

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$129,040.00 from the undesignated fund balance of the 2019 Grant Fund, in acceptance of the State of Missouri Drug Courts Coordinating Commission Family Drug Court Program Grant for use by the Family Court Division.

ORDINANCE NO. 5254, August 19, 2019

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Family Court Division has been awarded the Family Drug Court Program Grant from the State of Missouri Drug Courts Coordinating Commission, for the period July 1, 2019, to June 30, 2020; and,

WHEREAS, the purpose of the Family Drug Court Program is to help substance-abusing offenders break the cycle of addiction and avoid the crimes that often accompany addiction; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made from the undesignated fund balance of the 2019 Grant Fund:

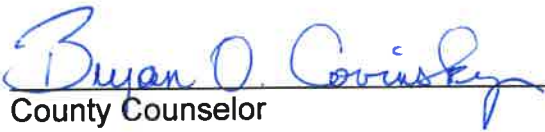
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Family Drug Court 010-2147	45932- Increase Revenues	\$129,040	
010-2810	Undesignated Fund Balance		\$129,040
010-2810	Undesignated Fund Balance	\$129,040	
010-2147	56790 - Other Contractual Services		\$129,040

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. 5254 introduced on August 19, 2019, was duly passed on _____, 2019 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.5254.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$129,040.00

8/15/19

Date



Chief Administrative Officer

**REQUEST FOR LEGISLATIVE ACTION
EXECUTIVE OFFICE**

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 5254

Sponsor(s): Dan Tarwater III

Date: August 19, 2019

AUG 09 2019

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: <u>Family Drug Court Program</u>											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="315 487 1451 709"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$129,040</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$129,040</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td>FROM ACCT 010-2810 129,040 TO ACCT 010-2147-56790 129,040</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: Prior Year Budget (if applicable): 94,500 Prior Year Actual Amount Spent (if applicable): 91,325		Amount authorized by this legislation this fiscal year:	\$129,040	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$129,040	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	FROM ACCT 010-2810 129,040 TO ACCT 010-2147-56790 129,040
Amount authorized by this legislation this fiscal year:	\$129,040											
Amount previously authorized this fiscal year:												
Total amount authorized after this legislative action:	\$129,040											
Amount budgeted for this item * (including transfers):	\$											
Source of funding (name of fund) and account code number:	FROM ACCT 010-2810 129,040 TO ACCT 010-2147-56790 129,040											
PRIOR LEGISLATION	Prior ordinances and (date): 5124 08/14/18 Prior resolutions and (date):											
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Carl Bayless, Grant Accountant, 816-435-4775											
REQUEST SUMMARY	This is a request to appropriate \$129,040 from the 2019 undesignated fund balance in acceptance of a contract awarded to the Family Court Division by the Drug Courts Coordinating Commission. The project is named "Family Drug Court Program" and its purpose is to help substance-abusing offenders break the cycle of addiction and the crime that often accompanies it. The project began July 1, 2019 and will continue through June 30, 2020. Please appropriate the \$129,040 into the accounts listed below: 010-2147-56790 Other Contractual Services \$ 129,040											
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)											
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals											
ATTACHMENTS	Award documents											
REVIEW	<table border="1" data-bbox="298 1696 1533 1944"> <tr> <td>Department Director: <i>Theresa Byrd, Deputy Court Administrator</i></td> <td>Date: 08/06/19</td> </tr> <tr> <td>Finance (Budget Approval): <i>Carl Bayless, Grant, Contract, Revenue Accountant</i></td> <td>Date: 08/06/19</td> </tr> <tr> <td>Division Manager: <i>Theresa Byrd, Deputy Court Administrator</i></td> <td>Date: 08/06/19</td> </tr> <tr> <td>County Counselor's Office: <i>Bryan Conroy</i></td> <td>Date: 8/19/19</td> </tr> </table>		Department Director: <i>Theresa Byrd, Deputy Court Administrator</i>	Date: 08/06/19	Finance (Budget Approval): <i>Carl Bayless, Grant, Contract, Revenue Accountant</i>	Date: 08/06/19	Division Manager: <i>Theresa Byrd, Deputy Court Administrator</i>	Date: 08/06/19	County Counselor's Office: <i>Bryan Conroy</i>	Date: 8/19/19		
Department Director: <i>Theresa Byrd, Deputy Court Administrator</i>	Date: 08/06/19											
Finance (Budget Approval): <i>Carl Bayless, Grant, Contract, Revenue Accountant</i>	Date: 08/06/19											
Division Manager: <i>Theresa Byrd, Deputy Court Administrator</i>	Date: 08/06/19											
County Counselor's Office: <i>Bryan Conroy</i>	Date: 8/19/19											

*Sarah M...
8/19/19*

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

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

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Undesignated fund balance	\$129,040

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

Supplemental Appropriation Request Jackson County, Missouri

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

Date: August 9, 2019

ORD # 5254

Department / Division	Character/Description	From	To
Grant Fund - 010			
2147 - Family Drug Court	45932 - Increase Revenues	129,040	
2810	Undesignated Fund Balance		129,040
2810	Undesignated Fund Balance	129,040	
2147 - Family Drug Court	56790 - Other Contractual Services		129,040

Saul M. S. 8/9/19
Budgeting



State of Missouri
Office of State Courts Administrator
Administrative Services Division

Issue Date	June 21, 2019	Award Amount
Contract Period		
July 1, 2019 to June 30, 2020		\$ 129,040.00

Treatment Court Funding FY 2020

In 2001, the Missouri General Assembly passed House Bill 471 creating this program. In accordance with state statute 478.009, the Drug Courts Coordinating Commission (DCCC) allocates funding from the Missouri Drug Court Resources Fund. These funds are to be used to support treatment, testing and case management activities as approved by the commission in your approved proposal. Courts are encouraged to utilize these funds in conjunction with other federal, state and local resources to support the drug court efforts in your jurisdiction.

Contract Number	<input checked="" type="checkbox"/> Original Contract
OSCA 19-00164-18	<input type="checkbox"/> Contract Amendment

Court/Recipient Information:	Project Director:	OSCA Program Contact
The Honorable David M. Bryn Presiding Judge Sixteenth Judicial Circuit 415 East 12th Street Kansas City, Missouri 64106	Brittani Williams Sixteenth Judicial Circuit 415 East 12th Street Kansas City, Missouri 64106	Bob Bruchsaler 573-522-6839
		OSCA Fiscal Contact
		Tara Smith 573-522-2616

<input type="checkbox"/> Special Conditions of this award are attached.	<input checked="" type="checkbox"/> There are no special conditions of this award. Original RFP requirements only.
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Treatment Court Coordinating Commission has approved the following award for FY 20 to begin July 1, 2019

Approved funding for Family Treatment Court: \$128,040.00
Approved funding for Medicated Assisted Treatment: \$1,000.00

Jackson County of the Sixteenth Judicial Circuit

Please Sign, Date and Return to:

Office of State Courts Administrator
osca.contracts@courts.mo.gov
Attn: Contracts Unit
P.O. Box 104480
Jefferson City, MO 65110 - 4480

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

Appointing Authority Signature <i>Mary A. Marquez</i>	OSCA Signature <i>Earl Kraus</i>
Printed Name Mary A. Marquez	Date July 8, 2019
Printed Name Earl Kraus	Title Deputy State Courts Administrator
Presiding Judge Signature <i>Jalilah Otto</i>	Date July 8, 2019
Printed Name Jalilah Otto	Date 7/21/19

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE transferring \$60,000.00 within and appropriating \$378,129.00 from the undesignated fund balance of the 2019 Anti-Crime Sales Tax Fund, in acceptance of the 2019 Edward Byrne Memorial Justice Assistance Grant awarded to the Multi-Jurisdictional Drug Task Force.

ORDINANCE NO. 5255, August 19, 2019

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, has awarded the Multi-Jurisdictional Drug Task Force an Edward Byrne Memorial Justice Assistant Grant (JAG) in the amount of \$318,128.74, for the period July 1, 2019, through June 30, 2020; and,

WHEREAS, the JAG program is administered by the Missouri Department of Public Safety; and,

WHEREAS, the grant proceeds will provide partial funding for the salary of five detectives and partial funding of two vehicles; and,

WHEREAS, the JAG grant is subject to a local match in the amount of \$60,000.00; and,

WHEREAS, an appropriation and transfer are necessary in order to place the grant and matching funds in the proper spending accounts; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer within and appropriation from the undesignated fund balance of the 2019 Anti-Crime Sales Tax Fund be and hereby are made:

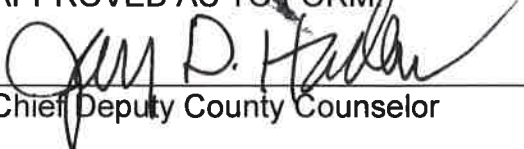
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Crime Sales Tax Fund Multi-Jurisdictional DTF 008-4151	56798 – Grant Match	\$ 60,000	
Multi-Jurisdictional JAG 008-4190	45931 - Increase Revenues	\$318,129	
008-2810	Undesignated Fund Balance		\$378,129
008-2810	Undesignated Fund Balance	\$378,129	
Multi-Jurisdictional JAG 008-4190	56630 – Vehicle Lease		\$ 19,545
008-4190	56790 – Other Contractual Svc.		\$358,584

and,

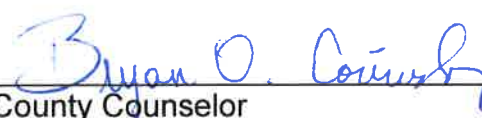
BE IT FURTHER ORDAINED that the County Executive and any and all other County officials be and hereby are authorized to execute any and all documents necessary to the acceptance of the 2019 JAG grant.

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. 5255 introduced on August 19, 2019, was duly passed on _____, 2019 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. 5255.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 008 4151 56798
ACCOUNT TITLE: Anti-Crime Sales Tax Fund
Multi-Jurisdictional DTF
Grant Match
NOT TO EXCEED: \$60,000.00

ACCOUNT NUMBER: 008 2810
ACCOUNT TITLE: Anti-Crime Sales Tax Fund
Undesignated Fund Balance
NOT TO EXCEED: \$378,129.00

8/15/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

AUG 7 '19 AM 9:01

Completed by County Counselor's Office:

~~Res~~/Ord No.: 5255

Sponsor(s): Dan Tarwater III

Date: August 19, 2019

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Requesting a transfer and appropriation for the Multi-Jurisdictional Drug Task Force 19-20 grant</p>																		
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$378,128.74</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$378,128.74</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$60,000.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>FROM 008-2810 – Anti-Crime Sales Tax Fund - Undesignated Fund Balance</td> <td>FROM ACCT \$318,128.74</td> </tr> <tr> <td>FROM 008-4151-56798 – Anti- Crime Sales Tax Fund – Drug Task Force – Grant Match</td> <td>FROM ACCT \$60,000.00</td> </tr> <tr> <td>TO 008-4190-56790 – Anti-Crime Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Other Contractual</td> <td>TO ACCT \$358,584.00</td> </tr> <tr> <td>008-4190-56630 - Anti-Crime Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Auto Rent</td> <td>TO ACCT \$19,544.74</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$378,128.74	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$378,128.74	Amount budgeted for this item * (including transfers):	\$60,000.00	Source of funding (name of fund) and account code number:		FROM 008-2810 – Anti-Crime Sales Tax Fund - Undesignated Fund Balance	FROM ACCT \$318,128.74	FROM 008-4151-56798 – Anti- Crime Sales Tax Fund – Drug Task Force – Grant Match	FROM ACCT \$60,000.00	TO 008-4190-56790 – Anti-Crime Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Other Contractual	TO ACCT \$358,584.00	008-4190-56630 - Anti-Crime Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Auto Rent	TO ACCT \$19,544.74
Amount authorized by this legislation this fiscal year:	\$378,128.74																		
Amount previously authorized this fiscal year:	\$0.00																		
Total amount authorized after this legislative action:	\$378,128.74																		
Amount budgeted for this item * (including transfers):	\$60,000.00																		
Source of funding (name of fund) and account code number:																			
FROM 008-2810 – Anti-Crime Sales Tax Fund - Undesignated Fund Balance	FROM ACCT \$318,128.74																		
FROM 008-4151-56798 – Anti- Crime Sales Tax Fund – Drug Task Force – Grant Match	FROM ACCT \$60,000.00																		
TO 008-4190-56790 – Anti-Crime Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Other Contractual	TO ACCT \$358,584.00																		
008-4190-56630 - Anti-Crime Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Auto Rent	TO ACCT \$19,544.74																		
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):): 5140 (9/5/18); 4997 (7/24/17);4882 (8/29/16); 4786 (10/19/15); 4147 (10/13/14); 4545 (7/15/13); 4589 (11/18/13); 4431 (7/23/12)</p> <p>Prior resolutions and (date):</p>																		
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Danny Cummings, O.I.C. 816.503.4725</p>																		
<p>REQUEST SUMMARY</p>	<p>The Jackson County Drug Task Force requested from the US Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program \$318,128.74 for the period of July 1, 2019 through June 30, 2020. The request included a match from Jackson County in the amount of \$60,000 for a total project cost of \$378,128.74.</p> <p>This funding will provide partial funding of salary for five (5) detectives and partial funding for (2) vehicles.</p> <p>Please appropriate \$378,128.74 into the following accounts: 008-4190-56630 \$ 19,544.74 008-4190-56790 \$358,584.00</p>																		

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Grant Award Documents	
REVIEW	Department Director: <i>[Signature]</i>	Date: 7/26/19
	Finance (Budget Approval): <i>[Signature]</i> If applicable	Date: 8/7/19
	Division Manager: <i>Jean Peters Baker</i>	Date: 8/6/19
	County Counselor's Office: <i>[Signature]</i>	Date: 8/9/19

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

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

Account Number:	Account Title:	Amount Not to Exceed:
008-4151-56798	Anti-Crime Sales Tax Fund – Drug Task Force – Grant Match	\$60,000.00
008-2810	Anti-Crime Sales Tax Fund – Undesignated Fund Balance	\$318,128.74

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

Supplemental Appropriation Request Jackson County, Missouri

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

Date: August 7, 2019

ORD # 5255

Department / Division	Character/Description	From	To
Anti-Crime Sales Tax Fund - 008			
4151 - Multi-Jurisdictional DTF	56798 - Grant Match	60,000	
4190 - Multi-Jurisdictional JAG	45931 - Increase Revenues	318,129	
2810	Undesignated Fund Balance		378,129
2810	Undesignated Fund Balance	378,129	
4190 - Multi-Jurisdictional JAG	56630 - Vehicle Lease		19,545
4190 - Multi-Jurisdictional JAG	56790 - Other Contractual Services		358,584

Saul M. G. 8/7/19
Budgeting

MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: 573-751-4905
Fax: 573-751-5399

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

July 25, 2019

Ms. Cari Beeman
PO Box 392
Blue Springs, MO 64055

Re: **Subrecipient Name: Jackson County, Drug Task Force**
Subaward Number: 2018-JAG-007
Project Title: Jackson County Multi-Jurisdictional Drug Task Force (JCETF)

Dear Ms. Beeman:

Congratulations, the status of the above referenced application under the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) DTF funding opportunity has changed from "Approved" to "Awarded".

Enclosed are the *Subaward* and *Certified Assurances* documents. The proper Authorized Official and Project Director, as identified on each of the forms, must sign in the applicable sections of each document. **The signatures must be original; stamped signatures will not be accepted!** Signatures different than the names printed will not be accepted either!

Also enclosed is the *Certification of Compliance with 8 U.S.C. 1373 & 1644* form required by the federal granting agency of subrecipients receiving such federal monies. The proper Chief Legal Officer must complete and sign this document. **The signature must be original; a stamped or photocopied signature will not be accepted!**

The following documents must be received by our office as soon as possible:

- Subaward* for federal share of the award, signed by both the Authorized Official and the Project Director
- Subaward* for state share of the award, signed by both the Authorized Official and the Project Director
- Certified Assurances*, initialed in the lower right-hand corner of each page by the Authorized Official and signed on the final page by both the Authorized Official and the Project Director
- Certification of Compliance with 8 U.S.C. § 1373 & 1644 by Prospective Subrecipient, signed by the Chief Legal Officer (e.g. County Prosecutor, City Attorney, Unit of Government Legal Counsel)
- Printed copy of your 2019 JAG Application, printed from WebGrants via the My Grants module

Please print all documents single-sided. **Do not duplex or print on both sides of the paper!** Also, please do not staple your documents – use a paper clip or binder clip instead, where desired.

The above referenced original documents should be mailed or hand-delivered to:

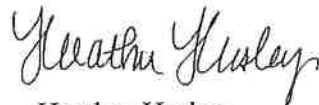
Missouri Department of Public Safety
Attn: CJ/LE Unit
PO Box 749
1101 Riverside Drive
Jefferson City, MO 65102

The Missouri Department of Public Safety retains the original, signed copy of the subaward documents for its files. A scanned copy of the signed subaward documents will be provided for your records via the “Subaward Documents – Final” component of the grant within WebGrants. If your agency requires an original set, please return an extra original set of the signed documents, and they will be forwarded back to your agency via mail.

If you have experienced a change in personnel affecting the names listed on the *Subaward* and/or *Certified Assurances* document, please notify me by email at heather.haslag@dps.mo.gov or by telephone at (573) 751-1318 so that replacement documents can be generated and forwarded for signature. Do not cross out the names printed or have alternative individuals sign in place of the identified person(s).

If you have questions pertaining to the 2019 JAG program, please contact either of the JAG staff: Amelia Hentges at (573) 522-4094 or Alecia Cameron at (573) 751-5997.

Sincerely,



Heather Haslag
CJ/LE Program Manager

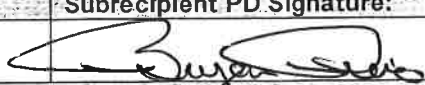
cc: File

Enclosures



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
SUBAWARD


P.O. Box 749
Jefferson City, MO 65102
Phone: (573) 751-4905

Subrecipient Name:		Subrecipient DUNS Number:	
Jackson County, Drug Task Force		026546940	
DPS Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2019 JAG - DTFs	07/01/2019	06/30/2020	
Project Title:		Subaward Number:	
Jackson County Multi-Jurisdictional Drug Task Force (JCDF)		2018-JAG-007	
Project Description:			
<p>The Jackson County Multi-Jurisdictional Drug Task Force (JCDF) was formed to provide a combined and unified response to counter the growing illegal drug problem and drug related violent crime in Jackson County, Missouri. The focus of the JCDF is covert drug investigations. These investigations are conducted in a number of ways, undercover drug purchases, surveillance of suspects, execution of search warrants, and the use of confidential informants. The primary focus is the purchase of narcotics utilizing a JCDF undercover detective. The JCDF provides an immediate response to those drug problems which pose imminent threat to the security and well-being of the communities it serves in Jackson County. Additionally, the JCDF provides a long-range identification and analysis of emerging or anticipated drug problems so as to develop an efficient and effective law enforcement response.</p>			
Federal Subaward Total:	CFDA Number and Name:		
\$197,099.84	16.738 – Edward Byrne Memorial Justice Assistance Grant Program		
Research and Development Project:		Indirect Cost Rate for Federal Award:	
No		N/A	
Name of Federal Awarding Agency:			Federal Award Date:
Department of Justice, Office of Justice Programs, Bureau of Justice Assistance			10/01/2018
Name of State Administering Agency (SAA):			SAA Federal Award Number:
Missouri Department of Public Safety, Office of the Director P.O. Box 749 Jefferson City, MO 65102			2018-MU-BX-0184
<p>This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.</p> <p>The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.</p>			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Frank White Jr.		Bryon Price	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
			08-01-19
<p>This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.</p>			
Authorized Official, Missouri Department of Public Safety			Subaward Date



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
SUBAWARD

P.O. Box 749
Jefferson City, MO 65102
Phone: (573) 751-4905

Subrecipient Name:		Subrecipient DUNS Number:	
Jackson County, Drug Task Force		026546940	
DPS Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2019 JAG - DTFs	07/01/2019	06/30/2020	
Project Title:		Subaward Number:	
Jackson County Multi-Jurisdictional Drug Task Force (JCDF)		2018-JAG-007	
Project Description:			
<p>The Jackson County Multi-Jurisdictional Drug Task Force (JCDF) was formed to provide a combined and unified response to counter the growing illegal drug problem and drug related violent crime in Jackson County, Missouri. The focus of the JCDF is covert drug investigations. These investigations are conducted in a number of ways, undercover drug purchases, surveillance of suspects, execution of search warrants, and the use of confidential informants. The primary focus is the purchase of narcotics utilizing a JCDF undercover detective. The JCDF provides an immediate response to those drug problems which pose imminent threat to the security and well-being of the communities it serves in Jackson County. Additionally, the JCDF provides a long-range identification and analysis of emerging or anticipated drug problems so as to develop an efficient and effective law enforcement response.</p>			
State Subaward Total:		CFDA Number and Name:	
\$121,028.90		N/A	
<p>This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.</p> <p>The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.</p>			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Frank White Jr.		Bryon Price	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
			08-01-19
<p>This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.</p>			
Authorized Official, Missouri Department of Public Safety			Subaward Date



**MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**



2019 CERTIFIED ASSURANCES

Subrecipient:	Jackson County, Drug Task Force	Subaward Number:	2018-JAG-007
Project Title:	Jackson County Multi-Jurisdictional Drug Task Force (JCDF)		

The Subrecipient hereby assures and certifies compliance with all the following certified assurances:

General:

- Governing Directives:** The Subrecipient assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the "JAG Solicitation", the "DPS Financial and Administrative Guide", the "DPS Subrecipient Travel Guidelines", any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJJPA) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.
- Compliance Training:** As a recipient of federal and/or state funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
- Non-Supplanting:** The Subrecipient assures that federal and/or state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
- Change in Personnel:** The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information Form* attached.
- Subaward Adjustments:** The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.

Subrecipient Authorized Officials Initials: _____

6. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.
7. **Criminal Activity:** The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
8. **Reporting Potential Fraud, Waste, and Abuse:** The Subrecipient shall not make false statements or claims in connection with any funds subawarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the U.S. Department of Justice, Office of Inspector General (OIG) and the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:
- (a) Submitted a claim that violates the False Claims Act; or
 - (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward must be reported to the OIG by one of the following methods:

Mail: Office of Inspector General
U.S. Department of Justice, Investigations Division
950 Pennsylvania Avenue, N.W., Room 4706
Washington, D.C. 20530

Email: oig.hotline@usdoj.gov

DOJ OIG Hotline: Phone - (800) 869-4499 or Fax - (202) 616-9881

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must also be reported to the DPS by one of the following methods:

Mail: Missouri Department of Public Safety
Office of the Director
Attn: CJ/LE Unit
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

DPS Office: Phone – (573) 751-4905 or Fax – (573) 751-5399

The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

Subrecipient Authorized Officials Initials: _____

9. **Non-Disclosure Agreements:** The Subrecipient understands it cannot require any employee or subcontractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department, the Missouri Department of Public Safety, or other agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the Subrecipient, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

In accepting this subaward, the Subrecipient:

- (a) Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and
 - (b) Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.
10. **Protection from Reprisal for Disclosures:** The Subrecipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this subaward, a gross waste of the funds under this subaward, an abuse of authority relating to the funds under this subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this subaward.
11. **Lobbying:** The Subrecipient understands and agrees that, in general, it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. Furthermore, the Subrecipient understands and agrees that, in general, federal law prohibits federal funds from being used to pay any person to influence (or attempt to influence) with respect to the awarding of a federal grant or cooperative agreement.

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures the following:

- (a) No federal appropriated funds may be paid, by or on behalf of the Subrecipient, 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 making of any federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - (b) If the Subrecipient's request for federal funds is in excess of \$100,000, and any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
12. **Fair Labor Standards Act:** All Subrecipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

Subrecipient Authorized Officials Initials: _____

13. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

14. **Relationship:** The Subrecipient agrees that it will represent itself to be an independent Subrecipient offering such services to the general public and shall not represent themselves or their employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
15. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
16. **Drug-Free Workplace:** As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:

- i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- ii. Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- iii. Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);
- iv. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- v. Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

Subrecipient Authorized Officials Initials: _____

Mail: Missouri Department of Public Safety
Office of the Director
Attn: CJ/LE Unit
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

- vi. ~~Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph~~
(d)(2), with respect to any employee who is convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Civil Rights:

1. **Ensuring Access to Federally Assisted Programs:** The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.
2. **Enforcing Civil Rights Laws:** The Subrecipient acknowledges that all recipients of federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, DOJ's Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.
3. **Limited English Proficiency (LEP):** The Subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <https://www.lep.gov>.
4. **Equal Employment Opportunity Plan (EEO):** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEO) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

If the Subrecipient does not meet all the aforementioned criteria, the Subrecipient is exempt from preparing the *EEO Utilization Report*; however, all Subrecipients, regardless of their EEO obligations, must complete the *Certification Form*, in which the Subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

Subrecipient Authorized Officials Initials: _____

To prepare the applicable *EEO Utilization Report and/or Certification Form* or for more information, visit <https://ojp.gov/about/ocr/eeop.htm>.

5. **Using Arrest and Conviction Records for Employment Decisions:** The Subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the *Advisory*, Subrecipients should consult local counsel in reviewing their employment practices. If warranted, Subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

6. **Finding of Discrimination:** The Subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a Subrecipient of federal funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).
7. **Unlawful Employment Practices:** The Subrecipient assures compliance with [Section 213.055 RSMo](#) in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
8. **Discrimination in Public Accommodations:** The Subrecipient assures compliance with [Section 213.065 RSMo](#) in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

Financial:

1. **Fund Availability:** The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
2. **Release of Funds:** The Subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.
3. **Duplicative Funding:** The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.
4. **Financial Guide:** The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

Subrecipient Authorized Officials Initials: _____

5. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the "JAG Solicitation". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used ~~for approved project purposes only.~~
6. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the "JAG Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
7. **Project Income:** The Subrecipient agrees to account for project income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all project income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.
8. **Procurement:** The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:
- (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - (b) Purchases to a single vendor totaling less than \$3,000 may be purchased with prudence on the open market.
 - (c) Purchases estimated to total between \$3,000 but less than \$25,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - (d) Purchases with an estimated total of \$25,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - (f) Sole source procurement on purchases to a single vendor of \$3,000 and over requires prior approval from the Missouri Department of Public Safety.
9. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.
10. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

Subrecipient Authorized Officials Initials: _____

11. **Debarment/Suspension:** The Subrecipient certifies, pursuant to nonprocurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
 - (c) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at ojpcompliance@usdoj.gov, and, after such disclosure, the Subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the Subrecipient is necessary to protect the interests of the Government in this case;
 - (d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
 - (e) Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.
12. **Audit:** The Subrecipient agrees to comply with the organizational audit requirements of OJP Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety if they have met or exceeded this federal threshold within 60 days of the project period start date.
13. **Compensation:** The Subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)
14. **Suspension/Termination of Subaward:** The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.

Subrecipient Authorized Officials Initials: _____

15. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Programmatic:

1. **Uniform Crime Reporting (UCR):** The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.
2. **Racial Profiling:** The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the project period.
3. **Federal Equitable Sharing Funds:** The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri State Auditor.
4. **Custodial Interrogations:** The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
5. **DWI Law – Law Enforcement:** The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
6. **DWI Law – Prosecutors:** The Subrecipient assures, where the project agency is a county prosecutor's office or municipal prosecutor's office, that the county prosecutor's office or municipal prosecutor's office is in compliance with Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
7. **Data Reporting Requirements:** The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "JAG Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
8. **Time Records Requirement:** The Subrecipient assures that, all project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets should be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety personnel upon request.
9. **Body Armor:** The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that JAG funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA's Bulletproof Vest Partnership (BVP) Program. Further, the Subrecipient understands that body armor purchased with JAG funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with JAG funds must be made in the United States.

Subrecipient Authorized Officials Initials: _____

10. **Body Armor Policy:** The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. **The Subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the subaward.**
11. **Body-Worn Cameras:** The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that JAG funds may be used to purchase body-worn cameras but may not be used as the 50% match for purposes of BJA's Body-Worn Camera Policy and Implementation Program (BWC Program).
12. **Body-Worn Camera Policy:** The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. [The Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at <https://www.bja.gov/bwc/>, provides model BWC policies and best practices to assist departments in implementing BWC programs.] **The Subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the subaward.**
13. **Criminal Intelligence Systems:** The Subrecipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.
14. **Computer Networks:** The Subrecipient understands and agrees that - (a) No subaward funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. **Duplication of Networks:** The Subrecipient assures that all equipment/software requested and purchased under this application must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.
16. **Mitigation Plan:** The Subrecipient agrees to fully comply with the Missouri Department of Public Safety's *Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations*, where such grant-funded project is for a drug task force. No monies from this subaward may be obligated to support methamphetamine lab operations unless the Subrecipient agrees to this special condition and fully participates in implementation of the *Mitigation Plan*.
17. **NEPA:** The Subrecipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly or indirectly. Accordingly, the Subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Subrecipient agrees to contact the Missouri Department of Public Safety.

The Subrecipient understands this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity being conducted by the Subrecipient or any third party, and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- A. New construction;
- B. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

Subrecipient Authorized Officials Initials: _____

- C. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
- D. Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.
- E. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

18. **Drug Task Force Eligibility for Grants:** The Subrecipient assures, where such grant-funded project is for a drug task force, that the grant-funded project is in full compliance with the state provisions of Section 650.150 RSMo relating to eligibility for state grants to help defray the costs of operation and will remain in full compliance for the duration of the project period.

19. **Drug Task Force Training:** The Subrecipients agrees to complete, where such grant-funded project is for a drug task force, the online task force training provided free of charge through BJA's Center for Task Force Integrity and Leadership and submit a copy of each curriculum certificate upon completion and within the stated timeframe as outlined in the "JAG Solicitation". The training is intended for the task force commander, agency executive, task force officers, and other task force members of equivalent rank.

The Subrecipient Authorized Official and Sub recipient Project Director hereby certifies to, by signature, the terms and conditions specified or incorporated by reference herein, including those stated in the funding opportunity solicitation.

Frank White Jr.

Subrecipient Authorized Official Name

Subrecipient Authorized Official Signature

Date

Bryon Price

Subrecipient Project Director Name



Subrecipient Project Director Signature

08-01-19
Date

Subrecipient Authorized Officials Initials: _____

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

FY 2018 Edward Byrne Memorial Justice Assistance Grant Program

**Certification of Compliance with 8 U.S.C. §§ 1373 & 1644 by Prospective Subrecipient:
Recipient State subaward to a Local Government**

On behalf of the local government named below as the "prospective subrecipient," and in support of its request to the "Recipient State" identified below for a subaward from the grant awarded by the U.S. Department of Justice ("USDOJ") under the FY 2018 Edward Byrne Memorial Justice Assistance Grant Program ("the FY 2018 JAG Program"), I certify to the Recipient State, and also certify to USDOJ, that all of the following are true and correct:

- (1) I am the chief legal officer of the local government named below as the prospective subrecipient, and I have the authority to make this certification on its behalf. I understand that this certification will be relied upon as a material representation in any decision to make a subaward to the prospective subrecipient under the FY 2018 JAG Program.
- (2) I have carefully reviewed 8 U.S.C. §§ 1373(a) and (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the prospective subrecipient) understand that if the prospective subrecipient receives a subaward under the FY 2018 JAG Program—
 - (a) the subrecipient (and agencies or other entities thereof) must comply with 8 U.S.C. §§ 1373 & 1644, throughout the period of performance for the subaward, with respect to any "program or activity" funded in whole or in part with the subaward; and
 - (b) the subrecipient may not make a lower-tier subaward to a State or local government, or to a "public" institution of higher education, unless the subrecipient first obtains a certification of compliance with 8 U.S.C. §§ 1373 & 1644 (on a form provided by USDOJ), properly executed by the chief legal officer of the jurisdiction or educational institution that would receive it.
- (4) I (and also the prospective subrecipient) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a "local government" (or an agency or other entity thereof) for purposes of this certification.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which shall not be understood to include any "program or activity" of any planned subrecipient of a lower-tier subaward):
 - (a) the "program or activity" to be funded (in whole or in part) with the requested subaward; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" to be funded with that subaward (if received) that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) or (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the prospective subrecipient nor any entity, agency, or official of the prospective subrecipient has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part with the requested subaward (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any planned subrecipient of a lower-tier subaward), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

Jackson County, Drug Task Force

Local government that is the "prospective subrecipient" of a subaward of funds from the FY 2018 JAG Program

Signature of chief legal officer of the prospective subrecipient

Title of chief legal officer of the prospective subrecipient

State of Missouri

Recipient State from which the prospective subrecipient seeks a subaward under the FY 2018 JAG Program

Printed name of chief legal officer of the prospective subrecipient

Date of certification



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Kansas City Field Division

8/8
email to
S. Goodman

www.atf.gov

INTER-GOVERNMENTAL AGREEMENT NUMBER #
BETWEEN
THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
AND
THE JACKSON COUNTY (MO) SHERIFF'S DEPARTMENT

1. PURPOSE:

This Inter-Governmental Agreement (IGA) sets forth the terms and conditions for the annual use of the firearms range located in Jackson County, MO between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Jackson County Sheriff's Department, in the amount not to exceed \$5,000.

2. AUTHORITY:

- a. ATF is responsible for investigating criminal and regulatory violations of the Federal firearms, explosives, arson, alcohol, and tobacco smuggling laws. *See* 28 U.S.C. § 599A(b).
- b. The activities of ATF may be carried out through any means including through contracts, grants, or cooperative agreements with non-Federal parties. *See* 28 U.S.C. § 530C(a).

3. DESCRIPTION OF SERVICES:

The Jackson County Sheriff's Office firearms range allows the ATF Kansas City Field Division to conduct mandatory quarterly firearms qualifications for approximately 100 personnel in a safe, efficient, and cost conscious manner. The range is available on a scheduling basis for the following:

- Ensure that each Special Agent, Explosive Enforcement Officer, and Task Force Officer qualify with all bureau issued firearms.
- Use of the range classroom to conduct range briefings and firearms PowerPoint presentations.
- Use of the range for remedial training with Agents who are having trouble qualifying.
- Use of the range during tactical training, including vehicle based training not available at many ranges.
- Use of the range for firearms demonstrations for local law enforcement agencies, congressional representatives and attorneys.

ATF employees will act within in the scope of employment while at the shooting range.

4. PERIOD OF PERFORMANCE:

This Agreement shall become effective August 1, 2019 and remain in effect until July 31, 2020, in the amount not to exceed \$5,000

5. PAYMENT:

Under the terms and conditions of this agreement, ATF shall make payment to the Jackson County Sheriff's Department, in the amount not to exceed \$5,000 for the base year.

The invoice shall clearly identify the IGA agreement number and billing period.

The Prompt Payment Act, 31 U.S.C. 3902, shall apply.

7. MODIFICATION:

This IGA may be modified at any time upon written agreement of both parties.

8. TERMINATION:

This agreement may be terminated by either party upon a 60 day written notice to the other party.

9. ACCEPTANCE:

SPECIAL AGENT IN CHARGE, KANSAS CITY FIELD DIVISION
BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
Date: _____

JACKSON COUNTY SHERIFF'S DEPARTMENT
Date: _____

KENNETH M. HOUSER
BUREAU PROCUREMENT CHIEF
BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
Date: _____

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, August 19, 2019, for the purpose of conducting confidential communications under section 610.021(12) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 20226, August 19, 2019

INTRODUCED BY Theresa Galvin, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, August 19, 2019, during the regularly scheduled meeting of the Legislature; and,

WHEREAS, public notice of such closed meeting has been given by inclusion of this Resolution on the published agenda for said meeting; and,

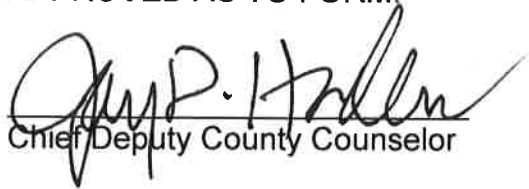
WHEREAS, the purpose of such closed meeting is to conduct confidential communications concerning the status of a sealed proposal and related documents; and,

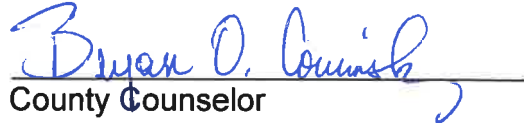
WHEREAS, such closed meeting is allowable under section 610.021(12) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, August 19, 2019, pursuant to section 610.021(12), RSMo, and closing all records prepared in connection therewith.

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. 20226 of August 19, 2019, was duly passed on _____, 2019 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 authorizing the County Executive to execute an Interlocal Agreement with the Cities of Kansas City, Grandview, and Independence, Missouri, relating to the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program Grant application.

RESOLUTION NO. 20227, August 19, 2019

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, the Prosecuting Attorney's Office is submitting a grant application for the Edward Byrne Memorial Justice Assistance Program Grant, to be awarded by the U.S. Department of Justice, in the total amount of \$609,429.00; and,

WHEREAS, under the terms of an Interlocal Agreement related to the grant, the County will serve as the fiscal agent for the grant funds and will manage the distribution of a portion of the grant funds in the amounts indicated to the Cities of Kansas City (\$274,243.05), Grandview (\$15,235.73), and Independence (\$54,848.61), Missouri; and,

WHEREAS, grant funds will be appropriated at a later date, after the grant has been awarded; and,

WHEREAS, the proposed Interlocal Agreement will only take effect after and if the grant is awarded by DOJ and the grant funds are appropriated by the Legislature; and,

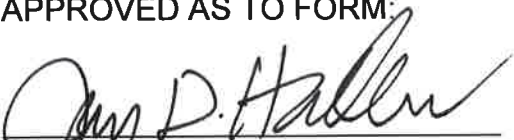
WHEREAS, execution of an Interlocal Agreement with the Cities of Kansas City,

Grandview, and Independence, in a form to be approved by the County Counselor, is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

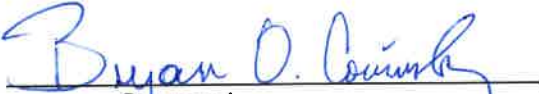
BE IT RESOLVED by the Legislature of Jackson County, Missouri that the County Executive be and hereby is authorized to execute an Interlocal Agreement with the Cities of Kansas City, Grandview, and Independence, Missouri, related to the Byrne Justice Assistance Grant Program Award, in a form to be approved by the County Counselor.

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. 20227 of August 19, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20227

Sponsor(s): Jalen Anderson

Date: August 19, 2019

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the County Prosecutor to enter into an Interlocal Agreement with the City of Grandview, Missouri, City of Independence, Missouri, City of Kansas City, Missouri and Jackson County Prosecutor's Office for the 2019 Justice Assistance Grant (JAG) application.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align:right">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align:right">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align:right">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td style="text-align:right">\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	\$
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:	\$										
PRIOR LEGISLATION	<p>Prior ordinances and (date): _____ Prior resolutions and (date): 19569 9/5/2017; 19197 6/20/2016</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Gina Robinson, Chief of Operations, 816-881-3369</p>										
REQUEST SUMMARY	<p>The Jackson County Prosecutor's Office requests Legislative Approval to enter into an Interlocal Agreement with the City of Grandview, Missouri, City of Independence, Missouri, City of Kansas City, Missouri, and Jackson County for the 2019 Justice Assistance Grant (JAG) application. The funds for FY2019 total \$609,429. Each eligible jurisdiction will highlight programs and initiatives that have shown promise in reducing crime and positively impacting communities. The Agreement is required for submission of the grant application which the deadline is August 23, 2019.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
COMPLIANCE	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals</p>										
ATTACHMENTS											
REVIEW	<table border="1" style="width:100%"> <tr> <td>Department Director: <i>Juan Peters Baker</i></td> <td>Date: <i>8/8/19</i></td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td>Date:</td> </tr> <tr> <td>Division Manager: <i>Jane M...</i></td> <td>Date: <i>8-9-19</i></td> </tr> </table>	Department Director: <i>Juan Peters Baker</i>	Date: <i>8/8/19</i>	Finance (Budget Approval): <i>If applicable</i>	Date:	Division Manager: <i>Jane M...</i>	Date: <i>8-9-19</i>				
Department Director: <i>Juan Peters Baker</i>	Date: <i>8/8/19</i>										
Finance (Budget Approval): <i>If applicable</i>	Date:										
Division Manager: <i>Jane M...</i>	Date: <i>8-9-19</i>										

County Counselor's Office:

Bryan Covino

Date:

8/9/19

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

Jay D. Haden

From: Gina Robinson
Sent: Tuesday, August 13, 2019 2:31 PM
To: Jay D. Haden
Cc: DaJanee T. Thompson
Subject: RE: JAG Grant Interlocal Agreement
Attachments: JAG letter to forfeit FY2019 Allocation.pdf

Hi Jay,

As a follow up to our discussion, the County (Prosecutor's Office) will be serving as the fiscal agent for the FY19 JAG application and the funding allocation below has been agreed upon by the eligible jurisdictions:

	2019	
Kansas City	\$ 274,243.05	45.00%
Jackson County (Prosecutor's Office)	\$ 265,101.61	43.50%
Independence	\$ 54,848.61	9.00%
Grandview	\$ 15,235.73	2.50%
Raytown	\$ -	0.00%
Blue Springs		0.00%
Lee's Summit		0.00%
Sugar Creek		0.00%
TOTAL:	\$ 609,429.00	100.00%

Raytown was eligible to receive a portion of the FY19 grant, but per the attached memo forfeit their amount for this funding application. The deadline for each eligible jurisdiction to provide their budget narratives/justification is **Thursday, August 15, 2019**. Therefore, once the MOU is finalized I will forward to you for further handling.

Please let me know if you have any other questions.

GR

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to execute a month-to-month term and supply Office Service Agreement for temporary office space with 1301 Oak Level Office LLC of Kansas City, Missouri.

RESOLUTION NO. 20228, August 19, 2019

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, pursuant to the County Executive's recent emergency declaration relating to the repair and restoration of water damage at the downtown Jackson County Courthouse, the Director of Finance and Purchasing has awarded a month-to-month term and supply contract for replacement, temporary office space to 1301 Oak Level Office LLC of Kansas City, MO; and,

WHEREAS, by Resolution 20095, dated February 25, 2019, the Legislature did authorize the execution of an Office Service Agreement for the temporary office space that contained an indemnity provision requiring legislative approval; and,

WHEREAS, this replacement space is located directly south of and across the street from the courthouse and will be used by Public Administrator and Circuit Court personnel while repairs and restoration are underway; and

WHEREAS, the Public Administrator has requested additional temporary space in the same building at an additional monthly rate of \$4,400.00; and,

WHEREAS, the attached Office Service Agreement document required by the vendor for the additional space contains an indemnity provision which is subject to the approval of the Legislature; and,

WHEREAS, the Director of Finance and Purchasing and County Counselor recommend the execution of this agreement and indemnity provision as it is in the best interests of the public health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute the attached Office Service Agreement with 1301 Oak Level Office LLC of Kansas City, MO; and,

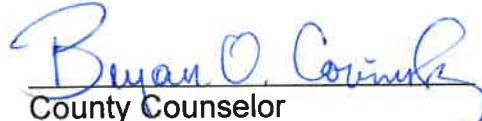
BE IT FURTHER RESOLVED that the Director be and hereby is authorized to make all payments required by this agreement, subject to the availability of appropriated funds.

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. 20228 of August 19, 2019 was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

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

8/15/19

Date



Chief Administrative Officer



Office Service Agreement

MRI Client Ref. Number: Agreement Date (mm/dd/yy):

NOVEL COWORKING("NOVEL COWORKING")

CLIENT DETAILS ("the Client")

Center Name:	1301 Oak Level Office LLC	Company Name:	Jackson County Courthouse
Center Manager Name:	Katie Whipple	Individual Name:	Bob Crutsinger
Address:	1301 Oak	Address:	415 E. 12th st
	Kansas City, MO 64106		Kansas City, MO 64106
Phone:	816-686-2014	Phone:	816-881-3120
Email:	Katie@novelcoworking.com	Email:	bcrutsinger@jacksongov.org

Start Date: End Date*:

OFFICE PAYMENT DETAILS

Office or Suite Number	Monthly Office Fee
Suite 102	\$4,400.00
TOTAL PER MONTH	\$4,400.00

First Month's Fee:	\$2,838.00
Service Retainer:	\$4,400.00
Set Up and Exit Fee	\$500.00
TOTAL INITIAL PAYMENT:	\$7,738.00

* All agreements end on the last calendar day of the month

Comments:

We enter into this Agreement and agree to all of its terms and conditions:

Name (Printed): Katie Whipple Name (Printed): Bob Crutsinger
 Date: _____ Date: _____
 Signature: _____ Signature: _____

Agreement Terms & Conditions

- A. This Agreement does not create tenancy interest, leasehold estate or other real property interest on behalf of the Client in regards to the office accommodations. This shall be strictly construed as a license to use the office accommodations as indicated by the Office Suite # described above. NOVEL COWORKING retains the possession and control over the office center in its entirety. The Client accepts the right to temporarily share the NOVEL COWORKING office center dependent on the terms and conditions as stated in this Agreement. This Agreement is between NOVEL COWORKING and the Client and cannot be transferred to a third party.
- B. This Agreement is confidential. Client may not disclose any of the pricing or terms of this Agreement without express written consent of Novel Coworking. Confidentiality remains in place even after the termination of this Agreement.
- C. Credit and Debit cards are subject to a convenience fee. Sales tax will be added to the monthly invoice where applicable.
- D. Client understands and agrees that the coworking lounge may be made unavailable from time to time, at any time, for Events.
- E. If the Client requires a company name change, requests must be submitted to NOVEL COWORKING in writing with 7 days advance notice.

FORM OF PAYMENT

Payment Via Check		Payment Via ClickPay	
Check Number:	<input type="text"/>	Transaction ID #:	<input type="text"/>
Check Amount:	<input type="text"/>	Special Notations:	<input type="text"/>
Date Sent to Lockbox:	<input type="text"/>	<i>Credit and Debit cards are subject to a convenience fee.</i>	

1. Usage Conditions.

- 1a. Client agrees to use the office accommodations for business purposes only.
- 1b. Client does not have the right to sublease the office space to a third party.
- 1c. The Client will have rights to use the office center address as its business address, for mail receipt, and for business registration purposes.
- 1d. NOVEL COWORKING is not responsible for any of the Client's property and is not liable for any damages or theft.
- 1e. The office accommodations are rented in as-is condition. Novel Coworking is seeking to maintain the office center to the "Building Standard", as of the Effective Date of this Agreement. No alterations may be made to the office accommodations including the addition or changing of locks/bolts to the windows/doors.
- 1f. Upon initial move-in, the Client will sign an inventory form verifying all accommodations and the conditions at move in. The form will be retained and used as reference at time of Agreement termination.
- 1g. The Client agrees to be respectful of all NOVEL COWORKING property including the office accommodations, common areas within the office center, and all office furniture and equipment. Client is liable for damage to any such property.
- 1h. The Client shall not store or operate any large machine or equipment within the provided office accommodations. This includes but is not limited to heaters, stoves, coffee makers, vending machines, copiers, refrigerators, grills, servers, or other equipment without NOVEL COWORKING consent. The electrical current that NOVEL COWORKING provides to the Client within the office accommodations shall be used for ordinary lighting, personal computers and office equipment provided by NOVEL COWORKING. If special installation or wiring is required, it will be at the Client's expense and only after express written consent from NOVEL COWORKING.
- 1i. The Client shall not use the NOVEL COWORKING office center or office accommodations for manufacturing purposes. The Client shall not use the premises for manufacture or sale of liquor, narcotics, or tobacco of any kind.
- 1j. The Client shall not sleep or live within the NOVEL COWORKING office center or office accommodation.
- 1k. Client shall use the space for general office and is not to hold or permit retail sales or auctions within NOVEL COWORKING.
- 1l. The Client shall not obstruct business for any other NOVEL COWORKING clients.
- 1m. Client agrees to cause guests to wait in designated guest waiting areas only.
- 1n. The Client shall not use the NOVEL COWORKING office center for any illegal or immoral purposes.
- 1o. The Client accepts full responsibility for the legal and appropriate conduct of all their employees and guests of employees, including purchase and/or consumption of alcohol on premises as legally acceptable according to state and federal law.
- 1p. Should the need arise, NOVEL COWORKING may provide the Client with alternative office accommodations of comparable value or better, in NOVEL COWORKING's sole discretion. Should this become necessary, NOVEL COWORKING will attempt to notify the client in advance.
- 1q. All Novel Coworking Office clients implicitly agree to allow photos that they, and their employees and guests, appear in at Novel Coworking Office to be used for the company's marketing materials.

2. Client Conduct.

- 2a. The Client, as well as all Client's employees and guests, shall conduct themselves in a businesslike manner, proper business attire, and ~~keep noise at a respectful level at all times~~ while on NOVEL COWORKING premises.
- 2b. NOVEL COWORKING shall provide entry access to the Client including all required keys and security access cards. The Client is responsible for all issued keys and access cards and is required to return them at termination. If Client has a lost or stolen key or card, Client is responsible to notify NOVEL COWORKING staff immediately and pay \$25 for an access card and \$50 for a key for replacements. Upon termination of this Agreement, Client agrees to return all keys and access cards assigned.
- 2c. Canvassing or soliciting for business or any other purpose is prohibited anywhere within the NOVEL COWORKING office center.
- 2d. No animals shall be permitted within the NOVEL COWORKING office center, aside from CERTIFIED service dogs.
- 2e. The Client, as well as any employees, guests, and business associates of the Client, shall not abuse or mistreat any NOVEL COWORKING employees.
- 2f. The Client acknowledges that the services rendered by NOVEL COWORKING employees are shared services and may be offered to other NOVEL COWORKING clients.
- 2g. The Client, any employees of the Client, or other businesses under the Client's ownership, shall not hire any NOVEL COWORKING employees at any time during the term of the Agreement or within 12 months of the termination of the Agreement. Client shall pay NOVEL COWORKING \$15,000 per employee per breach.
- 2h. Smoking is prohibited in the entirety of the office center, including within the provided office accommodations. Client agrees to limit smoking to the designated areas outside of the NOVEL COWORKING building.
- 2i. Weapons of any kind are prohibited within the NOVEL COWORKING office center, regardless of a concealed carry permit.

3. Services.

- 3a. NOVEL COWORKING shall provide the office accommodations as stated on the first page of the Agreement.
- 3b. Kitchen Amenities: NOVEL COWORKING may provide and allow Client access to kitchen facilities. Additional beverages and snacks may be provided by NOVEL COWORKING at such fees to be determined by NOVEL COWORKING.
- 3c. NOVEL COWORKING shall provide desk, executive chair, and internet connections in the office accommodations as stated on the first page of Agreement.
- 3d. The Client acknowledges that Novel Coworking's staff is on-site during business hours which are 8:30am – 5:00pm Monday – Friday, however, Client will have 24-hour access to the office accommodations as well as electricity and internet services. HVAC hours are 7:00am – 6:00pm Monday – Friday.

4. Technology Services.

- 4a. Client agrees to conduct business and use technology services in a manner that does not interfere with the operation of the center, disrupt any other client in the center, or adversely impact our ability to provide technology services to other clients, as determined by us at our sole and absolute discretion. Technology services are for general purpose use and the following is strictly forbidden; 1 – altering our system hardware, including, but not limited to, installing personal wifi devices, 2 – transmitting fraudulent, libelous, pornographic, or any other destructive elements, and 3 – excessive bandwidth use, including, but not limited to, streaming 4k video or distributing, downloading or sharing excessively large files. You must fully comply, and cause your representatives to comply, with NOVEL COWORKING's Technology Use Requirements, as such may change from time to time, posted at www.novelpcoworking.com/TUSE and incorporated herein by reference.
- 4b. Client acknowledges that phone and internet services provided by NOVEL COWORKING, including, but not limited to internet speeds, quality of service, data protection, and call rates are contingent on third party providers. While NOVEL COWORKING has internet security protocols in place, NOVEL COWORKING does not make any representations as to the security of the network or the internet. Client should adopt its own security measures as appropriate. NOVEL COWORKING cannot guarantee that a particular degree of availability will be attained in connection with the Client's use of NOVEL COWORKING's network.
- 4c. Client may install, at their own expense, their own phone and internet services when arranged in advance and given express written consent from NOVEL COWORKING.

5. Additional Services.

- 5a. Client acknowledges that all set recurring fees, including but not limited to monthly rental, internet and phone connections will be billed monthly at the rates stated on the first page of this Agreement. Additional Services may be utilized by Client, when available, at an additional cost and all associated fees will be billed monthly based on usage. Client agrees to pay them upon receipt of invoice. Client agrees to dispute the validity of any fee charged by bringing it to our attention within 30 days of invoice for resolution, or else such charges will be deemed final. Additional Services are listed on NOVEL COWORKING's Service Guide.

6. Service Retainer.

- 6a. The Client acknowledges that the office accommodations listed on the first page of this Agreement will not be reserved until after the required Service Retainer has been paid in full. At time of receipt of Service Retainer in full along with signed Agreement, the stated office accommodations shall be reserved.
- 6b. The Service Retainer provided by the Client shall be held as security by NOVEL COWORKING without generating interest and may be used by NOVEL COWORKING as security against default by the Client and liability for all matters referenced on this Agreement. NOVEL COWORKING is entitled to deduct monies from the Service Retainer to recover monies owed to NOVEL COWORKING through default by Client, damage to property, or to pay third party providers for services. Upon any such deduction, NOVEL COWORKING reserves the right to require an increase to the Service Retainer held.
- 6c. NOVEL COWORKING shall refund the Service Retainer in full after a 30-day period after the time of termination of this Agreement, or at such time Client's account is cleared of all outstanding balances, whichever comes first.

7. Payment, Fees, and Taxes.

- 7a. NOVEL COWORKING strives to reduce its environmental impact and supports its Clients in doing the same. NOVEL COWORKING will provide all monthly invoices electronically via email. Client agrees to make payments via an automated payment method such as ACH, Direct Debit, or Credit Card, using the NOVEL COWORKING ClickPay Portal. Credit card and debit card payments are subject to a convenience fee on the ClickPay Portal. Check payments should be mailed to ClickPay (P.O. Box 62032 Newark, NJ 07101) at the Client's expense. Cash is not accepted.
- 7b. Rental and fixed monthly costs shall be billed in advance on a monthly basis, and include, but not limited to, phone/internet connections, additional furniture, and storage space. All variable charges, including but not limited to administrative support and meeting space rental, will be billed on a pay as you go basis included on the monthly invoice. Client agrees to pay all applicable sales and use taxes and all fees for any services provided.
- 7c. Late Payment: If Client does not pay balance in full by the 1st day of the calendar month, Client will be subject to a late fee of 5%. In addition to a late fee, insufficient funds will result in a \$35 NSF fee.
- 7d. If this agreement is for a period longer than twelve (12 months), NOVEL COWORKING will increase the monthly office fee on month 13. This increase will be set by the Consumer Price Index. Renewals are calculated separately from annual indexation increases.

8. Automatic Renewal and Termination.

- 8a. This agreement lasts for the period stated on page one and then will be extended automatically for successive periods equal to the initial term. If Client does not wish to renew this Agreement for an additional equivalent term, Client may terminate this Agreement as of the last day of the month (the "Expiration Date") by delivering written notice to NOVEL COWORKING at least ninety (90) days in advance of the Expiration Date. If Client does not provide advance written notice of termination, this Agreement will renew at the prevailing market rate. For agreements that are considered "month to month," NOVEL COWORKING will require a full 30 days advance written notice (effective from the start of the calendar month) of intent to terminate.
- 8b. NOVEL COWORKING may provide 30 day written notice to Client to cease Client's occupation of the office accommodations, prior to the stated termination date of this Agreement, for any reason whatsoever. If the Client is not observing the rules for the office center, as reasonably prescribed by NOVEL COWORKING, this Agreement may be terminated by NOVEL COWORKING immediately upon written notice to Client.
- 8c. At time of termination, the Client will immediately and peacefully cease occupancy of the premises, return all keys and access cards and return all office accommodations to "as new" condition. Any items left within the NOVEL COWORKING office accommodations after time of termination will be considered property of NOVEL COWORKING and may be utilized or sold without the Client's knowledge or consent.

9. Insurance.

- 9a. The Client is liable for all belongings within the office accommodations and responsible for providing their own insurance.
- 9b. The Client shall indemnify NOVEL COWORKING, its employees, caretakers, clients, agents, or invitees against any theft, damages, or loss from the office accommodations and its contents, including but not limited to data, hardware and software, except in cases of gross negligence, fraud or willful misconduct.
- 9c. The Client is solely responsible for all taxes on personal property for any of their own items that they bring to and/or keep within the rental space.

10. Legal.

- 10a. NOVEL COWORKING is not liable for any loss of business, loss of profits, loss of anticipated savings, loss of damage to data or any consequential loss.
- 10b. If property experiences network disruption due to Client not gaining pre-approval from NOVEL COWORKING of installation of Client equipment, misconfiguring equipment on network, or causing incorrect installation of Client devices on NOVEL COWORKING network, NOVEL COWORKING will invoice the Client for all costs needed to resolve the disruption.
- 10c. In the event of a material breach of this Agreement by Client, the Client is responsible for immediate and full payment of all rental and services as stated on the first page of the Agreement in its entirety, as well as costs for any damages and legal fees if applicable, may be asked to vacate the premises immediately.
- 10d. The Client must comply with all governing laws within the country and state and laws and regulations specific to their business within NOVEL COWORKING.
- 10e. The Client releases NOVEL COWORKING from any liability related to the receipt or handling of mail or packages on the Client's behalf.
- 10f. Disclaimer of liability for third party products: In regard to services provided by NOVEL COWORKING to the Client through a third-party provider, including but not limited to internet and phone service, NOVEL COWORKING disclaims any and all liability, including any express or implied warranties.
- 10g. All notices herein shall be in writing, and may be served by either mail, personal delivery, or by certified mail, addressed to the parties herein as indicated on page one of this Agreement.
- 10h. This Agreement is and at all times shall be subject and subordinate to any mortgage which may now or hereafter affect the real property of which the office suite(s) are a part, and to all renewals, modifications, consolidations, replacements and extensions of any such mortgage. In the event of the sale of the property upon foreclosure, exercise of a power of sale, or by deed or transfer in lieu of foreclosure, Client will attorn to the purchaser and recognize and pay all rent to the purchaser or transferee as the landlord under this Agreement.

Client Signature: _____ Date: _____



This Agreement is between 1301 Oak Level Office,, LLC (1) and the Client (2) as listed below:

1. NOVEL COWORKING	THE CLIENT
Company: 1301 Oak Level Office LLC	Company Jackson County Courthouse
Address: 1301 Oak Street Kansas City, MO 64106	Address: 415 East 12th st #105 Kansas City, MO 64106
Phone: 816.205.7628	Name: Robert Crutsinger
Website: www.NovelCoworking.com	Phone: 816-881-3120
Email: Katie@novelcoworking.com	Email: bcrutsinger@jacksongov.org

2. ADDENDUM DETAILS

This addendum is regarding the initial agreement between The Client and 1301 Oak Level Office, LLC signed and dated

This addendum serves to note that:

1q: NOVEL COWORKING will obtain the Client's written approval, and any other legally required approvals, prior to knowingly taking photos of the Client, its employees or its guests and will not use such photographs for any marketing purpose without the Client's prior written consent.

2a The Client as well as all Client's employees and guests, shall conduct themselves in a businesslike manner, proper business casual attire, and keep noise at a respectful level at all times while on Novel Coworking premises.

All other terms and conditions remain the same.

3. We agree to this addendum and all its conditions:

Signed for on behalf of NOVEL

Signed for on behalf of the Client

Name (printed): _____

Name (printed): _____

Date: _____

Date: _____

Signature: _____

Signature: _____

*Client confirms that he/she has read and understood the terms and conditions and agrees to be bound by them and NOVEL agrees to provide the services and accommodations as stated above.

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20228

Sponsor(s): Crystal Williams

Date: August 19, 2019

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: Authorizing the Director of Finance and Purchasing to execute a month-to-month term and supply office service agreement for temporary office space with 1301 Oak Level Office LLC of Kansas City, Missouri.										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Amount authorized by this legislation this fiscal year:</td> <td style="width: 20%; text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td style="text-align: right;">\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Public Administration Estimated Use: \$22,000 Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	\$
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:	\$										
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): 20095 2/25/19										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Bob Crutsinger, Director of Finance & Purchasing, 881.3120										
REQUEST SUMMARY	Authorizing the Director of Finance and Purchasing to execute a month-to-month term and supply office service agreement for temporary office space with 1301 Oak Level Office LLC of Kansas City, Missouri. The Public Administrator has requested additional temporary space in the 1301 Oak location while courthouse repairs are being done stemming from water damage that occurred on February 3 rd , 2019. Because a completion date is unknown at this time, a month-to-month lease agreement was requested which includes an indemnity clause subject to Legislative approval. The monthly rate for the additional space is \$4,400. The Public Administrator currently occupies Suite 800A at \$3,999/month and the Circuit Court occupies Suite 400A at \$5,599/month. The lease for the original two suites was approved by Resolution 20095 on February 25 th , 2019. With the additional space the County's total monthly rent at 1301 Oak to \$13,998. This arrangement has been presented and approved by Travelers. This means that the County will get reimbursed by Travelers for this expense as paid invoices are submitted.										
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)										
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals										
ATTACHMENTS	Month-to-Month Lease Agreement										

REVIEW	Department Director: <i>[Signature]</i>	Date: 8-13-2019
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: 8/13/19
	Division Manager: <i>[Signature]</i>	Date: 8-13-19
	County Counselor's Office: <i>[Signature]</i>	Date: 8/14/19

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$48,000.00 within the 2019 Special Road and Bridge Fund and awarding a contract for a pavement condition assessment to IMS Infrastructure Management Services, of Tempe, AZ, under the terms and conditions of Request for Proposals No. 23-19, at an actual cost to the County not to exceed \$48,000.00.

RESOLUTION NO. 20229, August 19, 2019

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Public Works Department has a requirement for a pavement condition assessment to gather data and determine effective methods to repair and maintain the paved roads in unincorporated Jackson County; and,

WHEREAS, the Director of Finance and Purchasing has solicited written proposals on Request for Proposals (RFP) No. 23-19 for these services; and,

WHEREAS, a total of thirty-three notifications were distributed and five responses received and evaluated as follows:

<u>VENDOR</u>	<u>EVALUATION POINTS</u>
IMS Infrastructure Management Services Tempe, AZ	100
MDS Technologies Park Ridge, IL	92

ERI Engineering & Research International Savoy, IL	69
Dynatest Austin, TX	66
Anderson Engineering Kansas City, MO and,	24

WHEREAS, the Public Works Director also recommends the acquisition of two related items/services that were requested as options in the RFP, at a total additional cost of \$8,100.00; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a contract for a pavement condition assessment, with optional items 11 and 12, to IMS Infrastructure Management Services, Tempe, AZ, under the terms and conditions of Request for Proposals 23-19, at an actual cost to the County not to exceed \$48,000.00; and,

WHEREAS, a transfer is required in order to place the funds needed for this contract into the proper spending accounts; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2019 Special Road and Bridge Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road and Bridge Fund Special Projects in Public Works 004-1507	58040- Roads & Highways	\$20,000	
Road & Bridge Maintenance 004-1506	57220- Garden & Agriculture Supp.	\$28,000	
004-1506	56080- Other Professional Services		\$48,000

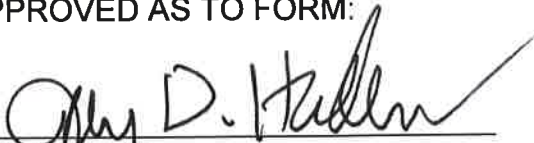
and,

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


BE IT FURTHER RESOLVED that the Department of Finance and Purchasing 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. 20229 of August 19, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 004 1507 58040
ACCOUNT TITLE: Special Road and Bridge Fund
Special Projects in Public Works
Roads & Highways
NOT TO EXCEED: \$20,000.00

ACCOUNT NUMBER: 004 1506 57220
ACCOUNT TITLE: Special Road and Bridge Fund
Road & Bridge Maintenance
Garden & Agriculture Supplies
NOT TO EXCEED: \$28,000.00

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

ACCOUNT NUMBER: 004 1506 56080
ACCOUNT TITLE: Special Road and Bridge Fund
Road & Bridge Maintenance
Other Professional Services
NOT TO EXCEED: \$48,000.00

8/15/19
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20229

Sponsor(s): Ronald E. Finley

Date: August 19, 2019

AUG 07 2019

SUBJECT	<p>Action Requested</p> <p><input type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transferring \$48,000 within the Special Road and Bridge Fund and Awarding a Contract for the furnishing of a Pavement Condition Assessment to IMS Infrastructure Management Services of Tempe, AZ for use by the Public Works Department under the terms and conditions of Request for Proposal 23-19 in an amount not to exceed \$48,000.00. The term of this contract will be six months or until completion.</u></p>																				
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$48,000.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$48,000.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$48,000.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>FROM:</td> <td></td> </tr> <tr> <td>004-1506-57220 Special Road & Bridge Fund – Road & Bridge Maint – Garden & Agriculture Supplies</td> <td style="text-align: right; vertical-align: bottom;">\$28,000.00</td> </tr> <tr> <td>004-1507-58040 Special Road & Bridge Fund – Special Projects in Public Works – Roads & Highways</td> <td style="text-align: right; vertical-align: bottom;">\$20,000.00</td> </tr> <tr> <td>TO:</td> <td></td> </tr> <tr> <td>004-1506-56080 Special Road & Bridge Fund – Road & Bridge Maint – Other Professional Services</td> <td style="text-align: right; vertical-align: bottom;">\$48,000.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____</p> <p>Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$48,000.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$48,000.00	Amount budgeted for this item * (including transfers):	\$48,000.00	Source of funding (name of fund) and account code number:		FROM:		004-1506-57220 Special Road & Bridge Fund – Road & Bridge Maint – Garden & Agriculture Supplies	\$28,000.00	004-1507-58040 Special Road & Bridge Fund – Special Projects in Public Works – Roads & Highways	\$20,000.00	TO:		004-1506-56080 Special Road & Bridge Fund – Road & Bridge Maint – Other Professional Services	\$48,000.00
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PRIOR LEGISLATION	<p>Prior ordinances and (date): _____</p> <p>Prior resolutions and (date): _____</p>																				
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Katie Bartle, Senior Buyer, 816-881-3465</p>																				
REQUEST SUMMARY	<p>The Public Works Department requires a contract for a Pavement Condition Assessment with a Five-Year Plan to provide data regarding the condition of paved roads in Unincorporated Jackson County as well as determining the most effective way to repair and maintain said roads. The Purchasing Department issued Request for Proposal 23-19 in response to this requirement.</p> <p>A total of twenty-three notifications were distributed five responses were received and evaluated as follows:</p> <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>NO</th> <th>Respondent</th> <th>Responsiveness to RFQ</th> <th>Experience in Providing Condition Assessments</th> <th>Pricing</th> <th>Total Score</th> </tr> <tr> <th></th> <th></th> <th>10 Points</th> <th>40 Points</th> <th>50 Points</th> <th>100 Points</th> </tr> </thead> <tbody> <tr> <td>1.0</td> <td>Anderson Engineering Kansas City, MO</td> <td>8</td> <td>15</td> <td>1</td> <td>24</td> </tr> </tbody> </table>	NO	Respondent	Responsiveness to RFQ	Experience in Providing Condition Assessments	Pricing	Total Score			10 Points	40 Points	50 Points	100 Points	1.0	Anderson Engineering Kansas City, MO	8	15	1	24		
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		10 Points	40 Points	50 Points	100 Points																
1.0	Anderson Engineering Kansas City, MO	8	15	1	24																

NO	Respondent	Responsiveness to RFQ 10 Points	Experience in Providing Condition Assessments 40 Points	Pricing 50 Points	Total Score 100 Points
2.0	IMS Infrastructure Management Services Tempe, AZ	10	40	50	100
3.0	Dynatest Austin, TX	10	32	24	66
4.0	ERI Engineering & Research International Savoy, IL	9	32	28	69
5.0	MDS Technologies Park Ridge, IL	9	34	49	92

In addition to awarding the project outlined in the Request for Proposal at a cost of \$39,367.00, Public Works also recommends purchasing ESA/GIS Autosync for \$6,000.00 and GIS Clean-Up Services for \$2,100.00.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department recommends Awarding a Contract for the furnishing of a Pavement Condition Assessment to IMS Infrastructure Management Services of Tempe, AZ for use by the Public Works Department under the terms and conditions of Request for Proposal 23-19 in an amount not to exceed \$48,000.00. The term of this contract will be six months or until completion.

The Purchasing Department requests the transfer of \$48,000.00 within the Public Works budget as follows:

	FROM:	TO:
004-1506-57220 Special Road & Bridge Fund – Road & Bridge Maint – Garden & Agriculture Supplies	\$28,000.00	
004-1507-58040 Special Road & Bridge Fund – Special Projects in Public Works – Roads & Highways	\$20,000.00	
004-1506-56080 Special Road & Bridge Fund – Road & Bridge Maint – Other Professional Services		\$48,000.00

CLEARANCE

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




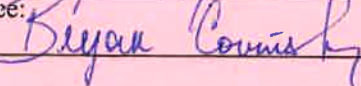
COMPLIANCE

- MBE Goals
 - WBE Goals
 - VBE Goals
- Goals were waived because contract value is under \$50,000.00.

ATTACHMENTS

Recommendation Memo from Public Works, Service Agreement from IMS, Pertinent pages from IMS' proposal, Evaluation Matrices from the Evaluation Committee, Abstract of Bids Received.

REVIEW

Department Director:		Date: 8.6.19
Finance (Budget Approval): <i>If applicable</i>		Date: 8/7/19
Division Manager:		Date: 8-7-19
County Counselor's Office:		Date: 8/9/19

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

CONSULTANT SERVICES AGREEMENT

REFERENCE ID: 19

This AGREEMENT, effective this _____ day of _____, 2019, is by and between:

Jackson County, MO
415 E 12th St.
Kansas City, MO 64106

Hereinafter called CLIENT, and

IMS Infrastructure Management Services, L.L.C
1820 W. Drake Drive, Suite 104
Tempe, AZ 85283

Hereinafter called CONSULTANT, who agree as follows:

PART I - RECITALS

CLIENT desires to engage CONSULTANT to provide professional consulting services to complete a comprehensive pavement condition survey for the County of Jackson, MO as described in Section II – Scope of Services, and to render its services in the terms and conditions provided in this agreement.

Both CLIENT and CONSULTANT agree that execution of this AGREEMENT is a material element of the consideration to execute the Services. Additional terms and conditions may be added or changed only by written amendment to this AGREEMENT signed by both parties. In the event CLIENT uses a purchase order or other form of documentation to administer this AGREEMENT, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This AGREEMENT shall not be assigned by either party without prior written consent of the other party.

In consideration of the rights and obligations hereinafter specified, CLIENT and CONSULTANT agree as follows:

PART II - SCOPE OF SERVICES

The scope of CONSULTANT's services ("Services") and project deliverables are described in **Attachment A – Scope of Services**, the contents of which shall be incorporated into this AGREEMENT.

PART III - COMPENSATION

CLIENT shall pay compensation to CONSULTANT for the Services performed under this agreement according to the fee schedule, or unit rate table, presented in **Attachment A – Scope of Services**. If no fees are stated, fees will be according to CONSULTANT's current fee schedule. Fee schedules are valid for the calendar year in which they are issued.

CONSULTANT may invoice CLIENT not more frequently than monthly and payment is due within 30 days of receipt of invoice. The Invoice shall follow the fee schedule and be based on percentage complete. Documentation in the form of a project status spreadsheet shall be supplied in support of each invoice. No withholdings shall be made. CLIENT shall notify CONSULTANT in writing, at the address above, within 10 business days of the date of the invoice if CLIENT objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion.

CLIENT shall pay a finance fee/late fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 15 days or older. CLIENT agrees to pay all collection-related costs that CONSULTANT incurs, including attorney fees. CONSULTANT may suspend services for lack of timely payment.

PART IV - PROVISIONS

1. **PERIOD OF SERVICE** - Work shall be initiated upon written authorization from CLIENT or execution of this agreement, and receipt of Jackson County Purchase Order. The contract shall remain in force until the project is completed and notification of completion is submitted by CONSULTANT to CLIENT or December 31st, 2021 – whichever comes first.
2. **WARRANTY** – CONSULTANT warrants to CLIENT that it will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. CONSULTANT MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, RELATING TO CONSULTANT’S SERVICES OR SOFTWARE PROVIDED BY OTHERS, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. **CONSEQUENTIAL DAMAGES** – CONSULTANT SHALL NOT BE LIABLE TO CLIENT FOR LOSS OF PROFIT OR REVENUE, LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, OR SERVICES; COST OF CAPITAL OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
4. **INSURANCE** - CONSULTANT represents that it now carries, and will continue to carry the following minimum insurance applicable to the project.

Type of Insurance	Limits Of Liability
Commercial General Liability	\$1,000,000 (per occurrence)
Automobile Liability	\$1,000,000
Workers Compensation	As per applicable state law

6. **GOVERNING LAW** – The laws of the State of Missouri shall govern the interpretation and enforcement of this contract. Any litigation which arises between the parties shall be initiated and pursued in the Circuit Court in and for Jackson County, State of Missouri.
7. **SEVERABILITY** – Any provision of the AGREEMENT which may be rendered null and void shall not invalidate the remainder of this AGREEMENT to the extent the AGREEMENT is capable of execution.
8. **TERMINATION** - Either party may terminate this AGREEMENT or the Services without cause upon giving the other party ten (10) calendar days written notice. In such case, CONSULTANT shall be paid costs incurred and fees earned to the date of termination.
9. **OWNERSHIP OF DOCUMENTS** – Work product, such as field data, analyses, calculations, notes and other records relating to the project prepared by CONSULTANT shall remain CONSULTANT property. The CLIENT shall have use of the work product and software for the sole benefit of CLIENT with no third party beneficiaries intended. Reliance upon the Services and any work product is not intended for third parties. Files shall be maintained for a period of one (1) year by CONSULTANT.

10. **SAFETY** - Safe practices are to be considered a priority requirement in the performance of this AGREEMENT. CONSULTANT will comply with the provisions of Federal, State and local health and safety requirements.
11. **NON-DISCRIMINATION IN EMPLOYMENT** - CONSULTANT agrees and hereby certifies that in providing the services hereunder, it shall not discriminate against any employee or applicant because of race, color, religion, age, sex, or national origin. CONSULTANT shall abide by provisions of all applicable governmental regulations pertaining to non-discrimination.
12. **NOTICES** – All notices hereunder materially changing this AGREEMENT must be in writing to the designated CLIENT contact and CONSULTANT project manager.
13. **FORCE MAJEURE** – Neither CLIENT nor CONSULTANT shall be considered in default in the performance of its obligations hereunder if such obligations were prevented or delayed by any cause beyond the reasonable control of the party which include, but are not limited to acts of God, labor disputes or civil unrest.
14. **ADDITIONAL TERMS** - "Pursuant to §285.530.1, RSMo, Vendor assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Vendor shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
15. **ENTIRE AGREEMENT** - Entire Agreement" includes the RFP, the consultant's response to the RFP and this Agreement.

PART V - SIGNATURES

The parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

CLIENT: Jackson County, MO

By:

Signature	Title
Printed Name	Date

CONSULTANT: IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC

By:

Signature	Title
Printed Name	Date

Attachment A: Scope of Services

The detailed fee range presented below is based on the City's scope of services as defined in the request for proposal and the IMS work plan. The fee range represents a realistic budget to complete the work and will be refined further during scope discussions with City staff.

Jackson County Missouri

Task	Activity	Quant	Units	Unit Rate	Total
Project Initiation					
1	Project Initiation & Project Setup	1	LS	\$3,000.00	\$3,000.00
2	Network Referencing, Mapping Services & GIS Linkage	260	T-Mi	\$6.00	\$1,560.00
Field Surveys					
3	RST Mobilization/Calibration	1	LS	\$3,000.00	\$3,000.00
4	RST Field Data Collection	260	T-Mi	\$70.00	\$18,200.00
Data Management					
5	PCI Data QA/QC, Processing & Format	260	T-Mi	\$7.00	\$1,820.00
6	Provision of HD Digital Imagery @ 20-25 foot Intervals (Per View)	260	T-Mi	\$14.00	\$3,640.00
7	Pavement Analysis, ESA Spreadsheet & Final Pavement Management Report	1	LS	\$7,000.00	\$7,000.00
	a. Pavement Analysis, Budget Model Development, & 5-Year Rehab Plan			Included in Base Activities	
	b. Customizable Prioritization & Cost-Benefit Analysis Configuration			Included in Base Activities	
	c. Full Integration & ESA Spreadsheet Training			Included in Base Activities	
8	Project Management	1	LS	\$1,147.00	\$1,147.00
9	ESA/GIS Autosync	1	LS	\$6,000.00	\$6,000.00
10	GIS Clean-Up Services	12	HR	\$175.00	\$2,100.00
Project Total (not to exceed):					\$47,467.00



Infrastructure Management Services

IMS Infrastructure Management Services
1820 W. Drake Dr. Ste. 104 Tempe, AZ 85283
Phone (480) 839-4347 Fax: (480) 839-4348
www.imsanalysis.com

June 11th, 2019

Office of the Jackson County Purchasing Department
Room G-1, Ground Floor, Jackson County Courthouse
415 East 12th Street
Kansas City, Missouri 64106

Reference: "Pavement Condition Assessment and Five-Year Pavement Maintenance Program"

Dear Evaluation Committee Members:

IMS Infrastructure Management Services, LLC is pleased to submit our pricing proposal for the Jackson County project. The following pages document the requested tasks. The fee structure is presented with unit base costs where necessary along with mileage rates. All pricing is exclusive of any County, State or Federal taxes, levies or duties. These fees are based on the IMS work plan and deliverables as presented in our Technical Proposal.

We want to thank you for considering the IMS team as a viable solution for your pavement management program. Based on careful review of the intended Jackson County project scope, we are confident that we can exceed the County's expectations in a cost effective and time efficient manner that would provide a substantial savings to each agency. Thank you for your time and consideration.

Sincerely,

IMS Infrastructure Management Services

A handwritten signature in blue ink, appearing to read 'Jeff Myers', is written over a circular stamp or seal.

Jeff Myers
Client Services Manager

INTRODUCTORY LETTER

Office of the Jackson County Purchasing Department
Room G-1, Ground Floor, Jackson County Courthouse
415 East 12th Street
Kansas City, Missouri 64106

Reference: "Pavement Condition Assessment and Five-Year Pavement Maintenance Program"

Dear Evaluation Committee:

IMS Infrastructure Management Services is pleased to submit this proposal regarding the above referenced project to Jackson County. With over 30 years of pavement and asset management experience, we have become international leaders in the provision of automated data collection methodologies and software configuration. With our sole focus on pavement and asset management services, Jackson County Staff will acquire **quality data**, **exemplary service**, and **reliability** that define our commitment. This level of quality and commitment has resulted in IMS routinely traveling across the United States and Canada to complete projects. For this project, we will have a Project Manager in the State of Missouri. We believe that having a local Project Manager will be an asset to the County.

The official contact person authorized to negotiate or answer questions regarding the IMS proposal is a local resident of Springfield, Missouri:

Jeff Myers, M.S.A. – Manager of Client Services

IMS Infrastructure Management Services, LLC

2004 W Canterbury, Springfield, MO 65810

Office: (480) 839-4347, Direct: (417) 372-7021, Fax: (480) 839-4348

Email: jmyers@imsanalysis.com

We want to thank you for the opportunity to assist Jackson County with its pavement management needs. Based on careful review of the project scope, we are confident that we can provide the County with the requested services in a cost effective and time efficient manner that will provide a return of substantial savings. Thank you for your time and consideration.

Regards,

IMS Infrastructure Management Services



Jeff Myers
Client Services Manager

1.0 FIRM QUALIFICATIONS AND EXPERIENCE

1.1 EXECUTIVE SUMMARY

IMS Infrastructure Management Services is the premier pavement and right-of-way asset management firm in the Midwest. We have completed projects in Bridgeton, Branson, Springfield, Creve Coeur, Kirksville, St. Charles, MO; Leawood, Wyandotte County, KS; and many others listed throughout this proposal. With 50-60 pavement management assignments completed annually, we stand second to none in our ability to establish cost effective maintenance management programs using industry standard deliverable formats such as Interactive Excel Spreadsheets, GIS geodatabases, simple to use Google Earth KML mapping files, and even 3rd party pavement management systems such as CarteGraph, MicroPAVER, Lucity, and many others.



The primary objective of this project is to provide the County with the tools, skills, and information to manage their roadway network in the most cost effective manner. To accomplish this goal, IMS will conduct automated field surveys utilizing **ASTM D6433** protocols (U.S. Army Corps of Engineers) that will provide a solid understanding of the status and needs of the roadway network. The data can then be harnessed to develop comprehensive multiple-year street rehabilitation plans that optimize pavement quality and minimize annual expenditures.

While we understand the County has used Cartegraph in the past, we recognize that not all agencies may find value in utilizing a dedicated pavement management program that can be difficult to use. As such, the base scope of this proposal will focus on an easy to use, but highly engineered, Interactive Excel Spreadsheet (ESA – Easy Street Analysis) that utilizes the core metrics of any good pavement management system such as industry standard performance curves, **ASTM D6433** distress protocols (ASTM D6433), custom prioritization, and cost benefit optimization. There is no “one-size-fits-all” when it comes to pavement management programs and IMS can assist the County and participating agencies in the selection of an alternative software solution if desired. In addition, if the County and participating municipalities wish to retain the existing Cartegraph program, IMS can complete a full Cartegraph update that includes software update (if needed), data integration, and training.

This proposal will highlight the following activities:

- The IMS team’s objective and automated approach to **ASTM D6433** data collection.
- Implementation of the highly engineered and easy to use Easy Street Analysis (ESA) “interactive” software solution. The idea is to simplify pavement management for the end user.
- Collaboration with agency staff and an iterative analysis process designed to fine-tune the results to meet specific level of service needs for each participating agency.
- Development of a comprehensive 5-year rehabilitation plan that is flexible enough to accommodate innovative rehabilitation strategies and local priorities as they relate to level of service.

1.2 COMPANY PROFILE

IMS Infrastructure Management Services is a pavement management consulting firm with over 30 years of direct experience in the industry and we are the premier automated pavement management firm in the United States. As a professional engineering firm that is 100% dedicated to pavement and asset management, our ability to perform the work goes hand-in-hand with our philosophy on project ownership. Every project is assigned a team of dedicated professionals, with the core group comprised of a Project Principal, Project Engineer, and Client Services Manager. We can ensure successful project ownership because each member of the IMS team understands who is accountable for each phase of the project.



Since our inception in 1985, IMS has progressively developed new technologies together with real-world software applications to become a recognized international leader in the field of pavement and infrastructure management. Our software solutions provide the tools required to meet the complex challenges within modern urban and rural environments.

IMS completes 50 to 60 pavement and asset management projects across the U.S. annually and has served as the pavement management firm for the nearby agencies of Bridgeton, Branson, Springfield, Creve Coeur, Kirksville, St. Charles, Missouri; Hutchinson, Hays, Bonner Springs, Leawood, Wyandotte County, Kansas; Broken Arrow, Edmond, Ada, and Stillwater, Oklahoma. IMS takes pride in performing quality work for each client to build long-term partnerships. Our team is comprised of 35 employees, broken down as follows: 12 Staff Professionals, 9 Support Personnel, and 14 Technicians.

A brief history of IMS is as follows:



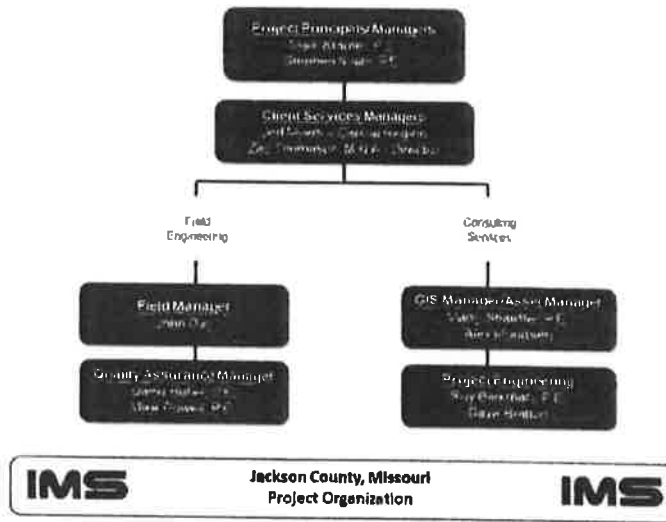
• Road Surface Tester (RST) technology introduced to the North American market.	• IMS formed as a partnership between Novak Dempsey, Swedish National Roads Authority and Delcan. Ltd.	• RST capability is expanded with the addition of GPS and digital camera capabilities for asset data.	• Employee purchase of IMS, western United States and Canadian presence expanded.	• Data processing capability expanded through automated programs and routines.	• Introduction of the Sidewalk Surface Tester for more detailed sidewalk and ROW asset inventories.
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Since 2004, IMS has completed more than 800 pavement management assignments for government agencies and private-sector companies throughout North America. IMS achievements include:

- Certified for **ASTM D6433** data collection and participation in *ASTM sub-committee E1741* and *TRB subcommittee AFD20* on pavement monitoring and valuation.
- 800 City and County agencies plus 25 large-scale public works departments.
- Ten state agencies, DOT's, MPO's and COG's, and transportation authorities.
- Collected data for more than 15 different software platforms, ranging from our own proprietary systems, to 3rd party programs including Cartegraph, PAVER, Lucity, Cityworks, and others.
- Developed the data collection tools that set the standard for comprehensive automated and objective surveys.

1.3 IMS TEAM ORGANIZATION AND LEADERSHIP

The IMS team is built around a core group of key project members that stay with the project from inception through to delivery of the final results. It is where decisions are assessed, implemented, and follow-up completed. The project will be led by Project Principal, Stephen Smith, and includes multiple registered professional engineers. The core team, led by Stephen Smith, P.E. and Mark Kramer, P.E., Principals, also includes David Butler, P.E. as the Quality Assurance Manager, Zac Thomason as the Project Director, and Springfield, Missouri resident Jeff Myers as the Client Services Manager. The project Principal will be available for real time communication, and in the chance that he cannot be reached, the Customer Services Manager will be available to assist wherever necessary. IMS frequently conducts training through WebEx or onsite for all user groups.



The project Principal will be available for real time communication, and in the chance that he cannot be reached, the Customer Services Manager will be available to assist wherever necessary. IMS frequently conducts training through WebEx or onsite for all user groups.

The team is structured into two streams that follow the logical work activities and flow of the project. Each work stream is headed by a specialist in their respective field of practice. For this assignment, activities relating to the acquisition and quality of field data are undertaken and managed by David Butler. David was selected for this role due to his 250,000 miles and over 30 years of technical data management experience. John Day will coordinate the RST field program and implement the initial data processing preparations. Marty Shaeffer will manage the GIS linkage and optional activities such as asset inventories and image deliverables. Roy Barkman, P.E. and David Butler, P.E. will manage the post-processing routines, pavement condition data formatting, and verification programs.

We purposefully separated the field surveys from the data management and consulting functions in order to ensure the continual flow of data from the field, through post processing, and then on to the client. We believe that the person who collects the data cannot be the same one who validates the data.

The entire team will operate under the direction of Principal Engineers Stephen Smith and Mark Kramer. This project organization has been intact at IMS for over 15 years, providing a team approach that is proven and effective in delivering customized pavement management programs. The IMS team is organized and based on a few mission critical items:

- Nearly 100 years of combined engineering and project management experience with a focus on pavement and right-of-way asset data collection projects. IMS staff has experience in roadway design, construction, municipal engineering and pavement analysis puts him in a strong position to develop real world solutions and budgets.
- IMS staff understands the need and constraints of the modern public agency. Our knowledge of industry software modules, their strengths and weaknesses, will provide the County with a unique perspective on the implementation of a Pavement Management System.

1.4 TECHNICAL STAFF QUALIFICATIONS

The project roles, qualifications, and responsibilities of the key team members are highlighted and summarized below.

Team Member	Project Role & Experience
<p>Stephen Smith, P.E. Project Principal <u>Summary:</u> 18 Years with IMS Automated Data: Yes Pavement Management: Yes Software Evaluation: Yes ROW Assets: Yes Software Implementation: Yes P.E. in 3 States</p>	<p>Responsible for ensuring technical resources are available for the data collection and processing, and then directly involved with the pavement analysis and reporting. Stephen will be integral throughout the analysis and reporting phase. Stephen will also ensure that the project remains on time and that the final report is reviewed with County staff.</p> <ul style="list-style-type: none">• <i>B.S. in Civil Engineering, over 30 years engineering experience.</i>• <i>P.E. in Arizona, Delaware and P.Eng. in Alberta and Saskatchewan.</i>• <i>18 years specializing in pavement and right of way asset management for cities and counties.</i>• <i>In excess of 100 pavement and right of way asset management and implementation projects in the last 5 years. Most involve development of inventories, GIS integration, analysis and reporting, and asset management systems.</i>• <i>In excess of 300,000 miles of data collection and QA/QC using automated, manual and sampling technologies.</i> <p>Recent projects include: Branson, Springfield, Kirksville, & Creve Coeur, MO; Bonner Springs, Leawood, Hutchinson, Manhattan, Wyandotte County & Hays KS; Oklahoma County, Broken Arrow, Norman, Bartlesville, Ada & Edmond, OK; Eules, Pearland, Huntsville, Flower Mound</p>
<p>David Butler, P.E. Sr. Engineer Quality Assurance Manager <u>Summary:</u> 32 Years with IMS Automated Data: Yes Pavement Management: Yes Software Evaluation: Yes ROW Assets: Yes Software Implementation: Yes P.E. in 7 States</p>	<p>David is responsible for ensuring the prepared inventory and processed pavement condition data meets IMS's rigorous QA standards. He works closely with the Project Engineer to ensure the data meets the deliverable requirements. Should the County select to perform sub-grade data collection, he will implement the QA/QC process for the surveys.</p> <ul style="list-style-type: none">• <i>B.S. in Civil Engineering, over 30 years engineering experience.</i>• <i>Over 25 years specializing in pavement and right of way asset condition surveys, software implementation, analysis, and training.</i>• <i>Data collection, inspection and QA/QC of well over 200,000 miles of roadways in all regions of the country.</i>• <i>Participation in ASTM sub-committee E1741, TRB sub-committee AFD20 on pavement monitoring, valuation.</i> <p>Recent projects include: Branson, Springfield, Kirksville, & Creve Coeur, MO; Bonner Springs, Leawood, Hutchinson, Manhattan, Wyandotte County & Hays KS; Oklahoma County, Broken Arrow, Norman, Bartlesville, Ada & Edmond, OK; Pearland, Huntsville, Flower Mound, Denton & Weatherford, TX.</p>

Marty Shaeffer, P.E.

GIS & ROW Manager

Summary:

12 Years with IMS

3rd Party Software: Yes

GIS: Yes

Software Evaluation: Yes

ROW Assets: Yes

Marty is a professional engineer who has spent the last 17 years dedicated to GIS technology. He is responsible for ensuring accurate linkage of the IMS data to the County's existing GIS and works closely with the Project Engineer. Marty also facilitates the processing of RST imagery and the development of image deliverables and ROW asset inventories.

- *B.S. in Civil Engineering, 27 years engineering experience.*
- *15+ years specializing in GIS mapping.*
- *P.E. in California, New Mexico, & Arizona.*
- *Registered AutoCAD Developer and member of the American Society of Civil Engineers.*

Recent projects include: Branson, Springfield, Kirksville, & Creve Coeur, MO; Bonner Springs, Hutchinson, Manhattan, Wyandotte County & Hays KS

Roy Barkman, P.E.

Project Engineer

Summary:

6 Years with IMS

3rd Party Software: Yes

Automated Data: Yes

Pavement Management: Yes

Software Evaluation: Yes

ROW Assets: Yes

Roy will be responsible for ensuring the facilitation of data throughout the entire project. His responsibilities begin with ensuring accurate network referencing and end with the processing of raw field data into meaningful results.

- *B.S. in Civil Engineering*
- *7+ years of municipal and private firm experience focused on asset management, roadway design, and land development*
- *P.E. in Arizona*

Recent projects include: Branson, Springfield, Kirksville, & Creve Coeur, MO; Bonner Springs, Hutchinson, Manhattan, Wyandotte County & Hays KS

Jeff Myers, M.S.A.

Client Services Manager

Summary:

3rd Party Software: Yes

Automated Data: Yes

Pavement Management: Yes

Software Evaluation: Yes

Jeff is responsible for overall project and client management activities. He develops the project scope, schedule, team, and ensures the scope is adhered to throughout the project. Jeff works very closely with the Project Principal and is considered a primary point of contact for our clients.

- *Master's Accounting, University of Phoenix, 2011 (Magna Cum Laude)*
- *BS Economics, Missouri State University*
- *CFM (Certified Financial Manager), Regan School of Business*

Recent projects include: Andover and Derby, KS. Celina, Denton, Denton County, Beaumont, TX; Lincoln County, SD; Fayetteville, AR;

Zac Thomason, M.B.A.

Client Services Manager

Summary:

12 Years with IMS

3rd Party Software: Yes

Automated Data: Yes

Pavement Management: Yes

ROW Assets: Yes

Zac is responsible for overall project and client management activities. He develops the project scope, schedule, team, and ensures the scope is adhered to throughout the project. Zac works very closely with the Project Principal and is considered a primary point of contact for our clients.

- *B.S. in Global Business from Arizona State University*
- *Master's in Business Administration*
- *12+ years of project management experience in the engineering industry.*
- *Has led over 150 successful pavement management assignments*

Recent projects include: Branson, Springfield, Kirksville, & Creve Coeur, MO; Bonner Springs, Leawood, Hutchinson, KS;

1.5 PROJECT PROFILES AND REFERENCES

With over 30 years of dedicated pavement management experience, IMS as an organization has completed similar assignments all across the United States. Since 2004 alone, IMS has completed over 800 pavement management assignments. Some of our local focus in Missouri and Kansas has been with Kirksville, Creve Coeur, Bridgeton, St. Charles, Branson, Springfield, Wyandotte County, Bonner Springs, Hutchinson, Leawood, and many others. In addition, IMS was recently awarded a pavement management implementation assignment in Fayetteville, Arkansas.

Our philosophy is based on the provision of quality pavement condition data for the implementation of multiyear pavement management plans. IMS serves as the dedicated pavement and asset management firm for municipalities large (Atlanta, GA) and small (Bonner Springs, KS). Presented below are a few projects illustrating IMS' capabilities to implement and update comprehensive pavement management systems of a relative size.



City of Springfield, MO: In 2016, IMS and the City of Springfield teamed to complete a pavement management program update for the City's network. IMS performed a pavement condition analysis covering the City's 1040 miles of roadways. IMS mobilized the Laser RST to collect ASTM D6433 condition data to return to City staff for their analysis efforts. IMS teamed up with the City again in 2017, and is in the process of completing a full sidewalk condition assessment project for the entirety of the City's 700 mile network.

Wyandotte County, KS: Awarded to IMS in 2017, the Wyandotte County scope of services was developed to include data collection and the delivery into their Lucity application. In 2017, IMS mobilized the Laser RST to survey all of the County's roadways, approximately 1,902 linear miles. The IMS team performed a comprehensive pavement and asset management implementation program that includes pavement data collection, Lucity integration, GIS/Lucity clean up services, pavement analysis modeling, development of a 5-year pavement analysis, and substantial Right of Way asset development.

City and County of Denver, CO: In 2013, IMS teamed with our software partner, Deighton & Associates, for the completion of pavement condition ratings for the City's entire roadway network, consisting of 645 miles. IMS collected the data and delivered the results to Deighton for load into the City's pavement management module. Digital images were also delivered to the City. In 2107, IMS was selected to expand data collection for the County to 2,550 miles, again providing images as well as a final report detailing the findings of the survey.

Additional Regional projects recently performed by IMS include:

- Branson, MO
- Bridgeton, MO
- St. Charles, MO
- Hutchinson, KS
- Wyandotte County, KS
- Derby, KS
- Johnson County, KS
- Fayetteville, AR
- Edmond, OK
- Ada, OK
- Enid, OK
- Stillwater, OK
- Oklahoma County, OK
- Guymon, OK
- Shawnee, OK

References

City of Kirksville, MO (2016)

Contact: Ray Sandstrom, Street Supervisor

Email: rsandstrom@kirksvillecity.com

Phone: (660) 988-4325

In 2015, IMS partnered with the City of Kirksville to perform a pavement data collection project. IMS surveyed approximately 129 test miles for the City using the Laser RST. In addition to the data collection, our team also provided them with a subsurface analysis of their pavement strength; this was completed using our Dynaflect Device. After completion of the data collection and subsurface analysis, IMS provided the city with a comprehensive and robust pavement management report and analysis. The project was completed and delivered into the Interactive Spreadsheet, ESA. IMS also integrated drainage into the 5-year rehabilitation plan using City input.

City of Branson, MO (2015)

Contact: Keith Francis, Public Works Director

Email: kfrancis@bransonmo.gov

Phone: (417) 243-2727

In 2015, the City of Branson selected IMS for a pavement distress survey of approximately 142 miles of roadway. IMS performed data collection with the laser RST as well as sub-grade testing with the deflectometer. Roadway geometrics, curb and gutter assessment, right-of-way asset data, an ADA ramp inventory, and forward view imagery at 25-foot intervals was delivered and fully integrated with their GIS upon completion of the data processing phase of the project. IMS has loaded all of the City's pavement data into their Easy Street Analysis spreadsheet.

City of Bridgeton, MO (2017)

Contact: Robert Gunn, P.E., Director of Public Works

Email: rgunn@bridgetonmo.com

Phone: (314) 739-3456

In 2017, Bridgeton selected IMS to implement a pavement management program. IMS surveyed the City's entire pavement network resulting in 75 test miles driven by the Laser RST, with 25 miles of deflection testing using their Dynaflect. In addition to developing the pavement condition inventory, they delivered HD digital images every 25', as well as developing an inventory of ADA ramps. IMS delivered an analysis and report, and gave a council presentation. After the field surveys were completed, the data was processed and formatted for loading into the IMS Easy Street Analysis application. The data was linked to the City's GIS and analyzed by IMS engineers. IMS staff then performed software training.

City of Creve Coeur, MO (2015)

Contact: Matt Wohlberg, PE.

Email: mwohlberg@ci.creve-coeur.mo.us

Phone: (314) 872-2505

In 2015, IMS was chosen to be Creve Coeur's dedicated pavement management firm. IMS mobilized our Laser RST to perform a pavement distress survey on approximately 98 miles of roadway. A Dynaflect detected deflection data for a pavement structure analysis on 17 miles of roadway. The pavement distress data was collected, processed, and formatted specifically for each City's existing Lucity pavement management software. Upon completion of the data processing, GIS linkage, and load to Lucity, IMS completed a detailed pavement management analysis, a report for the City staff to review, and also delivered a council presentation to the City.

2.0 IMS APPROACH AND METHODOLOGY

2.1 UNDERSTANDING THE SCOPE OF THIS ASSIGNMENT

Street Network Inventory & GIS Integration – The Jackson County street network consists of 218 centerline miles of roadway and IMS will perform a linear pavement distress survey on 100% of the paved roadway network length. For the Jackson County assignment, the Laser RST will survey all 2 lane roadways in a single pass test and two pass test any roadways greater than or equal to 4-lanes in an effort to capture adequate right of way imagery, resulting in 256 survey miles.

IMS will begin the project by adopting the County's existing pavement database (as available) and GIS in an effort to prepare the survey inventory for field data collection. New streets will be added and the County's pavement inventory will be reviewed to ensure it meets pavement management requirements. If needed, IMS can also develop the network wide segmentation on a logical intersection-to-intersection basis. The IMS surveys are **tightly coupled** with the County's existing GIS environment resulting in a seamless transition of data that is linked to a unique identifier in the County's GIS.

Objective Pavement Distress Survey – *IMS is unique to the industry, as an objective and repeatable ASTM D6433 pavement data collection effort will be completed.* Instead of using the subjective feet on ground or windshield sampling method, all data will be collected continuously and recorded in 100-foot intervals in the form of a detailed database complete with GPS coordinates. The detailed data will then be summarized at the segment level (intersection-to-intersection) to develop the pavement distress index for each roadway segment.

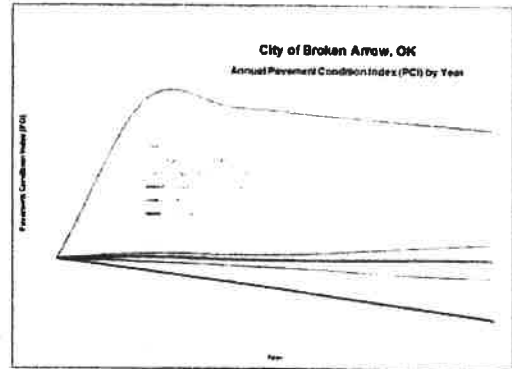
Advanced Technology – The laser camera array (LCA) contains 11 lasers capable of collecting automated pavement condition data in the form of roughness to International Roughness Index (IRI) standards, dual wheel path rutting, transverse cracking, block cracking, alligator cracking and texture. The Direct Digital Condition Rating System (DDCRS) is a touch screen tablet that allows the user to define what information (distresses, attributes, & asset information) will be collected and how it will be quantified.

HD Video – IMS can utilize up to seven GPS referenced HD camera views (1920x1080) for our QA/QC program, ROW asset inventory development, virtual drives, and/or other image deliverables. For the Jackson County project, IMS suggests a minimum of four HD cameras that will be proofed out prior to data collection. The views can include the Center Forward, Passenger Front, and Rear Adjacent ROW, and Rear Downward views that can be utilized by the Project Engineer during the IMS QA/QC program. At a minimum, these 4 views will be processed in 20 – 25 foot intervals and linked to GIS in the form of a Personal Geodatabase that will be delivered to the County. Additional views can be added at the discretion of County staff as well.

Data Processing, Formatting, and County Review – We will deliver the condition data to County staff into an easy to navigate Excel spreadsheet, complete with graphs and descriptive terms such as Good/Fair/Poor. The detailed PCI extent and severity distress data is also aggregated into an easy to understand 0-10 index to assist in County review. *The condition data is delivered as a Personal Geodatabase, a series of shape files, and KMZ files to ensure County staff comfort with the data outputs prior to the analysis.*

Pavement Analysis Configuration – While the parameters of the pavement analysis are largely driven by the County needs and survey data, the focus of this project is to develop a comprehensive multi-year rehabilitation plan that targets the County of Jackson maintained roadways, allowing County staff to prioritize roadways based on the need and priority. This function aids in allocating the correct funds to the streets that need rehabilitation the most.

A solid pavement management program will allow the rehabilitation plan to be prioritized based on County priorities as they relate to functional classification, pavement type, structural adequacy, and geography. The ability to also utilize deflection data and/or the sum of load associated surface defects (alligator, longitudinal, and edge cracking; rutting, distortions, and patching/potholes) for the development of the structural index (SI) is also beneficial. *In addition, the deterioration curves should be modeled for Jackson County with the integration of critical set points that catch roadways before they fall into a more expensive*



treatment category. This is how we introduce cost of deferment into municipal optimization techniques. While the parameters described above can be completed by the IMS Interactive Spreadsheet (ESA) and select 3rd party applications, they cannot be adopted by applications such as MicroPAVER and/or StreetSaver which rely heavily on worst-first and scheduled activity prioritization.

Each participating agency will receive their very own copy of the engineered ESA software solution and the rehabilitation strategy triggers will be customized for each agency as well. The ESA interactive spreadsheet is an open architecture solution that can evolve with agency priorities. The idea is to eliminate the rigid black box nature of many pavement management programs.

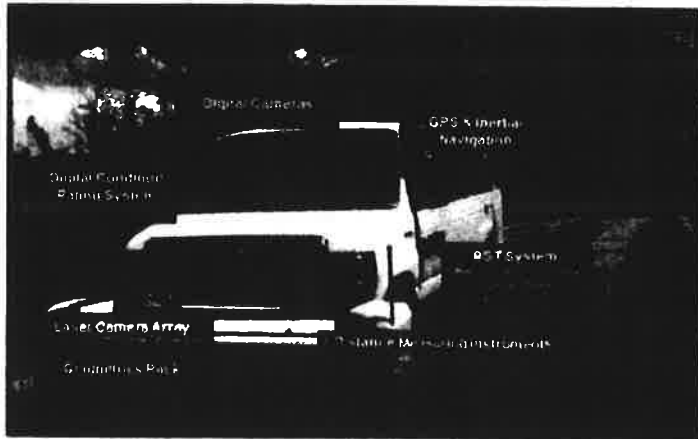
Optional Cartegraph Data Load/Integration – While IMS is proposing the detailed pavement condition data will be loaded to Easy Street Analysis for delivery to the City, IMS has the experience and capability to deliver the data into the County's Cartegraph application as well. IMS has the ability to enhance upon the typical Cartegraph analysis through the integration of roughness in the form of IRI, structural integrity (using deflection data or the presence of load associated distresses), and project development ranging from an Onstreet approach to a neighborhood plan based on spatial efficiency and geography.

Optional Report & Council Presentation – With the analysis complete and approved by County staff, IMS will aggregate the information into a bound report that reviews the concepts of pavement management, PCI calculations, condition results, network value, operating parameters of the analysis, budget scenarios, and multi-year pavement management reports. The analysis and report will go through several iterations of review before being finalized and presented to County staff.

IMS can also provide an onsite council presentation/ workshop to educate elected officials on the benefits of pavement management and preventative maintenance. In addition, an IMS presentation reviews the results of the survey in an easy to understand manner such that all attendees can follow the logic of the project without having to be an expert. The idea is to simplify pavement management, not make it needlessly complicated and difficult to understand.

2.2 OBJECTIVE ASTM D6433 PAVEMENT DISTRESS ACQUISITION

The IMS fleet of pavement performance equipment includes four Laser Road Surface Testers, two Dynaflect Devices, and three Sidewalk Surface Testers. For this survey, we propose to use one Laser Road Surface Tester (RST) enhanced with HD digital imagery and GPS capabilities. The RST, with its 11 laser sensors is capable of collecting a full array of pavement condition data complete with high accuracy GPS coordinates and multiple view digital images for both rigid



and flexible pavements (in real time), as it traverses the roadway. An integrated Digital Condition Rating Subsystem supplements the RST data for additional distress data elements, quality assurance and inventory information. Specialized data processing, using GIS as its backbone, allows the pavement data to be quickly checked for completeness and quality.

The main components of the enhanced RST are:

- A transducer bar with an array of 11 laser cameras, rate gyroscopes, inclinometers and accelerometers to measure pavement roughness, rutting, cracking, and geometrics.
- Touchscreen DDCRS that is customized to collect a variety of roadway attributes and extent-severity based pavement distresses through trained operator input.
- Up to 7 HD digital cameras can be mounted for forward, side, downward, and right-of-way views.
- Ability to collect dual wheel path roughness to International Roughness Index (IRI) standards.
- High accuracy Global Positioning System (GPS) receiver with inertial navigation for geo-locating of pavement and asset information with excellent accuracy.
- Dual distance measuring instruments to measure linear distances to within +/- 0.5%.
- Built-in software and on-board processors to develop roadway inventories, time code integration, and system monitors.

The Laser RST travels at the posted speed limit and thus does not affect the free flow of traffic. This is important as it allows IMS to:

- Collect data in a timely fashion without having to trade-off accuracy for production.
- Work from a safe, protected environment without risk to the data collectors.
- Eliminate the need to implement traffic control, close lanes or attempt to collect the data from the sidewalk or dodge traffic.
- Collect, validate, and safeguard large volumes of data without the need for transposing data from portable data collection units or paper.

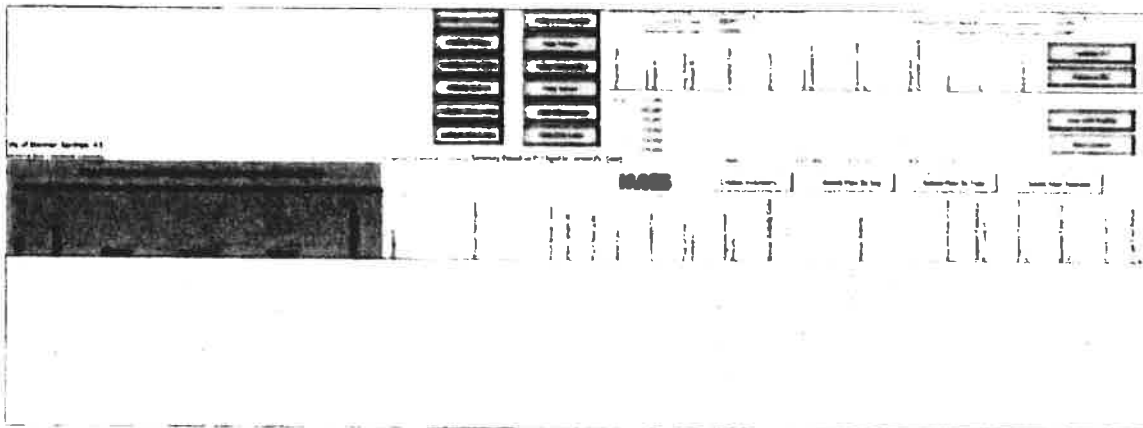
The Laser Camera Array (LCA) also automatically collects transverse cracking, block cracking, alligator cracking, distortions, roughness, geometrics, and texture. The laser camera technology automatically detects cracks and minute variances in the pavement surface. Thus, the LCA greatly diminishes the subjective nature of PCI data collection performed by image-based surveys.

2.3 EASY STREET ANALYSIS (ESA) SOFTWARE ALTERNATIVE

For this assignment, it is imperative that County staff have access to the pavement condition and analysis results without having to become software experts. While IMS is a leading expert with most 3rd party pavement management applications (i.e. CarteGraph, PAVER, Lucity, & many others) as mentioned in previous sections, we have engineered a robust and easy to use interactive Excel spreadsheet that utilizes the core metrics of any great pavement management system such as the ability to prioritize and optimize the multi-year plans. While the IMS base scope includes the supply and training of the Easy Street Analysis (ESA) software, IMS is also well versed with Cartegraph software data collection projects should the County prefer the legacy application.

The ESA spreadsheet will be programmed to develop a multi-year maintenance and rehabilitation plan using "cost of deferral" as a rehabilitation candidate selection constraint in an effort to introduce cost-benefit techniques into the County's pavement management plan. In addition, the ESA spreadsheet will have referenced deterioration curves for each functional classification, pavement type, and even pavement strength rating. The power of having the data in such an open architecture fashion allows the County to utilize 3rd party software in the future if desired. The spreadsheet will also contain a full suite of maintenance and rehabilitation techniques, unit rates, and associated PCI resets. The parameters of the analysis (Priority Weighting Factors) can also be modified and reprioritized on the fly. This will allow the County's data to evolve with the priorities of elected officials and department staff. Programmed priority weighting factors include functional classification, pavement type, and pavement strength while actual candidate selection is based on the incremental cost of deferral.

As seen in the image below, the analysis data in the spreadsheet is supplemented with many cells highlighted in yellow. The yellow highlighted cells simply indicate that they are "HOT" and can be modified by the end user. Two of the yellow cells shown below represent the Annual Budget and the Project ID. The Annual Budget cell can be modified with a new budget and the 5-year plan will automatically re-prioritize on the fly. While IMS will have already aggregated the County's segments (intersection-to-intersection) into viable projects (multiple segments strung together to form a logical project), the user has the ability to aggregate additional segments into a project or even remove a segment from a project without having to become a software expert.



ESA Functionality: Project Completion and PCI Overrides

The spreadsheet also allows an agency to re-fresh the 5-year plan by entering the maintenance and rehabilitation work completed. As seen in the image below, the spreadsheet is supplemented with "PCI Override" functionality. When work is completed on a particular segment, the user simply inserts the override PCI value along with a date. The spreadsheet then removes the segment from the 5-year plan and updates all referenced network PCI averages.

Pavement Condition Summary

										Today:	3/30/2015
										Current Network PCI:	74
Surface Distress Index (SDI)	Roughness Index (RI)	Pavement Condition Index (PCI)	PCI Survey Date	Strength Rating	Condition Rating	Load Associated Deducts (LADD)	Non-Load Associated Deducts (NLAD)	PCI Override	PCI Override Date	Current PCI	
74	53	67	6/1/2014	MOD	Good	0	0			66	
55	63	57	6/1/2014	MOD	Fair	27	18			55	
70	63	68	6/1/2014	MOD	Good	19	10			66	

Other features of the IMS Easy Street Analysis spreadsheet are as follows:

- Red triangle tips that trigger a dialogue box explaining cell contents.
- Ability to add new road segments and attributes on the fly.
- Modifiable distress indices for County field inspections.
- Input work completed and override segment level PCI scores.
- Prioritize by neighborhoods, zones, or districts.
- Ability to modify project lengths – includes aggregating and splits.
- Commit projects and force "Must Do's" or "Must Never Do".
- Program varying annual budgets over a 5-year horizon.
- Commit a percentage of the budget to surface treatments if desired.
- Automated rehab plan prioritization and optimization.
- Macros that automatically sort and filter simple rehab and inventory lists.
- Ability to sync the spreadsheet with the Data Viewer through a .CSV file export.

While the spreadsheet is not meant to replace asset management systems, it is a comprehensive open architecture system, that is highly customizable pavement management program. However, if an enterprise asset management system is still desired, IMS can assess all other available 3rd party solutions and assist County staff with selection.

2.4 IMS PAVEMENT ANALYSIS & MULTI-YEAR REPORT

Immediately following the completion of the field surveys, IMS will begin processing the pavement distress severity and extent scores in an effort to develop the Pavement Condition Index (PCI) for each roadway segment. The condition results are analyzed by a team of IMS engineers, who then develop the County's 5-year pavement management rehabilitation plan. This section provides a brief summary of the functionality of an IMS enhanced analysis in order to emphasize our implementation expertise as well as the abilities and constraints within a pavement analysis.

The pavement analysis operating parameters described within this section will be delivered in an easy to understand Interactive Excel spreadsheet including the segment PCI data, pavement deterioration curves, triggers (priority weight factors), and the prioritized 5-year plan. The result is an optimized 5-year plan that is open sourced and can easily be managed by Jackson County staff. Select pavement management systems can also be configured using the analysis parameters described below and can be discussed as alternative options if desired by the County.

An unlimited number of pavement maintenance and rehabilitation strategies can be defined within the Easy Street Analysis (ESA) spreadsheet. An analysis is then run, incorporating the performance curves, set points, filter criteria, and rehab alternatives to identify the overall need in terms of rehab strategies and costs for the road network, for today as well as year on year for the next 5 years.

The IMS approach allows you to input any number of "what if" budget scenarios and produce prioritized yearly rehab programs based on those funding levels over a 5-year analysis period. Typical budget scenarios include Budget \$/Year, Unlimited Budget \$, "Do Nothing" Budget, and a Target PCI Budget. Jackson County can rest assured that the pavement analysis will not be created utilizing a "Black Box" software program that does not factor in local realities, priorities, and level of service policies.

What is included in an IMS analysis?

- *Present condition ranking* – detailed and summary condition data including; Good/Fair/Poor, Load Associated Distresses (LAD), Non-LAD, and Project reviews of each street in the network.
- *Fix all budget analysis* – this identifies the upper limit of spending by rehabilitating all streets assuming unlimited funding.
- *Do nothing analysis* – this identifies the effects of not performing roadway rehabilitation projects.
- *Steady state rehabilitation life cycle analysis* – this identifies the minimum amount of rehabilitation that must be completed in order to maintain the existing level of service over 3, 5, or 10 years.
- *PCI & funding levels* – what funding will be necessary to maintain a PCI of 65, 70, & 75.
- *Plus or minus 50% and other additional runs* – additional budget runs are completed at rates of +50% and -50% of the suggested steady state analysis. Up to 10 budget scenarios will be run.
- *Integration of capital projects and Master Plans* – ongoing and proposed projects that affect roadway rehabilitation planning will be incorporated into the analysis.
- *Draft 5-year rehabilitation and prioritized paving plans* – based on need, available budget and level of service constraints; a minimum of three budget runs will be completed.
- *Final prioritized paving plan* – incorporating feedback from stakeholder departments and utilities, complete with budget and level of service constraints.

2.5 QUALITY ASSURANCE THROUGHOUT THE PROJECT

The strength of the Laser RST platform is best demonstrated by its ability to collect and verify a wide array of HD digital images, GPS coordinates, and pavement distresses in a single pass. Through the integration of a Digital Condition Rating Subsystem (DCRS), the laser array, and the GPS system – the RST can collect the required data elements with one sensor, and then often check the validity of the data with another. The QA/QC review phases below summarize how each data element is collected, quantified, and verified.

At the start of the survey:

- A Project Information Form (PIF) will be created that details the survey scope and data to be collected.
- The project protocols will be documented and approved.
- The PIF will be compared against the RST set up and the data collection protocols.
- Equipment is calibrated.
- Field crew meets with the client to review the maps and overall project.

On a daily basis:

- Equipment is calibrated and daily reports completed.
- All sensors are continually monitored to ensure they are receiving data in specification.
- The RST operator also manually monitors the digital images, GPS, DDCRS, and laser data.
- Production is tracked and records of coverage are taken – each street is noted on the inventory and map, as well as through GPS and assignment of the RST Number.
- A precision verification plan and corrective action plan is also followed as necessary.
- All data is backed up and sent for processing.

At the end of the survey:

- Field crew meets with the client again to review the maps and overall project.
- Data production and coverage is reviewed to ensure all streets have been captured.
- Up to 1% of the data is field verified.

After data collection:

- The data is scrubbed and processed for anomaly reduction.
- The data is verified by the Project Engineer using in-house QA/QC tools.
- The detailed 100-foot data is aggregated into the approved segmentation for client review.
- The data will be run through a "PCI Calculator" and "Index" aggregator for client review purposes.
- The final deliverable format is populated and QA'd by the Project Principal who reviews the textural data and compare it to the high definition imagery collected in the field.
- Final format is confirmed and delivered to the County for review.

Ensuring consistent quality of pavement and asset condition data is just as important as collecting the data. Each step in the data collection process has been designed to require the data to pass a certain standard or validation before moving on to the next stage, or be returned to the source for correction.

2.6 GIS INTEGRATION & MAPPING

The role of GIS in asset management cannot be overstated. It is a powerful tool that provides the ability to handle and present vast amounts of data in an efficient manner. Not only does GIS allow an agency to visually plot textural data, it also establishes an easy access portal to the data through an efficient integration with many 3rd party asset management applications.

IMS kicks off every project by completing a review of the County's GIS environment to assess suitability for network referencing, survey map preparation, and pavement management purposes. Our team will consume the County's existing GIS centerline files and pavement management inventory.

While IMS will process all data on a block-to-block and/or intersection-to-intersection basis, the final data can be rolled up to match the existing segment limits or new projects can be developed.

The data collected by IMS is linked to the existing GIS environment and is supplied as a personal geodatabase, spatial database engine, Auto CAD files, or a series of shape files. IMS collects XY coordinates for all data elements using GPS technology coupled with inertial navigation and integrates with most third party GIS applications, including ESRI.

At a minimum, the GIS supplied by the participating agencies should have an ownership attribute, Segment ID's, functional classifications, contiguous line work, and be in a digital format such as shape files and/or personal/file geodatabases. As a supplemental task, IMS also offers full service "GIS Clean-Up" and "Functional Class Review" activities for agencies that require additional GIS development above and beyond standard network referencing activities.

For this assignment, GIS will be used in four key areas of work:

1. GIS will be used to verify the streets to be surveyed and to create the routing maps for use during the field surveys.
2. The survey productivity will be tracked through the plotting of the GPS data collected during the field surveys. This will allow IMS to review all streets that have been covered, identify anomalies in the referencing, and spot missed streets.
3. GIS will be used in processing the distress and inventory data. By plotting the data, we can QA the data and identify data exceptions in addition to proofing out the GIS.
4. Personal geodatabases, spatial database engines, shape and/or KML files, can be created for the visual presentation of condition data and analysis results.

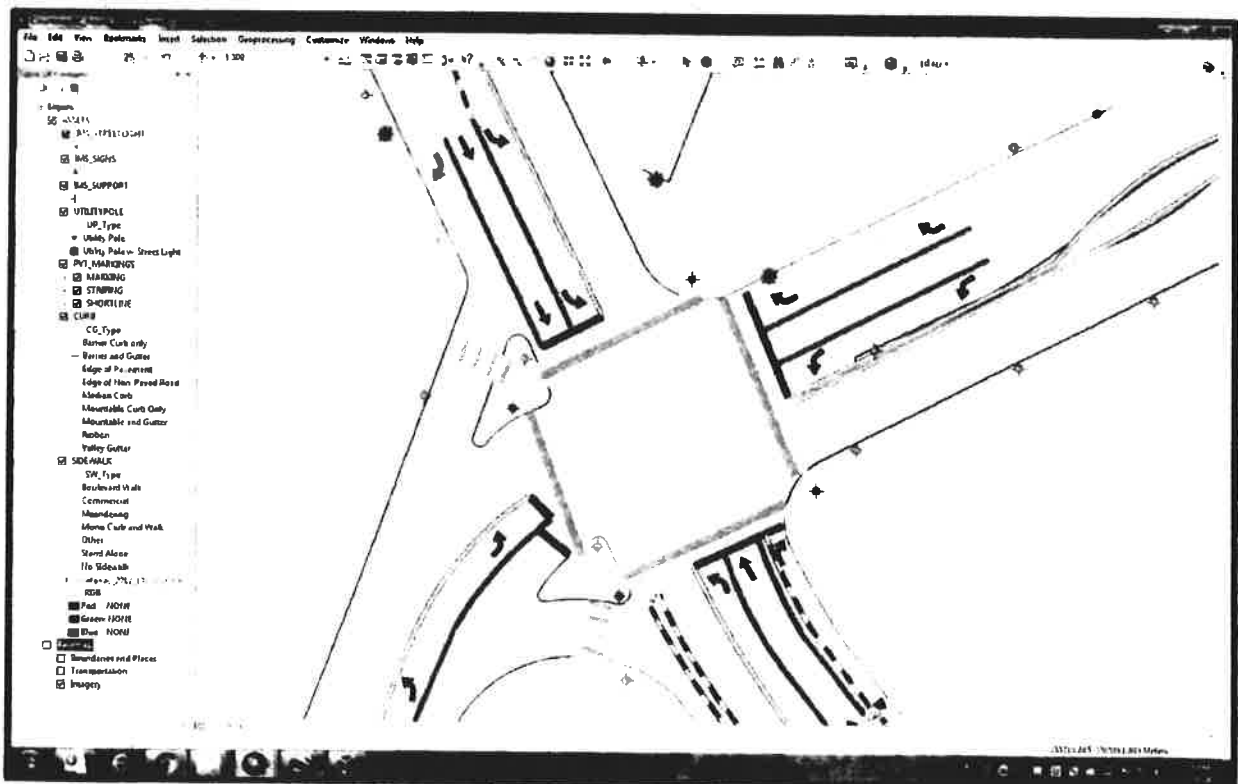


2.7 OPTIONAL RIGHT-OF-WAY ASSET INVENTORIES

The IMS Laser RST uses high-end GPS coordinate data and HD digital cameras positioned so that all assets/attributes requiring data capture are visible with the front, side, and rear cameras. For Jackson County, IMS can collect information for traffic signs, sidewalks, ADA ramps, curb & gutter/ditches, pavement markings, signals, inlets, guardrails, and many other ROW assets. *ROW asset inventories are supplemented with air photos and GIS to ensure positional accuracy.* The IMS technology is an open architecture system that allows virtually any type of asset to be defined for collection of location, attribute, and condition data. Once an asset is observed, the operator toggles to the individual record input screen and proceeds to input the appropriate attribute and associated information. Wherever possible, “pick lists” are employed to streamline the data entry function and provide uniform, high quality data. IMS confirms the feature attributes to be collected with the client prior to data collection.

The images and GPS data are merged on a frame-by-frame basis. The images are then post-processed using a specialty piece of GIS and image viewing software. Using RST imagery, the existing centerline GIS, and aerial photography, IMS spatially plots each right-of-way asset in its real world location. It is important to note that all ROW asset data will be processed by IMS and will not be subcontracted overseas for processing

Prior to commencing the optional ROW asset inventories, a document called the **Master Asset List (MAL)** will be developed, using each applicable exhibit as a starting point. The MAL defines what assets or inventory items are to be logged and what attributes will be extracted. The MAL also defines the methodology for condition rating each asset. The image below depicts an IMS asset inventory of sidewalks, ADA ramps, pavement striping and markings, traffic signs, and crosswalks.



3.0 IMS WORK PLAN AND SCHEDULE

3.1 IMS WORK PLAN

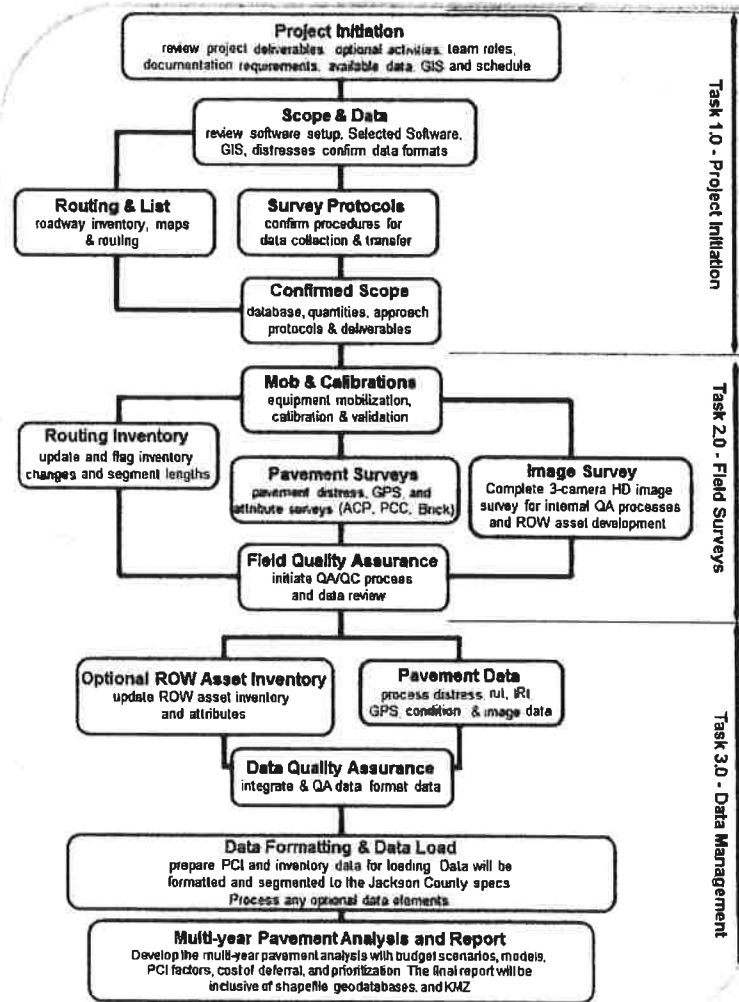
Over the course of implementing and collecting roadway and asset data for well over 800 transportation and municipal agencies, IMS has developed a logical sequence of activities to effectively obtain the greatest efficiency for each project. IMS will use a series of **Task Activities** to define a work plan and then assign appropriate resources to fulfill the contractual requirements, schedule, and budget. The tasks are used to monitor performance and productivity, and link them directly to a contract unit of measure.

For this assignment, we have developed three tasks, each with numerous activities and deliverables within them. The three tasks are:

Project Initiation – this task will set the tone for the overall assignment, as well as document the scope, deliverables and formats. Project initiation will also include the software evaluation in an effort to establish the correct data collection protocols prior to mobilization.

Field Surveys – this task is the heart of the project and encompasses all activities relating to the Laser RST surveys. Starting with the equipment calibration, the field surveys have been designed to collect the most data in the most efficient manner possible. Field surveys will also be used to undertake quality assurance activities that relate to network coverage, and image quality validation.

Data Management – this is the task that takes the raw information collected in the field, and processes it into a series of deliverables. This task will also complete the quality assurance and quality control, data processing, formatting, data loading, image deliverable processing, software integration, completion of the pavement analysis and report, and delivery of the final council presentation.



Task 1 - Project Initiation

This task will be used to set the working environment for the project and finalize the project scope and schedule. The task will also be used to allow the Jackson County team members to become more familiar with the IMS approach, data collection, QA process, and proposed analysis.

IMS will schedule a meeting with County staff to discuss the following task activities:

- Introduction of the project team, roles, and relationships. Confirm goals and objectives.
- Review project documentation including insurance requirements, permits, safety, Project Information Form, and any other client documentation.
- Conduct an introductory information seminar with key project participants.
- Review existing pavement data, level of implementation, current configuration, and user skill set.
- Evaluate software options and compare them against County needs.
- Review quality assurance plan with County staff.
- Identify and confirm existing database quality.
- Confirm preferred delivery methodology for Jackson County and deliverable format.
- Confirm roadways to be surveyed, as well as referencing, length and directional issues.
- Work with County staff so they are comfortable with the overall project and data collection.

Deliverables: *Optional Kick-off meeting & scope confirmation
Roads list and roadway inventory maps.*

Task 2 - Field Surveys

The object of this task is to complete a field data collection program for acquiring representative pavement condition, inventory and attribute data, imagery, and initiate the QA/QC process.

Roadway Attributes

- Route name, from – to description, test section length (and any variation from published values), direction & survey lane.
- Update the road inventory – include attributes such as pavement type, width, & length.
- Surface type (and any changes within a section) and date.
- Length – collect and confirm length via distance measurements and GPS coordinates.
- GPS Survey – collect and distribute GPS data (used for data processing and QA/QC).

Roadway Distresses

- All distresses are rated as per ASTM protocols.
- Cracking – identify alligator, map, longitudinal, transverse, and edge cracking; divided/shattered slab, corner break, and joint spalling. Quantify them by extent & severity through the LCA.
- Rutting – continuously measure the depth of wheel path rutting.
- Roughness Survey – collect and calculate International Roughness Index at defined intervals.
- Pavement distresses – distresses such as raveling, patching & potholes, bleeding, faulting, polished aggregate, scaling, and distortions. Each will be quantified by severity and extent.
- Cross slope, radius of curvature and grade are measured.

Deliverables: *Completion of network data collection effort.*

Task 3 - Data Management

The main components to this task are assembly, processing, and verification of the network segmentation and pavement condition data for the development of the final analysis and report.

Quality Control, Data Processing, and Delivery – the following data management functions will be completed:

- Completion of the project QA/QC program.
- Update the roads inventory to add new roads. Ensure the link between all roads and GIS is correct. Provide an exceptions report of roads that do not link up.
- Take the electronic, digital and inventory data outputs from the RST and make them ready for processing (remove skips, repeats, invalid data etc. – we do not delete any data in the field).
- Process the detailed and aggregated data to develop the condition scores on a section-by-section basis following the existing and updated road network definition.
- Make the data ready for delivery and uploading; complete the uploading and systems tests.
- Finalize PCI report and supply electronic files in Excel, PDF, KMZ, and DWG file format.

Optional Software Implementation & Training – Upon completion of the data processing activities, begin implementation of the pavement management solution selected by the County. While we believe that the Easy Street Analysis Spreadsheet will surpass the needs of Jackson County, a dedicated software application can be utilized as well. If a software application is selected, said software will be supplied, installed, and configured prior to onsite training. Onsite training will consist of 1 – 2 days of training to review the operational requirements of the software application. Configuration activities vary greatly depending on the software selected as each application has different analysis constraints that will be discussed with County staff during the evaluation.

Pavement Analysis, Reporting, & 5 Year Plan - After calculating the segment level PCI score's, begin a comprehensive analysis that will also incorporate roadway roughness (IRI), and potentially roadway strength if added to the scope of services. Develop logical projects by aggregating multiple like-segments throughout the network and perform an optimized prioritization that assesses the cost of deferral for each identified project. The end deliverable is a prioritized 5-year plan that identifies appropriate roadway rehabilitation candidates.

- Develop pavement analysis operating parameters and performance curves.
- Develop homogenous projects by aggregating multiple blocks of similar condition.
- Develop prioritization, critical set points, and begin running analysis routines.
- Run multiple budget scenarios and deliver results of analysis to County staff.
- Optimize the 5-year plan through “cost of deferral” analysis routines.
- After selecting a target annual budget, develop the 5-year maintenance and rehabilitation plan.
- Summarize the analysis in a draft report for County review.
- Make modifications to draft reports based on client review.
- Finalize report and supply electronic files in PDF, KMZ, and shape file format.

Deliverables – *Quantified surface distresses, rut, and roughness data delivered to County in Excel spreadsheets, geodatabases, shape files, and KML.*

*Draft & final pavement analysis and the 10-year plan
Council Presentation*

3.2 SCHEDULE & CAPACITY

Currently, IMS has the survey capacity for approximately 2,500 miles/month, so completing the Jackson County surveys in a timely fashion is not an issue. Field surveys are expected to progress at a rate of 25 to 35 miles per day in urban environments and 50 to 75 miles to day in rural environments. Field surveys are expected to proceed at 5 to 6 days per week depending on weather and statutory holidays. IMS has the available staff, equipment, and resources to manage a timely project for the County. IMS surveys only when the roads are free of debris, freestanding water, and only with ample light conditions. IMS estimates that the RST field survey will take approximately **1-2 weeks** barring any weather delays.

On all projects three rate-determining functions rise to the top as being critical in maintaining the proposed project schedule. In general, it is not the surveys that take the longest time, but rather handling the data that cause project schedules to slide. The three steps we wish to highlight, so they can be addressed by the County are:

- Finalizing the inventory and maps to be used for the field surveys. The delay in this step usually occurs in obtaining the maps or GIS topology, confirming the streets list and then validating the limits of the surveys.
- Review of the field data and exceptions reports delivered to the client. As part of the QA/QC process, only quality data can pass through to the analysis. It is critical that once the data passes through the QA/QC process, it be accepted and signed off by the County.
- Obtaining feedback and acceptance of the final format and load. No matter how much planning work goes into a schedule, the bottom line is Council's operate on their own timetable and the project must be able to conform to their schedule.

Task Activity	July					August				September			October				November						
	7	8	15	22	29	5	12	19	26	3	10	17	24	1	8	15	22	29	5	12	19	26	
Project Initiation																							
Scope Confirmation & Contract Execution																							
Notice to Proceed & Project Initiation																							
GIS Review & Validation																							
Survey Routing & Mapping																							
Field Surveys																							
RST Mobilization & Calibration																							
RST Field Data Collection																							
Data Management																							
Data QA/QC, Processing, & Format																							
Data Supply & Client Review																							
Pavement & Asset Data Load into Easy Street Analysis																							
Pavement Analysis & Reporting																							
Optional Onsite Results Presentation																							



REQUEST FOR QUALIFICATIONS 23-19
RFP NAME: Pavement Condition Assessment
DEPARTMENT NAME: Public Works

No	Respondent	Responsiveness to RFQ		Experience in Providing Condition Assessments		Pricing		Ranking	Total Score
		10 Points	8 Points	40 Points	15 Points	50 Points	10 Points		
1	Anderson Engineering	10	8	40	15	50	1	5	24
2	IMS	10	10	32	40	24	50	1	100
3	Dynatest	9	10	32	32	29	29	4	66
4	ERI	9	9	34	32	49	49	3	69
5	MDS Technologies	9	9	34	34			2	92

COMMENTS: Composite Score

Instructions:

Assign score according to point value (1 is lowest) for each criterion for each vendor.

ABSTRACT OF BIDS

RFP No: 23-19 Date: 6/11/19 COMMODITY: Pavement Condition Assessment	Colin-Rewe- IMS-sp	Stantec Consulting	Dynatest	Engineering & Research Intl	MDS Technologies	Anderson Engineering
NO	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1.0	Pavement Condition Assessment, per RFP 23-19	See bid	No bid	See bid	See bid	See bid

CERTIFICATION OF BID OPENING
BIDS WERE PUBLICLY
OPENED AND RECORDED
ON: June 11, 2019 BY
[Signature]
CLERK OF THE LEGISLATURE
[Signature]
PURCHASING



JACKSON COUNTY Public Works Department

Jackson County Technology Center
303 West Walnut Street
Independence, Missouri 64050
jacksongov.org

(816) 881-4530
Fax: (816) 881-4448

Memorandum

To: Barbara Casamento, Purchasing Supervisor
From: Earl Newill P.E., Chief Engineer
Date: July 10, 2019
Re: RFP 23-19 Committee Evaluation and Recommendation
Pavement Condition Assessment and 5 Year Pavement Maintenance Program

Earl Newill

On June 11, 2019, Jackson County Finance and Purchasing Department received five qualified responses to the Request for Proposals 23-19. The Committee review, discussed, evaluated, and scored the proposals.

Based on the qualifications/experience and pricing, per the evaluation criteria, the committee recommends Infrastructure Management Services (IMS) be awarded a contract to accomplish the work.

The committee really liked that IMS delivered the 5 year plan in an excel spreadsheet format as opposed to the Paver or microPaver programs which would have an annual fee and a learning curve.

The Public Works Department would like to award the contract with the following items from the IMS fee schedule:

Total Project Fee	\$39,367.00
Optional Item 11	\$6,000.00
Optional Item 12	\$2,100.00
Total Contract Fee	\$47,467.00
Funding Transfers:	
004-1506-57220 to 004-1506-56080	\$28,000
004-1507-58040 to 004-1506-56080	\$20,000

Attached for your use is the composite scoring sheet from the committee.

Let me know if you have any questions.

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Seventh Addendum to the Agreement with Windstream Communications to approve changes to the wide-area network services for use by the Information Technology Department at the Parks + Rec Department's Longview Marina, at an annual cost to the County in the amount of \$3,216.00.

RESOLUTION NO. 20230, August 19, 2019

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, by Resolution 18938, dated September 21, 2015, the Legislature did award a thirty-six month contract with two twelve-month options to extend with Windstream Communications of Little Rock, Arkansas, for the furnishing of wide-area network (WAN) services for use by the Information Technology Department, under the terms and conditions of Request for Proposals No. 40-15; and,

WHEREAS, since the award of the contract, the Legislature has authorized six separate contract modifications; and,

WHEREAS, the Parks + Rec Department's Longview Marina has a need to increase its current WAN bandwidth from 3Mbps to 10Mbps to improve its data speed, at an additional cost to the County of \$267.49 per month; and,

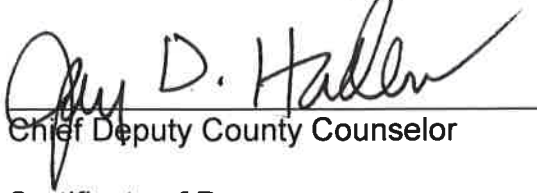
WHEREAS, an Addendum to the Agreement is needed to provide these WAN network changes, at an annual cost to the County not to exceed \$3,216.00; now therefore,

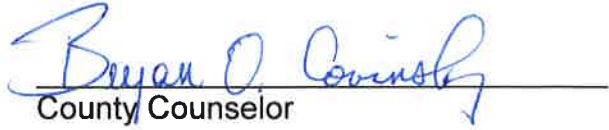
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute the attached Seventh Addendum to the Agreement with Windstream Communications; and,

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 and all addenda thereto, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20230 of August 19, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 1305 56430
ACCOUNT TITLE: General Fund
Information Technology
Telephone Utility
NOT TO EXCEED: \$3,216.00

8/15/19
Date






Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION
EXECUTIVE OFFICE

AUG 06 2019

Completed by County Counselor's Office:
Res/Ord No.: 20230
Sponsor(s): Crystal Williams
Date: August 19, 2019

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the Increase in Bandwidth for the Longview Marina complex in Lees Summit Under the current Term and Supply Contract with Windstream at a total net difference of \$268 per month.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$3216</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$3216</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$3216</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 001-1305-56430 General Fund, Information Technology, Telephone Utility</td> <td>\$3216</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Information Technology Estimated Use: \$3216</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$3216	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$3216	Amount budgeted for this item * (including transfers):	\$3216	Source of funding (name of fund) and account code number: 001-1305-56430 General Fund, Information Technology, Telephone Utility	\$3216
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Source of funding (name of fund) and account code number: 001-1305-56430 General Fund, Information Technology, Telephone Utility	\$3216										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): 20210, July 29, 2019 ; Res. #18938, 9/21/15</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Craig Reich, Senior Buyer, 881-3265</p>										
<p>REQUEST SUMMARY</p>	<p>The Information Technology Department is requesting for Windstream, under the existing contract, increase bandwidth at Longview Marina, 9898 Longview Road, Lees Summit, MO (#7201029 from 3 MBPS to 10 MBPS to ensure it is sufficient to handle the data traffic. There is not enough bandwidth at this location and data move very slowly, especially with the amount of data need to be exchanged. There is a need to increase the bandwidth to a 10Mbps fiber connection. A 10Mbps fiber connection will improve network speed at this location. The monthly cost for the upgrade would be \$649.09. That is an increase of \$268 per month after the 3.0Mbps line is replaced.</p> <table border="1"> <thead> <tr> <th>Vendor Name and Location</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Windstream</td> <td>\$3216</td> </tr> <tr> <td>Total</td> <td>\$3216</td> </tr> </tbody> </table>	Vendor Name and Location	Amount	Windstream	\$3216	Total	\$3216				
Vendor Name and Location	Amount										
Windstream	\$3216										
Total	\$3216										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>										
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals N/A <input type="checkbox"/> WBE Goals N/A <input type="checkbox"/> VBE Goals N/A</p>										
<p>ATTACHMENTS</p>	<p>Information Technology Memorandum and vendor's invoices</p>										

		Date: 8/6/2019
REVIEW	Department Director: 	Date: 8/6/19
	Finance (Budget Approval): <i>If applicable</i> 	Date: 8-6-19
	Division Manager: 	Date: 8/9/19
	County Counselor's Office: 	

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

Customer Name

Customer Name	JACKSON COUNTY PARKS - LONGVIEW MARINA, #7201029	Proposal / Quote ID	1862765
Install Street Address	9898 LONGVIEW RD	City, State, Zip, Country	KANSAS CITY, MO, 64134-, USA
Opportunity ID	1992213	Service Order Type	Upsell
Contract Term	36	Effective Date	07/24/2019

Bundled Services	Total Qty	Price/Unit	Total Price
------------------	-----------	------------	-------------

MPLS VPN Bundle

Bandwidth	10.0 Mbps	--	Included
Transport	1	--	Included
MPLS VPN	Yes	--	Included
Managed Router - Advanced	--	--	Included
Managed Router Equipment	--	--	Included
Total Services			\$531.64

	Included	Total Qty	Price/Unit	Total Price
--	----------	-----------	------------	-------------

VPN				
MPLS/Internet Shared Port	--	1	\$50.00	\$50.00
IP Addresses Block of 4 Charge	--	1	\$0.00	\$0.00
LAN 1GB - Copper Ethernet	--	1	\$0.00	\$0.00
Kit 1	--	1	\$0.00	\$0.00
Total Features				\$50.00

Total Other Charges (Non-Recurring)

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <https://www.windstream.com/about/legal/Fee-and-Surcharge-Guide>

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

Total Solution	Total Price
Total Monthly Recurring Charges	\$581.64
Total Non-Recurring Charges	\$0.00
Minimum Monthly Fee	\$581.64

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

CUSTOMER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WINDSTREAM

Signature: _____

Printed Name: _____

Title: _____

Date: _____

This offer is voidable by Windstream if not signed and returned to Windstream by 7th day of September, 2019

Amendment to Agreement

(Existing Service Location)

This Amendment ("AMENDMENT") is made as of this 24th day of July, 2019 to the Service Agreement bearing an Effective Date of _____ (the "Agreement"), by and between JACKSON COUNTY PARKS - LONGVIEW MARINA ("Customer") and the Windstream legal entit(ies) providing the Services to Customer, as identified on Customer's bill ("Windstream").

A. Windstream and Customer hereby agree to amend the Agreement to: [check all that apply].

i. **Reconfigure services at the existing Service location, as follows:**

change channel assignments between voice/data [describe change and associated charges]:

change facility from one type to another (e.g., Techpath to PRI) [describe change and associated charges]:

change router equipment from one type to another [describe change and associated charges]:

ii. **Add an additional facility at the existing Service location (describe):**

iii. **Add a new Service to existing location (describe):**

iv. **Modify the Term of the Agreement to end as of** _____

v. Relocate the Service location from _____ to _____
There will be a one time non-recurring charge to Customer to relocate the facility(ies) and/or service(s) in connection with this relocation in the amount of \$ _____.

B. Attachment A to this Amendment, Quote # 1862765 which is incorporated by reference, sets forth the rates and other terms and conditions to apply to the additional facilities and/or Services ordered hereunder.

C. Except as modified by this Amendment, the terms and conditions set forth in the Agreement remain unchanged.

D. **This document may only be used for moves, adds, or changes. Under no circumstances, may Customer receive a credit of any kind through execution of this document.**

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their duly authorized representative, to be effective as of the date first above written.

BY: _____
NAME: _____
TITLE: _____
DATE: _____

WINDSTREAM

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Blank



Letter of Agency

Contact Name:	Company Name:
Billing Address:	
City, State, Zip:	
Current Carrier:	Order Date:

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorized Windstream Communications ("Windstream") and its operating affiliates* listed on Exhibit A to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below. Check all applicable services:

<input type="checkbox"/>	Local
<input type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input type="checkbox"/>	Interstate, InterLATA and International Long Distance

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number.

I choose Windstream to act as my agent to carry out the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant (s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. I understand, that there may be a fee to change from the Company's current telecommunications carrier(s) to Windstream.

INSTRUCTIONS: LIST ALL APPLICABLE BILLING TELEPHONE NUMBERS OR LIST THE MAIN BILLING TELEPHONE NUMBER BELOW AND ATTACH A DOCUMENT IDENTIFYING ALL ASSOCIATED TELEPHONE NUMBERS SUBJECT TO THIS LOA

Telephone Numbers:

I authorize Windstream to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

Company Signature: _____ Date: _____

*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversent Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, EarthLink Business, EarthLink Carrier, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, IT-Comm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Norlight, North Carolina, NorthStar, NTI, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)



**Department of
INFORMATION TECHNOLOGY**

JACKSON COUNTY, MISSOURI

816-881-3151

415 EAST 12TH STREET, ROOM G-8
KANSAS CITY, MO 64106

TO: CRAIG REICH, SENIOR BUYER

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS

A handwritten signature in blue ink, appearing to read "ME", is written over the printed name of Michael Erickson.

DATE: JULY 24, 2019

RE: RLA TO REPLACE 3.0MBPS WITH 10.0 MBPS BANDWIDTH AT THE LONGVIEW MARINA

THE COUNTY HAS A 3.0MBPS CIRCUIT AT THE LONGVIEW MARINA, 9898 LONGVIEW ROAD (#7201029). THE MONTHLY COST OF THE 3.0MBPS IS \$375.60. THERE IS NOT ENOUGH BANDWIDTH AT THIS LOCATION AND DATA MOVES VERY SLOWLY, ESPECIALLY WITH THE AMOUNT OF DATA NEEDED TO BE EXCHANGED. WE NEED TO INCREASE THE BANDWIDTH TO A 10MBPS FIBER CONNECTION. A 10MBPS FIBER CONNECTION WILL IMPROVE NETWORK SPEED AT THIS LOCATION. THE MONTHLY COST FOR THE UPGRADE WOULD BE \$643.09. THAT IS AN INCREASE OF \$267.49 PER MONTH AFTER THE 3.0MBPS LINE IS REPLACED.

BILLING IS EXPENSED TO:

001-1305-56430 - \$643.09 PER MONTH

Service Location Listing - Monthly Recurring Charges

Primary Billing Account JACKSON COUNTY PARKS - LONGVIEW MARINA, #7201029
Quote # 1862765
Company Representative Christian Jones Rep ID e0146731
Effective Date 07/24/2019
MMF \$581.64

Location Name & Service Address	Access	Data	Total
JACKSON COUNTY PARKS - LONGVIEW MARINA 9898 LONGVIEW RD, KANSAS CITY, MO 64134	\$477.57	\$104.07	\$581.64
Total	\$477.57	\$104.07	\$581.64

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Counselor to execute a Legal Services Agreement and an addendum to a Legal Services Agreement with Encompass Resolutions of Kansas City, MO, at a total cost to the County not to exceed \$9,500.00.

RESOLUTION NO. 20231, August 19, 2019

INTRODUCED BY Theresa Galvin, County Legislator

WHEREAS, by Resolution 20153, dated April 29, 2019, the Legislature did authorize the County Counselor to execute a Legal Services Agreement with Encompass Resolutions of Kansas City, MO, to perform a Human Resources investigation at a cost to the County not to exceed \$5,000.00; and,

WHEREAS, due to the complexity of that investigation and some unanticipated issues that arose during the investigation, an additional \$2,500.00 in legal services is required to complete the investigation; and,

WHEREAS, the Director of Human Resources has also advised that he is in need of an additional investigation to be conducted on a pending matter; and,

WHEREAS, Encompass Resolutions, which submitted a response to the County's recent Request for Qualifications No. 29-19 for legal services, is a highly qualified firm, fully capable of conducting the additional required investigation; and,

WHEREAS, Encompass Resolutions has estimated that it can perform this investigation at a cost not to exceed \$7,000.00; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Counselor be and hereby is authorized to execute a Legal Services Agreement and an addendum to the existing Legal Services Agreement with Encompass Resolutions of Kansas City, MO, for a term ending December 31, 2019, at a total cost to the County not to exceed \$9,500.00; and,


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

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. 20231 of August 19, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 1101 56020
ACCOUNT TITLE: General Fund
County Counselors
Legal Services
NOT TO EXCEED: \$9,500.00

8/15/19

Date



Chief Administrative Officer

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: August 15, 2019

RES # 20231

Department / Division	Character/Description	Not to Exceed
001 General Fund		
1101 County Counselor	56020 Legal Services	\$ 9,500
		<u>\$ 9,500</u>

8/15/19
 Budget Officer



Res. #20231

Training • Investigation • Mediation

3 East 57th Terrace • Kansas City, MO 64113 • 816.523.0896

www.encompassresolution.com

Ann Molloy, President

amolloy@encompassresolution.com

August 8, 2019

Sent via email

Jay Haden
Chief Deputy County Counselor
Jackson County, Missouri

Re: Investigation: Corrections

Dear Mr. Haden:

Thank you for contacting Encompass Resolution, LLC, to investigate the recent concerns raised in the Corrections Department. I am submitting this engagement letter for your approval. Please contact me if you have any questions or would like to discuss any possible modifications.

The client will be Jackson County Missouri and not any of its individual officials, agents, or employees. You have asked us to conduct an independent investigation and make an objective assessment of the facts, including making credibility assessments, free from any influence by anyone associated with Jackson County Missouri or any of its agents. Jackson County Missouri specifically acknowledges and agrees that our fee is not in any way contingent on the outcome of the investigation.

Fees are based on the amount of time spent on the matter and billed at our reduced hourly rate of \$250. If any associate of Encompass Resolution is called up on to testify about this matter, all time dedicated to that project – including but not limited to preparation, deposition and/or testimony at trial – shall be compensated at our then-current hourly rate.

Jay Haden
August 8, 2019
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If this letter accurately reflects your understanding of the terms and conditions of our engagement, please have it signed below and forward a copy to this office by post or email.

Thank you very much for the opportunity to work with you on this matter.

Sincerely,

ENCOMPASS RESOLUTION, LLC

/s/

Ann Molloy

Signature _____ Date _____