGS, MO 64015
(816) 935-4367 N/A
RES PHONE _____ BUS PHONE _____
EMAIL: drammings@jedbf.com CELL PHONE _____
APPROVED  _____

2023 MODEL YEAR

Jeep GRAND CHEROKEE ALTITUDE 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL, INCLUDING DEALER PREPARATION

Base Price: **\$43,035**

JEEP GRAND CHEROKEE ALTITUDE 4X4
 Exterior Color: Bright White Clear-Coat, Exterior Paint
 Interior Color: Global Black Interior Color
 Interior Carpet: Leatherette / Suede Seats
 Engine: 3.6L V6 Speed / Engine (HPI50) Transmission
 STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL SAFETY FEATURES

Jeep X-Drive (Available in select States Only)
 Advanced Multistage Front Air Bags
 Supplemental Side-Curtain Front and Rear Air Bags
 Supplemental Front Seat-Mounted Side Air Bags
 Driver Inflatable Knee-Bolster Air Bag
 Passenger Inflatable Knee-Bolster Air Bag
 Quad-Trac II 4WD System
 Adaptive Cruise Control with Stop and Go
 Active Lane-Management System
 Full-Speed Forward-Collision Warning Plus ParkView® Rear Back-Up Camera
 ParkSense® Rear Park-Assist with Stop
 Blind-Spot and Cross-Pain Detection
 Advanced Brake-Assist
 Pedestrian / Cyclist Emergency Braking
 Rear-View Day / Night Mirror
 Anti-Lock 4-Wheel Disc Brakes
 Electronic Stability Control
 Hill-Start Assist
 The Pressure Monitoring Display
 Compact Spare Tire
 Conventional Differential Front Axle w/ Disconnect
 Speed-Sensitive Power Locks
 Security Alarm
 Rear-Seal, Object Alert

INTERIOR FEATURES

Uconnect® 3 with 8.4-inch Touch Screen Display
 Cluster 10.25-inch TFT Color Display
 Apple CarPlay®
 Google Android Auto™
 Jeep Connect (Connected Services) w/ Trail
 Integrated Voice Command
 6 Speakers
 Illuminated Cupholders
 Deep-Tint Privacy Glass
 12-Volt Auxiliary Power Outlet
 Sleeping-When-Mounted Audio Controls
 8-Way Power-Adjustable Driver Seat
 4-Way Manual Adjustable Front Passenger Seat
 AC w/ Dual-Zone Auto Temperature Control
 Full Function Media Hub w/ 2-USB Plus Aux Port
 Assembly Point/Port of Entry DETROIT, MICHIGAN, U.S.A.
 VIN: 1C4R-HA8GPC-642623 L410K 3373



2nd Row Dual Charge-Only USB Ports
 Rear 60 / 40 Splitting Seat

EXTENSION FEATURES
 17-inch x 6.5-inch Fully-Finished Alum Wheels
 P245/R17 85W Alt-Season Tires

LED Reflector Headlamps

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
 Customer Preferred Package 23B \$5,105

265/55R20 85W Alt-Season LRR Tires

Capri Leatherette / Suede Seats

Altitude Appearance Package

Rain-Sensitive Windshield Wipers

Remote-Start System

Selectable Tire-Fill Alert

Heated Steering Wheel

Heated Front Seats

Black Headliner

Power Liftgate

Gloss-Black Exterior Accents

Power Sunroof

Black Side Steps by Mopar®

Destination Charge \$1,795

WARRANTY COVERAGE

5-Year or 60,000-mile Powertrain Limited Warranty,
 3-Year or 36,000-mile Basic Limited Warranty,
 Ask Dealer for a copy of the limited warranties or
 see your owner's manual for details.

5 YEAR / 60,000 MILE

POWERTRAIN WARRANTY

\$47,735

THIS LABEL IS ADDED TO THE PRICE TO CONFORM WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED. ANY CHANGES TO THE LABEL WILL BE AT THE BUYER'S RISK. *MSRP. EXcludes destination charge, taxes, title, license, and dealer fees. MSRP. EXcludes destination charge, taxes, title, license, and dealer fees. MSRP. EXcludes destination charge, taxes, title, license, and dealer fees. MSRP. EXcludes destination charge, taxes, title, license, and dealer fees.

For more information visit: www.jeep.com
 or call 1-877-IAM-JEEP

FCA US LLC

EPA DOT Fuel Economy and Environment

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models.

22 MPG
 city

19 MPG
 city

26 MPG
 highway

4.5 gallons per 100 miles
 combined city/hwy

Gasoline Vehicle

You spend

\$2,000

in fuel costs over 5 years compared to the average new vehicle.

Fuel Economy & Greenhouse Gas Rating (multiple only)



This vehicle emits 413 grams CO2 per mile. The best emits 0 grams per mile (multiple only). Producing and distributing fuel also creates emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. Fuel economy estimates are based on 15,000 miles per year at 55 mph per gallon. MPGe is miles per gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Checkable personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Not Rated

Based on the combined ratings of frontal, side and rollover.

Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

★★★★★

Driver Passenger

★★★★★

Side Crash

Not Rated

Rear seat

Not Rated

Based on the risk of injury in a side impact.

Rollover

Not Rated

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA)

www.safercar.gov or 1-888-327-4266

The safety ratings shown are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
 U.S./CANADIAN PARTS CONTENT: 66%
 MAJOR SOURCES OF FOREIGN PARTS CONTENT:

MEXICO : 24%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
 FINAL ASSEMBLY POINT:
 DETROIT, MICHIGAN, U.S.A.
 COUNTRY OF ORIGIN:
 ENGINE: MEXICO
 TRANSMISSION: GERMANY

VEHICLE PROTECTION
 A PRODUCT OF FCA US LLC
 MOPAR: Ask for Mopar Vehicle Protection for your vehicle. We built it. We built it. We built it.

ATTACHMENT REVISED BY ADDENDUM 02

ATTACHMENT 5a.

State of Missouri

Motor Vehicle Price Quote Request Form (PQF)

The PQF may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

TO BE COMPLETED BY THE STATE AGENCY

State Agency Name: JACKSON COUNTY DRUG TASK FORCEState Agency's Address: P.O. BOX 392 BLUE SPRINGS, MO. 64015Point of Contact at State Agency: CAPTAIN DAN CUMMINGSState Agency Point of Contact's Phone Number: 816-935-4367State Agency Point of Contact's Email Address: DCUMMINGS@JCOTF.COMReturn PQF to the Following Email Address: DCUMMINGS@JCOTF.COMPQF Issue Date: 5/24/23PQF Return No Later Than Date: 6/2/23

STATE AGENCY'S VEHICLE REQUIREMENTS:

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

Fleet or Off the Lot: OFF THE LOTBrand: CHEVROLETModel: SILVERADOYear: 2023List of Requested Options/Features: SEE WINDOW STICKERList of Required Options/Features: SEE WINDOW STICKERQuantity: 1Delivery Location (if applicable): N/A

QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:

The QVL contractor must provide the following information regarding the vehicle proposed:

Fleet or Off the Lot: OFF THE LOTBrand: CHEVROLETModel: SILVERADOVehicle Identification Number (VIN): 3GCUDED7PGD59275Year: 2023List of Requested Options/Features Proposed: SEE WINDOW STICKER

List of Required Options/Features: See window sticker

Quantity Proposed: 1

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the PQF that identifies all of the standard specifications of the vehicle proposed along with any options included on the vehicle.

PRICING FOR VEHICLE:

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

Line Item	Firm, Fixed Price
Vehicle Price	\$ <u>51,244</u>
Price for Additional Options/Features in Addition to Vehicle Price	\$ <u>—</u>
Delivery Price to Location Identified Above	\$ <u>To Be pickup at Dealership</u>
Total Price	\$ <u>51,244</u>

NOTE: COST EVALUATION: Objective Evaluation of 200 points

DELIVERY:

If vendor should identify delivery in days after receipt of order: 15 calendar days ARO.

QVL CONTRACTOR'S INFORMATION

QVL Contractor's Name: Low Fusz Automotive Network

QVL Contractor's Address: 5120 N. Service Rd. St. Peters, Mo. 63376

QVL Contractor's Point of Contact: BRYAN FOX

QVL Contractor's Point of Contact's Phone Number: 314-565-9315

QVL Contractor's Point of Contact's Email Address: bryan.fox@fusz.com

Signature of QVL Contractor's Point of Contact: 



CHEVROLET

2023 SILVERADO 1500 CREW LT 4WD

EXTERIOR: STERLING GRAY-METALLIC ENGINE: 5.3L ECOTEC3 V8
INTERIOR: JET BLACK TRANSMISSION: 10-SPEED AUTO

093652
PULL THIS STRIP TO EXPOSE ADHESIVE

Visit us at www.chevy.com

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE \$53,700.00

TOTAL VEHICLE PRICE* \$57,140.00

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY VARY BY STANDARD EQUIPMENT SHOWN)

ENGINE: 5.3L ECOTEC3 V8	1,595.00
WITH DYNAMIC FUEL MANAGEMENT CREDIT - NOT EQUIPPED WITH STEERING COLUMN LOCK	-50.00
GWR: 7,100 LBS. (3,221 KG)	INC.
REAR AXLE: 3.23 RATIO	INC.
CONVENIENCE PACKAGE	INC.
ALL STAR EDITION	INC.
17" BRIGHT SILVER PAINTED ALUMINUM WHEELS	INC.
TOTAL OPTIONS	\$1,545.00
TOTAL VEHICLE & OPTIONS	\$55,245.00
DESTINATION CHARGE	1,895.00

\$57,144

STANDARD EQUIPMENT

ITEMS LISTED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

- OWNER BENEFITS
 - 3 YEAR / 36,000 MILE* BLUMPER-TO-BLUMPER LIMITED WARRANTY
 - 5 YEAR / 60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
 - FIRST MAINTENANCE VISIT
 - WHICHEVER COMES FIRST
 - SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS
- SAFETY & SECURITY
 - CHEVY SAFETY ASSIST
 - AUTOMATIC EMERGENCY BRAKING
 - FORWARD COLLISION ALERT
 - FRONT PEDESTRIAN BRAKING
 - *LANE KEEP ASSIST W/LANE

PERFORMANCE & MECHANICAL

- DEPARTURE WARNING
- FOLL OWING DISTANCE INDICATOR
- INTELLIBEAM-AUTO HIGH BEAM
- HD REAR VISION CAMERA
- TEEN DRIVER MODE
- TIRE PRESSURE MONITORING WITH TIRE FILL ALERT
- AUTO LOCKING REAR DIFF
- AUTOTRAC TRANSFER CASE
- 170 AMP ALTERNATOR
- STABILITRAK W/ TRAILER SWAY CONTROL & HILL START ASSIST
- ALL-SEASON TIRES
- TRAILERING PACKAGE WITH HITCH GUIDANCE
- BRAKE PAD WEAR INDICATOR

CONNECTIVITY & TECHNOLOGY

- CHEVROLET INFOTAINMENT 3
- PREMIUM WITH GOOGLE BUILT-IN
- 13.4" DIAG HD COLOR TOUCHSCREEN
- INCL AM/FM BLUETOOTH FOR MUSIC

EXTERIOR

- UNDERSEAT STORAGE
- 10-WAY POWER DRIVER SEAT
- REAR 60/40 FOLDING BENCH SEAT
- HEATED & WRAPPED STEERING WHEEL WITH AUDIO CONTROLS
- AUDIO CONTROLS
- CARPETED FLOOR
- RUBBERIZED VINYL FLOOR MATS

INTERIOR

- DUAL ZONE CLIMATE CONTROL
- POWER WINDOWS
- FRONT 40/20/40 HEATED BENCH SEATS W/ ARMREST
- LED REFLECTOR HEADLAMPS
- LED SIGNATURE DAYTIME RUNNING LAMPS
- REAR-WINDOW DEFOGGER
- FRONT RECOVERY HOOKS

EPA Fuel Economy and Environment DOT

Fuel Economy

17 MPG
combined city/hwy

16 city

20 highway

5.9 gallons per 100 miles

SILVERADO 4WD

Standard pickup trucks range from 12 to 23 MPG. The best vehicle rates 132 MPG.

Annual fuel cost

\$2,600

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

3

Smog Rating (tailpipe only)

6

This vehicle emits 523 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Production and distributing fuel also create emissions. Learn more at fuelconomy.gov

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The EPA estimate for this vehicle is 17 mpg city/20 mpg highway. EPA estimates are based on 15,000 miles per year, driving 12,000 miles in the city and 3,000 miles on the highway. Actual mileage and fuel economy will vary. Significant cause of emissions change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

Gasoline Vehicle

You spend \$5,000 more in fuel costs over 5 years

compared to the average new vehicle.

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	★★★★★
Driver Passenger	★★★★★
Side Crash	★★★★★
Rear seat	★★★★★
Front seat	★★★★★
Rollover	★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1-888-327-4236

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE: U.S./CANADIAN PARTS CONTENT: 33% MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 38%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT: SILAO, GJ MEXICO
COUNTRY OF ORIGIN: MEXICO
ENGINE: MEXICO
TRANSMISSION: UNITED STATES

Equipped with the safety and security of OnStar:

Visit onstar.com for details.

ORDER NO. ORP000 SALES CODE E
VIN 3GCUDDDD7PG259275 REISSUE
VIN 3GCUDDDD7PG259275 REISSUE
LOU RUSZ CHEVROLET
1720 N SERVICE RD
SKAITI FLEMING, MO 63376-3960

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GMIL1 PRD0 0423 07/22/2023

ATTACHMENT REVISED BY ADDENDUM 02

ATTACHMENT 5a.

State of Missouri

Motor Vehicle Price Quote Request Form (PQF)

The PQF may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

TO BE COMPLETED BY THE STATE AGENCY

State Agency Name: JACKSON COUNTY DRUG TASK FORCEState Agency's Address: P.O. BOX 392 BLUE SPRINGS, MO. 64015Point of Contact at State Agency: CAPTAIN DAN CUMMINGSState Agency Point of Contact's Phone Number: 816-935-4367State Agency Point of Contact's Email Address: DCUMMINGS@JCDTF.COMReturn PQF to the Following Email Address: DCUMMINGS@JCDTF.COMPQF Issue Date: 5/24/23PQF Return No Later Than Date: 4/2/23

STATE AGENCY'S VEHICLE REQUIREMENTS:

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

Fleet or Off the Lot: Off the LotBrand: CHEVROLETModel: TRaverseYear: 2023List of Requested Options/Features: see window stickerList of Required Options/Features: see window stickerQuantity: 1Delivery Location (if applicable): N/A

QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:

The QVL contractor must provide the following information regarding the vehicle proposed:

Fleet or Off the Lot: Off the LotBrand: CHEVROLETModel: TRaverseVehicle Identification Number (VIN): 1GNCRKKW1P5042669Year: 2023List of Requested Options/Features Proposed: see window sticker

List of Required Options/Features: See window sticker

Quantity Proposed: 1

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the PQF that identifies all of the standard specifications of the vehicle proposed along with any options included on the vehicle.

PRICING FOR VEHICLE:

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

Line Item	Firm, Fixed Price
Vehicle Price	\$ <u>48,224</u>
Price for Additional Options/Features in Addition to Vehicle Price	\$ <u>—</u>
Delivery Price to Location Identified Above	\$ <u>To be picked up at Dealership</u>
Total Price	\$ <u>48,224</u>

NOTE: COST EVALUATION: Objective Evaluation of 200 points

DELIVERY:

If vendor should identify delivery in days after receipt of order: TBD calendar days ARO.

QVL CONTRACTOR'S INFORMATION

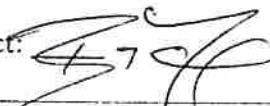
QVL Contractor's Name: Loe Fusz Automotive Network

QVL Contractor's Address: 5120 N Service Rd. St. Peters, Mo. 63376

QVL Contractor's Point of Contact: BRYAN FOX

QVL Contractor's Point of Contact's Phone Number: 314-565-9315

QVL Contractor's Point of Contact's Email Address: bryan.fox@fusz.com

Signature of QVL Contractor's Point of Contact: 



5120 North Service Road
St. Peters, Missouri 63376
(636) 397-2000

SALESPERSON BRYAN FOX
STOCK # 023647
DATE 05/25/23

PURCHASER'S NAME(S) JACKSON COUNTY DRUG TASK FORCE
AS APPEARS ON DRIVER'S LICENSE PRINT

NEW USED DEMO

MAKE CHEVROLET	MODEL TRAVERSE	BODY STYLE FWD 4DR PREMIUM	COLOR IRIDESCENT PEARL	MILES 6	MODEL YEAR 2023
VIN 1GNERK1W1P3242669			TO BE DELIVERED ON OR ABOUT 05/25/23	MO DAY YR	DAY OF WEEK TIME
<input checked="" type="checkbox"/> CASH <input type="checkbox"/> FINANCE	PRICE OF VEHICLE				\$ 47,720.00
LENDER:	N/A				
<input type="checkbox"/> OUTSIDE LIEN TO:	N/A				
	N/A				
	N/A				
	N/A				
	N/A				
	N/A				
<input type="checkbox"/> LEASE					
# MONTHS					N/A
MONTHLY PMT: \$					
SEC. DEP: \$					
1 st MO. PMT: \$	N/A				
MILES PER YEAR					
CONTRACTUAL DISCLOSURE FOR USED VEHICLES ONLY			*AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW.		
The Information You See On The (Federal Trade Commission) Window Form Is Part Of This Agreement. Information On The Window Form Overrides Any Contrary Provisions In The Contract Of Sale.					
TRADE-IN LIEN PAY-OFF \$	N/A	GOOD UNTIL:	N/A	CASH PRICE OR TRADE DIFFERENCE \$ 48,219.00	
OWED TO:	N/A		PLUS: PAYOFF ON TRADE VEHICLE \$ N/A		
ADDRESS:	N/A		LESS MFG REBATE \$		
			\$		
QUOTED BY:	HOLD TITLE? YES NO	TITLE # & STATE	MO TITLE APP. \$ N/A		
DESC. OF TRADE:	MODEL	BODY STYLE	MODEL YEAR	Temporary Tag \$ 5.00	
N/A	N/A	N/A	N/A		
VIN:	COLOR	MILES	DEPOSITS \$ N/A		
N/A	N/A	N/A	\$		
PAY-OFF ACCT. #	DELVD BY:	RECT #	BALANCE DUE ON DELIVERY \$ 48,224.00		
N/A					

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am 18 years of age, or older, and hereby acknowledge receipt of a copy of this order. I CERTIFY THAT BY SIGNING THIS VEHICLE BUYER'S ORDER, I GIVE LOU FUSZ AUTOMOTIVE NETWORK THE RIGHT TO OBTAIN MY CREDIT INFORMATION.

As part of our effort to provide the highest possible level of service to our customers, we would like your authorization for this Dealership to contact you in order to ensure you are happy with your purchase, keep you informed of new product offerings and promotions, remind you of necessary vehicle maintenance or service, and for any other reason we feel is necessary or appropriate. **UNLESS YOU CHECK THE BOX BELOW**, by signing this form, you give this Dealership PERMISSION to contact you (either personally, via text messages or with prerecorded telemarketing messages) at the telephone numbers (which may include wireless phone numbers), fax number and/or e-mail address listed. This AUTHORIZATION allows us to better serve you in compliance with federal and state regulations and in no way is a condition to receiving goods or services.

Please do not contact me as provided above.

SIGNED ADDRESS P.O. BOX 392
BLUE SPRINGS, MO 64015
(816) 935-4367 N/A
RES PHONE _____ BUS PHONE _____
EMAIL doumingu@jcdtf.com CELL PHONE _____
APPROVED [Signature]



CHEVROLET

2023 TRAVERSE PREMIER FWD

EXTERIOR: IRIDESCENT PEARL TRICOAT
INTERIOR: JET BLACK

ENGINE: 3.6L V6, SIDI, VVT
TRANSMISSION: 9-SPD AUTOMATIC

PULL THIS STRIP TO EXPOSE ADHESIVE

STANDARD EQUIPMENT

ITEMS EXCLUDED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

- OWNER BENEFITS**
 - 3 YEAR/36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
 - 5 YEAR/60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
 - FIRST MAINTENANCE VISIT
 - WHICH EVER COMES FIRST
 - SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS
- PERFORMANCE & MECHANICAL**
 - WHEELS, 20" METALLIC MACHINED-FACE ALUMINUM
 - WHEEL, SPARE, 18" STEEL
- CONNECTIVITY & TECHNOLOGY**
 - CHEVROLET INFOTAINMENT 3 PLUS WITH NAVIGATION

EXTERIOR

- 8" DIAG HD COL OR TOUCHSCREEN VOICE RECOGNITION
- BLUETOOTH AUDIO STREAMING
- WIRELESS APPLE CARPLAY AND WIRELESS ANDROID AUTO, IN-VEHICLE APPS AND PERSONALIZATION CAPABLE
- KEYLESS OPEN AND START
- REMOTE VEHICLE START
- ADAPTIVE CRUISE CONTROL
- BOSE PREMIUM 10 SPEAKER SOUND SYSTEM
- 3 YEARS REMOTE ACCESS PLAN* ONSTAR & WI-FI DATA CAPABLE
- SEE CHEVROLET.COM FOR TERMS
- SIRIUSXM RADIO CAPABLE, TRIAL INCLUDED WITH SUBSCRIPTION SOLD SEPARATELY

INTERIOR

- SEAT ADJUSTER, PWR DRIVER
- LUMBAR CONTROL
- SEAT, THIRD ROW, 60/40 BENCH, MANUAL FOLD
- SEATS, HEATED REAR OUTBOARD POSITIONS
- DRIVER & FRONT PASSENGER HEATED SEATS
- SEATS, VENTILATED DRIVER AND FRONT PASSENGER
- REAR CAMERA MIRROR
- POWER OUTLET, 120-VOLT
- STEERING WHEEL, HEATED, AUTOMATIC
- STEERING COLUMN, POWER TILT & TELESCOPIC
- WIRELESS PHONE CHARGING
- AIR CONDITIONING, TRI-ZONE AUTO CLIMATE CONTROL
- MEMORY PACKAGE
- UNIVERSAL, HOME REMOTE

EXTERIOR

- MIRRORS, OUTSIDE HEATED, POWER-ADJUSTABLE, POWER-FOLDING, BODY-COLOR
- DRIVER-SIDE AUTO-DIMMING WITH INTEGRATED TURN SIGNALS
- HEADLAMPS, LED
- DAYTIME RUNNING LAMPS, LED
- TAIL LAMP, LED
- LIFTGATE, REAR POWER, HANDS FREE
- ROOF RAILS, CHROME

SAFETY & SECURITY

- HD SURROUND VISION
- TEEN DRIVER
- REAR CROSS TRAFFIC ALERT
- LANE CHANGE ALERT WITH SIDE BLIND ZONE ALERT
- ENHANCED AUTOMATIC EMERGENCY BRAKING
- CHEV SAFETY ASSIST

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER MAY REDUCE STANDARD EQUIPMENT SHOWING

TOTAL OPTIONS	\$3,425.00
TOTAL VEHICLE & OPTIONS	\$50,625.00
DESTINATION CHARGE	1,395.00
TOTAL VEHICLE PRICE*	\$52,020.00

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE \$47,200.00

Handwritten: \$46,000

EPA Fuel Economy and Environment DOT

Fuel Economy

21 MPG
combined city/hwy

18 MPG
city

27 MPG
highway

4.8 gallons per 100 miles

TRANVERSE FWD
Standard SUVs range from 13 to 102 MPG. The best vehicle rates 132 MPG.

You spend \$2,500 more in fuel costs over 5 years compared to the average new vehicle.



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 24 MPG and costs \$40.00 to drive over 5 years. Cost estimates are based on 15,000 miles per year at \$2.55 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Smog Rating

Best 1 6 Worst

Smartphone QR Code

Equipped with the safety and security of OnStar.

Visit onstar.com for details.

GOVERNMENT 5-STAR SAFETY RATINGS

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Overall Vehicle Score	★★★★★
Frontal Crash	★★★★★
Side Crash	★★★★★
Rollover	★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Driver Passenger	★★★★★
Front seat Rear seat	★★★★★

Based on the risk of injury in a side impact.

Front seat Rear seat	★★★★★
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PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE: U.S./CANADIAN PARTS CONTENT: 39% MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 24%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE: FINAL ASSEMBLY POINT: LANSING, MI U.S.A. COUNTRY OF ORIGIN: ENGINE: MEXICO TRANSMISSION: UNITED STATES

ORDER NO. ONSTAR SALES CODE E
GENERAL NO. ONSTAR HEAD
FRNL ASSEMBLY LANSING, MI U.S.A.
VIN 1GNERKKW1P2J242689 REISSUE
DEALER TO WHOM DELIVERED
LOU RUSZ CHEVROLET
5120 N SERVICE RD
SAINT PETERS, MO 65376-5980

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