



# Jackson County Health Department

## August 18-25, 2021

### COVID-19 Data

More in depth data can be found on the [JACOHD dashboard](#).

#### JACOHD

- Total Cases – 34,923
- Total Deaths – 431

#### Totals by Week:

- Cases – 987
- Deaths – 16

\*\*Note: Cases from Independence, MO have been removed from the Jackson County Health Department data dashboard

### Current Outbreaks

Abundant Life Church - 9  
 Austin Dooley Co. – 18  
 Duncan Academy, GV - 6  
 Edgewood Manor – 29  
 Ignite Medical Resort, BS - 8  
 Jackson County Detention Center-22  
 John Knox Village Care Center – 9  
 John Knox Village Assisted Living - 5

Timothy Lutheran Summer Camp – 11  
 Willow Creek Memory Care LS -7

\*\*Outbreaks are considered concluded after two incubation periods (28 days) since the onset date of the last case of COVID-19, and are thus removed from the list.

### JACOHD/Jackson County Vaccine Data

\*\*Jackson County vaccine data can be found [here](#).

#### JACOHD

- Total doses administered – 75,874
- Jackson County
  - 48.1% of Jackson County residents have initiated vaccination; 42.1% have completed vaccination
    - Jackson County’s population: 269,503
  - 129,614 first doses have been administered; 235,895 total doses have been administered

### JACOHD/TMC Sponsored Testing

Tuesday, Aug. 31, 2021	10 a.m. - 2 p.m. – 1300 NE Legacy Park Dr. Lee’s Summit
Weds., Sept. 1, 2021	10 a.m. - 2 p.m. – 1300 NE Legacy Park Dr. Lee’s Summit
Symptomatic Testing:	Call 816-404-CARE

### JACOHD Vaccine Clinics

Everyone over the age of 12 is eligible for vaccination. Residents can visit [jacoHD.org/events](#) to find clinic registration and walk-in hours.

Thurs. & Fri. Aug 26 – 27, 2021	8 a.m. – 3:30 p.m. – The City House, Indep.
Friday, Aug. 27, 2021	12 p.m. – 6 p.m. – South Independence Library
Mon.-Thurs. Aug. 30 – Sept. 2, 2021	8 a.m. – 3:30 p.m. – The City House, Indep.
Tuesday, Aug. 31, 2021	11:30 a.m. – 1 p.m. – MCPL Hawthorne Place Apts.

### PPE Supply

The supply rate meets the demand rate.

### JCDC Testing

JACOHD is continually working with JCDC on reporting and investigation.

### Regional Coordination Meetings

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



# COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

---

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

201 West Lexington, 2<sup>nd</sup> Floor  
Independence, MO 64050

## August 27 – September 2, 2021

08-27-2021 Friday      9:00 A.M.      Board of Equalization Hearings –  
Historic Truman Courthouse, 112 West Lexington Avenue,  
2nd Floor – Large Meeting Room  
Independence, MO  
The public can access audio at the time of the hearing by  
dialing 888 398-2342, Access Code 8640172

08-30-2021 Monday      NO ANTI-CRIME, INTER-GOVERNMENTAL  
AFFAIRS, HEALTH & ENVIRONMENT, LAND USE,  
PUBLIC WORKS, RULES, OR SITE PREPARATION  
OVERSIGHT COMMITTEE MEETINGS

9:15 A.M.      Justice & Law Enforcement Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

9:20 A.M.      Budget Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

9:25 A.M.      Finance & Audit Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

9:30 A.M.      **LEGISLATIVE MEETING –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area**

There will be a Public Hearing regarding the County  
Executive’s Mask Mandate on Monday, August 30, 2021.

08-31-2021 Tuesday      2:05 P.M.      Bid Opening Purchasing Department –  
Hila “Dutch” Newman Legislative Conference Room  
415 East 12<sup>th</sup> Street, 2<sup>nd</sup> Floor, Kansas City, MO

09-01-2021 Wednesday 10:00 A.M. Board of Equalization Procedural Meeting –  
Historic Truman Courthouse, 112 West Lexington Avenue,  
2nd Floor – Large Meeting Room  
Independence, MO  
The public can access audio at the time of the hearing by  
dialing 888 398-2342, Access Code 8640172

09-02-2021 Thursday 9:00 A.M. Board of Equalization Hearings –  
Jackson County Courthouse, 415 East 12th Street,  
2nd Floor, Kansas City, MO, Legislative Assembly Area  
  
The public can access audio at the time of the hearing by  
dialing 888 398-2342, Access Code 8640172

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

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

**AN ORDINANCE** transferring \$160,000.00 within and appropriating \$493,081.00 from the undesignated fund balance of the 2021 Anti-Crime Sales Tax Fund, in acceptance of the 2021 Edward Byrne Memorial Justice Assistance Grant awarded to the Multi-Jurisdictional Drug Task Force.

**ORDINANCE NO. 5538**, August 30, 2021

**INTRODUCED BY** Charlie Franklin, 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 (JAG) Grant in the amount of \$333,080.80, for the period July 1, 2021, through June 30, 2022; 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 salaries of five detectives and partial funding for the lease of three vehicles; and,

WHEREAS, the JAG grant is subject to a local match in the amount of \$160,000.00; and,

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

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

following transfer within and appropriation from the undesignated fund balance of the 2020 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 JC Drug Task Force 0008-4151	56798- Grant Match	\$160,000	
DTF JAG 008-4195 008-32810	45961- Increase Revenue Undesignated Fund Balance	\$333,081	\$493,081
008-32810 DTF JAG 008-4195	Undesignated Fund Balance 56790- Other Contractual Services	\$493,081	\$459,666
0084195	56630- Rent - Auto Equipment		\$ 33,415

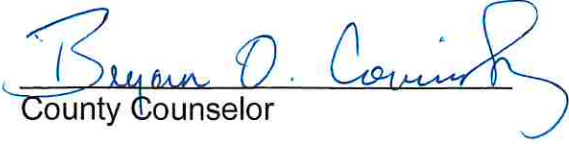
and,

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 2021 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. 5538 introduced on August 30, 2021, was duly passed on \_\_\_\_\_, 2020 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. 5538.

\_\_\_\_\_  
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  
JC Drug Task Force  
Grant Match  
NOT TO EXCEED: \$160,000.00

ACCOUNT NUMBER: 008 32810  
ACCOUNT TITLE: Anti-Crime Sales Tax Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$493,081.00

8/26/21  
Date

  
Chief Administrative Officer

# Request for Legislative Action

Ord. #5538

Sponsor: Charlie Franklin

Date: August 30, 2021

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5538
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	8/30/2021

Introduction
<b>Action Items:</b> ['Authorize', 'Appropriate', 'Transfer']
<b>Project/Title:</b>
Requesting a transfer and appropriation for the Multi-Jurisdiction Drug Task Force 21-22 grant.

Request Summary
<p>The Jackson County Drug Task Force requested from the US Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program \$333,080.80 for the period of July 1, 2021 through June 30, 2022. The request included a match from Jackson County in the \$160,000.00 for the total project cost of \$493,080.80.</p> <p>This funding will provide partial funding salary for five (5) detectives and partial funding for three (3) vehicles.</p> <p>Please appropriate \$493,080.80 into the following accounts: 008-4195-56630 \$33,415.20 008-4195-56790 \$459,665.60</p>

Contact Information			
<b>Department:</b>	Jackson County Drug Task Force	<b>Submitted Date:</b>	8/12/2021
<b>Name:</b>	Cari Beeman	<b>Email:</b>	cbeeman@jacksongov.org
<b>Title:</b>	Operations Administrator	<b>Phone:</b>	816-503-4713

Budget Information	
Amount authorized by this legislation this fiscal year:	\$493,081
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$493,081
Is it transferring fund?	Yes
<b>Transferring Fund From:</b>	



## Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	4195 (JAG Drug Task Force 2021)	32810 (Undesignated Fund Balance)	\$333,081
008 (Anti-Crime Sales Tax Fund)	4151 (Jackson County Drug Task Force)	56798 (Grant Match)	\$160,000
<b>Transferring Fund To:</b>			
Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	4195 (JAG Drug Task Force 2021)	56630 (Rent - Auto)	\$33,415
008 (Anti-Crime Sales Tax Fund)	4195 (JAG Drug Task Force 2021)	56790 (Other Contractual Services)	\$459,666

Prior Legislation	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
5413	September 28, 2020
<b>Prior Resolution</b>	
Resolution:	Resolution date:

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

Compliance	
<b>Certificate of Compliance</b>	
Not Applicable	
<b>Minority, Women and Veteran Owned Business Program</b>	
Goals Not Applicable for following reason: Funds not being spent	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

## Request for Legislative Action

### Fiscal Information

- Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

### History

Cari Beeman at 8/12/2021 2:33:01 PM - [Submitted | Once the Ordinance has passed the attachments Federal and State need to be signed by Jean Peters-Baker and her initials in the bottom right hand corner of each paper. Then I will need the originals to send to Jefferson City. If someone will let me know so I can come downtown to pick them up. Thank you Cari]

Department Director: Dan Cummings at 8/12/2021 2:59:03 PM - [ Approved | JAG program manager requests, upon approval, all documents be returned by 08/31/2021. ]

Finance (Purchasing): Barbara J. Casamento at 8/16/2021 9:12:49 AM - [ Not applicable | ]

Compliance: Jaime Guillen at 8/17/2021 10:06:55 AM - [ Approved | ]

Finance (Budget): Mark Lang at 8/18/2021 4:02:14 PM - [ Approved | The fiscal note has been attached. ]

Executive: Troy Schulte at 8/19/2021 4:44:04 PM - [ Approved | ]

Legal: Elizabeth Freeland at 8/26/2021 10:37:27 AM - [ Approved | ]

## Cari Beeman

---

**From:** Hentges, Amelia <Amelia.Hentges@dps.mo.gov>  
**Sent:** Friday, July 30, 2021 3:06 PM  
**To:** 'Cari Beeman'  
**Cc:** 'jpetersbaker@jacksongov.org'; 'Bob Muenz'  
**Subject:** FY 21 JAG DTF Award  
**Attachments:** Jackson County, JCDF.pdf; Jackson County, JCDF-F.pdf; Jackson County, JCDF-S.pdf

Ms. Beeman,

Attached is the award letter, and subaward documents for both the federal and state award amounts for the FY 21 JAG DTF. Please have the subaward documents signed and returned to our office by Tuesday, August 31, 2021.

Congratulations on your award!

If you have any questions, please let me know.

*Amelia Hentges*

Criminal Justice/Law Enforcement Unit, Grants Officer

Missouri Department of Public Safety

1101 Riverside Drive, Jefferson City, MO 65102

Office: 573-522-4094, Fax: 573-526-1908

Email: [amelia.hentges@dps.mo.gov](mailto:amelia.hentges@dps.mo.gov)

Website: <https://dps.mo.gov/dir/programs/cjle/>

How did we do? [CJ/LE Customer Survey](#)



CONFIDENTIALITY STATEMENT: This e-mail may contain confidential information. This information is intended only for those to which it is addressed. Disclosure or unauthorized use is unlawful. If you are not the intended recipient of this e-mail, you are hereby notified that any use, dissemination, or copying of this e-mail or the information contained in this e-mail is strictly prohibited by the sender. If you have received this transmission in error, please return the material received to the sender and delete all copies from your system.

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 30, 2021

Jackson County, Drug Task Force  
Ms. Cari Beeman  
PO Box 392  
Blue Springs, Missouri 64015

Re: **Subrecipient Name:** Jackson County, Drug Task Force  
**Subaward Number:** 2020-MU-BX-0059-S-07, 2020-MU-BX-0059-F-07  
**Project Title:** FY21 JAG-DTF Jackson County, Drug Task Force

Dear Ms. Beeman:

Thank you for applying for the 2021 Edward Byrne Memorial Justice Grant (JAG) Drug Task Force (DTF). Your agency's application has been approved and has been awarded \$333,080.80. The budget will again be separated into grants. The agency's state award is \$127,005.00 and the federal award amount is \$206,075.80.

Enclosed are two (2) *Subawards* (together equaling the total award amount) with the *Articles of Agreement* documents. The proper Authorized Official, as identified on each of the awards, must sign in the applicable sections of each award.

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

- Subawards*, signed by the Authorized Official including the *Articles of Agreement*, initialed in the lower right-hand corner of each page by the Authorized Official and signed on the final page by the Authorized Official

The above referenced 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 copy, please return an extra original copy 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 *Subawards* document, please notify Amelia Hentges by email at [Amelia.Hentges@dps.mo.gov](mailto:Amelia.Hentges@dps.mo.gov) or by telephone at (573) 522-4094 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).

Your agency's application budget will be negotiated back to you to make edits to match the total awarded amount, this will allow for the agency to apply the awarded amounts where it is most needed within the budget. The application budget is due back to the Missouri Department of Public Safety no later than, Friday, August 5, 2021.

If you have questions pertaining to the 2021 JAG DTF program, please contact: Amelia Hentges at (573) 522-4094 or [Amelia.Hentges@dps.mo.gov](mailto:Amelia.Hentges@dps.mo.gov).

Congratulations on the award of your 2021 JAG DTF application!

Sincerely,



Michelle Branson  
Grants Supervisor  
Missouri Department of Public Safety  
Criminal Justice/Law Enforcement Unit  
(573) 526-9014  
[Michelle.Branson@dps.mo.gov](mailto:Michelle.Branson@dps.mo.gov)

cc: File

Enclosures



**Missouri Department of Public Safety**  
**Criminal Justice/Law Enforcement Unit**  
 P.O. Box 749, Jefferson City, MO 65101  
 Telephone: 573-526-1928 Fax: 573-751-5399

**SUBAWARD AGREEMENT**

SUBRECIPIENT NAME Jackson County, Drug Task Force		DATE 07/30/2021	
ADDRESS 415 E. 12th Street		FEDERAL IDENTIFICATION NUMBER 2020-MU-BX-0059	CONTROL NUMBER F-07
CITY Kansas City		STATE MO	ZIP CODE 64106
TOTAL AMOUNT OF THE FEDERAL AWARD \$206,075.80		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$206,075.80	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$206,075.80		TOTAL APPROVED COST SHARING OR MATCHING \$0.00	
PROJECT PERIOD FROM 07/01/2021	PROJECT PERIOD TO 06/30/2022	FEDERAL AWARD DATE 09/17/2020	
PROJECT TITLE FY 21 JAG DTF		FUNDED BY Edward Byrne Memorial Justice Assistance Grant (JAG)	
FEDERAL AWARDOING AGENCY Department of Justice	PASS THROUGH ENTITY Missouri Department of Public Safety	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 16.738		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	
CONTACT INFORMATION			
CJ/LE GRANT CONTACT		SUBRECIPIENT PROJECT DIRECTOR	
NAME Amelia Hentges		NAME Robert Muenz	
E-MAIL ADDRESS Amelia.Hentges@dps.mo.gov		ADDRESS (If different from above) 1300 S Broadway	
TELEPHONE (573) 522-4094		CITY, STATE AND ZIP CODE Blue Springs, MO 64015	
PROGRAM MANAGER Joni McCarter		TELEPHONE (816) 228-0151	E-MAIL ADDRESS 1300 S Broadway
SUMMARY DESCRIPTION OF PROJECT The Missouri Department of Public Safety's strategic priorities encompass several key initiatives including; building relationships with external stakeholders, identifying hazards and threats to public safety, maintaining sufficient capacities to perform statutorily required responsibilities and utilizing Federal and State programs to protect, as well as, provide impactful service to Missouri citizens. We invite our stakeholders and partners to also adopt these priorities and join us in building more prepared, protected and secure Missouri communities. Public safety is a shared responsibility and funding should support priorities that are the most impactful and demonstrate the greatest return on investment. The Missouri Department of Public Safety seeks to forge partnerships with our law enforcement partners by providing them resources. The JAG DTF grant opportunity provides resources to combat drug related crimes.			
AWARDOING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Jean Peters-Baker, COMBAT Administrator	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE
<b>THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.</b>			

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

TABLE OF CONTENTS

Article I	Governing Directives
Article II	Compliance Training
Article III	System for Award Management (SAM)
Article IV	Non-Supplanting
Article V	Change in Personnel
Article VI	Subaward Adjustments
Article VII	Monitoring
Article VIII	Criminal Activity
Article IX	Reporting Potential Fraud, Waste, and Abuse
Article X	Non-Disclosure Agreements
Article XI	Protection from Reprisal for Disclosures
Article XII	Lobbying
Article XIII	Fair Labor Standards
Article XIV	Employment of Unauthorized Aliens
Article XV	Employment Eligibility Verification
Article XVI	Human Trafficking
Article XVII	Minors
Article XVIII	Relationship
Article XIX	Texting While Driving
Article XX	Drug-Free Workplace
Article XXI	Computer Networks
Article XXII	Noninterference with Federal Law Enforcement
Article XXIII	Public Disclosure of Certain Law Enforcement Sensitive Information
Article XXIV	Noninterference with Federal Interrogation of Certain Aliens
Article XXV	Noninterference with Notice of Scheduled Release
Article XXVI	Ensuring Access To Federally Assisted Programs
Article XXVII	Enforcing Civil Rights Laws
Article XXVIII	Limited English Proficiency (LEP)
Article XXIX	Equal Employment Opportunity Plan (EEOP)
Article XXX	Using Arrest and Conviction Records for Employment Decisions
Article XXXI	Finding of Discrimination
Article XXXII	Unlawful Employment Practices
Article XXXIII	Discrimination in Public Accommodations
Article XXXIV	Fund Availability
Article XXXV	Release of Funds
Article XXXVI	Duplicative Funding
Article XXXVII	OJP Financial Guide
Article XXXVIII	Allowable Costs
Article XXXIX	Financial Reporting Requirements
Article XL	Program Income
Article XLI	Procurement
Article XLII	Buy American
Article XLIII	Buy Missouri

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

Article XLIV	Debarment/Suspension
Article XLV	Audit
Article XLVI	Compensation
Article XLVII	Suspension/Termination of Subaward
Article XLVIII	Enforceability
Article XLIX	Uniform Crime Reporting (UCR)
Article L	Vehicle Stops
Article LI	Federal Equitable Sharing Funds
Article LII	Custodial Interrogations
Article LIII	DWI Law – Law Enforcement
Article LIV	DWI Law - Prosecutors
Article LV	Project Requirements
Article LVI	Data Reporting Requirements
Article LVII	Printed Materials
Article LVIII	Breach of Personally Identifiable Information
Article LIX	Time Records Requirement
Article LX	Body Armor
Article LXI	Body Armor Policy
Article LXII	Body-Worn Cameras
Article LXIII	Body-Worn Camera Policy
Article LXIV	Criminal Intelligence Systems
Article LXV	Duplication of Networks
Article LXVI	Mitigation Plan
Article LXVII	NEPA
Article LXVIII	Drug Task Force Eligibility for Grants
Article LXIX	Drug Task Force Training

AUTHORIZED OFFICIAL INITIALS
------------------------------



GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article I - Governing Directives**

The Subrecipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the “RSAT 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 (JJDP) 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.

**Article II - Compliance Training**

As a recipient of state funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training will be available online and the agency will be required to review the training and send in a certification that this was completed and submit it back with the signed subaward documents.

**Article III - System for Award Management (SAM)**

The Subrecipient assures it has registered in SAM.gov prior to submitting an application and will continue to maintain an active SAM registration with current information at all times during which it has an active subaward. The Subrecipient understands that it must renew its SAM registration every 12 months and that the Missouri Department of Public Safety may not make a subaward or disburse monies to the Subrecipient unless the Subrecipient has an active SAM registration. SAM is a Federal Government owned and operated free website that centralizes information about grant recipients. Upon successful registration with SAM, the Subrecipient will be assigned a unique 5 character CAGE Code consisting of numbers and letters.

**Article IV - 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.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article V - 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.

**Article VI - 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.

**Article VII – 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.

**Article VIII - 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.

**Article IX - 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.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

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  
1425 New York Avenue, N.W., Suite 7100  
Washington, D.C. 20530

Online: <https://oig.justice.gov/hotline/contact-grants.htm>

DOJ OIG 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](mailto:dpsinfo@dps.mo.gov)

DPS 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.

#### **Article X - 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

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

- (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.

**Article XI - 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.

**Article XII – 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.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article XIII - 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.

**Article XIV - 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.

**Article XV - Employment Eligibility Verification**

The Subrecipient assures that it properly verifies the employment eligibility of individuals who are being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), the Subrecipient agrees to maintain records of all employment eligibility verifications pertinent to compliance with this provision in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

**Article XVI - Human Trafficking**

The Subrecipient assures that it does not engage in severe forms of trafficking in persons, procurement of a commercial sex act, use of forced labor in the performance of the subaward, or acts that directly support or advance trafficking in persons.

**Article XVII – Minors**

The Subrecipient understands that if the purpose of some or all of the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, the Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article XVIII – 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 itself or its 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.

**Article XXIX - 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.

**Article XX - 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:

- (a) 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;
- (b) 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;
- (c) 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);
- (d) 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;

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

(e) 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:

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](mailto:dpsinfo@dps.mo.gov)

- (f) 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
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**Article XXI - Computer Networks**

The Subrecipient understands and agrees that funds subawarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision 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, adjudication activities, or other law enforcement-or victim assistance-related activity.

**Article XXII - Noninterference with Federal Law Enforcement**

The Subrecipient understands that it may not prohibit or in any way restrict any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a). The Subrecipient further understands that it may not prohibit or in any way restrict a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. § 1373(b) or 1644.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article XXIII - Public Disclosure of Certain Law Enforcement Sensitive Information**

The Subrecipient understands that no funds from this subaward may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. § 1071 or 1072 or of 8 U.S.C. § 1324(a).

**Article XXIV - Noninterference with Federal Interrogation of Certain Aliens**

Consonant with federal law enforcement statutes and regulations, including 8 U.S.C. § 1357(a), under which certain federal officers and employees “have power without warrant...to interrogate any alien or persons believed to be an alien as to his right to be or to remain in the United States,” and 8 C.F.R. 287.5(a), under which that power may be exercised “anywhere in or outside the United States”, the Subrecipient understands it shall not interfere with the exercise of that power to interrogate “without warrant” (by agents of the United States acting under color of federal law) by impeding access to any State or local government correctional facility by such agents for the purpose of “interrogating any alien or person believed to be an alien as to his or her right to be or to remain in the United States”.

**Article XXV - Noninterference with Notice of Scheduled Release**

Consonant with federal law enforcement statutes, including 8 U.S.C. § 1231 (for an alien incarcerated by a State or local government, a 90-day “removal period” during which the federal government “shall detain and then “shall” remove an alien from the U.S. “begins” no later than “the date the alien is released from...confinement”; also the federal government is expressly authorized to make payments to a “State or a political subdivision of the State...with respect to the incarceration of [an] undocumented criminal alien”); 8 U.S.C. § 1226 (the federal government “shall take into custody” certain criminal aliens “when the alien is released”); and 8 U.S.C. § 1366 (requiring an annual DOJ report to Congress on “the number of illegal alien [felons] in Federal and State prisons” and programs underway “to ensure the prompt removal” from the U.S. of removable “criminal aliens”), the Subrecipient understands it shall not interfere with the “removal” process by failing to provide, as early as practicable, advance notice to DHS of the scheduled release date and time for a particular alien, if the Subrecipient receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

**Article XXVI - 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.

**Article XXVII - 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

AUTHORIZED OFFICIAL INITIALS
------------------------------



GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

(OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.

**Article XXVIII - 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/>.

**Article XXIX - Equal Employment Opportunity Plan (EEOP)**

The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEOP) 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 EEOP 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.

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

**Article XXX - 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](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

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

*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.

**Article XXXI - 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).

**Article XXXII - 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.

**Article XXXIII - 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.

**Article XXXIV - 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.

**Article XXV - 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.

**Article XXXVI - 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.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article XXXVII - OJP 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.

**Article XXXVIII - 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 "RSAT 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.

**Article XXXIX - Financial Reporting Requirements**

The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the "RSAT Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

**Article XL - Program Income**

The Subrecipient agrees to account for program 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 program income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.

**Article XLI – 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 \$10,000 may be purchased with prudence on the open market.
- (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

- (d) Purchases with an estimated total of \$100,000 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 \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

**Article XLII - 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.

**Article XLIII - 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.

**Article XLIV - 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 principles:

- (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;

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

- (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](mailto: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.

**Article XLV – 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 within 60 days of the project period start date if it has met or exceeded this federal threshold.

**Article XLVI – 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.)

**Article XLVII - 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.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article XLVIII – 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.

**Article XLIX - Uniform Crime Reporting (UCR)**

The Subrecipient assures, where the project agency is a law enforcement agency, its 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.

On January 1, 2021, the FBI retired the UCR Program Summary System and replaced it solely with the Nation al Incident Based Reporting System (NIBRS). To comply with section 43.505 RSMo, all MO law enforcement date must adhere to the state specific Missouri Incident Based Reporting System (MIBRS). Any agency that is not compliant after December 31, 2022, may be ineligible to receive state or federal funds.

**Article L - Vehicle Stops**

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

**Article LI - Federal Equitable Sharing Funds**

The Subrecipient assures, where the project agency is a law enforcement agency, its 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 therefrom to the Missouri State Auditor.

**Article LII - Custodial Interrogations**

The Subrecipient assures, where the project agency is a law enforcement agency, its 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.

**Article LIII - DWI Law – Law Enforcement**

The Subrecipient assures, where the project agency is a law enforcement agency, its 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.

**Article LIV - DWI Law – Prosecutors:** The Subrecipient assures, where the project agency is a county prosecutor’s office or municipal prosecutor’s office, its 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.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article LV - Project Requirements:**

The Subrecipient agrees the proposed project will conform to the criteria requirements outlined in the "RSAT Solicitation". In addition, the Subrecipient agrees to implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance treatment programs, where such is required of the program. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

**Article LVI - Data Reporting Requirements**

The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "RSAT Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

**Article LVII - Printed Materials**

The Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from the activities of this subaward shall contain the following (or similar) statement: "This project was supported by the Office of Justice Programs, U.S. Department of Justice's RSAT Formula Grant Program administered by the Missouri Department of Public Safety, Office of the Director. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the State or the U.S. Department of Justice."

**Article LVIII - Breach of Personally Identifiable Information**

The Subrecipient assures it has written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the activities of this subaward or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the Missouri Department of Public Safety, Office of Director no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**Article LIX - 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 must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.

**Article LX - 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

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

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.

**Article LXI - 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.**

**Article LXII - 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).

**Article LXIII - Body-Worn Camera Policy**

The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, 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://bja.ojp.gov/program/body-worn-cameras-bwcs/overview>, 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.**

**Article LXIV - 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.

**Article LXV - Duplication of Networks**

The Subrecipient assures that all equipment/software requested and purchased under this subaward 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.

**Article LXVI - 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*.

AUTHORIZED OFFICIAL INITIALS
------------------------------



GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article LXVII - 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, Office of Director.

The Subrecipient understands this 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 condition must first be met. The activities covered by this 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;
- (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.

The Subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.

**Article LXVIII - Drug Task Force Eligibility for Grants**

The Subrecipient assures, where such grant-funded project is for a drug task force, 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.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY21 JAG DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BS-0059-F-07	DATE 07/30/21
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article LXIX - Drug Task Force Training**

The Subrecipient 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, grant funded task force officers, and other task force members of equivalent rank.

AUTHORIZED OFFICIAL INITIALS
------------------------------



**Missouri Department of Public Safety  
Criminal Justice/Law Enforcement Unit**

P.O. Box 749, Jefferson City, MO 65101  
Telephone: 573-526-1928 Fax: 573-751-5399

**SUBAWARD AGREEMENT**

DATE 07/30/2021	
FEDERAL IDENTIFICATION NUMBER 2020-MU-BX-0059	CONTROL NUMBER S-07

SUBRECIPIENT NAME Jackson County, Drug Task Force	DUNS NUMBER 26546940
--	-------------------------

ADDRESS 415 E. 12th Street
-------------------------------

CITY Kansas City	STATE MO	ZIP CODE 64106
---------------------	-------------	-------------------

TOTAL AMOUNT OF THE STATE AWARD \$127,005.00
---

PROJECT PERIOD FROM 07/01/2021	PROJECT PERIOD TO 06/30/2021	STATE AWARD DATE 07/30/2021
-----------------------------------	---------------------------------	--------------------------------

PROJECT TITLE FY 21 JAG DTF Jackson County, Drug Task Force	FUNDED BY Missouri Department of Public Safety
--	---

METHOD OF PAYMENT (Reimbursement – Advanced) Reimbursement
---

**CONTACT INFORMATION**

CJ/LE GRANT CONTACT		SUBRECIPIENT PROJECT DIRECTOR	
NAME Amelia Hentaes	NAME Robert Muenz	ADDRESS (If different from above) 1300 S Broadway	
E-MAIL ADDRESS Amelia.Hentaes@dps.mo.gov	CITY, STATE AND ZIP CODE Blue Springs, MO 64015		
TELEPHONE (573) 522-4094	TELEPHONE (816) 228-0151	E-MAIL ADDRESS bmuenz@bluespringsgov.com	
PROGRAM MANAGER Joni McCarter			

**SUMMARY DESCRIPTION OF PROJECT**  
The Missouri Department of Public Safety's strategic priorities encompass several key initiatives including; building relationships with external stakeholders, identifying hazards and threats to public safety, maintaining sufficient capacities to perform statutorily required responsibilities and utilizing Federal and State programs to protect, as well as, provide impactful service to Missouri citizens. We invite our stakeholders and partners to also adopt these priorities and join us in building more prepared, protected and secure Missouri communities. Public safety is a shared responsibility and funding should support priorities that are the most impactful and demonstrate the greatest return on investment. The Missouri Department of Public Safety seeks to forge partnerships with our law enforcement partners by providing them resources. The JAG DTF grant opportunity provides resources to combat drug related crimes.

**AWARDING AGENCY APPROVAL                      SUBRECIPIENT AUTHORIZED OFFICIAL**

TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Jean Peters-Baker, COMBAT Administrator	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

**THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.**

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

TABLE OF CONTENTS

Article I	Governing Directives
Article II	Compliance Training
Article III	System for Award Management (SAM)
Article IV	Non-Supplanting
Article V	Change in Personnel
Article VI	Subaward Adjustments
Article VII	Monitoring
Article VIII	Criminal Activity
Article IX	Reporting Potential Fraud, Waste, and Abuse
Article X	Non-Disclosure Agreements
Article XI	Protection from Reprisal for Disclosures
Article XII	Lobbying
Article XIII	Fair Labor Standards
Article XIV	Employment of Unauthorized Aliens
Article XV	Employment Eligibility Verification
Article XVI	Human Trafficking
Article XVII	Minors
Article XVIII	Relationship
Article XIX	Texting While Driving
Article XX	Drug-Free Workplace
Article XXI	Computer Networks
Article XXII	Noninterference with Federal Law Enforcement
Article XXIII	Public Disclosure of Certain Law Enforcement Sensitive Information
Article XXIV	Noninterference with Federal Interrogation of Certain Aliens
Article XXV	Noninterference with Notice of Scheduled Release
Article XXVI	Ensuring Access To Federally Assisted Programs
Article XXVII	Enforcing Civil Rights Laws
Article XXVIII	Limited English Proficiency (LEP)
Article XXIX	Equal Employment Opportunity Plan (EEOP)
Article XXX	Using Arrest and Conviction Records for Employment Decisions
Article XXXI	Finding of Discrimination
Article XXXII	Unlawful Employment Practices
Article XXXIII	Discrimination in Public Accommodations
Article XXXIV	Fund Availability
Article XXXV	Release of Funds
Article XXXVI	Duplicative Funding
Article XXXVII	OJP Financial Guide
Article XXXVIII	Allowable Costs
Article XXXIX	Financial Reporting Requirements
Article XL	Program Income
Article XLI	Procurement
Article XLII	Buy American
Article XLIII	Buy Missouri

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

Article XLIV	Debarment/Suspension
Article XLV	Audit
Article XLVI	Compensation
Article XLVII	Suspension/Termination of Subaward
Article XLVIII	Enforceability
Article XLIX	Uniform Crime Reporting (UCR)
Article L	Vehicle Stops
Article LI	Federal Equitable Sharing Funds
Article LII	Custodial Interrogations
Article LIII	DWI Law – Law Enforcement
Article LIV	DWI Law - Prosecutors
Article LV	Project Requirements
Article LVI	Data Reporting Requirements
Article LVII	Printed Materials
Article LVIII	Breach of Personally Identifiable Information
Article LIX	Time Records Requirement
Article LX	Body Armor
Article LXI	Body Armor Policy
Article LXII	Body-Worn Cameras
Article LXIII	Body-Worn Camera Policy
Article LXIV	Criminal Intelligence Systems
Article LXV	Duplication of Networks
Article LXVI	Mitigation Plan
Article LXVII	NEPA
Article LXVIII	Drug Task Force Eligibility for Grants
Article LXIX	Drug Task Force Training

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article I - Governing Directives**

The Subrecipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the “RSAT 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 (JJDP) 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.

**Article II - Compliance Training**

As a recipient of state funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training will be available online and the agency will be required to review the training and send in a certification that this was completed and submit it back with the signed subaward documents.

**Article III - System for Award Management (SAM)**

The Subrecipient assures it has registered in SAM.gov prior to submitting an application and will continue to maintain an active SAM registration with current information at all times during which it has an active subaward. The Subrecipient understands that it must renew its SAM registration every 12 months and that the Missouri Department of Public Safety may not make a subaward or disburse monies to the Subrecipient unless the Subrecipient has an active SAM registration. SAM is a Federal Government owned and operated free website that centralizes information about grant recipients. Upon successful registration with SAM, the Subrecipient will be assigned a unique 5 character CAGE Code consisting of numbers and letters.

**Article IV - 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.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article V - 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.

**Article VI - 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.

**Article VII – 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.

**Article VIII - 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.

**Article IX - 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.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

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  
1425 New York Avenue, N.W., Suite 7100  
Washington, D.C. 20530

Online: <https://oig.justice.gov/hotline/contact-grants.htm>  
DOJ OIG 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](mailto:dpsinfo@dps.mo.gov)  
DPS 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.

#### **Article X - 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

AUTHORIZED OFFICIAL INITIALS
------------------------------



GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

- (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.

**Article XI - 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.

**Article XII – 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.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article XIII - 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.

**Article XIV - 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.

**Article XV - Employment Eligibility Verification**

The Subrecipient assures that it properly verifies the employment eligibility of individuals who are being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), the Subrecipient agrees to maintain records of all employment eligibility verifications pertinent to compliance with this provision in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

**Article XVI - Human Trafficking**

The Subrecipient assures that it does not engage in severe forms of trafficking in persons, procurement of a commercial sex act, use of forced labor in the performance of the subaward, or acts that directly support or advance trafficking in persons.

**Article XVII – Minors**

The Subrecipient understands that if the purpose of some or all of the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, the Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article XVIII – 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 itself or its 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.

**Article XXIX - 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.

**Article XX - 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:

- (a) 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;
- (b) 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;
- (c) 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);
- (d) 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;

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

(e) 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:

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](mailto:dpsinfo@dps.mo.gov)

- (f) 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
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**Article XXI - Computer Networks**

The Subrecipient understands and agrees that funds subawarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision 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, adjudication activities, or other law enforcement-or victim assistance-related activity.

**Article XXII - Noninterference with Federal Law Enforcement**

The Subrecipient understands that it may not prohibit or in any way restrict any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a). The Subrecipient further understands that it may not prohibit or in any way restrict a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. § 1373(b) or 1644.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article XXIII - Public Disclosure of Certain Law Enforcement Sensitive Information**

The Subrecipient understands that no funds from this subaward may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. § 1071 or 1072 or of 8 U.S.C. § 1324(a).

**Article XXIV - Noninterference with Federal Interrogation of Certain Aliens**

Consonant with federal law enforcement statutes and regulations, including 8 U.S.C. § 1357(a), under which certain federal officers and employees “have power without warrant...to interrogate any alien or persons believed to be an alien as to his right to be or to remain in the United States,” and 8 C.F.R. 287.5(a), under which that power may be exercised “anywhere in or outside the United States”, the Subrecipient understands it shall not interfere with the exercise of that power to interrogate “without warrant” (by agents of the United States acting under color of federal law) by impeding access to any State or local government correctional facility by such agents for the purpose of “interrogating any alien or person believed to be an alien as to his or her right to be or to remain in the United States”.

**Article XXV - Noninterference with Notice of Scheduled Release**

Consonant with federal law enforcement statutes, including 8 U.S.C. § 1231 (for an alien incarcerated by a State or local government, a 90-day “removal period” during which the federal government “shall detain and then “shall” remove an alien from the U.S. “begins” no later than “the date the alien is released from...confinement”; also the federal government is expressly authorized to make payments to a “State or a political subdivision of the State...with respect to the incarceration of [an] undocumented criminal alien”); 8 U.S.C. § 1226 (the federal government “shall take into custody” certain criminal aliens “when the alien is released”); and 8 U.S.C. § 1366 (requiring an annual DOJ report to Congress on “the number of illegal alien [felons] in Federal and State prisons” and programs underway “to ensure the prompt removal” from the U.S. of removable “criminal aliens”), the Subrecipient understands it shall not interfere with the “removal” process by failing to provide, as early as practicable, advance notice to DHS of the scheduled release date and time for a particular alien, if the Subrecipient receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

**Article XXVI - 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.

**Article XXVII - 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

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

(OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.

**Article XXVIII - 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/>.

**Article XXIX - Equal Employment Opportunity Plan (EEOP)**

The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEOP) 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 EEOP 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.

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

**Article XXX - 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](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

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

*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.

**Article XXXI - 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).

**Article XXXII - 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.

**Article XXXIII - 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.

**Article XXXIV - 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.

**Article XXV - 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.

**Article XXXVI - 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.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article XXXVII - OJP 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.

**Article XXXVIII - 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 "RSAT 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.

**Article XXXIX - Financial Reporting Requirements**

The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the "RSAT Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

**Article XL - Program Income**

The Subrecipient agrees to account for program 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 program income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.

**Article XLI – 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 \$10,000 may be purchased with prudence on the open market.
- (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.

AUTHORIZED OFFICIAL INITIALS
------------------------------



GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

- (d) Purchases with an estimated total of \$100,000 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 \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

**Article XLII - 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.

**Article XLIII - 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.

**Article XLIV - 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 principles:

- (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;

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

- (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](mailto: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.

**Article XLV – 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 within 60 days of the project period start date if it has met or exceeded this federal threshold.

**Article XLVI – 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.)

**Article XLVII - 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.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article XLVIII – 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.

**Article XLIX - Uniform Crime Reporting (UCR)**

The Subrecipient assures, where the project agency is a law enforcement agency, its 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.

On January 1, 2021, the FBI retired the UCR Program Summary System and replaced it solely with the Nation al Incident Based Reporting System (NIBRS). To comply with section 43.505 RSMo, all MO law enforcement date must adhere to the state specific Missouri Incident Based Reporting System (MIBRS). Any agency that is not compliant after December 31, 2022, may be ineligible to receive state or federal funds.

**Article L - Vehicle Stops**

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

**Article LI - Federal Equitable Sharing Funds**

The Subrecipient assures, where the project agency is a law enforcement agency, its 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 therefrom to the Missouri State Auditor.

**Article LII - Custodial Interrogations**

The Subrecipient assures, where the project agency is a law enforcement agency, its 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.

**Article LIII - DWI Law – Law Enforcement**

The Subrecipient assures, where the project agency is a law enforcement agency, its 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.

**Article LIV - DWI Law – Prosecutors:** The Subrecipient assures, where the project agency is a county prosecutor’s office or municipal prosecutor’s office, its 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.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article LV - Project Requirements:**

The Subrecipient agrees the proposed project will conform to the criteria requirements outlined in the "RSAT Solicitation". In addition, the Subrecipient agrees to implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance treatment programs, where such is required of the program. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

**Article LVI - Data Reporting Requirements**

The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "RSAT Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

**Article LVII - Printed Materials**

The Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from the activities of this subaward shall contain the following (or similar) statement: "This project was supported by the Office of Justice Programs, U.S. Department of Justice's RSAT Formula Grant Program administered by the Missouri Department of Public Safety, Office of the Director. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the State or the U.S. Department of Justice."

**Article LVIII - Breach of Personally Identifiable Information**

The Subrecipient assures it has written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the activities of this subaward or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the Missouri Department of Public Safety, Office of Director no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**Article LIX - 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 must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.

**Article LX - 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

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

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.

**Article LXI - 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.**

**Article LXII - 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).

**Article LXIII - Body-Worn Camera Policy**

The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, 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://bja.ojp.gov/program/body-worn-cameras-bwcs/overview>, 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.**

**Article LXIV - 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.

**Article LXV - Duplication of Networks**

The Subrecipient assures that all equipment/software requested and purchased under this subaward 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.

**Article LXVI - 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

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

methamphetamine lab operations unless the Subrecipient agrees to this special condition and fully participates in implementation of the Mitigation Plan.

**Article LXVII - 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, Office of Director.

The Subrecipient understands this 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 condition must first be met. The activities covered by this 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;
- (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.

The Subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.

**Article LXVIII - Drug Task Force Eligibility for Grants**

The Subrecipient assures, where such grant-funded project is for a drug task force, 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.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM FY 21 JAG-DTF	SUBRECIPIENT Jackson County, Drug Task Force
AWARD NUMBER 2020-MU-BX-0059-S-07	DATE 07/30/2021
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

**Article LXIX - Drug Task Force Training**

The Subrecipient 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 Leadership and Integrity 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, grant funded task force officers, and other task force members of equivalent rank.

AUTHORIZED OFFICIAL INITIALS
------------------------------

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

**AN ORDINANCE** appropriating \$895,004.00 from the undesignated fund balance of the 2021 Anti-Crime Sales Tax Fund to provide supplemental funding for COMBAT programs and agencies for use during the remainder of 2021.

**ORDINANCE NO. 5539**, August 30, 2021

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, the County Treasurer has determined that sales tax receipts from the last quarter of 2020 well exceeded the revenues estimated by the County Executive in his proposed 2021 County budget and appropriated by the Legislature in the adopted budget; and,

WHEREAS, the County Executive has advised that he is willing to recognize a portion of these excess sales tax receipts equal to \$895,004.00 as additional revenues and proposes that this sum be made available to COMBAT programs and agencies for use during the remainder of 2021, as authorized by section 532.1 of the County Code; and,

WHEREAS, the amount recommended for appropriation is less than 95% of the total amount of the excess sales tax proceeds, as determined by the County Treasurer; again as authorized by code section 532.1; and,

WHEREAS, the COMBAT staff recommends that these funds be allocated in the same manner as COMBAT funds were allocated in the 2021 County budget and the County Executive's signing statement relating thereto dated December 23, 2020; now therefore,



BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2021 Anti-Crime Sales Tax Fund be and hereby is made:

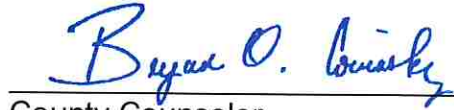
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Crime Sales Tax Fund 0008-9999	32810- Undesignated Fund Balance	\$895,004	
Jackson County Drug Task Force 008-4151	56630- Rent - Auto		15,000
008-4151	57110- Gasoline		25,000
008-4151	56790- Other Contractual Services		38,269
Anti-Violence 008-4102	56790- Other Contractual Services		29,000
Criminal Prosecution 008-4156	56790- Other Contractual Services		74,529
Community Crime/Drug Prevention 008-4156	56790- Other Contractual Services		32,511
Deferred Prosecution 008-4154	56790- Other Contractual Services		45,693
Family Court 008-2101	56790- Other Contractual Services		66,240
Circuit Court 008-3001	56790- Other Contractual Services		32,626
COMBAT Administration 008-4401	56790- Other Contractual Services		38,161
COMBAT Prevention 008-4402	56005- Community Crime Prevention		100,790
COMBAT (LESBI) 008-4403	56005- Community Crime Prevention		49,433
COMBAT Treatment 008-4404	56789- Outside Agency Funding		162,581

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Detention Center Pop. Control			
008-2304	55030- Overtime Salaries		15,610
008-2304	57010- Office Supplies		3,500
008-2304	56756- Training Expense		5,000
008-2304	56140- Travel Expense		2,000
Corrections			
008-2701	57230- Other Operating Supplies		30,000
008-2701	56756- Training Expense		10,000
008-2701	57170- Medical & Dental Supplies		15,792
008-2701	57190- Wearing Apparel		25,000
Kansas City Police Department			
008-4153	56790- Other Contractual Services		78,269
	<b>Total:</b>	<u>\$895,004</u>	<u>\$895,004</u>

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. 5539 introduced on August 30, 2021, was duly passed on \_\_\_\_\_, 2021 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. 5539.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 008 9999 32810  
ACCOUNT TITLE: Anti-Crime Sales Tax Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$895,004.00

8/26/2021  
Date

  
Chief Administrative Officer

# Request for Legislative Action

Ord. #5539

Sponsor: Theresa Cass Galvin

Date: August 30, 2021

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5539
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	8/30/2021

Introduction
<b>Action Items:</b> ['Appropriate']
<b>Project/Title:</b>
An ordinance appropriating \$895,004.00 from the undesignated fund balance of the 2021 Anti-Crime Sales Tax Fund and authorizing the funds to be distributed based on the distribution listed in Ordinance 5461 Signing Statement Attachment from the County Executive dated December 23, 2020.

Request Summary
<p>COMBAT, through its funding means, strives to assist in creating strong and safe communities for Jackson County residents by instituting safeguards against the threats of illegal drugs and violent crimes using prevention and treatment services, and supporting the criminal justice system.</p> <p>The intent of this request is to provide additional funding needed to continue the advancement of COMBAT's mission. This additional funding is available due to sales tax being up for 2021. Sales tax through June 30, 2021, is up \$942,110.00. Following County Code Chapter 5 Section 532.1, 95% may be appropriated in the amount of \$895,004.00.</p> <p>These recommendations were presented to the Jackson County COMBAT Commission on July 8, 2021, with the recommendation that the funding recommendation be presented to the Jackson County Legislature.</p> <p>Please appropriate \$895,004.00 from the undesignated fund balance of the Anti-Drug Sales Tax Fund to be distributed as outlined in the attachment.</p>

Contact Information			
<b>Department:</b>	COMBAT	<b>Submitted Date:</b>	7/9/2021
<b>Name:</b>	Keron E. Hopkins	<b>Email:</b>	KHopkins@jacksongov.org
<b>Title:</b>	Budget Coordinator	<b>Phone:</b>	816-881-1415

Budget Information	
Amount authorized by this legislation this fiscal year:	\$895,004
Amount previously authorized this fiscal year:	\$29,972,381
Total amount authorized after this legislative action:	\$30,867,385

## Request for Legislative Action

Is it transferring fund?			Yes
<b>Transferring Fund From:</b>			
Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$895,004

## Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	4151 (Jackson County Drug Task Force)	56630 (Rent - Auto)	\$15,000
008 (Anti-Crime Sales Tax Fund)	4151 (Jackson County Drug Task Force)	57110 (Gasoline)	\$25,000
008 (Anti-Crime Sales Tax Fund)	4151 (Jackson County Drug Task Force)	56790 (Other Contractual Services)	\$38,269
008 (Anti-Crime Sales Tax Fund)	4102 (Anti-Violence)	56790 (Other Contractual Services)	\$29,000
008 (Anti-Crime Sales Tax Fund)	4152 (Criminal Prosecution)	56790 (Other Contractual Services)	\$74,529
008 (Anti-Crime Sales Tax Fund)	4156 (Community Crime/Drug Prevention)	56790 (Other Contractual Services)	\$32,511
008 (Anti-Crime Sales Tax Fund)	4154 (Deferred Prosecution)	56790 (Other Contractual Services)	\$45,693
008 (Anti-Crime Sales Tax Fund)	2101 (Family Court)	57230 (Other Operating Supplies)	\$66,240
008 (Anti-Crime Sales Tax Fund)	3001 (Circuit Court)	56790 (Other Contractual Services)	\$32,626
008 (Anti-Crime Sales Tax Fund)	4401 (COMBAT Administration)	56790 (Other Contractual Services)	\$38,161
008 (Anti-Crime Sales Tax Fund)	4402 (COMBAT Prevention)	56005 (Community Crime Prevention)	\$100,790
008 (Anti-Crime Sales Tax Fund)	4403 (COMBAT (LESBI))	56005 (Community Crime Prevention)	\$49,433
008 (Anti-Crime Sales Tax Fund)	4404 (COMBAT Treatment)	56789 (Outside Agency Funding)	\$162,581
008 (Anti-Crime Sales Tax Fund)	2304 (Detention Center Pop. Control)	55030 (Overtime Salaries)	\$15,610
008 (Anti-Crime Sales Tax Fund)	2304 (Detention Center Pop. Control)	57010 (Office Supplies)	\$3,500
008 (Anti-Crime Sales Tax Fund)	2304 (Detention Center Pop. Control)	56756 (Training Expense)	\$5,000
008 (Anti-Crime Sales Tax Fund)	2304 (Detention Center Pop. Control)	56140 (Travel Expense)	\$2,000
008 (Anti-Crime Sales Tax Fund)	2701 (Corrections)	57230 (Other Operating Supplies)	\$30,000
008 (Anti-Crime Sales Tax Fund)	2701 (Corrections)	56756 (Training Expense)	\$10,000
008 (Anti-Crime Sales Tax Fund)	2701 (Corrections)	57170 (Medical & Dental Supplies)	\$15,792
008 (Anti-Crime Sales Tax Fund)	2701 (Corrections)	57190 (Wearing Apparel)	\$25,000
008 (Anti-Crime Sales Tax Fund)	4153 (Kansas City Police Department)	56790 (Other Contractual Services)	\$78,269

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5461	November 23, 2020
Prior Resolution	
Resolution:	Resolution date:

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

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

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



## Request for Legislative Action

### History

Keron E. Hopkins at 7/9/2021 11:19:10 AM - [Submitted | ]  
Department Director: Vince M. Ortega at 7/9/2021 11:44:46 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 7/12/2021 12:20:36 PM - [ Not applicable | ]  
Compliance: Katie M. Bartle at 7/13/2021 9:34:35 AM - [ Approved | eRLA 156 ]  
Finance (Budget): Mark Lang at 7/16/2021 8:39:00 AM - [ Returned for more information | On the "Budget Info" tab, please select "yes" under "Is Transferring Funds", and then add in all the account lines where the money will be appropriated to. Also, I am forwarding you an email from our Treasurer. Please work with him to make sure you are in agreement on the sales tax figure. ]  
Submitter: Keron E. Hopkins at 7/27/2021 3:32:08 PM - [ Submitted | As per Mark Lang's request, departments and accounts added for funds transfers. ]  
Department Director: Vince M. Ortega at 7/28/2021 1:25:43 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 7/28/2021 1:50:48 PM - [ Not applicable | ]  
Compliance: Jaime Guillen at 7/28/2021 2:08:09 PM - [ Approved | ]  
Finance (Budget): Mark Lang at 8/2/2021 10:28:22 AM - [ Approved | The fiscal note has been attached. ]  
Executive: Sylvia Stevenson at 8/2/2021 2:12:56 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 8/12/2021 9:56:37 AM - [ Returned for more information | fiscal adjustments per Jay's email ]  
Submitter: Keron E. Hopkins at 8/12/2021 11:12:27 AM - [ Submitted | Corrections (2701) budget change, as per Legal, updated. ]  
Department Director: Vince M. Ortega at 8/12/2021 11:42:40 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 8/16/2021 9:10:04 AM - [ Not applicable | ]  
Compliance: Jaime Guillen at 8/17/2021 10:05:06 AM - [ Approved | ]  
Finance (Budget): Mark Lang at 8/25/2021 9:52:02 AM - [ Approved | Ok'd to advance. The revised fiscal note has been attached. ]  
Executive: Sylvia Stevenson at 8/25/2021 10:04:10 AM - [ Approved | ]  
Legal: Elizabeth Freeland at 8/26/2021 11:12:25 AM - [ Approved | ]

## Supplemental Appropriation Request Jackson County, Missouri

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

Date: August 18, 2021

Ord #	5539
eRLA ID #:	156

Org Code/Description	Object Code/Description	From	To
<b>008 Anti-Crime Sales Tax Fund</b>			
9999 -	32810 Undesignated Fund Balance	\$ 895,004	\$ -
4151 Jackson County Drug Task Force	56630 Rent - Auto	-	15,000
4151 Jackson County Drug Task Force	57110 Gasoline	-	25,000
4151 Jackson County Drug Task Force	56790 Other Contractual Services	-	38,269
4102 Anti-Violence	56790 Other Contractual Services	-	29,000
4152 Criminal Prosecution	56790 Other Contractual Services	-	74,529
4156 Community Crime/Drug Prevention	56790 Other Contractual Services	-	32,511
4154 Deferred Prosecution	56790 Other Contractual Services	-	45,693
2101 Family Court	57230 Other Operating Supplies	-	66,240
3001 Circuit Court	56790 Other Contractual Services	-	32,626
4401 COMBAT Administration	56790 Other Contractual Services	-	38,161
4402 COMBAT Prevention	56005 Community Crime Prevention	-	100,790
4403 COMBAT (LESBI)	56005 Community Crime Prevention	-	49,433
4404 COMBAT Treatment	56789 Outside Agency Funding	-	162,581
2304 Detention Center Pop. Control	55030 Overtime Salaries	-	15,610
2304 Detention Center Pop. Control	57010 Office Supplies	-	3,500
2304 Detention Center Pop. Control	56756 Training Expense	-	5,000
2304 Detention Center Pop. Control	56140 Travel Expense	-	2,000
2701 Corrections	57230 Other Operating Supplies	-	30,000
2701 Corrections	56756 Training Expense	-	10,000
2701 Corrections	57170 Medical & Dental Supplies	-	15,792
2701 Corrections	57190 Wearing Apparel	-	25,000
4153 Kansas City Police Department	56790 Other Contractual Services	-	78,269
		<u>\$ 895,004</u>	<u>\$ 895,004</u>

**APPROVED**  
By Mark Lang at 4:19 pm, Aug 18, 2021

Budget Office



**FRANK WHITE, JR.**  
Jackson County Executive

December 23, 2020

Signing Statement from the County Executive

Ordinance 5461

TO THE JACKSON COUNTY LEGISLATURE:

Today I have signed Ordinance 5461, the annual appropriation order which provides the full and complete financial plan for Jackson County, Missouri's 2021 fiscal year. Pursuant to the authority granted to my office by the Constitutional Home Rule Charter of Jackson County, I have chosen to approve this Ordinance, with limited objections, commonly referred to as line-item vetoes.<sup>1</sup>

Ordinance 5461, as amended, proposes expenditures totaling \$35,800,000 from the County's Anti-Crime Sales Tax (Fund #008). Notably, both the recommended and adopted budget estimate the total income from Fund #008 of \$31,549,875. Therefore, without the line-item reductions referenced above, the County's Anti-Crime Sales Tax Fund would include \$4,250,125 in expenditures in excess of estimated revenue. In addition to being technically unbalanced, such a budget would conflict with numerous provisions of state statutes and the county's code of ordinances.<sup>2</sup>

Notably, after the necessary reductions, the following departments/entities/purposes will still receive funding equal to, if not in excess of, the expenditures proposed in the recommended budget:

- COMBAT Administration
- COMBAT Prevention (+\$1,306,001)
- COMBAT School Programming
- COMBAT Treatment (+\$1,306,001)
- KCPD
- Jackson County Drug Task Force
- Family Court
- Circuit Court

<sup>1</sup> See Jackson County Charter Article II, § 12. (2018).

<sup>2</sup> See Mo. Const. art. VI, § 26(a); Mo. Ann. Stat. § 50.610; Sec. 531-532, Jackson County Code.

**RECEIVED**

DEC 28 2020

MARY JO SPINO  
COUNTY CLERK

JHR  
9:00 am



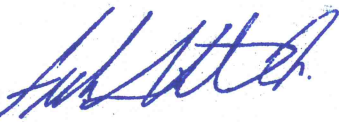
Members of the County Legislature  
December 23, 2020  
Page 2

The following departments/entities/purposes were reduced by the Legislature, but were not impacted by line-item veto:

- COMBAT Grant Match (eliminated by Legislative amendment)
- Prosecuting Attorney- Anti-Violence
- Prosecuting Attorney- Criminal Prosecution
- Prosecuting Attorney- Deferred Prosecution
- Prosecuting Attorney- Drug Prevention
- Corrections
- Jail Population Control

Finally, I would like to thank the members of the Legislature for the hard-work and tireless efforts that led to the unanimous passage of this year's annual budget. Your support and leadership have been instrumental in moving Jackson County forward and I look forward to working with each of you in the year to come.

Sincerely,

A handwritten signature in blue ink, appearing to read "Frank White, Jr.", with a long horizontal line extending to the left.

Frank White, Jr.  
Jackson County Executive  
*See Attached*

Signing Statement  
Attachment

Code	Description	RECOMMENDED	ADOPTED	Line Item Reduction	Approved Total
4401	COMBAT Administration	\$1,277,972.00	\$1,611,000.00	-\$333,028.00	\$1,277,972.00
4402	COMBAT Prevention	\$2,069,295.00	\$3,624,855.00	-\$249,559.00	\$3,375,296.00
4403	COMBAT DARE/LESBI	\$1,655,436.00	\$3,210,995.00	-\$1,555,559.00	\$1,655,436.00
4404	COMBAT Treatment	\$4,138,590.00	\$5,694,150.00	-\$249,559.00	\$5,444,591.00
4405	*Grant Match	\$1,545,074.00	\$0.00	\$0.00	\$0.00
4153	Kansas City Police	\$2,621,107.00	\$2,621,256.00	-\$149.00	\$2,621,107.00
4151	J C Drug Task Force	\$2,621,107.00	\$2,621,256.00	-\$149.00	\$2,621,107.00
4407	COMBAT Law Enforcement	\$0.00	\$1,917,488.00	-\$1,917,488.00	\$0.00
4102	Anti-Violence	\$1,096,399.00	\$971,167.00	\$0.00	\$971,167.00
4152	Criminal Pros	\$2,621,107.00	\$2,495,875.00	\$0.00	\$2,495,875.00
4154	Deferred Pros.	\$1,655,436.00	\$1,530,204.00	\$0.00	\$1,530,204.00
4156	Drug Prevention	\$1,213,986.00	\$1,088,754.00	\$0.00	\$1,088,754.00
2101	Family Court	\$2,218,284.00	\$2,636,359.00	-\$418,075.00	\$2,218,284.00
3001	Circuit Court	\$1,092,588.00	\$1,301,641.00	-\$209,053.00	\$1,092,588.00
2701	Corrections	\$3,021,171.00	\$2,705,621.00	\$0.00	\$2,705,621.00
2304	Jail Population Control	\$1,117,419.00	\$874,379.00	\$0.00	\$874,379.00
2003	COMBAT Medical	\$0.00	\$895,000.00	-\$895,000.00	\$0.00
<b>Total Line Item Reductions</b>		<b>\$29,964,971.00</b>	<b>\$35,800,000.00</b>	<b>-\$5,827,619.00</b>	<b>\$29,972,381</b>

Appropriations/Expenditures  
Total Available (See Mo. Const. art. VI, § 26(a); Mo. Ann. Stat. § 50.610; and Jackson County Code 531 & 532)  
Undesignated/Unappropriated Fund Balance  
% Funded (See Sec. 532, Jackson County Code) **94.98%** **113.47%** **95.00%**

<b>Funding Distribution</b>		
Circuit Court-3001	3.65%	\$ 32,626
Family Court-2101	7.40%	\$ 66,240
Corrections - 2701	9.03%	\$ 80,792
Detention Pop. - 2304	2.92%	\$ 26,110
COMBAT Admin-4401	4.26%	\$ 38,161
COMBAT PV -4402	11.26%	\$ 100,790
COMBAT LESBI - 4403	5.52%	\$ 49,433
COMBAT Treatment - 4404	18.17%	\$ 162,581
Prosc. Atty. Anti-Violence-4102	3.24%	\$ 29,000
Prosc. Atty. Criminal - 4152	8.33%	\$ 74,529
Prosc. Comm. Crime/Drug Prev-4156	3.63%	\$ 32,511
Prosc.-Deferred Drug Ct.-4154	5.11%	\$ 45,693
JC Drug Task Force-4151	8.75%	\$ 78,269
KCPD - 4153	8.75%	\$ 78,269
	<b><u>100.00%</u></b>	<b><u>\$ 895,004</u></b>

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

**A RESOLUTION** awarding twelve-month term and supply contracts with one twelve-month option to extend for the maintenance and repair of heavy equipment for use by the Public Works Department to American Equipment of Kansas City, KS, Romaine Electric of Kansas City, MO, KC Wholesale of Oak Grove, MO, Viking-Cives of Grain Valley, MO, and Summit Truck of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 13-21.

**RESOLUTION NO. 20744**, August 30, 2021

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, the Public Works Department has a continuing need for the maintenance and repair of heavy equipment; and,

WHEREAS, a total of forty notifications of the need for these services were distributed and five responses were received and evaluated; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the contract for the furnishing of heavy equipment maintenance and repair be split and awarded to American Equipment of Kansas City, KS, Romaine Electric of Kansas City, MO, KC Wholesale of Oak Grove, MO, Viking-Cives of Grain Valley, MO, and Summit Truck of Kansas City, MO; and,

WHEREAS, a split award is recommended to ensure the broadest availability of service and replacement parts for the various brands and types of equipment used by the Department; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases subject to annual appropriation; now therefore,

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

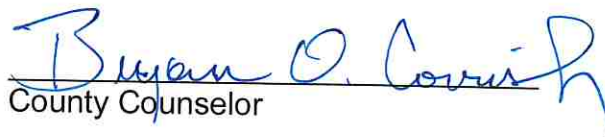
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contracts, to the extent that sufficient appropriations to the using spending agency have been made in the then current Jackson County budget.



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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20744 of August 30, 2021, was duly passed on \_\_\_\_\_, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_


Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## Request for Legislative Action

Res: #20744

Sponsor: Theresa Cass Galvin

Date: August 30, 2021

### Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20744
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	8/30/2021

### Introduction

**Action Items:** ['Award']

**Project/Title:**

Awarding a Twelve Month Term and Supply Contract, with One Twelve Month Option to Extend, for the furnishing of Heavy Equipment Maintenance for the Road & Bridge Division of Public Works Department to the following companies: Amercian Equipment, Kansas City, Kansas, Romaine Electric, Kansas City, Missouri., KC Wholesale, Oak Grove, Missouri., Viking-Cives, Grain Valley, Missouri. and Summit Truck, Kansas City, Missouri under the terms and conditions of Invitation to Bid No. 13-21.

### Request Summary

The Road & Bridge Division of the Public Works Department requires a Term and Supply Contract for Heavy Equipment Maintenance for their fleet of Heavy Equipment. The Purchasing Department issued Invitation to Bid No. 13-21 to meet those requirements.

Pursuant to Section 1054.6 of the Jackson County Code, The Public Works Department the Purchasing Department recommend a Spilt Award of Heavy Equipment Maintenance to the following companies: American Equipment, Kansas City, Kansas, Romaine Electric, Kansas City, Missouri, KC Wholesale, Oak Grove, Missouri, Viking-Cives, Grain Valley, Missouri, Summit Truck, Kansas City, Missouri. The split award will assure that the Public

Works Department fleet of Heavy Equipment will be maintained and repaired as needed.

This award is made on an "as needed" basis and does not obligate Jackson County, Missouri to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

The Public Works Department will spend approximately \$180,000.00.

### Contact Information

<b>Department:</b>	Public Works	<b>Submitted Date:</b>	5/20/2021
<b>Name:</b>	Matt Willier	<b>Email:</b>	MWillier@jacksongov.org
<b>Title:</b>	Assistant Road & Bridge Administrator	<b>Phone:</b>	816-847-7083

### Budget Information

Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	<b>!Unexpected End of Formula</b>
Total amount authorized after this legislative action:	\$

## Request for Legislative Action

Is it transferring fund?			No
<b>Single Source Funding:</b>			
Fund:	Department:	Line Item Account:	Amount:
			<b>!Unexpected End of Formula</b>

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
R 20135	April 8, 2019

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals are waived - insufficient MBE or WBE firms available	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> <li>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.</li> </ul>	

## Request for Legislative Action

### History

Matt Willier at 5/20/2021 10:00:01 AM - [Submitted | ]  
Department Director: Brian Gaddie at 7/14/2021 3:49:20 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 7/15/2021 8:51:30 AM - [ Returned for more information | Please make the following changes:(1) The term of the contract is 12 Months with 1/12 Month Option to Extend(2) In the Request Summary, 2nd paragraph remove "The Director of Finance and Purchasing" and replace with "The Public Works Department and the Purchasing Department recommend the split award"(3) Add the estimated annual amount your department will spend in this section(4) Attachments: you must attached the Bid Abstract for this bid ]  
Submitter: Caroline Deihl at 7/15/2021 10:50:21 AM - [ Submitted | ]  
Department Director: Brian Gaddie at 7/15/2021 12:08:04 PM - [ Returned for more information | Revisions 1 and 2 not complete. ]  
Submitter: Caroline Deihl at 7/15/2021 2:19:38 PM - [ Submitted | ]  
Department Director: Brian Gaddie at 7/15/2021 2:56:54 PM - [ Returned for more information | Revision required. ]  
Submitter: Matt E. Willier at 7/19/2021 7:09:10 AM - [ Submitted | ]  
Department Director: Brian Gaddie at 7/19/2021 9:30:14 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 7/21/2021 9:44:11 AM - [ Approved | ]  
Compliance: Katie M. Bartle at 7/21/2021 10:54:51 AM - [ Approved | eRLA 98 ]  
Finance (Budget): Mark Lang at 7/21/2021 11:32:19 AM - [ Returned for more information | Since this is for a Term & Supply, please remove the dollar amounts on the "Budget Info" tab, under the "Budget Information" sections. ]  
Submitter: Matt E. Willier at 7/26/2021 10:46:44 AM - [ Submitted | ]  
Department Director: Brian Gaddie at 7/26/2021 11:09:52 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 7/26/2021 11:59:03 AM - [ Approved | ]  
Compliance: Katie M. Bartle at 7/27/2021 3:24:10 PM - [ Approved | ]  
Finance (Budget): Mary Rasmussen at 7/30/2021 7:51:16 AM - [ Approved | Term & Supply; no fiscal note is required. ]  
Executive: Sylvya Stevenson at 7/30/2021 9:46:08 AM - [ Approved | ]  
Legal: Elizabeth Freeland at 8/9/2021 8:59:45 AM - [ Returned for more information | Please list previous legislation. Thx! ]  
Submitter: Matt E. Willier at 8/9/2021 9:27:02 AM - [ Submitted | ]  
Department Director: Brian Gaddie at 8/9/2021 3:14:25 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 8/9/2021 3:24:54 PM - [ Approved | ]  
Compliance: Katie M. Bartle at 8/9/2021 3:33:24 PM - [ Approved | ]  
Finance (Budget): Mark Lang at 8/10/2021 8:56:24 AM - [ Approved | ]  
Executive: Sylvya Stevenson at 8/10/2021 1:10:28 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 8/18/2021 12:23:43 PM - [ Returned for more information | check date for previous legislation. Thanks! ]  
Submitter: Matt E. Willier at 8/19/2021 9:29:40 AM - [ Submitted | ]  
Department Director: Brian Gaddie at 8/19/2021 11:35:58 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 8/19/2021 12:28:35 PM - [ Approved | ]  
Compliance: Katie M. Bartle at 8/19/2021 12:44:53 PM - [ Approved | ]  
Finance (Budget): Mark Lang at 8/19/2021 3:55:51 PM - [ Approved | ]  
Executive: Troy Schulte at 8/19/2021 4:40:42 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 8/26/2021 9:53:32 AM - [ Approved | ]



## Jackson County Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160  
Grain Valley, Missouri 64029  
(816) 847-7050 *phone*  
(816) 847-7051 *fax*

### MEMORANDUM

TO: Keith Allen, Finance and Purchasing Department

FROM: Matt Willier, Assistant Road and Bridge Administrator, Public Works Department

DATE: May 18, 2021

SUBJECT: Recommendation for Vendors: American Equipment, Romaine Electric, KC Wholesale, Viking-Cives, and Summit Truck

Please consider bid No. 13-21 Heavy Equipment Maintenance be split and awarded to American Equipment, Romaine Electric, KC Wholesale, Viking-Cives, and Summit Truck.

One single vendor does not accommodate every equipment manufacturer needed for repair of County equipment. Also, one vendor may have a cheaper price than the other for certain parts. In addition, these vendors have extensive previous experience working on County Equipment and are located within close proximity here in the KC Metro area as well.

It is estimated that Road & Bridge Public Works could spend approximately \$180,000.00 annually between these 5 vendors.

For the reasons above, it has been requested that bid No. 13-21 Heavy Equipment Maintenance be split and awarded to American Equipment, Romaine Electric, KC Wholesale, Viking-Cives, and Summit Truck.

Thank you for your consideration,

Thank you,

Matt Willier, Assistant Road & Bridge Administrator

ITB: 13-21		Date: April 20, 2021		COMMODITY: Heavy Equipment Maintenance				
NO	DESCRIPTION	UNIT	QTY	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1	Section 1 - Maintenance & Repair Service	Hour		American Equipment Kansas City, KS	Romaine Electric Kent, WA	KC Wholesale Oak Grove, MO	VIKING-CIVES Midwest Grain Valley, MO	Summit Truck Group Kansas City, MO
2	Section 2 - Equipment Manufacturer's Maintenance & Repair Services Offered			See Bid	See Bid	See Bid	See Bid	See Bid
3	Section 3 - New Parts (% Discount Offered)			See Bid	See Bid	See Bid	See Bid	See Bid
4	Section 4 - Parts (Remanufactured, Rebuilt or After-Market (% Discount Offered))			No Bid	See Bid	See Bid	No Bid	See Bid
5	Section 5 - Pick Up Service			No Bid	No Bid	See Bid	See Bid	No Bid

CERTIFICATION OF BID OPENING  
 BIDS WERE PUBLICLY  
 OPENED AND RECORDED  
 ON: April 20, 2021, BY  
Wade D. Rowland  
 CLERK OF THE LEGISLATURE  
Wade D. Rowland  
 PURCHASING

APR 20 PM2:00





**ATTACHMENT 1  
 BIDDER'S QUOTATION  
 For  
 JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 13-21**

Jackson County, Missouri would like to have quotes and information the following Maintenance & Repair Service Labor Rates, Maintenance & Repair Services Offered, New Parts, Remanufactured, Rebuilt or After Market Parts and Pick-Up Service. If you provide additional services not listed below, please submit on your company's letterhead and indicate the additional services you have available and pricing for the additional services.

**Section 1 – MAINTENANCE & REPAIR SERVICE**

Quote pricing on hourly rate for labor during regular work hours and overtime work hours. Include days of operation and travel time, if applicable. Quote pricing for work to be completed in the Successful Contractor's Shop and/or at Jackson County Locations for those times when heavy construction equipment requires field service.

NO	DESCRIPTION	UNIT	COSTS
1	Labor rate (shop), Regular work hours	Hourly	\$ 100. <sup>00</sup>
	Shop Days of Operation, regular work hours: <u>MONDAY THRU FRIDAY</u>		
	Shop Hours of Operation, regular work hours: <u>8:00 AM TO 5:00 PM</u>		
2	Labor rate (shop), Overtime work hours	Hourly	\$ N/A
	Shop Days of Operation, overtime work hours: <u>N/A</u>		
	Shop Hours of Operation, overtime work hours: <u>N/A</u>		
3	Labor rate (County Location), Regular work hours	Hourly	\$ N/A
	Shop Days of Operation, regular work hours: <u>N/A</u>		
	Shop Hours of Operation, regular work hours: <u>N/A</u>		
	Response time to County's request for service at a County Location: _____ hrs		
4	Labor rate (County Location), Overtime work hours	Hourly	\$ N/A
	Shop Days of Operation, overtime work hours: <u>N/A</u>		
	Shop Hours of Operation, overtime work hours: <u>N/A</u>		
	Response time to County's request for service at a County Location: _____ hrs		
5	Travel Charge (if applicable) for service call to a County Location for field service, Regular work hours	1 mile	\$ N/A
6	Travel Charge (if applicable) for service call to a County Location for field service, Overtime work hours	1 mile	\$ N/A
7	Estimate Fee for Repair (if applicable)	n/a	\$

A.) List all Shop locations including Point of Contact, complete address, phone number, and cell phone number (if applicable) for each location (add additional sheets on your company's letterhead if necessary to make bid complete):

AMERICAN EQUIPMENT CO.  
RYAN KEITH (913-342-1450)  
3250 HARVESTER ROAD  
KANSAS CITY, KS. 64115

**Section 2 – EQUIPMENT MANUFACTURER'S & MAINTENANCE & REPAIR SERVICE OFFERED**

A.) List All equipment manufacturers you offer parts, maintenance, and repair services on (add additional sheets on your company's letterhead if necessary to make bid complete): :

Please see attached list on letterhead

B.) List additional services and/or items (menu of additional services and/or items) and pricing for any additional services and/or items you offer the County (add additional sheets on your company's letterhead if necessary to make bid complete):

N/A

C.) List number of qualified technicians available for work to be performed in the Successful Contractor's Shop: 11

D.) List number of qualified technicians available for work to be performed at a Jackson County Location: N/A

**Section 3 – PARTS, NEW**

List manufacturer and percentage discount off manufacturers suggested list price you offer the County. If you need additional space, on your company's letterhead submit any additional manufacturers and discounts you are offering the County for New parts. **NOTE:** If offering no discount, enter a zero or N/A. Leaving a blank indicates a "no bid".

Parts orders must include freight/shipping on estimate and invoice as separate line item, if any, and may be grouped into one fee for entire order.

NO	MANUFACTURER	DISCOUNT OFFERED
8		0 %
9		0 %
10		0 %
11		0 %
12		0 %
13		0 %
14		0 %
15		0 %
16		0 %
17		0 %
18		0 %
19		0 %
20		0 %
	DESCRIPTION	QUOTE
21	Delivery of Parts Available (circle one)	YES or <u>NO</u>
22	Delivery charge, if applicable	\$ N/A
23	Minimum Order for delivery of parts, if applicable	\$ N/A
24	Delivery time after receipt of request from the County for parts delivery	N/A hours

**Section 4 – PARTS, REMANUFACTURED, REBUILT, OR AFTER-MARKET**

List manufacturer and percentage discount off manufacturer's suggested list price you offer the County for remanufactured, rebuilt or after-market parts. Prior approval by the County is REQUIRED for the use of Remanufactured, Rebuilt or After-Market Parts. If you need additional space, on your company's letterhead submit any additional manufacturers and discounts you are offering the County for remanufactured, rebuilt or after-market parts. **NOTE:** If offering no discount, enter a zero or N/A. Leaving a blank indicates a "no bid".

NO	MANUFACTURER	DISCOUNT OFFERED
8	N/A	%
9		%
10		%
11		%

12		%
13		%
14		%
15		%
16		%
17		%
18		%
19		%
20		%

**Section 5 – PICK UP SERVICE**

The Successful Contractor may be required to pick up different styles and types of equipment for repair. Indicate what type of Pick Up Services you can offer the County and include pricing for those pick up services (If you need additional space, on your company's letterhead submit with your bid response any additional information to make your bid complete):

N/A

SIGNATURE: <i>R. Keith</i>	DATE: <i>4/12/21</i>
NAME: <i>Ryan Keith</i> (Print or Type)	PHONE: <i>913-342-1450</i>
TITLE: <i>Vice President</i> (Print or Type)	CELL:
COMPANY NAME: <i>American Equipment Co</i> (Print or Type)	FAX: <i>913-342-1377</i>
EMAIL ADDRESS: <i>Sales@americanequipment.us</i> (Print or Type)	
WEB ADDRESS: <i>www.americanequipment.us</i> (Print or Type)	

3250 Harvester Road  
Kansas City, KS 66115  
Phone 913-342-1450  
800-487-1450  
Fax 913-342-1377  
www.americanequipment.us

# American

## EQUIPMENT CO.

SPECIALIZING IN CUSTOM TRUCK EQUIPMENT FOR THE  
CONTRACTING • MUNICIPAL • REFUSE INDUSTRIES

Jackson County Missouri Invitation to Bid No., 13-21

Section 2 – EQUIPMENT MANUFACTURER’S & MAINTENANCE & REPAIR SERVICE OFFERED

A.) List all equipment manufacturers you offer parts, maintenance, and repair services on.

Aero Industries, Inc.	LIFT-A-LOT CORPORATION	Rugby Manufacturing Co.
BOSS Snowplow	Liftmoore, Inc.	Shur-Co, LLC
Buyers Products, Inc.	Luverne Truck Equipment	Southco Industries, Inc.
Cadet Manufacturing, Inc.	Marathon Equipment Co.	Stellar Industries, Inc.
Certified Power, Inc.	Mason Dynamics, Inc.	Stepp Manufacturing Co., Inc.
Chandler Equipment	Masterack, LLC	Superior Signals, Inc.
CM Truck Beds	Maxon Lift Corp	Swaploader U.S.A., Ltd.
Crysteel Manufacturing, Inc	Metal Pless	Tafco Equipment Co
CW Mill Equipment	Meyer Distributing	Tarping Systems, Inc.
Dakota Bodies LLC	Miller Electric	Thieman Tailgates, Inc.
Deerskin MFG.	Minimizer LLC	Timbren Industries Inc.
Apex Tool Group, LLC	Monroe Truck Equipment, Inc.	Toter, LLC c/o Wastequip, LLC
Dimensions / Magnum Inverters	Muncie Power Products, Inc.	US Tarp
Diversified Products Mfg.	North American Signal Co.	VanAir Manufacturing Inc
DuraTech Industries	O'Brian Manufacturing	VariTech Industries Inc
EZ Stack LLC	Omaha Standard, LLC	Vibco Products
Economy Manufacturing	OneSource Parts	Warren, Inc.
Fleet Engineers	Onspot of North America, Inc.	Whelen Engineering Co, Inc.
Flink Snow Plows & Spreaders	Otto Environmental Systems	Zip's Truck Equipment, Inc.
Force America Distributing LLC	Palfinger Liftgates, LLC	
Galfab, LLC	Perkins Manufacturing Co.	
H.D. Industries, Inc.	Pioneer / Mountain Tarp	
Hannay Reels	Premier Manufacturing Co.	
Henke Manufacturing Corporation	Pro-Vision, Inc.	
Highway Products Inc.	Pulltarps Manufacturing	
Hillsboro Industries, Inc.	RC Industries, Inc.	
HOL-MAC Corporation	Reading Truck Body, LLC	
Holtz Industries, Inc.	Reelcraft Industries, Inc.	
Kalmar USA Inc.	Ridewell Corporation	
Kaye Corporation	Rigid Hitch Inc.	
Kennametal Inc.	RKI, Inc.	
Kinedyne LLC	Roll Rite, LLC	
Lemco Hydraulics Inc	Rosco, Inc.	



**ATTACHMENT 1  
 BIDDER'S QUOTATION  
 For  
 JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 13-21**

Jackson County, Missouri would like to have quotes and information the following Maintenance & Repair Service Labor Rates, Maintenance & Repair Services Offered, New Parts, Remanufactured, Rebuilt or After Market Parts and Pick-Up Service. If you provide additional services not listed below, please submit on your company's letterhead and indicate the additional services you have available and pricing for the additional services.

**Section 1 – MAINTENANCE & REPAIR SERVICE**

Quote pricing on hourly rate for labor during regular work hours and overtime work hours. Include days of operation and travel time, if applicable. Quote pricing for work to be completed in the Successful Contractor's Shop and/or at Jackson County Locations for those times when heavy construction equipment requires field service.

NO	DESCRIPTION	UNIT	COSTS
1	Labor rate (shop), Regular work hours Shop Days of Operation, regular work hours: <u>M-F</u> Shop Hours of Operation, regular work hours: <u>8-5</u>	Hourly	\$ <b>100.00</b>
2	Labor rate (shop), Overtime work hours Shop Days of Operation, overtime work hours: <u>N/A</u> Shop Hours of Operation, overtime work hours: <u>N/A</u>	Hourly	\$ <b>0</b>
3	Labor rate (County Location), Regular work hours Shop Days of Operation, regular work hours: <u>SEE # 1</u> Shop Hours of Operation, regular work hours: <u>SEE # 1</u> Response time to County's request for service at a County Location: _____ hrs	Hourly	\$
4	Labor rate (County Location), Overtime work hours Shop Days of Operation, overtime work hours: <u>SEE #2</u> Shop Hours of Operation, overtime work hours: <u>SEE #2</u> Response time to County's request for service at a County Location: _____ hrs	Hourly	\$
5	Travel Charge (if applicable) for service call to a County Location for field service, Regular work hours	1 mile	\$ <b>0</b>
6	Travel Charge (if applicable) for service call to a County Location for field service, Overtime work hours	1 mile	\$ <b>0</b>
7	Estimate Fee for Repair (if applicable)	n/a	\$ <b>0</b>

A.) List all Shop locations including Point of Contact, complete address, phone number, and cell phone number (if applicable) for each location (add additional sheets on your company's letterhead if necessary to make bid complete):

**Will add as an attachment.**

---



---



---



---

Section 2 – EQUIPMENT MANUFACTURER'S & MAINTENANCE & REPAIR SERVICE OFFERED

A.) List All equipment manufacturers you offer parts, maintenance, and repair services on (add additional sheets on your company's letterhead if necessary to make bid complete): :

**Will add as an attachment.**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

B.) List additional services and/or items (menu of additional services and/or items) and pricing for any additional services and/or items you offer the County (add additional sheets on your company's letterhead if necessary to make bid complete):

**N/A**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

C.) List number of qualified technicians available for work to be performed in the Successful Contractor's Shop: **1**

D.) List number of qualified technicians available for work to be performed at a Jackson County Location: **1**



**Section 3 – PARTS, NEW**

List manufacturer and percentage discount off manufacturers suggested list price you offer the County. If you need additional space, on your company’s letterhead submit any additional manufacturers and discounts you are offering the County for New parts. **NOTE:** If offering no discount, enter a zero or N/A. Leaving a blank indicates a “no bid”. Parts orders must include freight/shipping on estimate and invoice as separate line item, if any, and may be grouped into one fee for entire order.

NO	MANUFACTURER	DISCOUNT OFFERED
8	<b>Will add as an attachment.</b>	%
9		%
10		%
11		%
12		%
13		%
14		%
15		%
16		%
17		%
18		%
19		%
20		%
	DESCRIPTION	QUOTE
21	Delivery of Parts Available (circle one)	<b>YES</b> YES or NO
22	Delivery charge, if applicable	\$ <b>0</b>
23	Minimum Order for delivery of parts, if applicable	\$ <b>25.00</b>
24	Delivery time after receipt of request from the County for parts delivery	<b>2-4</b> hours

**Section 4 – PARTS, REMANUFACTURED, REBUILT, OR AFTER-MARKET**

List manufacturer and percentage discount off manufacturer’s suggested list price you offer the County for remanufactured, rebuilt or after-market parts. Prior approval by the County is REQUIRED for the use of Remanufactured, Rebuilt or After-Market Parts. If you need additional space, on your company’s letterhead submit any additional manufacturers and discounts you are offering the County for remanufactured, rebuilt or after-market parts. **NOTE:** If offering no discount, enter a zero or N/A. Leaving a blank indicates a “no bid”.

NO	MANUFACTURER	DISCOUNT OFFERED
8	<b>Will add as an attachment.</b>	%
9		%
10		%
11		%

12		%
13		%
14		%
15		%
16		%
17		%
18		%
19		%
20		%

**Section 5 – PICK UP SERVICE**

The Successful Contractor may be required to pick up different styles and types of equipment for repair. Indicate what type of Pick Up Services you can offer the County and include pricing for those pick up services (If you need additional space, on your company's letterhead submit with your bid response any additional information to make your bid complete):

N/A

---



---



---



---

SIGNATURE: <i>Casey Haskin</i>	DATE: 4/16/2021
NAME: <b>Casey Haskin</b> (Print or Type)	PHONE: <b>800-426-5005</b>
TITLE: <b>Transit, Bids &amp; Contracts Manager</b> (Print or Type)	CELL:
COMPANY NAME: <b>Romaine Electric Corporation</b> (Print or Type)	FAX: <b>206-374-2114</b>
EMAIL ADDRESS: <b>rexcoBid@romaineelectric.com</b> (Print or Type)	
WEB ADDRESS: <b>www.romaineelectric.com</b> (Print or Type)	



1. Romaine Headquarters Kent; Store 1

- 8811 S. 208<sup>th</sup> St., P.O. Box 5069
- Kent WA. 98031-1203 (98064-5069) (King County)
- PH. 800-426-5005, 425-264-1700
- Fax 425-264-0488
- Nick Staub, President 877-295-2712 [nickstaub@romaineelectric.com](mailto:nickstaub@romaineelectric.com)
- Shawn Bray, Director of Operations 800-529-3955  
[shawnbray@romaineelectric.com](mailto:shawnbray@romaineelectric.com)
- Casey Haskin, Transit & Bid Manager 800-426-5005 x 0135  
[caseyhaskin@romaineelectric.com](mailto:caseyhaskin@romaineelectric.com)
- [rexcobid@romaineelectric.com](mailto:rexcobid@romaineelectric.com) (Rexcobid email goes to Shawn & Casey)
- 
- Shelly Cash, Accounts Receivable/Credit Dept. 800-529-2118 x 0126

2. Romaine Electric Salt Lake City; Rexco SLC Store 4

- 3696 W. 2100 S.
- Salt Lake City UT. 84120
- PH. 800-294-3664, 801-819-7566
- Fax 801-819-7572
- David Johnson
- [davejohnson@romaineelectric.com](mailto:davejohnson@romaineelectric.com)

3. Romaine Electric Kansas City; Store 11

- 1451 N. Topping
- Kansas City MO. 64120
- PH. 866-770-8688, 816-241-8688
- Fax 816-241-8699
- Kevin Stone Manger
- [kevinstone@romaineelectric.com](mailto:kevinstone@romaineelectric.com)
- Kevin Stone Sr. Sales Manager
- [kstone@romaineelectric.com](mailto:kstone@romaineelectric.com)



Line Name	% Off List	New	Reman Units	New Parts
Almott	20%	X		
Ametek	56%	X		
Bosch	56%	X		
Borg Warner/Delco Remy Units	62%	X	68%	56%
C.E. Niehoff Units	71%	X	56%	68%
Cole Hersee/Little Fuse	56%	X		
Denso	56%	X		
Ecco	56%	X		
EMP	20%	X		
Kussmaul	56%	X		
Mahle	56%	X		
Mitsubishi	56%	X		
PennTex	40%	X		
Prestolite/Leece Neville	62%	X		
Romaine Electric	62%	X		
Vanner	27%	X		
4/7/2021				

Online Account @ <http://www.romaineelectric.com/>



### Romaine Transit Customer References

1. **Los Angeles Metropolitan Transit Authority**  
One Gateway Plaza, Los Angeles CA. 90012  
**Richard Bonino** Sr. Buyer, PH: 213-922-1026  
[boninor@metro.net](mailto:boninor@metro.net)
2. **Tri Met**  
4400 S. E. 17<sup>th</sup> Ave. Portland OR. 97202  
**Mike Rushfeldt** Sr. Buyer, PH: 503-962-4869  
[rushfeldm@trimet.org](mailto:rushfeldm@trimet.org)
3. **Sun Tran**  
3920 N. Sun Tran Bv. Tucson AZ.85705  
**Rene Guillen** Sr. Buyer, PH: 520-206-8833  
[Rene.guillen@tucsonaz.gov](mailto:Rene.guillen@tucsonaz.gov)
4. **OmniTrans**  
1700 West 5<sup>th</sup> St. San Bernardino CA. 92411  
**Rick Barone** Buyer, PH: 909-379-7204  
[Rick.barone@omnitrans.org](mailto:Rick.barone@omnitrans.org)
5. **Community Transit**  
7100 Hardeson Road Everett WA. 98203  
**Bob Hintz** Buyer, PH: 425-348-7180  
[bob.hintz@comtrans.org](mailto:bob.hintz@comtrans.org)
6. **Pierce County Transit**  
3701 96<sup>th</sup> St. S.W. Lakewood WA. 98499  
**Cary Huber** Buyer, PH: 253-593-4529  
[c.hubbard@piercetransit.org](mailto:c.hubbard@piercetransit.org)
7. **King County (Metro)**  
401 5<sup>th</sup> Av. Seattle WA. 98104  
**Tom Mulvihill** Buyer, PH: 206-684-2203  
[TOM.MULVIHILL@KINGCOUNTY.GOV](mailto:TOM.MULVIHILL@KINGCOUNTY.GOV)

*Casey Hasbin*



1. Current Contracts;

- King County WA., Furnish Niehoff Replacement Alternators and Repair Parts (As Requested By King County Personnel, During the Period July 11, 2016, Through July 10, 2021, in Accordance with King County ITB 1189-16-JAS and the Responding Bid #1 From Romaine Electric Corporation, Both Incorporated By Reference. Estimated Annual Contract Value: \$100,000.00)
- Los Angeles Metropolitan Transit Authority; 50DN New Alternators, 11/7/2015-11/6/2016, IFB 14-0028 in the amount of \$1,060,160.00.
- OmniTrans California, Contract MNT17-01 from 11/10/2016-11/30/2019 in the amount of \$235,000.00 for supply and rebuilding of Alternators and Starters.
- Sun Tran Tucson AZ., Rebuild New Bus Alternators & Starters #16-17-01 from 08/10/2016-08/31/2017, in the amount of \$37,380.24.
- Tri Met Supply Electric Starters & Repair Lots 1-2, BI170291LC, from 6/9/2017-6/8/2022 \$163,709.75.

2. Romaine Electric Corporation is a 96+ year old family owned, multi-level Manufacturer/Distributor Company of Rotating Electrical products for the Automotive, Marine, Transits, Emergency Services, and Agricultural industries. Romaine HQ and Distribution center is located in Kent Washington. Romaine Electric has 7 locations in Washington, along with locations in California, Oregon, Utah and Kansas City MO.

3. Key Contacts;

- Nick Staub, President [nickstaub@romaineelectric.com](mailto:nickstaub@romaineelectric.com) PH. 877-295-2712
- Shawn Bray, Director of Operations, [shawnbray@romaineelectric.com](mailto:shawnbray@romaineelectric.com) PH. 800-529-3955
- Casey Haskin, Manager of Bids, Transits, [caseyhaskin@romaineelectric.com](mailto:caseyhaskin@romaineelectric.com) PH. 800-426-5005

*Casey Haskin*



## 1. Current Contracts;

- King County WA; ITB 1189-16-JAS, Furnish Niehoff Replacement Alternators and Repair Parts, from 7/11/2016-7/10/2021, **\$100,000.00.**
- Los Angeles Metropolitan Transit Authority; IFB 14-0028, 50DN New Alternators, 11/7/2015-11/6/2016, **\$1,060,160.00. Over.**
- Los Angeles Metropolitan Transit Authority; IFB MA48271000, Supply New Spark Plug Kits, 4/27/2018-4/26/2020, **\$1,402,317.36. Over.**
- Los Angeles Metropolitan Transit Authority; MA55513, Supply New Niehoff Regulators, 10/1/2018-10/1/2019, **\$306,901.13. Over.**
- Los Angeles Metropolitan Transit Authority; MM59694000, Supply Starters, from 12/26/2018-12/25/2019, **\$34,624.80. Over.**
- Los Angeles Metropolitan Transit Authority; MA38857000, Supply EMP Alternators, from 5/30/2017-5/30/2019, **\$61,309.00. Over.**
- Los Angeles Metropolitan Transit Authority; MA70604000, Supply EMP Fans, from 6/29/2020-6/28/2021, \$61,320.00
- Los Angeles Metropolitan Transit Authority; MM71483000, Supply 8200435 Starters from 8/11/2020-8/10-2021, \$26,910.00
- OmniTrans California; Contract MNT17-01C, for supply and rebuilding of Alternators and Starters, from 11/10/2016-11/30/2019, 2020, 2021, **\$235,000.00.**
- OmniTrans California; MNT18-15-I, for supply of Turbo Chargers, from 3/1/2018-2/2/2021, in the amount of **\$57,731.28.**
- Sun Tran Tucson AZ. 16-17-01, Rebuild New Bus Alternators & Starters, from 08/10/2016-08/31/2020, 2021, in the amount of **\$37,380.24.**
- Tri Met; Supply Electric Starters & Repair Lots 1-2, BI170291LC, from 6/9/2017-6/8/2022 **\$163,709.75.**
- Tri Met; Supply Niehoff Alternators & Parts, BI180133LC, from 1/17/2018-1/16/2023, **\$1,221,551.95.**
- Tri Met; Supply Niehoff RPM Units, BI200117SJ, From 1/22/2020-1/21/2025, **\$573,525.00**
- COTA, Central Ohio Transit; RFB#2017-19 & RFB#2018-10, for supply of 50DN Alternators, from 8/1/2017- 7/31/2019, **\$64,078.70. Over.**

- COTA, Central Ohio Transit; RFB#2017-30, for supply of 50DN Alternators, from 1/1/2018-12/31/2018, **\$32,171.40. Over.**
- COTA, Central Ohio Transit; RFB#2018-05, for supply of Starters, Regulators, from 6/1/2018-5/31/2019, **\$9,776.24. Over.**
- COTA, Central Ohio Transit; RFB#2018-18 for supply of 50DN Alternators, from 1/1/2019-12/31/2019 **\$26,634.32. Over.**
- COTA, Central Ohio Transit; RFB#2019-32 for supply of Bus Parts from 1/1/2020-12/31/2020 **\$17,250.28. Over.**
- COTA, Central Ohio Transit; RFB#2020-10 for supply of Bus Parts from 7/1/2020-6/30/2021 **\$22,689.12**
- Houston Metro; 7018000094, for Supply of Niehoff Alternators & Regulators, From 4/16/2018-4/15/2020, **\$100,681.60. Over.**
- Houston Metro 7018000283; for Supply of Delco Regulators, from 12/1/2018-11/30/2020, **\$7973.28**
- Chapel Hill N. C.; P18-104, for Supply of Alternators, from 9/11/2017-10/31/2018, **\$34,061.00. Over.**
- Wake County P.S.S. N.C.; 251-18-239, for Supply of Alternators & Starters, from 11/2/2017-10/31/2018, **\$13,386.65. Over.**
- Pace Suburban Bus; 226463, for Supply of Alternators, from 11/9/2017-11/8/2019, **\$5,651.40. Over.**
- Pace Suburban Bus; 227653 B, for Supply of Alternators, from 8/1/2018-7/31/2020, **\$55,608.29. Over.**
- Santa Monica Big Blue Bus; 11901613, for Supply of Alternators & Starters, from 6/4/2018-6/30/2020, 2021, **\$52,010.00.**
- Santa Monica Big Blue Bus; 12001123, for Supply of Alternators & Starters, from 6/4/2018-6/30/2020, 2021, **\$353,985.00.**
- Riverside Transit; RFQ 18-010, for Supply of Niehoff Regulators, from 4/1/2018-3/30/2019, **\$10,050.59. Over.**
- Riverside Transit; RFQ 19-038, for Supply of Niehoff Regulators, from 4/1/2019-3/30/2020, **\$10,050.59. Over.**
- VIA Transit; 17-210, for supply of regulators & Bearings, from 8/1/2017-9/30/2018, **\$11,259.50. Over.**
- City of El Paso: 2018-1088, for Supply of Alternators, Starters, & Related Parts, from 11/8/2018-11/7/2021, **\$134,599.00.**
- City of El Paso: 2016-411, For Supply of New Alternators, from 8/4/2020-2/8/2021, **\$49,260.00**
- COPTA –City of Oklahoma-Embark Transit; 2018008, for Supply of Parts For Buses, from 7/1/2017-6/30/2021, **@50% off List.**
- Utah State DOT; 30539, DOT18-717PT, for Aftermarket Heavy Truck/Equipment Replacement Parts, from 8/29/2018-8/2018-2023, **@ 57% off List.**
- City of San Jose; OP56615, Automotive Equipment & Parts, From 11/10/2018-11/9/2019, 2020, 2021, **@ \$40,000.00.**



- City of Albuquerque: SHR000021829, Supply of Parts, from 5/29/2019-5/28/2023,
- Capitol District T.A.: 145-3000, CDTA Maintenance, 1/8/2020-1/8/2022, @ \$36,070.00
- LYNX: RFQ 20-Q39, Supply Rebuilt EMP Alternators, from 3/25/2020-3/25/2021, \$13,274.55
- Suburban Mobility SMART: 20-3109 Rebuild of Starters & Alternators, From 6/1/2020-5/31/2023, \$180,000.00
- Orange County Fire: R02400, Supply Alternators & Starters, from 11/8/2019-10/31/2020, \$62,909.51

2. Romaine Electric Corporation is a 96+ year old family owned, multi-level Manufacturer/Distributor Company of Rotating Electrical products for the Automotive, Marine, Transits, Emergency Services, and Agricultural industries. Romaine HQ and Distribution center is located in Kent Washington. Romaine Electric has 7 locations in Washington, along with locations in California, Oregon, Utah and Kansas City MO., Texas & Virginia.

3. Key Contacts;

- Nick Staub, President [nickstaub@romaineelectric.com](mailto:nickstaub@romaineelectric.com) PH. 877-295-2712
- Shawn Bray, Director of Operations, [shawnbray@romaineelectric.com](mailto:shawnbray@romaineelectric.com) PH. 800-529-3955
- Casey Haskin, Manager of Bids, Transits, [caseyhaskin@romaineelectric.com](mailto:caseyhaskin@romaineelectric.com) PH. 800-426-5005
- 2018 Total Contracts as of 10/16/2018, \$3,286,180.08. Average Contract size is \$298,743.64.  
12/26/2018: \$4,220,170.59
- 12/17/2019:
- 7/2/2020:



**ATTACHMENT 1  
 BIDDER'S QUOTATION  
 For  
 JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 13-21**

Jackson County, Missouri would like to have quotes and information the following Maintenance & Repair Service Labor Rates, Maintenance & Repair Services Offered, New Parts, Remanufactured, Rebuilt or After Market Parts and Pick-Up Service. If you provide additional services not listed below, please submit on your company's letterhead and indicate the additional services you have available and pricing for the additional services.

**Section 1 – MAINTENANCE & REPAIR SERVICE**

Quote pricing on hourly rate for labor during regular work hours and overtime work hours. Include days of operation and travel time, if applicable. Quote pricing for work to be completed in the Successful Contractor's Shop and/or at Jackson County Locations for those times when heavy construction equipment requires field service.

NO	DESCRIPTION	UNIT	COSTS
1	Labor rate (shop), Regular work hours Shop Days of Operation, regular work hours: <u>Mon - Fri</u> Shop Hours of Operation, regular work hours: <u>8AM - 4<sup>30</sup>pm</u>	Hourly	\$ <u>85<sup>00</sup> hr</u>
2	Labor rate (shop), Overtime work hours Shop Days of Operation, overtime work hours: <u>N/A</u> Shop Hours of Operation, overtime work hours: _____	Hourly	\$ <u>N/A</u>
3	Labor rate (County Location), Regular work hours Shop Days of Operation, regular work hours: <u>Mon - Fri</u> Shop Hours of Operation, regular work hours: <u>8AM - 4<sup>30</sup>pm</u> Response time to County's request for service at a County Location: <u>1</u> hrs	Hourly	\$ <u>85<sup>00</sup> hr</u>
4	Labor rate (County Location), Overtime work hours Shop Days of Operation, overtime work hours: <u>N/A</u> Shop Hours of Operation, overtime work hours: _____ Response time to County's request for service at a County Location: _____ hrs	Hourly	\$ <u>N/A</u>
5	Travel Charge (if applicable) for service call to a County Location for field service, Regular work hours	1 mile	\$ <u>25</u>
6	Travel Charge (if applicable) for service call to a County Location for field service, Overtime work hours	1 mile	\$ <u>N/A</u>
7	Estimate Fee for Repair (if applicable)	n/a	\$ <u>Free estimates</u>

A.) List all Shop locations including Point of Contact, complete address, phone number, and cell phone number (if applicable) for each location (add additional sheets on your company's letterhead if necessary to make bid complete):

KC Wholesale  
701 SW 1st St.  
Dak Grove, MO 64075  
816-690-6600

Where  
Parts

**Section 2 – EQUIPMENT MANUFACTURER'S & MAINTENANCE & REPAIR SERVICE OFFERED**

A.) List All equipment manufacturers you offer parts, maintenance, and repair services on (add additional sheets on your company's letterhead if necessary to make bid complete): :

All OEM & Heavy Truck & Trailer  
Manufacturers

B.) List additional services and/or items (menu of additional services and/or items) and pricing for any additional services and/or items you offer the County (add additional sheets on your company's letterhead if necessary to make bid complete):

Mechanical Repair +/or Collision  
Body Repair

C.) List number of qualified technicians available for work to be performed in the Successful Contractor's Shop: 12

D.) List number of qualified technicians available for work to be performed at a Jackson County Location: 12

**Section 3 – PARTS, NEW**

List manufacturer and percentage discount off manufacturers suggested list price you offer the County. If you need additional space, on your company's letterhead submit any additional manufacturers and discounts you are offering the County for New parts. **NOTE:** If offering no discount, enter a zero or N/A. Leaving a blank indicates a "no bid".

Parts orders must include freight/shipping on estimate and invoice as separate line item, if any, and may be grouped into one fee for entire order.

NO	MANUFACTURER	DISCOUNT OFFERED
8	<i>We are a wholesale buyer</i>	%
9		<i>County Markup 20%</i>
10		%
11		%
12		%
13		%
14		%
15		%
16		%
17		%
18		%
19		%
20		%
	DESCRIPTION	QUOTE
21	Delivery of Parts Available (circle one)	<u>YES</u> or NO
22	Delivery charge, if applicable	\$ <i>0</i>
23	Minimum Order for delivery of parts, if applicable	\$ <i>1000</i>
24	Delivery time after receipt of request from the County for parts delivery	<i>5 minutes</i> hours

**Section 4 – PARTS, REMANUFACTURED, REBUILT, OR AFTER-MARKET**

List manufacturer and percentage discount off manufacturer's suggested list price you offer the County for remanufactured, rebuilt or after-market parts. Prior approval by the County is REQUIRED for the use of Remanufactured, Rebuilt or After-Market Parts. If you need additional space, on your company's letterhead submit any additional manufacturers and discounts you are offering the County for remanufactured, rebuilt or after-market parts. **NOTE:** If offering no discount, enter a zero or N/A. Leaving a blank indicates a "no bid".

NO	MANUFACTURER	DISCOUNT OFFERED
8	<i>We are a wholesale buyer</i>	%
9		<i>County markup 20%</i>
10		%
11		%

12		%
13		%
14		%
15		%
16		%
17		%
18		%
19		%
20		%

**Section 5 – PICK UP SERVICE**

The Successful Contractor may be required to pick up different styles and types of equipment for repair. Indicate what type of Pick Up Services you can offer the County and include pricing for those pick up services (If you need additional space, on your company's letterhead submit with your bid response any additional information to make your bid complete):

N/A

---



---



---

SIGNATURE:		DATE: 04/07/2021
NAME: Lane Letchworth	(Print or Type)	PHONE: 816-690-6600
TITLE: Owner	(Print or Type)	CELL:
COMPANY NAME: KC Wholesale	(Print or Type)	FAX: 816-625-6168
EMAIL ADDRESS: lane@kcwholesale.net	(Print or Type)	
WEB ADDRESS: www.kcwholesale.com	(Print or Type)	



**ATTACHMENT 1  
 BIDDER'S QUOTATION  
 For**

**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 13-21**

Jackson County, Missouri would like to have quotes and information the following Maintenance & Repair Service Labor Rates, Maintenance & Repair Services Offered, New Parts, Remanufactured, Rebuilt or After Market Parts and Pick-Up Service. If you provide additional services not listed below, please submit on your company's letterhead and indicate the additional services you have available and pricing for the additional services.

**Section 1 – MAINTENANCE & REPAIR SERVICE**

Quote pricing on hourly rate for labor during regular work hours and overtime work hours. Include days of operation and travel time, if applicable. Quote pricing for work to be completed in the Successful Contractor's Shop and/or at Jackson County Locations for those times when heavy construction equipment requires field service.

NO	DESCRIPTION	UNIT	COSTS
1	Labor rate (shop), Regular work hours Shop Days of Operation, regular work hours: <u>monday-friday</u> Shop Hours of Operation, regular work hours: <u>8am-430pm</u>	Hourly	\$ 100.00
2	Labor rate (shop), Overtime work hours Shop Days of Operation, overtime work hours: <u>as needed</u> Shop Hours of Operation, overtime work hours: <u>as needed</u>	Hourly	\$ 150.00
3	Labor rate (County Location), Regular work hours Shop Days of Operation, regular work hours: <u>monday-friday</u> Shop Hours of Operation, regular work hours: <u>8 am to 430pm</u> Response time to County's request for service at a County Location: <u>24</u> hrs	Hourly	\$ 115.00
4	Labor rate (County Location), Overtime work hours Shop Days of Operation, overtime work hours: <u>as needed</u> Shop Hours of Operation, overtime work hours: <u>as needed</u> Response time to County's request for service at a County Location: _____ hrs	Hourly	\$ 165.00
5	Travel Charge (if applicable) for service call to a County Location for field service, Regular work hours	1 mile	\$ 1.65 per mile
6	Travel Charge (if applicable) for service call to a County Location for field service, Overtime work hours	1 mile	\$ 1.65 per mile
7	Estimate Fee for Repair (if applicable)	n/a	\$ no charge

A.) List all Shop locations including Point of Contact, complete address, phone number, and cell phone number (if applicable) for each location (add additional sheets on your company's letterhead if necessary to make bid complete):

Viking Cives Midwest 1200 nw Pamela Blvd , Grain Valley, Mo 64029 ph 816-625-0144

contact Dale Willis 816-556-6851

Viking Cives Midwest( corporate facility) 22956 us 61, Oran, Mo 63721 ph 573-262-3545

contact Dan Wheeler 573-263-3545



**Section 2 – EQUIPMENT MANUFACTURER'S & MAINTENANCE & REPAIR SERVICE OFFERED**

A.) List All equipment manufacturers you offer parts, maintenance, and repair services on (add additional sheets on your company's letterhead if necessary to make bid complete): :

see attached

B.) List additional services and/or items (menu of additional services and/or items) and pricing for any additional services and/or items you offer the County (add additional sheets on your company's letterhead if necessary to make bid complete):

see attached

C.) List number of qualified technicians available for work to be performed in the Successful Contractor's Shop: 1-2

D.) List number of qualified technicians available for work to be performed at a Jackson County Location: 1-2



**Attachment-section 2;A.**

Equipment Manufactures, maintenance  
and repair service offered

Viking Bodies  
Viking plows  
Viking spreaders  
Viking hitches and related components  
Beau-roc Bodies  
Force America hydraulics  
Certified Power hydraulics  
VariTech pre wet sytems  
Henke equipment  
Eaton hydraulic fittings and hoses  
Swenson Spreaders  
Flink Spreaders  
Monroe Spreaders  
Boss Plows  
Buyers Spreaders  
Warren Spreaders  
Western plows  
Rugby Bodies  
Tbei Bodies  
Dakota Bodies  
Aero tarps  
Mountain Tarps  
Snow Wheels  
Cougar vibrators  
Insta chain



**Section 2, Part B.( Addition services)**

Spreader repairs

Plow repairs

Dump body repair

Hydraulic repair

Hydraulic hoses

Electrical/wiring repair related to snow and ice equipment

Service and repair of most major brands of snow and ice equipment

Welding

Body replacements

Snow and ice Equipment upgrades

**Labor rate** for repairs is standard shop rate as previously listed. Quotes will be provided upon request prior to any work being completed

**Section 3 – PARTS, NEW**

List manufacturer and percentage discount off manufacturers suggested list price you offer the County. If you need additional space, on your company's letterhead submit any additional manufacturers and discounts you are offering the County for New parts. **NOTE:** If offering no discount, enter a zero or N/A. Leaving a blank indicates a "no bid".

Parts orders must include freight/shipping on estimate and invoice as separate line item, if any, and may be grouped into one fee for entire order.

NO	MANUFACTURER	DISCOUNT OFFERED
8	see attached	%
9		%
10		%
11		%
12		%
13		%
14		%
15		%
16		%
17		%
18		%
19		%
20		%
	DESCRIPTION	QUOTE
21	Delivery of Parts Available (circle one)	<input checked="" type="radio"/> YES or <input type="radio"/> NO
22	Delivery charge, if applicable	\$ no charge
23	Minimum Order for delivery of parts, if applicable	\$ none
24	Delivery time after receipt of request from the County for parts delivery	8 hours hours

**Section 4 – PARTS, REMANUFACTURED, REBUILT, OR AFTER-MARKET**

List manufacturer and percentage discount off manufacturer's suggested list price you offer the County for remanufactured, rebuilt or after-market parts. Prior approval by the County is REQUIRED for the use of Remanufactured, Rebuilt or After-Market Parts. If you need additional space, on your company's letterhead submit any additional manufacturers and discounts you are offering the County for remanufactured, rebuilt or after-market parts. **NOTE:** If offering no discount, enter a zero or N/A. Leaving a blank indicates a "no bid".

NO	MANUFACTURER	DISCOUNT OFFERED
8	N/A	%
9		%
10		%
11		%



**Section 3, Parts, New**

<b>section 3, parts, new</b>	<b>manufacture</b>	<b>discount</b>
	Viking dump bodies	25%
	Viking plows, hitches and components	25%
	Viking Spreaders and components	25%
	Force America Hydraulics	20%
	Certified hydraulics	20%
	Varitec Industries	20%
	Pro Vision USA	10%
	Henke snow plows and equipment	15%
	Warren and Monroe spreaders	15%
	Whelen -Emergency and warning lighting	30%
	North American Signal- Emergency and warning Lighting	20%
	Truck-lite- oem vehicle lighting	20%
	Grote -oem vehicle lighting	20%
	Ecco- lighting and equipment	20%
	Maxxima- Oem lighting	20%
	Cougar vibrators	20%
	Aero tarps	20%
	Mountain tarps	20%
	Shure-co tarps	20%
	Banjo sprayer-liquid handling equipment and parts	20%
	Insta chain	20%
	On spot chain systems	20%
	Snow- Wheels	15%
	John henry foster-Eaton hydraulics and hoses	20%
	Kr Johnson hydraulics	20%
	Winter equipment	15%
	Kueper Blades	20%
	Valk blades	25%
	Sabre/Evolution Blades	20%
	Boss products	15%
	Buyers products	20%



**Section 3, Parts, new cont'd**

<b>Direkt force cylinders</b>	<b>20%</b>
<b>Roadwatch</b>	<b>15%</b>
<b>Premier mfg -Safe-Tite</b>	<b>25%</b>
<b>Redneck trailer supplies</b>	<b>15%</b>
<b>Crest hardware</b>	<b>30%</b>

12		%
13		%
14		%
15		%
16		%
17		%
18		%
19		%
20		%

**Section 5 – PICK UP SERVICE**

The Successful Contractor may be required to pick up different styles and types of equipment for repair. Indicate what type of Pick Up Services you can offer the County and include pricing for those pick up services (If you need additional space, on your company's letterhead submit with your bid response any additional information to make your bid complete):

Drive away vehicles- per mile

---



---



---



---

SIGNATURE:		DATE: 4/19/2021
NAME: Dale Willis	(Print or Type)	PHONE: 816-625-0144
TITLE: sales rep	(Print or Type)	CELL: 816-556-6851
COMPANY NAME: Viking Cives Midwest	(Print or Type)	FAX: 816-625-0151
EMAIL ADDRESS: dwillis@vikingcives.com	(Print or Type)	
WEB ADDRESS: Vikingcives.com	(Print or Type)	





**ATTACHMENT 1  
 BIDDER'S QUOTATION  
 For  
 JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 13-21**

Jackson County, Missouri would like to have quotes and information the following Maintenance & Repair Service Labor Rates, Maintenance & Repair Services Offered, New Parts, Remanufactured, Rebuilt or After Market Parts and Pick-Up Service. If you provide additional services not listed below, please submit on your company's letterhead and indicate the additional services you have available and pricing for the additional services.

**Section 1 – MAINTENANCE & REPAIR SERVICE**

Quote pricing on hourly rate for labor during regular work hours and overtime work hours. Include days of operation and travel time, if applicable. Quote pricing for work to be completed in the Successful Contractor's Shop and/or at Jackson County Locations for those times when heavy construction equipment requires field service.

NO	DESCRIPTION	UNIT	COSTS
1	Labor rate (shop), Regular work hours	Hourly	80% OF DOOR RATE WHICH IS CURRENTLY \$18165 CURRENT COUNTY RATE IS \$1832/HR
	Shop Days of Operation, regular work hours: <u>MON - SAT</u>		
	Shop Hours of Operation, regular work hours: <u>7AM-7PM M-F 7-3:30 SAT</u>		
2	Labor rate (shop), Overtime work hours	Hourly	\$ <u>    </u>
	Shop Days of Operation, overtime work hours: <u>    </u>		
	Shop Hours of Operation, overtime work hours: <u>    </u>		
3	Labor rate (County Location), Regular work hours	Hourly	\$ <u>    </u>
	Shop Days of Operation, regular work hours: <u>    </u>		
	Shop Hours of Operation, regular work hours: <u>    </u>		
	Response time to County's request for service at a County Location: <u>    </u> hrs		
4	Labor rate (County Location), Overtime work hours	Hourly	\$ <u>    </u>
	Shop Days of Operation, overtime work hours: <u>    </u>		
	Shop Hours of Operation, overtime work hours: <u>    </u>		
	Response time to County's request for service at a County Location: <u>    </u> hrs		
5	Travel Charge (if applicable) for service call to a County Location for field service, Regular work hours	1 mile	\$ <u>    </u>
6	Travel Charge (if applicable) for service call to a County Location for field service, Overtime work hours	1 mile	\$ <u>    </u>
7	Estimate Fee for Repair (if applicable)	n/a	\$ <u>NONIE</u>

A.) List all Shop locations including Point of Contact, complete address, phone number, and cell phone number (if applicable) for each location (add additional sheets on your company's letterhead if necessary to make bid complete):

SUMMIT TRUCK GROUP  
7700 NE 38th St.  
KC, MO 64116  
816-455-1833

**Section 2 – EQUIPMENT MANUFACTURER’S & MAINTENANCE & REPAIR SERVICE OFFERED**

A.) List All equipment manufacturers you offer parts, maintenance, and repair services on (add additional sheets on your company’s letterhead if necessary to make bid complete): :

INTERNATIONAL TRUCKS  
CUMMINS ENGINES  
ALLISON TRANSMISSIONS

B.) List additional services and/or items (menu of additional services and/or items) and pricing for any additional services and/or items you offer the County (add additional sheets on your company’s letterhead if necessary to make bid complete):

C.) List number of qualified technicians available for work to be performed in the Successful Contractor’s Shop: \_\_\_\_\_

D.) List number of qualified technicians available for work to be performed at a Jackson County Location: \_\_\_\_\_

**Section 3 – PARTS, NEW**

List manufacturer and percentage discount off manufacturers suggested list price you offer the County. If you need additional space, on your company’s letterhead submit any additional manufacturers and discounts you are offering the County for New parts. **NOTE:** If offering no discount, enter a zero or N/A. Leaving a blank indicates a “no bid”. Parts orders must include freight/shipping on estimate and invoice as separate line item, if any, and may be grouped into one fee for entire order.

NO	MANUFACTURER	DISCOUNT OFFERED
8	INTERNATIONAL / WHICH IS 15-25% OFF LIST	MAJOR FLEET PRICE
9	COMMINS / WHICH IS 15-25% OFF LIST	MAJOR FLEET PRICE
10	ALLISON / WHICH IS 15-25% OFF LIST	MAJOR FLEET PRICE
11		%
12		%
13		%
14		%
15		%
16		%
17		%
18		%
19		%
20		%
	DESCRIPTION	QUOTE
21	Delivery of Parts Available (circle one)	<input checked="" type="radio"/> YES or NO
22	Delivery charge, if applicable	\$ NONE
23	Minimum Order for delivery of parts, if applicable	\$ NONE
24	Delivery time after receipt of request from the County for parts delivery	8 hours

**Section 4 – PARTS, REMANUFACTURED, REBUILT, OR AFTER-MARKET**

List manufacturer and percentage discount off manufacturer’s suggested list price you offer the County for remanufactured, rebuilt or after-market parts. Prior approval by the County is REQUIRED for the use of Remanufactured, Rebuilt or After-Market Parts. If you need additional space, on your company’s letterhead submit any additional manufacturers and discounts you are offering the County for remanufactured, rebuilt or after-market parts. **NOTE:** If offering no discount, enter a zero or N/A. Leaving a blank indicates a “no bid”.

NO	MANUFACTURER	DISCOUNT OFFERED
8		N/A %
9		N/A %
10		N/A %
11		N/A %

12		%
13		%
14		%
15		%
16		%
17		%
18		%
19		%
20		%

**Section 5 – PICK UP SERVICE**

The Successful Contractor may be required to pick up different styles and types of equipment for repair. Indicate what type of Pick Up Services you can offer the County and include pricing for those pick up services (If you need additional space, on your company's letterhead submit with your bid response any additional information to make your bid complete):

NONE

---



---



---

SIGNATURE: <i>Russ Petty</i>	DATE: <i>4-20-21</i>
NAME: <i>Russ Petty</i> (Print or Type)	PHONE: <i>816-455-1833</i>
TITLE: <i>Parts Sales Representative</i> (Print or Type)	CELL: <i>816-365-4034</i>
COMPANY NAME: <i>SUMMIT TRUCK GROUP</i> (Print or Type)	FAX: <i>816-455-2796</i>
EMAIL ADDRESS: <i>russ.petty@summittruckgroup.com</i> (Print or Type)	
WEB ADDRESS: <i>www.summittruckgroup.com</i> (Print or Type)	

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of crushed rock for use by various County departments to AA Quarry, LLC, of Pleasant Hill, MO, under the terms and conditions of Invitation to Bid No. 45-21.

**RESOLUTION NO. 20745**, August 30, 2021

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 45-21 for the furnishing of crushed rock for use by various County departments for the upcoming twelve-month period; and,

WHEREAS, a total of eighteen notifications were distributed and two responses received, one of which was rejected as non-responsive, with the remaining bid reviewed and evaluated; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends award of a twelve-month term and supply contract with one twelve-month option to extend to AA Quarry, LLC, of Pleasant Hill, MO, as the lowest and best bidder; and,

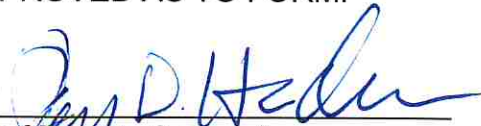
WHEREAS, this award is made on an as-needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation; now therefore,


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

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment, on the contracts and subsequent extensions, to the extent that sufficient appropriations to the using spending agencies 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 Counselor

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20745 of August 30, 2021, was duly passed on \_\_\_\_\_, 2021 by the Jackson County Legislature. The votes thereon were as follows:

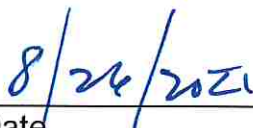
Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Abstaining \_\_\_\_\_ Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## Request for Legislative Action

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20745
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	8/30/2021

Introduction
<b>Action Items:</b> ['Award']
<b>Project/Title:</b>
Awarding a Twelve (12) Month Term and Supply Contract, with One (1) Twelve (12) Month Option to Extend for the furnishing of Crushed Rock for use by Various County Departments to AA Quarry, LLC. of Pleasant Hill, MO under the terms and conditions of Invitation to Bid No. 45-21.

Request Summary
<p>Various County Departments require a Term and Supply Contract of the furnishing of Crushed Rock. The Purchasing Department issued Invitation to Bid No. 45-21 in response to this need.</p> <p>A total of Eighteen (18) notifications were distributed and two (2) responses were received; one (1) response was rejected for missing required documentation and the other response is evaluated as follows:</p> <p>Vendor and Location: <b>AA Quarry, LLC. of Pleasant Hill, MO</b>            Total Price Zone 1: <b>\$273,604</b>            Total Price Zone 2: <b>\$353,440</b>            Total Price Zone 3: <b>\$155,951</b>            Total Price Zone 4: <b>\$149,600</b>            Total Price Zone 5: <b>\$66,945</b>            Total Price Picked Up: <b>\$365,300</b></p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends award for Crushed Rock to AA Quarry, LLC. of Pleasant Hill, MO as the lowest and best bid meeting specifications.</p> <p>The award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p> <p>Annual Estimated Usage: \$467,500.</p>

Contact Information			
<b>Department:</b>	Finance	<b>Submitted Date:</b>	8/12/2021
<b>Name:</b>	Katelyn W. Edgar	<b>Email:</b>	KEdgar@jacksongov.org
<b>Title:</b>	Buyer	<b>Phone:</b>	816-881-3292



## Request for Legislative Action

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

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19257	September 19, 2016
17851	March 12, 2012
16173	March 5, 2007
15225	November 15, 2004
14301	September 9, 2002
13295	August 7, 2000
12281	July 20, 1998
11237	April 8, 1996
10372	June 27, 1994

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE:	9.50%
WBE:	11.70%
VBE:	9.50%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> <li>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</li> </ul>	

## Request for Legislative Action

using agency places its order.

### History

Katelyn W. Edgar at 8/12/2021 10:58:13 AM - [Submitted | ]

Department Director: Bob Crutsinger at 8/12/2021 11:34:54 AM - [ Approved | ]

Finance (Purchasing): Barbara J. Casamento at 8/16/2021 9:08:56 AM - [ Approved | ]

Compliance: Jaime Guillen at 8/17/2021 10:15:32 AM - [ Approved | ]

Finance (Budget): Mary Rasmussen at 8/18/2021 10:42:40 AM - [ Approved | Term & Supply; no fiscal note is required. ]

Executive: Troy Schulte at 8/19/2021 4:45:38 PM - [ Approved | ]

Legal: Elizabeth Freeland at 8/26/2021 9:50:18 AM - [ Approved | ]

ABSTRACT OF BIDS

Invitation to Bid No. 45-21 Crushed Rock Opens: 2:00 PM, CDT on 8/10/2021		Ideker, Inc St. Joe, MO	AA Quarry Kingsville, MO			
NO	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
	Total Delivered - Zone 1 (Item 1 - 18)	281,336.00	273,604.00			
	Total Delivered - Zone 2 (Item 19 - 36)	396,135.25	353,440.35			
	Total Delivered - Zone 3 (Item 37 - 54)	187,825.00	155,951.00			
	Total Delivered - Zone 4 (Item 55 - 72)	211,700.00	149,600.00			
	Total Delivered - Zone 5 (Item 73 - 90)	85,550.00	66,945.00			
	Total Delivered - Picked Up (Item 91 - 108)	504,225.00	365,300.00			

CERTIFICATION OF BID OPENING  
BIDS WERE PUBLICLY  
OPENED AND RECORDED

ON: August 10, 2021, BY

*Mark Spans*  
CLERK OF THE LEGISLATURE

*Mark Spans*  
PURCHASING

AUG 10 PM 2:03



Jackson County  
Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160  
Grain Valley, Missouri 64029  
(816) 847-7050 *phone*  
(816) 847-7051 *fax*

MEMORANDUM

TO: Katelyn Edgar, Finance and Purchasing Department  
FROM: Jim Evans, Road & Bridge Administrator, Public Works Department  
DATE: August 12, 2021  
SUBJECT: Recommendation for Vendor: AA Quarry

Please consider AA Quarry be awarded term and supply vendor for bid No. 45-21 Crushed Rock to County Road and Bridge division. AA Quarry can provide Jackson County with crushed rock that we will need for our various projects.

It is estimated that the County could spend approximately \$330,000.00 annually with AA Quarry.

For the reasons above, it has been requested that AA Quarry be awarded the term and supply contract for bid No. 45-21, Crushed Rock.

Thank you for your consideration,

Thank you,

Jim Evans, Road & Bridge Administrator



# JACKSON COUNTY

## Parks + Rec

22807 Woods Chapel Road  
Blue Springs, Missouri 64015  
www.jacksongov.org

*Administration  
Historic Sites  
Ranger Station  
Leisure Services  
(816) 503-4800  
Fax (816) 795-1234*

*Kemper Outdoor  
Education Center  
(816) 229-8980*

*Fred Arbanas  
Golf Course at  
Longview Lake  
(816) 761-9445*

*Blue Springs Marina  
(816) 795-1112*

*Jacomo Marina  
(816) 795-8888*

*Longview Marina  
(816) 966-0131*

*Special Population  
Services  
(816) 763-5130*

## MEMORANDUM

**TO:** Katelyn W. Edgar, Buyer, Purchasing  
**FROM:** John Johnson, Superintendent Park Operations  
**DATE:** August 11, 2021  
**SUBJECT:** T/S Contract: ITB No. 45-21 Crushed Rock

The Parks + Rec Department will utilize this contract. We recommend awarding to AA Quarry. This company has done a fantastic job delivering on time to several job sites within the park system, many of which do not have physical addresses. The delivery drivers do a great job delivering to out of the way places and over challenging terrain at times.

The quarry staff is responsive and helpful.

Our **projected usage** during the next twelve months is \$137,500.

003 – 1602 – 57440 - \$15,000  
003-1609-57440 - \$35,000  
003 -1624 – 57440 - \$2,500  
3601-57440 - \$10,000  
300-1652-57440 - \$5,000  
1608-8060 - \$70,000 (subject to budget approval)

*Frank White Jr., County Executive*

**ATTACHMENT 1**  
**RESPONDENT'S QUOTATION for JACKSON COUNTY, MISSOURI**  
**INVITATION TO BID NO. 45-21**

- Quoted prices MUST include delivery to ANY location in the referenced Delivery Zone.
- Quantities are estimates only, the actual quantity used may or may not exceed the estimated amounts. Items may be ordered in varying quantities as needed during the contract period.

NO.	DESCRIPTION	U/M	EST QTY	PRICE PER TON	EXTENDED
<b>DELIVERED – ZONE 1</b>					
1.	Buckshot Aggregate, Delivered Zone 1	Ton	100	\$ 19.50	\$ 1,950.00
2.	Three-Eighths Inch (3/8") Crushed Rock, Delivered Zone 1	Ton	1,058	\$ 21.00	\$ 22,218.00
3.	One-Half Inch (1/2") Crushed Rock, Delivered Zone 1	Ton	1,366	\$ 21.00	\$ 28,686.00
4.	Three-Quarter Inch (3/4") Crushed Rock, Delivered Zone 1	Ton	300	\$ 20.50	\$ 6,150.00
5.	Base Aggregate – Type 1, Delivered Zone 1	Ton	100	\$ 17.00	\$ 1,700.00
6.	Base Aggregate – Type 3, Delivered Zone 1	Ton	100	\$ 17.00	\$ 1,700.00
7.	Base Aggregate – Type 4 modified, Delivered Zone 1	Ton	10,000	\$ 17.00	\$ 170,000.00
8.	Mine Run, Delivered Zone 1	Ton	100	\$ 16.50	\$ 1,650.00
9.	Shot Rock, Delivered Zone 1	Ton	100	\$ 16.50	\$ 1,650.00
10.	Four Inch (4") Crushed Rock, Delivered Zone 1	Ton	100	\$ 20.25	\$ 2,025.00
11.	Six Inch (6") Crushed Rock, Delivered Zone 1	Ton	100	\$ 20.25	\$ 2,025.00
12.	Cold Mix Material, Delivered Zone 1	Ton	400	\$ 21.75	\$ 8,700.00
13.	Mineral Filler, Delivered Zone 1	Ton	20	\$ N/A	\$ N/A
14.	Rock Blanket, Delivered Zone 1	Ton	400	\$ 28.50	\$ 11,400.00
15.	Surface Material, Delivered Zone 1	Ton	400	\$ 21.00	\$ 8,400.00
16.	Three-Eighths Inc (3/8") Dense Rock, Delivered Zone 1	Ton	100	\$ 16.50	\$ 1,650.00
17.	Two Inch (2") Clean Crushed Rock, Delivered Zone 1	Ton	100	\$ 20.25	\$ 2,025.00
18.	Type 5 Aggregate, Delivered Zone 1	Ton	100	\$ 16.75	\$ 1,675.00
<b>TOTAL DELIVERED – ZONE 1 (Item 1 – 18)</b>					<b>\$ 273,604.00</b>
<b>DELIVERED – ZONE 2</b>					
19.	Buckshot Aggregate, Delivered Zone 2	Ton	100	\$ 17.95	\$ 1,795.00
20.	Three-Eighths Inch (3/8") Crushed Rock, Delivered Zone 2	Ton	1,024	\$ 19.45	\$ 19,916.80
21.	One-Half Inch (1/2") Crushed Rock, Delivered Zone 2	Ton	1,339	\$ 19.45	\$ 26,043.55
22.	Three-Quarter Inch (3/4") Crushed Rock, Delivered Zone 2	Ton	300	\$ 18.95	\$ 5,685.00
23.	Base Aggregate – Type 1, Delivered Zone 2	Ton	1,100	\$ 15.45	\$ 16,995.00

NO.	DESCRIPTION	U/M	EST QTY	PRICE PER TON	EXTENDED
24.	Base Aggregate – Type 3, Delivered Zone 2	Ton	1,100	\$ 15.45	\$ 16,995.00
25.	Base Aggregate – Type 4 modified, Delivered Zone 2	Ton	10,000	\$ 15.45	\$ 154,500.00
26.	Mine Run, Delivered Zone 2	Ton	100	\$ 14.95	\$ 1,495.00
27.	Shot Rock, Delivered Zone 2	Ton	100	\$ 14.95	\$ 1,495.00
28.	Four Inch (4") Crushed Rock, Delivered Zone 2	Ton	100	\$ 18.70	\$ 1,870.00
29.	Six Inch (6") Crushed Rock, Delivered Zone 2	Ton	100	\$ 18.70	\$ 1,870.00
30.	Cold Mix Material, Delivered Zone 2	Ton	400	\$ 20.20	\$ 8,080.00
31.	Mineral Filler, Delivered Zone 2	Ton	20	\$ N/A	\$ N/A
32.	Rock Blanket, Delivered Zone 2	Ton	400	\$ 26.95	\$ 10,780.00
33.	Surface Material, Delivered Zone 2	Ton	400	\$ 19.45	\$ 7,780.00
34.	Three-Eighths Inc (3/8") Dense Rock, Delivered Zone 2	Ton	5,000	\$ 14.95	\$ 74,750.00
35.	Two Inch (2") Clean Crushed Rock, Delivered Zone 2	Ton	100	\$ 18.70	\$ 1,870.00
36.	Type 5 Aggregate, Delivered Zone 2	Ton	100	\$ 15.20	\$ 1,520.00
<b>TOTAL DELIVERED – ZONE 2 (Item 19 – 36)</b>					<b>\$ 353,440.35</b>
<b>DELIVERED – ZONE 3</b>					
37.	Buckshot Aggregate, Delivered Zone 3	Ton	100	\$ 16.85	\$ 1,685.00
38.	Three-Eighths Inch (3/8") Crushed Rock, Delivered Zone 3	Ton	600	\$ 18.35	\$ 11,010.00
39.	One-Half Inch (1/2") Crushed Rock, Delivered Zone 3	Ton	360	\$ 18.35	\$ 6,606.00
40.	Three-Quarter Inch (3/4") Crushed Rock, Delivered Zone 3	Ton	300	\$ 17.85	\$ 5,355.00
41.	Base Aggregate – Type 1, Delivered Zone 3	Ton	1,100	\$ 14.35	\$ 15,785.00
42.	Base Aggregate – Type 3, Delivered Zone 3	Ton	100	\$ 14.35	\$ 1,435.00
43.	Base Aggregate – Type 4 modified, Delivered Zone 3	Ton	5,000	\$ 14.35	\$ 71,750.00
44.	Mine Run, Delivered Zone 3	Ton	100	\$ 13.85	\$ 1,385.00
45.	Shot Rock, Delivered Zone 3	Ton	100	\$ 13.85	\$ 1,385.00
46.	Four Inch (4") Crushed Rock, Delivered Zone 3	Ton	100	\$ 17.60	\$ 1,760.00
47.	Six Inch (6") Crushed Rock, Delivered Zone 3	Ton	450	\$ 17.60	\$ 7,920.00
48.	Cold Mix Material, Delivered Zone 3	Ton	400	\$ 19.10	\$ 7,640.00
49.	Mineral Filler, Delivered Zone 3	Ton	20	\$ N/A	\$ N/A
50.	Rock Blanket, Delivered Zone 3	Ton	400	\$ 25.85	\$ 10,340.00




NO.	DESCRIPTION	U/M	EST QTY	PRICE PER TON	EXTENDED
51.	Surface Material, Delivered Zone 3	Ton	400	\$ 18.35	\$ 7,340.00
52.	Three-Eighths Inc (3/8") Dense Rock, Delivered Zone 3	Ton	100	\$ 13.85	\$ 1,385.00
53.	Two Inch (2") Clean Crushed Rock, Delivered Zone 3	Ton	100	\$ 17.60	\$ 1,760.00
54.	Type 5 Aggregate, Delivered Zone 3	Ton	100	\$ 14.10	\$ 1,410.00
<b>TOTAL DELIVERED – ZONE 3 (Item 37 – 54)</b>					\$ 155,951.00
<b>DELIVERED – ZONE 4</b>					
55.	Buckshot Aggregate, Delivered Zone 4	Ton	100	\$ 15.50	\$ 1,550.00
56.	Three-Eighths Inch (3/8") Crushed Rock, Delivered Zone 4	Ton	770	\$ 17.00	\$ 13,090.00
57.	One-Half Inch (1/2") Crushed Rock, Delivered Zone 4	Ton	930	\$ 17.00	\$ 15,810.00
58.	Three-Quarter Inch (3/4") Crushed Rock, Delivered Zone 4	Ton	300	\$ 16.50	\$ 4,950.00
59.	Base Aggregate – Type 1, Delivered Zone 4	Ton	1,100	\$ 13.00	\$ 14,300.00
60.	Base Aggregate – Type 3, Delivered Zone 4	Ton	100	\$ 13.00	\$ 1,300.00
61.	Base Aggregate – Type 4 modified, Delivered Zone 4	Ton	5,000	\$ 13.00	\$ 65,000.00
62.	Mine Run, Delivered Zone 4	Ton	100	\$ 12.50	\$ 1,250.00
63.	Shot Rock, Delivered Zone 4	Ton	100	\$ 12.50	\$ 1,250.00
64.	Four Inch (4") Crushed Rock, Delivered Zone 4	Ton	100	\$ 16.25	\$ 1,625.00
65.	Six Inch (6") Crushed Rock, Delivered Zone 4	Ton	100	\$ 16.25	\$ 1,625.00
66.	Cold Mix Material, Delivered Zone 4	Ton	400	\$ 17.75	\$ 7,100.00
67.	Mineral Filler, Delivered Zone 4	Ton	20	\$ N/A	\$ N/A
68.	Rock Blanket, Delivered Zone 4	Ton	400	\$ 24.50	\$ 9,800.00
69.	Surface Material, Delivered Zone 4	Ton	400	\$ 17.00	\$ 6,800.00
70.	Three-Eighths Inc (3/8") Dense Rock, Delivered Zone 4	Ton	100	\$ 12.50	\$ 1,250.00
71.	Two Inch (2") Clean Crushed Rock, Delivered Zone 4	Ton	100	\$ 16.25	\$ 1,625.00
72.	Type 5 Aggregate, Delivered Zone 4	Ton	100	\$ 12.75	\$ 1,275.00
<b>TOTAL DELIVERED – ZONE 4 (Item 55 – 72)</b>					\$ 149,600.00
<b>DELIVERED – ZONE 5</b>					
73.	Buckshot Aggregate, Delivered Zone 5	Ton	100	\$ 16.95	\$ 1,695.00
74.	Three-Eighths Inch (3/8") Crushed Rock, Delivered Zone 5	Ton	100	\$ 18.45	\$ 1,845.00
75.	One-Half Inch (1/2") Crushed Rock, Delivered Zone 5	Ton	100	\$ 18.45	\$ 1,845.00
76.	Three-Quarter Inch (3/4") Crushed Rock, Delivered Zone 5	Ton	700	\$ 17.95	\$ 12,565.00

NO.	DESCRIPTION	U/M	EST QTY	PRICE PER TON	EXTENDED
77.	Base Aggregate – Type 1, Delivered Zone 5	Ton	2,000	\$ 14.45	\$ 28,900.00
78.	Base Aggregate – Type 3, Delivered Zone 5	Ton	100	\$ 14.45	\$ 1,445.00
79.	Base Aggregate – Type 4 modified, Delivered Zone 5	Ton	100	\$ 14.45	\$ 1,445.00
80.	Mine Run, Delivered Zone 5	Ton	100	\$ 13.95	\$ 1,395.00
81.	Shot Rock, Delivered Zone 5	Ton	100	\$ 13.95	\$ 1,395.00
82.	Four Inch (4") Crushed Rock, Delivered Zone 5	Ton	100	\$ 17.70	\$ 1,770.00
83.	Six Inch (6") Crushed Rock, Delivered Zone 5	Ton	100	\$ 17.70	\$ 1,770.00
84.	Cold Mix Material, Delivered Zone 5	Ton	100	\$ 19.20	\$ 1,920.00
85.	Mineral Filler, Delivered Zone 5	Ton	100	\$ N/A	\$ N/A
86.	Rock Blanket, Delivered Zone 5	Ton	100	\$ 25.95	\$ 2,595.00
87.	Surface Material, Delivered Zone 5	Ton	100	\$ 18.45	\$ 1,845.00
88.	Three-Eighths Inc (3/8") Dense Rock, Delivered Zone 5	Ton	100	\$ 13.95	\$ 1,395.00
89.	Two Inch (2") Clean Crushed Rock, Delivered Zone 5	Ton	100	\$ 17.00	\$ 1,700.00
90.	Type 5 Aggregate, Delivered Zone 5	Ton	100	\$ 14.20	\$ 1,420.00
<b>TOTAL DELIVERED – ZONE 5 (Item 73 – 90)</b>					<b>\$ 66,945.00</b>
<b>PICKED UP</b>					
91.	Buckshot Aggregate, Picked Up	Ton	100	\$ 11.25	\$ 1,125.00
92.	Three-Eighths Inch (3/8") Crushed Rock, Picked Up	Ton	1,000	\$ 12.75	\$ 12,750.00
93.	One-Half Inch (1/2") Crushed Rock, Picked Up	Ton	1,400	\$ 12.75	\$ 17,850.00
94.	Three-Quarter Inch (3/4") Crushed Rock, Picked Up	Ton	300	\$ 12.25	\$ 3,675.00
95.	Base Aggregate – Type 1, Picked Up	Ton	100	\$ 8.75	\$ 875.00
96.	Base Aggregate – Type 3, Picked Up	Ton	100	\$ 8.75	\$ 875.00
97.	Base Aggregate – Type 4 modified, Picked Up	Ton	30,000	\$ 8.75	\$ 262,500.00
98.	Mine Run, Picked Up	Ton	100	\$ 8.25	\$ 825.00
99.	Shot Rock, Picked Up	Ton	100	\$ 8.25	\$ 825.00
100.	Four Inch (4") Crushed Rock, Picked Up	Ton	100	\$ 12.00	\$ 1,200.00
101.	Six Inch (6") Crushed Rock, Picked Up	Ton	100	\$ 12.00	\$ 1,200.00
102.	Cold Mix Material, Picked Up	Ton	400	\$ 13.50	\$ 5,400.00
103.	Mineral Filler, Picked Up	Ton	50	\$ N/A	\$ N/A

NO.	DESCRIPTION	U/M	EST QTY	PRICE PER TON	EXTENDED
104.	Rock Blanket, Picked Up	Ton	400	\$ 19.50	\$ 7,800.00
105.	Surface Material, Picked Up	Ton	400	\$ 12.75	\$ 5,100.00
106.	Three-Eighths Inc (3/8") Dense Rock, Picked Up	Ton	5,000	\$ 8.25	\$ 41,250.00
107.	Two Inch (2") Clean Crushed Rock, Picked Up	Ton	100	\$ 12.00	\$ 1,200.00
108.	Type 5 Aggregate, Picked Up	Ton	100	\$ 8.50	\$ 850.00
<b>TOTAL DELIVERED – PICKED UP (Item 91 – 108)</b>					<b>\$ 365,300.00</b>

**CERTIFICATION:**

SIGNATURE: 	DATE: 08-09-2021
NAME (print or type): Robert Radmacher	PHONE: 816.566.2300
TITLE (print or type): Member	MOBILE: 816.564.1697
COMPANY NAME (print or type): AA Quarry LLC	FAX: N/A
EMAIL ADDRESS (print or type): AAQuarry@radbroex.com	

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

**A RESOLUTION** awarding twelve-month term and supply contracts for the furnishing of personal computers and miscellaneous computer hardware and software for use by various County departments to SHI International Corp. of Somerset, New Jersey, ConvergeOne of Overland Park, Kansas, and Dell Financial of Round Rock, Texas, under the terms and conditions set forth in State of Missouri Contract No. CT 160910001, Midwestern Higher Education Commission Contract No. MHEC-07012015, and Cooperating School Districts of Greater Kansas City Contract No. CO62518, all existing competitively-bid government contracts.

**RESOLUTION NO. 20746**, August 30, 2021

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the County desires to purchase personal computers and miscellaneous computer software and hardware for use by various County departments to provide for their needs for the upcoming twelve-month period; and,

WHEREAS, the Director of Finance and Purchasing recommends the purchases under the terms and conditions set forth in State of Missouri Contract No. CT 160910001, Midwestern Higher Education Commission Contract No. MHEC-07012015, and Cooperating School Districts of Greater Kansas City Contract No. CO62518, all existing competitively-bid government contracts, due to the volume discounts offered to large entities; and,

WHEREAS, award as recommended would result in awards to the following vendors:

**VENDOR**

**CONTRACT NO.**

Dell Financial,  
Round Rock, TX

Midwestern Higher Education Contract No.  
MHEC-07012015

Software House International (SHI),  
Somerset, NJ

State of MO Contract No.  
CT160910001

ConvergeOne  
Overland Park, KS

Cooperating School Districts of Greater  
Kansas City Contract No. CO62518

and,

WHEREAS, section 1030.4, Jackson County Code, 1984, requires that for any such purchase in excess of \$25,000.00, the Director of Finance and Purchasing shall submit the purchase to the County Legislature for approval; and,

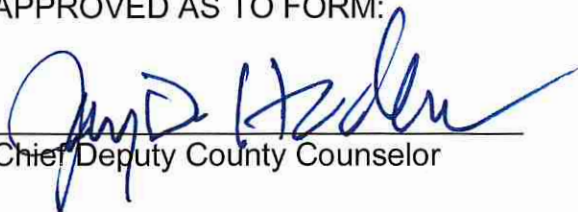
WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with availability of funds for specific purchases subject to annual appropriation; now therefore,

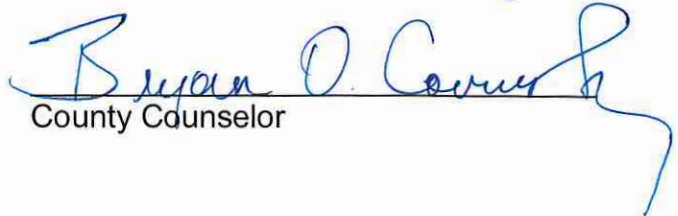
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be and hereby is authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contracts thereby made, to the extent that sufficient appropriations to the issuing spending agencies 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. 20746 of August 30, 2021, was duly passed on \_\_\_\_\_, 2021 by the Jackson County Legislature. The votes thereon were as follows:


Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Abstaining \_\_\_\_\_ Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

**Request for Legislative Action**

Res: #20746

Sponsor: Charlie Franklin

Date: August 30, 2021

<b>Completed by County Counselor’s Office</b>			
Action Requested:	Resolution	Res.Ord No.:	20746
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	8/30/2021

<b>Introduction</b>
<b>Action Items:</b> ['Award']
<b>Project/Title:</b>
Awarding Twelve Month Term and Supply Contract for the furnishing of Personal Computers, Miscellaneous Computer Hardware and Software, and Professional Services for use by Various County Departments to SHI International Corp. of Somerset, New Jersey, ConvergeOne of Overland Park, Kansas, and Dell Financial of Round Rock, Texas under the terms and conditions set forth in State of Missouri Contract Number CT 160910001; Midwestern Higher Education Commission Contract Number MHEC-07012015, and Cooperating School District of Greater Kansas City Contract Number CO62518, all existing government contracts.

<b>Request Summary</b>								
Awarding Twelve Month Term and Supply Contract for the furnishing of Personal Computers, Miscellaneous Computer Hardware and Software, and Professional Services for use by Various County Departments to SHI International Corp. of Somerset, New Jersey, ConvergeOne of Overland Park, Kansas, and Dell Financial of Round Rock, Texas under the terms and conditions set forth in State of Missouri Contract Number CT 160910001; Midwestern Higher Education Commission Contract Number MHEC-07012015, and Cooperating School District of Greater Kansas City Contract Number CO62518, all existing government contracts.								
<p>Various County Departments require a Term and Supply Contract for the purchase of Personal Computer and Miscellaneous Computer Hardware and Software to purchase new equipment and software as necessary while providing maintenance to existing equipment. IT also has a requirement of Professional Services on an “as needed” basis.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the awards of term and supply contracts for the furnishing of Personal Computers, Miscellaneous Computer Software and Hardware, and Professional Services for use by Various County Departments from the following existing competitively bid other-government contracts:</p>								
<table border="0"> <tr> <td><b>RECOMMENDED VENDOR:</b></td> <td><b>CONTRACT NUMBER:</b></td> </tr> <tr> <td>Dell Financial, Round Rock, TX</td> <td>MHEC-07012015</td> </tr> <tr> <td>Software House International (SHI), Somerset, NJ</td> <td>State of Missouri CT 160910001</td> </tr> <tr> <td>CongerOne, Overland Park, KS</td> <td>Cooperating School Districts of Greater KC CO62518</td> </tr> </table>	<b>RECOMMENDED VENDOR:</b>	<b>CONTRACT NUMBER:</b>	Dell Financial, Round Rock, TX	MHEC-07012015	Software House International (SHI), Somerset, NJ	State of Missouri CT 160910001	CongerOne, Overland Park, KS	Cooperating School Districts of Greater KC CO62518
<b>RECOMMENDED VENDOR:</b>	<b>CONTRACT NUMBER:</b>							
Dell Financial, Round Rock, TX	MHEC-07012015							
Software House International (SHI), Somerset, NJ	State of Missouri CT 160910001							
CongerOne, Overland Park, KS	Cooperating School Districts of Greater KC CO62518							
The Director of Finance and Purchasing recommends the approval of the contract due to a higher								



## Request for Legislative Action

volume discount offered to larger entities and purchasing groups.  
 This award is made on an “as needed” basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

The estimated annual use for this RLA is \$1,600,000.

### Contact Information

<b>Department:</b>	Finance	<b>Submitted Date:</b>	8/12/2021
<b>Name:</b>	Craig A. Reich	<b>Email:</b>	CReich@jacksongov.org
<b>Title:</b>	Senior Buyer	<b>Phone:</b>	816-881-3265

### Budget Information

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

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20475	August 24, 2020

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

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

Fiscal Information	
<ul style="list-style-type: none"> <li>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.</li> </ul>	

## Request for Legislative Action

### History

Craig A. Reich at 8/12/2021 10:46:33 AM - [Submitted | ]  
Department Director: Bob Crutsinger at 8/12/2021 11:21:32 AM - [ Returned for more information | Please modify the Request Project/Title per our conversation. ]  
Submitter: Craig A. Reich at 8/12/2021 11:31:04 AM - [ Submitted | Made necessary changes. ]  
Department Director: Bob Crutsinger at 8/12/2021 12:58:42 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 8/16/2021 9:11:44 AM - [ Approved | ]  
Compliance: Jaime Guillen at 8/17/2021 10:10:33 AM - [ Approved | ]  
Finance (Budget): Mary Rasmussen at 8/18/2021 10:40:59 AM - [ Approved | Term & Supply; no fiscal note is required. ]  
Executive: Sylvya Stevenson at 8/18/2021 4:43:51 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 8/26/2021 9:38:23 AM - [ Approved | ]

# NOTIFICATION OF COOPERATING SCHOOL DISTRICTS OF GREATER KANSAS CITY IT CONTRACT

July 1, 2018

**CONTRACT TITLE:** Cooperating School Districts of Greater Kansas City IT Contract # C062518

**CURRENT CONTRACT PERIOD:** JULY 1, 2018 THROUGH JUNE 30, 2024

**BUYER INFORMATION:**           Name           DR. GAYDEN CARRUTH  
  Phone           816-753-7275  
  Email address gcarruth@csdgkc.org

RENEWAL INFORMATION	Original Contract Period	Annually Renewable
	7/1/2018 through 6/30/2024	After 2024

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC SECTOR USE ONLY**.  
PURCHASES FOR PERSONAL USE ARE PROHIBITED.

THE USE OF THIS CONTRACT IS FOR SCHOOL DISTRICTS, UNIVERSITIES & ALL PUBLIC SECTOR.

CONVERGEONE AND COOPERATING SCHOOL DISTRICTS OF GREATER KANSAS CITY WILL HAVE A YEARLY REVIEW OF THE PRODUCTS AND SERVICES. PRODUCTS AND/OR SERVICES CAN WE ADDED or REMOVED IF BOTH PARTIES AGREE.

Instructions for use of this contract, specifications, requirements, and pricing are attached.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	COOP PROCUREMENT
CO62518	CONVERGEONE	<p>ALEXANDER OPEN SYSTEMS, INC.  <b>Overland Park</b> 12980 Foster St, Suite 300 Overland Park, KS 66213</p> <p><b>Columbia</b>   2415 Carter Lane                    Providence Point, Suite 1                    Columbia, MO 65201</p> <p><b>Springfield</b> 636 West Republic Road, Unit F100  Springfield, MO 65807</p> <p><b>St. Louis</b>    1855 Bowles Ave, Suite 105                    Fenton, MO 63026</p>	YES



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

**NOTIFICATION OF STATEWIDE CONTRACT**

June 28, 2021

**CONTRACT TITLE:** PC PRIME VENDOR SERVICES

<b>CURRENT CONTRACT PERIOD:</b>	<b>July 1, 2021 through June 30, 2022</b>	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	February 9, 2018 through June 30, 2019
	Renewal Options Available:	Two (2) One-Year Periods
	Potential Final Expiration:	June 30, 2022
<b>BUYER INFORMATION:</b>	Christopher Lozuaway 573-751-1567 <a href="mailto:Christopher.Lozuaway@oa.mo.gov">Christopher.Lozuaway@oa.mo.gov</a>	

**QUOTES MAY BE REQUESTED FROM SHI INTERNATIONAL CORP. PRIOR TO APRIL 1, 2018;  
HOWEVER, ORDERS SHALL NOT BE PLACED UNTIL APRIL 1, 2018.**

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL EXECUTIVE BRANCH AGENCIES WHO FALL UNDER RSMO 34.

Local Purchase Authority shall not be used to purchase hardware, software, supplies, and services identified as included in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	VENDOR NUMBER / MissouriBUYS Number	VENDOR INFORMATION	Other Participating Organizations	COOP PROCUREMENT
CT160910001	2230096480 0 / MB00084470	SHI International Corp. (SHI) 290 Davidson Avenue Somerset, NJ 08873 Phone: (512) 517-4088 Fax: (732) 868-5903 Web Address: <a href="http://www.shi.com">www.shi.com</a>	<ul style="list-style-type: none"> <li>SHI (MBE/WBE)</li> </ul>	Yes

# Technology Contracts

MHECTECH.ORG

Vendor	Contract #	Terms	Contract Highlights	Regions*	Eligible Entities
<b>Computers</b>					
Dell	MHEC-07012015 Code Number 99AGZ	July 1, 2015, through June 30, 2020, and may be renewed for two additional one-year terms.	Tiered discount guarantees off of Dell Public Sector pricing for hardware solutions, network, wireless, software, support, and related services.	MHEC NEBHE SREB WICHE	Higher Education K-12 Districts and Schools Cities, Counties, and Local Subdivisions State Government
HP Enterprise	MHEC-10012015	October 1, 2015, through June 30, 2020, and may be renewed for two additional one-year terms.	Tiered discount guarantees off list price for hardware, network, wireless, and related services.	MHEC NEBHE SREB WICHE	Higher Education K-12 Districts and Schools Cities, Counties, and Local Subdivisions State Government
HP Inc.	MHEC-06012015	June 1, 2015, through June 30, 2020, and may be renewed for two additional one-year terms.	Tiered discount guarantees off list price for desktops, laptops, tablet devices, and printers.	MHEC NEBHE SREB WICHE	Higher Education K-12 Districts and Schools Cities, Counties, and Local Subdivisions State Government
Lenovo (United States) Inc.	MHEC-10272015	October 27, 2015, through December 31, 2019, and may be renewed for three additional one-year terms.	Tiered discounts guarantees off Lenovo's Commercial Pricing for desktops, laptops, tablets, and related services.	MHEC NEBHE SREB WICHE	Higher Education K-12 Districts and Schools Cities, Counties, and Local Subdivisions State Government
Lenovo Global Technology (United States) Inc.	MHEC-06302017	June 27, 2017, though December 31, 2019, and may be renewed for three additional one-year terms.	Tiered discounts guarantees off Lenovo's Commercial Price server and storage hardware and related services.	MHEC NEBHE SREB WICHE	Higher Education K-12 Districts and Schools Cities, Counties, and Local Subdivisions State Government
Oracle	MHEC US-OMA-1164550	February 5, 2018, through February 5, 2021, and may be renewed for four additional one-year terms.	Tiered discount guarantees off Oracle's commercial pricing for system hardware and software, support, consulting, and training.	MHEC NEBHE SREB WICHE	Higher Education

# Technology Contracts

The Midwestern Higher Education Compact is a legislatively established interstate compact with broad contracting authority serving as a lead public agency on behalf of its member states to save time and money while making it easier to purchase technology needs. Learn more about [MHEC's Technology contracts](#).

Vendors	Contract #	Terms	Contract Highlights	Contract Regions*	Eligible Entities
<b>Computers</b>					
<a href="#">Dell</a>	<a href="#">MHEC-07012015</a> Code Number: DELL-C000000181093	July 1, 2015, through June 30, 2022.	Tiered discounts on a broad range of desktops, laptops, 2-in-1s, and thin clients, monitors, docking, and endpoint security solutions and services.	MHEC NEBHE SREB WICHE	Higher Education K-12 Districts and Schools Cities, Counties, and Local Subdivisions State Government
<a href="#">Dell EMC</a>	<a href="#">MHEC-01312021</a> Code Number: DELL/EMC C00000876018	February 15, 2021, through February 15, 2024, and may be renewed for four additional years.	Tiered discounts for on-premise and cloud enabled hardware, software, and as-a-services related to networks, wireless, server and storage.	MHEC NEBHE SREB WICHE	Higher Education K-12 Districts and Schools Cities, Counties, and Local Subdivisions State Government
<a href="#">HP Enterprise</a>	<a href="#">MHEC-12152020</a>	December 15, 2020, through January 31, 2024, and may be renewed for four additional years.	Tiered discounts for hardware, software, and as-a-services related to networks, wireless, server and storage.	MHEC NEBHE SREB WICHE	Higher Education K-12 Districts and Schools Cities, Counties, and Local Subdivisions State Government
<a href="#">HP Enterprise</a>	<a href="#">MHEC-10012015</a>	October 1, 2015, through June 30, 2022.	Tiered discount guarantees off list price for hardware, network, wireless, and related services.	MHEC NEBHE SREB WICHE	Higher Education K-12 Districts and Schools Cities, Counties, and Local Subdivisions State Government
<a href="#">HP Inc.</a>	<a href="#">MHEC-06012015</a>	June 1, 2015, through June 30, 2022.	Tiered discount guarantees off list price for desktops, laptops, tablet devices, and printers.	MHEC NEBHE SREB WICHE	Higher Education K-12 Districts and Schools Cities, Counties, and Local Subdivisions State Government

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

**A RESOLUTION** authorizing the County Executive to execute a change order to the contract with JCDC Partners, LLC, of Kansas City, MO, to allow for the redistribution of existing project funds between existing project components, at no additional cost to the County.

**RESOLUTION NO. 20747**, August 30, 2021

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, by Resolution 20332, dated December 5, 2019, the Legislature did award a contract for owner's representative services ("Master Agreement") and any Component Services Agreements identified in the attachments to that Master Agreement to JCDC Partners, LLC, of Kansas City, MO, pursuant to Request for Proposals 17-19, for professional consulting services at an actual cost to the County not to exceed \$1,309,400.00; and,

WHEREAS, due to the pandemic and the improvement of digital assembly techniques, much of the Master Agreement's allocation for reimbursable expenses, such as travel, have not been utilized; and,

WHEREAS, the attached change order redirects the unspent allocation for reimbursable expenses to accommodate a number of pre-design services and project related expenses not accounted for within the Owner's Representative's budget; and,

WHEREAS, the additional services include special regulatory permitting, real estate communication support, appraisal services, a site survey, and other related services; and,



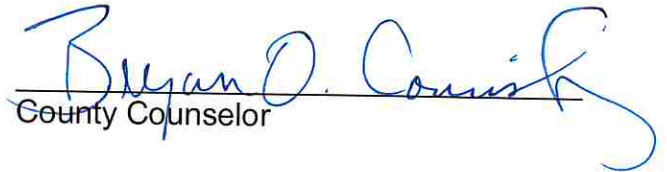
WHEREAS, a no-cost change order to the contract is needed to memorialize the understanding of the parties and resolve all issues relating to the changes in the Master Agreement; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached change order to the contract with JCDC Partners, LLC, of Kansas City, MO, at no cost to the County.

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20747 of August 30, 2021, was duly passed on \_\_\_\_\_, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

**CHANGE ORDER NO. 1**  
**TO AGREEMENT FOR SERVICES BETWEEN**  
**OWNER AND OWNER’S REPRESENTATIVE**

THIS Change Order is made as of August 3<sup>rd</sup>, 2021, to the Master Services Agreement and authorized Component Service Agreements 1.0, 2.0, 2.1, 3.0, 4.1, and 4.2,

Between the Owner: Jackson County Legislature  
County Executive, Missouri  
415 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106

Attention: Jackson County Administration and Brian Gaddie, Director Public Works

And Consultant: JCDC Partners, LLC  
1220 Washington Street  
Kansas City, MO 64105

The Project: Owner Representative Services for new Jackson County Detention Center.

The contract is amended as follows:

Re-allocate unspent funds approved and authorized from CSA’s 1.0, 2.0, 2.1, 3.0, 4.1, 4.2 and deposit within CSA 4.1 for additional site design, coordination, criteria and other pre-design services necessary to seek early permitting, necessary site documents for solicitation, and special communication planning and support relative to Tenant relocation. Reference Attachment A to this Change Order No. 1

Current Appropriated and Authorized	\$	4,416,173
Current Expected Expenditure	\$	4,231,257
Amount to be Reallocated for Modified Scope	\$	184,916
Net Change to Authorized Amount		\$0.00

Except as modified by this Change Order No. 1, the provisions of the Contract remain in full force and effect.

Executed in duplicate parts as of the date first written above.

**OWNER**

**CONSULTANT**

By: \_\_\_\_\_

By: W. Robert Glass, AIA

Signature:

Signature:

Date:

Date:

## ATTACHEMENT A

**Table 1 - Fee Reallocation**

		Approved Expenditure	Expended or to be Expended	Remaining	To Be Retained	Amount Reallocated for Pre-Design Services
CSA 1.0*	Fee	\$ 455,300	\$ 455,300	\$ -	\$ -	\$ -
	Reimbursable	\$ 38,600	\$ 18,799	\$ 19,801	\$ -	\$ 19,801
CSA 2.0*	Fee	\$ 776,800	\$ 776,800	\$ -	\$ -	\$ -
	Reimbursable	\$ 38,700	\$ -	\$ 38,700		\$ 38,700
CSA 2.1**	Fee	\$ 40,300	\$ -	\$ 40,300	\$ -	\$ 40,300
	Reimbursable	\$ 8,915	\$ -	\$ 8,915	\$ -	\$ 8,915
CSA 3.0	Fee	\$ 2,308,000	\$ 2,308,000	\$ -	\$ -	\$ -
	Reimbursable	\$ 48,200		\$ 48,200	\$ -	\$ 48,200
CSA 4.1	Fee	\$ 379,258	\$ 379,258	\$ -		\$ -
	Reimbursable	\$ 12,000		\$ 12,000	\$ -	\$ 12,000
CSA 4.2	Fee	\$ 288,100	\$ 288,100	\$ -		\$ -
	Reimbursable	\$ 22,000	\$ 5,000	\$ 22,000	\$ 5,000	\$ 17,000
						<b>\$ 184,916</b>

\* CSA Service Completed

\*\* CSA Service not to be completed

**Table 2 - Pre-Design, Due Diligence Site Services, and Tenant Communication Support**

4.1B - Pre-Design and Construction Permitting and Due Diligence	JCDC Partners	Civil Engineer	Surveyor	Environmental Engineer *By Owner	Appraiser	GeoTechnical *By Owner	Total
1 Coordination - Criteria for Pre-Design Services and Special Permitting	\$ 81,331	\$ 26,935					\$ 108,266
2 Tenant Relocation Communication Support	\$ 12,500						\$ 12,500
3 Preparation of FEMA Permit <i>Does not include LOMR-F (Owner to Provide after DB filling is complete)</i>		\$ 20,000					\$ 20,000
4 Appraisal of Site 21					\$ 6,000		\$ 6,000
5 Topographic Survey of Site 21			\$ 38,150				\$ 38,150
6 Environmental Review of Phase 1 Study and Geotechnical *By Owner							\$ -
	\$ 93,831	\$ 46,935	\$ 38,150	\$ -	\$ 6,000	\$ -	
							<b>\$ 184,916</b>

# Request for Legislative Action

Res: #20747

Sponsor: Theresa Cass Galvin

Date: August 30, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20747
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	8/30/2021

Introduction
<b>Action Items:</b> ['Amend']
<b>Project/Title:</b>
Amending the Contracts Resulting from RFP 17-19 with JCDC, LLC Dated December 23rd, 2019 and September 02, 2020 to Execute a Change Order That Would Allow Redistribution of Existing Project Funds Between Existing Project Components.

Request Summary
<p>It is the request of the Public Works Department that Change Order No. 1 be executed between the County and JCDC, LLC. The purpose of the change order is to allow redistribution of funds from existing project components where savings have been realized to account for additional project needs.</p> <p>Due to the pandemic and the improvement of digital assembly, much of the allocated component reimbursable funds were not utilized. It is the intent of this change order to accommodate a number of pre-design services and project related expenses not accounted for within the Owner's Representative's budget. These services include Special Regulatory Permitting, Real Estate Communication Support, Appraisal Services and Site Survey. Unspent reimbursable funds previously approved and authorized from Components 1.0, 2.0, 2.1, 3.0, 4.1, and 4.2 will be transferred within Component 4.1 Service Fee. No additional funds are required as part of this request.</p>

Contact Information			
<b>Department:</b>	Public Works	<b>Submitted Date:</b>	8/3/2021
<b>Name:</b>	Brian Gaddie	<b>Email:</b>	BGaddie@jacksongov.org
<b>Title:</b>	Director of Public Works	<b>Phone:</b>	816-881-4496

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

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5388	August 6, 2020
Prior Resolution	
Resolution:	Resolution date:
20332	December 5, 2019

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

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

Fiscal Information	
<ul style="list-style-type: none"> <li>This legislative action does not impact the County financially and does not require Finance/Budget approval.</li> </ul>	

## Request for Legislative Action

### History

Brian Gaddie at 8/3/2021 3:47:11 PM - [Submitted | ]  
Department Director: Brian Gaddie at 8/3/2021 3:58:54 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 8/3/2021 4:12:33 PM - [ Not applicable | ]  
Compliance: Katie M. Bartle at 8/3/2021 8:09:19 PM - [ Approved | eRLA 192 ]  
Finance (Budget): Mark Lang at 8/6/2021 11:01:34 AM - [ Not applicable | ]  
Executive: Sylvya Stevenson at 8/10/2021 1:12:55 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 8/17/2021 11:03:18 AM - [ Returned for more information | Please check dates for previous legislation. Thx! ]  
Submitter: Brian Gaddie at 8/18/2021 11:46:03 AM - [ Submitted | ]  
Department Director: Kristina J. Johnson at 8/18/2021 4:00:53 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 8/18/2021 4:10:34 PM - [ Not applicable | ]  
Compliance: Katie M. Bartle at 8/19/2021 12:46:56 PM - [ Approved | ]  
Finance (Budget): Mark Lang at 8/19/2021 3:50:49 PM - [ Not applicable | ]  
Executive: Troy Schulte at 8/19/2021 4:41:35 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 8/25/2021 4:16:46 PM - [ Approved | ]

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

**A RESOLUTION** awarding twelve-month extensions to the term and supply contracts for the furnishing of golf course chemicals and fertilizers for use by the Parks + Rec Department with SiteOne Landscape Supply of Cleveland, OH, Reinders, Inc., of Sussex, WI, and Advanced Turf Solutions of Riverside, MO, under the terms and conditions of Invitation to Bid No. 10-20.

**RESOLUTION NO. 20748**, August 30, 2021

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, by Resolution 20444, dated June 15, 2020, the Legislature did award twelve-month term and supply contracts for the furnishing of golf course chemicals and fertilizers for use by the Parks + Rec Department to SiteOne Landscape Supply of Cleveland, OH, Reinders, Inc., of Sussex, WI, Van Diset Supply of Olathe, KS, and Advanced Turf Solutions of Riverside, MO, under the terms and conditions of Invitation to Bid No. 10-20; and,

WHEREAS, a twelve-month option to extend was included and approved under the terms and conditions of Invitation to Bid No. 10-20, but was not stated on the RLA or in Resolution 20444; and,

WHEREAS, this error was discovered during the extension process; and,

WHEREAS, these extensions will allow the continued and uninterrupted furnishing of golf course chemicals and fertilizers; now therefore,



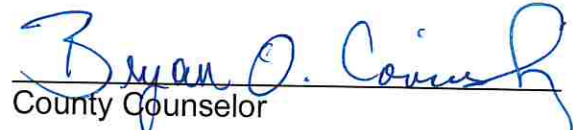
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, the contracts with SiteOne Landscape Supply, Reinders, Inc., and Advanced Turf Solutions, be extended as recommended by the Director of Finance and Purchasing, and that the Director be, and hereby is, authorized to execute for the County any documents necessary to the accomplishment of the extensions; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contracts and extensions thereto.

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. 20748 of August 30, 2021, was duly passed on \_\_\_\_\_, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

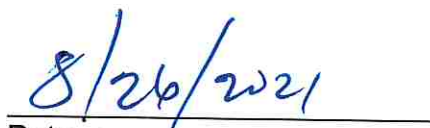
Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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 appropriations.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Res. #20748

Sponsor: Tony Miller

Date: August 30, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20748
Sponsor(s):	Tony Miller	Legislature Meeting Date:	8/30/2021

Introduction
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
Requesting authorization to add a Twelve Month Option to Extend to the Twelve Month Term and Supply Contract No. 10-20 with SiteOne Landscape Supply of Cleveland, OH, Reinders, Inc of Sussex, WI and Advanced Turf Solutions of Riverside, MO for the furnishing of Golf Course Chemicals for the Parks + Rec Department.

Request Summary
Term and Supply Contract No. 10-20 for Golf Course Chemicals was bid by the Purchasing Department in March 2020 for the Parks + Rec Department and awarded to Van Diest Supply Company of Olathe, KS, SiteOne Landscape Supply of Cleveland, OH, Reinders, Inc of Sussex, WI and Advanced Turf Solutions of Riverside, MO.
During part of the extension process, it was discovered that the approved RLA/Resolution did not state the Twelve Month Option To Extend which was included and approved in the Invitation to Bid. This request is to correct this error to match the signed contract.
Currently, Van Diest Supply Company is the only awardee of the four that is not in Compliance with Jackson County and their extension offer is pending the approval of their Certificate of Compliance. Once their Certificate of Compliance has been approved, Purchasing will submit an RLA to grant the extension to Van Diest.

Contact Information			
<b>Department:</b>	Finance	<b>Submitted Date:</b>	7/14/2021
<b>Name:</b>	Keith E. Allen	<b>Email:</b>	keallen@jacksongov.org
<b>Title:</b>	Senior Buyer	<b>Phone:</b>	816-881-3465

Budget Information	
Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$
Is it transferring fund?	No
<b>Single Source Funding:</b>	

## Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
			<b>!Unexpected End of Formula</b>

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20444	June 15, 2020

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals are waived - insufficient MBE or WBE firms available	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> <li>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.</li> </ul>	

## Request for Legislative Action

### History

Keith E. Allen at 7/14/2021 4:21:13 PM - [Submitted | ]  
Department Director: Bob Crutsinger at 7/15/2021 12:22:13 PM - [ Returned for more information | Please update per our conversations and my e-mail. ]  
Submitter: Keith E. Allen at 7/15/2021 3:12:07 PM - [ Submitted | Per Bob Crutsinger added additional pages of the awarded contracts and changed language in title and summary. ]  
Department Director: Bob Crutsinger at 7/15/2021 4:03:18 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 7/15/2021 4:35:33 PM - [ Not applicable | ]  
Compliance: Katie M. Bartle at 7/16/2021 11:20:41 AM - [ Returned for more information | Van Diest Supply Company is not in compliance. ]  
Submitter: Keith E. Allen at 7/28/2021 12:05:15 PM - [ Submitted | Van Diest has been removed pending Compliance approval. ]  
Department Director: Bob Crutsinger at 7/28/2021 3:04:04 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 7/28/2021 3:48:45 PM - [ Approved | ]  
Compliance: Katie M. Bartle at 7/29/2021 9:40:36 AM - [ Approved | eRLA 164 ]  
Finance (Budget): Mary Rasmussen at 7/30/2021 8:25:46 AM - [ Approved | Term & Supply; no fiscal note is required. ]  
Executive: Sylvya Stevenson at 7/30/2021 9:51:03 AM - [ Approved | ]  
Legal: Elizabeth Freeland at 8/3/2021 11:43:42 AM - [ Returned for more information | R 20444 is dated June 15, 2020. Please correct previous legislation. Thanks! ]  
Submitter: Keith E. Allen at 8/3/2021 11:56:12 AM - [ Submitted | ]  
Department Director: Bob Crutsinger at 8/3/2021 2:15:12 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 8/3/2021 3:23:07 PM - [ Approved | ]  
Compliance: Katie M. Bartle at 8/3/2021 8:06:39 PM - [ Approved | ]  
Finance (Budget): Mark Lang at 8/4/2021 4:59:41 PM - [ Approved | This term & supply contract does not require a fiscal note. ]  
Executive: Troy Schulte at 8/5/2021 10:37:43 AM - [ Approved | ]  
Legal: Elizabeth Freeland at 8/11/2021 10:23:00 AM - [ Returned for more information | Please double check vendor locations. Thanks! ]  
Submitter: Keith E. Allen at 8/11/2021 10:44:15 AM - [ Submitted | ]  
Department Director: Bob Crutsinger at 8/11/2021 11:35:08 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 8/16/2021 9:01:42 AM - [ Approved | ]  
Compliance: Jaime Guillen at 8/17/2021 10:19:12 AM - [ Approved | ]  
Finance (Budget): Mary Rasmussen at 8/18/2021 10:45:33 AM - [ Approved | Term & Supply; no fiscal note is required. ]  
Executive: Troy Schulte at 8/19/2021 4:45:03 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 8/26/2021 11:08:42 AM - [ Approved | ]



## **PURCHASING DEPARTMENT**

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

816-881-3267  
Fax 816-881-3268

*Resolution No. 20444*

INVITATION TO BID NO. 10-20  
ISSUED: March 2, 2020  
PAGE 1 OF 27

Jackson County, Missouri is seeking bids for a **Twelve Month Term and Supply Contract**, with **1 (one) Twelve-Month Option to Extend**, for the furnishing of **Golf Course Chemicals** for the use by **Parks + Rec.**

Enclose your bid in a sealed opaque envelope with the above Invitation to Bid number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm CST on March 24, 2020** otherwise your bid will be **REJECTED**. There will be a public opening of bids at 2:05pm CST on **March 24, 2020**, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Bid Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Invitation to Bid is Keith E. Allen. All questions must be emailed to the Buyer [keallen@jacksongov.org](mailto:keallen@jacksongov.org) as detailed under General Conditions, Item 5 on Page 10 of this Invitation to Bid.

By submitting a Bid, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any bidder; and (2) to reject any or all offers; and (3) split the contract award for Golf Course Chemicals.

Your returned Bid MUST include of: (1) all pages of this Invitation to Bid, including the Affidavit on Page 3, fully executed and notarized; (2) Compliance: If you do not have a Jackson County, MO Certificate of Compliance, the Compliance Report Form, Pages 4 and 5 hereof, must be fully completed and signed by you OR if you have a current (issued within in the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from Jackson County, MO, a copy of that certificate can be attached to your report. Failure to complete this report OR attach a current certificate may result in the **REJECTION OF YOUR BID**; (3) submit your quotation on the forms provided herein, do not include taxes as the County is tax exempt; (4) Statement of Contractor's Qualifications, Pages 6 and 7 hereof, fully completed and signed; (5) Receipt of Addendum, Page 9, completed and signed; (6) the Statement of No Bid, Page 8 hereof, if you do not intend to submit a bid; (7) the Bidder's Exceptions, Page 23, completed and signed; (8) the Contractor's signature portion of the Proposed Contract, Page 2 hereof, fully completed and signed by you; (9) the Required Submittals, Section 4.0, Page 16 hereof; and (9) Contractor Utilization Plan Form, fully completed and signed by you, Pages 24 through 27 hereof.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Bidder's response to Items 1, 2, 4, 5, 6, 7, 8 and 9. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Bidder or the Bidder's bid will be deemed **NON-RESPONSIVE**.

**PLEASE NOTE:** The Successful Bidder will have to provide a Certificate of Insurance as outlined in Paragraph 15 of the General Conditions on Page 11 and Exhibit A, Page 3 of this Invitation to Bid.

  
\_\_\_\_\_  
**BOB CRUTSINGER**  
Director of Finance and Purchasing

**A TERM AND SUPPLY CONTRACT** for the furnishing of Golf Course Chemicals for use by Parks + Rec.

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

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

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

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

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor. The parties may annually extend this Contract beyond its original term for a time, not to exceed 12 month extensions, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes  No  Initials MR Minimum order, if applicable \$ 500<sup>00</sup>

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Van Driest Supply Company PHONE NO: 515-832-2366  
 ADDRESS: PO Box 610 Webster City IA 50595-0610 FAX NO: 515-832-2955  
 NAME OF AUTHORIZED AGENT (print or type): Mike Kipper DATE: 3/20/2020  
 SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Area Manager  
 EMAIL ADDRESS OF AUTHORIZED AGENT: mike.kipper@vds.com  
 FEDERAL ID NO: 42-0934178 and/or SOCIAL SECURITY NO: \_\_\_\_\_  
 CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE):  MINORITY BUSINESS ENTERPRISE (MBE):   
 WOMAN OWNED (WBE):

JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF BOB CRUTSINGER: \_\_\_\_\_ DATE: \_\_\_\_\_





## **PURCHASING DEPARTMENT**

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

816-881-3267  
Fax 816-881-3268

INVITATION TO BID NO. 10-20  
ISSUED: March 2, 2020  
PAGE 1 OF 27

Jackson County, Missouri is seeking bids for a **Twelve Month Term and Supply Contract, with 1 (one) Twelve-Month Option to Extend**, for the furnishing of **Golf Course Chemicals** for the use by **Parks + Rec.**

Enclose your bid in a sealed opaque envelope with the above Invitation to Bid number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm CST on March 24, 2020** otherwise your bid will be **REJECTED**. There will be a public opening of bids at **2:05pm CST on March 24, 2020**, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Bid Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Invitation to Bid is Keith E. Allen. All questions must be emailed to the Buyer [keallen@jacksongov.org](mailto:keallen@jacksongov.org) as detailed under General Conditions, Item 5 on Page 10 of this Invitation to Bid.


By submitting a Bid, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any bidder; and (2) to reject any or all offers; and (3) split the contract award for Golf Course Chemicals.

Your returned Bid MUST include of: (1) all pages of this Invitation to Bid, including the Affidavit on Page 3, fully executed and notarized; (2) Compliance: If you do not have a Jackson County, MO Certificate of Compliance, the Compliance Report Form, Pages 4 and 5 hereof, must be fully completed and signed by you OR if you have a current (issued within in the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from Jackson County, MO, a copy of that certificate can be attached to your report. Failure to complete this report OR attach a current certificate may result in the **REJECTION OF YOUR BID**; (3) submit your quotation on the forms provided herein, do not include taxes as the County is tax exempt; (4) Statement of Contractor's Qualifications, Pages 6 and 7 hereof, fully completed and signed; (5) Receipt of Addendum, Page 9, completed and signed; (6) the Statement of No Bid, Page 8 hereof, if you do not intend to submit a bid; (7) the Bidder's Exceptions, Page 23, completed and signed; (8) the Contractor's signature portion of the Proposed Contract, Page 2 hereof, fully completed and signed by you; (9) the Required Submittals, Section 4.0, Page 16 hereof; and (9) Contractor Utilization Plan Form, fully completed and signed by you, Pages 24 through 27 hereof.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Bidder's response to Items 1, 2, 4, 5, 6, 7, 8 and 9. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Bidder or the Bidder's bid will be deemed NON-RESPONSIVE.

**PLEASE NOTE:** The Successful Bidder will have to provide a Certificate of Insurance as outlined in Paragraph 15 of the General Conditions on Page 11 and Exhibit A, Page 3 of this Invitation to Bid.

  
\_\_\_\_\_  
BOB CRUTSINGER  
Director of Finance and Purchasing

**A TERM AND SUPPLY CONTRACT** for the furnishing of Golf Course Chemicals for use by Parks + Rec.

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

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

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

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

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor. The parties may annually extend this Contract beyond its original term for a time, not to exceed 12 month extensions, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract. If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes  No  Initials MP Minimum order, if applicable \$ None  
ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: SiteOne Landscape Supply PHONE NO: 216-706-9250  
ADDRESS: 1385 East 36th Street, Cleveland, OH 44115 FAX NO: 248-581-1433  
NAME OF AUTHORIZED AGENT (print or type): Monique Potts DATE: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Bid Representative  
EMAIL ADDRESS OF AUTHORIZED AGENT: bids@SiteOne.com  
FEDERAL ID NO: 36-4485550 and/or SOCIAL SECURITY NO: \_\_\_\_\_  
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): \_\_\_\_\_ MINORITY BUSINESS ENTERPRISE (MBE): \_\_\_\_\_  
WOMAN OWNED (WBE): \_\_\_\_\_

JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF BOB CRUTSINGER: [Signature] DATE: 7-8-2020



## PURCHASING DEPARTMENT

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

816-881-3267  
Fax 816-881-3268

INVITATION TO BID NO. 10-20  
ISSUED: March 2, 2020  
PAGE 1 OF 27

Jackson County, Missouri is seeking bids for a **Twelve Month Term and Supply Contract, with 1 (one) Twelve-Month Option to Extend**, for the furnishing of **Golf Course Chemicals** for the use by **Parks + Rec.**

Enclose your bid in a sealed opaque envelope with the above Invitation to Bid number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm CST on March 24, 2020** otherwise your bid will be **REJECTED**. There will be a public opening of bids at **2:05pm CST on March 24, 2020**, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Bid Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Invitation to Bid is Keith E. Allen. All questions must be emailed to the Buyer [keallen@jacksongov.org](mailto:keallen@jacksongov.org) as detailed under General Conditions, Item 5 on Page 10 of this Invitation to Bid.

By submitting a Bid, you offer to enter into a Contract with the County, and your offer is not revocable for **Ninety (90) Days** following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any bidder; and (2) to reject any or all offers; and (3) split the contract award for Golf Course Chemicals.

Your returned Bid **MUST** include of: (1) all pages of this Invitation to Bid, including the Affidavit on Page 3, fully executed and notarized; (2) Compliance: If you do not have a Jackson County, MO Certificate of Compliance, the Compliance Report Form, Pages 4 and 5 hereof, must be fully completed and signed by you OR if you have a current (issued within in the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from Jackson County, MO, a copy of that certificate can be attached to your report. Failure to complete this report OR attach a current certificate may result in the **REJECTION OF YOUR BID**; (3) submit your quotation on the forms provided herein, do not include taxes as the County is tax exempt; (4) Statement of Contractor's Qualifications, Pages 6 and 7 hereof, fully completed and signed; (5) Receipt of Addendum, Page 9, completed and signed; (6) the Statement of No Bid, Page 8 hereof, if you do not intend to submit a bid; (7) the Bidder's Exceptions, Page 23, completed and signed; (8) the Contractor's signature portion of the Proposed Contract, Page 2 hereof, fully completed and signed by you; (9) the Required Submittals, Section 4.0, Page 16 hereof; and (9) Contractor Utilization Plan Form, fully completed and signed by you, Pages 24 through 27 hereof.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Bidder's response to Items 1, 2, 4, 5, 6, 7, 8 and 9. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Bidder or the Bidder's bid will be deemed **NON-RESPONSIVE**.

**PLEASE NOTE:** The Successful Bidder will have to provide a Certificate of Insurance as outlined in Paragraph 15 of the General Conditions on Page 11 and Exhibit A, Page 3 of this Invitation to Bid.

BOB CRUTSINGER  
Director of Finance and Purchasing

Jackson County Missouri Invitation to Bid No. 10-20

Page 2 of 27

A TERM AND SUPPLY CONTRACT for the furnishing of Golf Course Chemicals for use by Parks + Rec.

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

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

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

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

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor. The parties may annually extend this Contract beyond its original term for a time, not to exceed 12 month extensions, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract. If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes  No  Initials MM. Minimum order, if applicable \$ none. ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Reinders, Inc. PHONE NO: 800-722-3800  
ADDRESS: W227N6225 Sussex Rd, Sussex, WI 53089 FAX NO: \_\_\_\_\_  
NAME OF AUTHORIZED AGENT (print or type): Michael Maas DATE: 03/13/2020  
SIGNATURE OF AUTHORIZED AGENT: Michael J Maas TITLE: Territory Manager  
EMAIL ADDRESS OF AUTHORIZED AGENT: mmaas@reinders.com  
FEDERAL ID NO: 39-0762349 and/or SOCIAL SECURITY NO: \_\_\_\_\_  
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): \_\_\_\_\_ MINORITY BUSINESS ENTERPRISE (MBE): \_\_\_\_\_  
WOMAN OWNED (WBE): \_\_\_\_\_

\*\*\*\*\*  
JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF BOB CRUTSINGER: [Signature] DATE: 7-5-2020



## PURCHASING DEPARTMENT

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

816-881-3267  
Fax 816-881-3268

INVITATION TO BID NO. 10-20  
ISSUED: March 2, 2020  
PAGE 1 OF 27

Jackson County, Missouri is seeking bids for a **Twelve Month Term and Supply Contract**, with 1 (one) Twelve-Month Option to Extend, for the furnishing of **Golf Course Chemicals** for the use by **Parks + Rec.**

Enclose your bid in a sealed opaque envelope with the above Invitation to Bid number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm CST on March 24, 2020** otherwise your bid will be **REJECTED**. There will be a public opening of bids at 2:05pm CST on March 24, 2020, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Bid Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Invitation to Bid is Keith E. Allen. All questions must be emailed to the Buyer [keallen@jacksongov.org](mailto:keallen@jacksongov.org) as detailed under General Conditions, Item 5 on Page 10 of this Invitation to Bid.

By submitting a Bid, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any bidder; and (2) to reject any or all offers; and (3) split the contract award for Golf Course Chemicals.

Your returned Bid MUST include of: (1) all pages of this Invitation to Bid, including the Affidavit on Page 3, fully executed and notarized; (2) Compliance: If you do not have a Jackson County, MO Certificate of Compliance, the Compliance Report Form, Pages 4 and 5 hereof, must be fully completed and signed by you OR if you have a current (issued within in the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from Jackson County, MO, a copy of that certificate can be attached to your report. Failure to complete this report OR attach a current certificate may result in the **REJECTION OF YOUR BID**; (3) submit your quotation on the forms provided herein, do not include taxes as the County is tax exempt; (4) Statement of Contractor's Qualifications, Pages 6 and 7 hereof, fully completed and signed; (5) Receipt of Addendum, Page 9, completed and signed; (6) the Statement of No Bid, Page 8 hereof, if you do not intend to submit a bid; (7) the Bidder's Exceptions, Page 23, completed and signed; (8) the Contractor's signature portion of the Proposed Contract, Page 2 hereof, fully completed and signed by you; (9) the Required Submittals, Section 4.0, Page 16 hereof; and (9) Contractor Utilization Plan Form, fully completed and signed by you, Pages 24 through 27 hereof.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Bidder's response to Items 1, 2, 4, 5, 6, 7, 8 and 9. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Bidder or the Bidder's bid will be deemed NON-RESPONSIVE.

**PLEASE NOTE:** The Successful Bidder will have to provide a Certificate of Insurance as outlined in Paragraph 15 of the General Conditions on Page 11 and Exhibit A, Page 3 of this Invitation to Bid.

BOB CRUTSINGER  
Director of Finance and Purchasing

**A TERM AND SUPPLY CONTRACT** for the furnishing of Golf Course Chemicals for use by Parks + Rec.

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

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

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

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

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor. The parties may annually extend this Contract beyond its original term for a time, not to exceed 12 month extensions, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract. If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes  No  Initials \_\_\_\_\_ Minimum order, if applicable: \_\_\_\_\_

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Advanced Turf Solutions, Inc. PHONE NO: 317-842-1088  
ADDRESS: 12955 Ford Drive Fishers, IN 46038 FAX NO: 317-842-1847  
NAME OF AUTHORIZED AGENT (print or type): SUSAN LOGAN DATE: MARCH 9, 2020  
SIGNATURE OF AUTHORIZED AGENT: Susan Logan TITLE: Bid Manager  
EMAIL ADDRESS OF AUTHORIZED AGENT: slogan@advancedturf.com  
FEDERAL ID NO: 35-2152001 and/or SOCIAL SECURITY NO: \_\_\_\_\_  
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): \_\_\_\_\_ MINORITY BUSINESS ENTERPRISE (MBE): \_\_\_\_\_  
WOMAN OWNED (WBE): \_\_\_\_\_

\*\*\*\*\*  
JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF BOB CRUTSINGER: [Signature] DATE: 7-5-2020

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

**A RESOLUTION** extending the County's current mask mandate order for the health and safety of its citizens until October 7, 2021.

**RESOLUTION NO. 20749**, August 30, 2021

**INTRODUCED BY** Jalen Anderson, Crystal Williams, Tony Miller, and Scott Burnett,  
County Legislators

WHEREAS, Executive Order 21-07 issued by Governor Mike Parson, declaring a State of Emergency to Assist Continued COVID-19 Recovery, is set to expire on August 31, 2021; and,

WHEREAS, on August 6, in response to the increased health risk posed to Jackson County citizens evidenced by the Report Supporting Order for Mask Wearing in Public Places provided by the Jackson County Health Department pursuant to section 67.625, RSMo, the County Executive, the Director of the Health Department, and the County's Emergency Management Coordinator issued a renewed mask mandate (hereinafter "Renewed Public Health Order") that will expire on September 7, 2021, a copy of which is attached hereto; and,

WHEREAS, the Renewed Public Health Order encourages vaccination and requires individuals five years of age and older to wear a face covering or mask in places of public accommodation; and,

WHEREAS, COVID-19 spreads among people who are in contact with one another or present in shared spaces and a gathering of individuals without necessary mitigation for the spread of infection will pose a risk of the spread of infectious disease; and

WHEREAS, the state of Missouri is experiencing another wave of new COVID-19 cases, fueled by low rates of full vaccination (currently 44.3% of residents), the spread of a more pervasive and virulent strain variant (the Delta Variant), and COVID-19 hot spots in urban centers across Missouri and southeast Missouri; and,

WHEREAS, area hospitals, including Children's Mercy Hospital, serving the citizens of Jackson County are experiencing high levels of COVID-related admissions, placing them at or near capacity limits, suggesting the Delta variant's transmission and infection rates in adolescents and children are more severe than previously anticipated; and,

WHEREAS, as of August 25, 2021, the Jackson County Health Department reported 34,923 total cases of COVID-19 and 431 cases of COVID-19-related deaths in Eastern Jackson County (the area outside of Kansas City, Missouri, and Independence, Missouri); and,

WHEREAS, on August 25, 2021, the Jackson County Health Department reported approximately 43% of Eastern Jackson County residents were fully vaccinated for COVID-19 and that 49% have been administered at least one vaccine dose; and,



WHEREAS, on August 23, 2021, the U.S. Food and Drug Administration fully approved the Pfizer-BioNTech COVID-19 vaccine for prevention of COVID-19 disease, with additional vaccine options still available under a prior emergency use authorization; and,

WHEREAS, compelling data demonstrates that community mask wearing is an effective nonpharmacologic intervention to reduce the spread of COVID-19 infection, especially as source control to prevent spread from infected persons, but also as protection to reduce wearers' exposure to infection; and,

WHEREAS, on July 27, 2021, the U.S. Centers for Disease Control (CDC) issued new guidance, recommending all vaccinated individuals (in addition to its previous recommendation for unvaccinated individuals) in "substantial" or "high" transmission areas, with either more than fifty cases per 100,000 people in the area over a seven-day period, or with a COVID-19 test positivity rate higher than 5%, wear masks indoors; and,

WHEREAS, as of August 25, 2021, the CDC classifies Jackson County, and every county adjacent to Jackson County in both Missouri and Kansas, as high transmission areas; and,

WHEREAS, medical professionals recommended a return to masks indoors in July 2021, based on the positivity rate for COVID-19 cases in Missouri and the increase in hospitalizations; and,

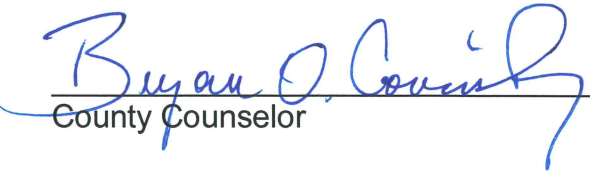
WHEREAS, on August 26, 2021, the Jackson County Health Department, pursuant to section 67.625, RSMo, submitted an updated report to the Legislature outlining the need for and recommending an extension of the mask mandate; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Renewed Public Health Order be and hereby is extended until October 7, 2021.

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. 20749 of August 30, 2021, was duly passed on \_\_\_\_\_, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

Date: August 26, 2021

To: Jackson County Legislature

CC: County Executive Frank White

From: Jackson County Health Department

RE: Report Supporting Extension of Order for Mask Wearing in Public Places

This report is submitted to provide the data and research necessary to make an evidence-based decision on ordering wearing of masks in places of public accommodation. By providing this report, the Jackson County Health Department (JACOHD) seeks to inform the officials of Jackson County, Missouri of the impact a mask order extension could have on reducing the spread of the COVID-19 Delta variant in our community.

### **Background**

*Note: Background is sourced directly from the Centers for Disease Control and Prevention.*

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html> Accessed 8/5/2021.

COVID-19 is a dangerous disease caused by a virus discovered in December 2019 in Wuhan, China. It is very contagious and has quickly spread around the world. COVID-19 most often causes respiratory symptoms that can feel much like a cold, a flu, or pneumonia, but COVID-19 can also harm other parts of the body.

- Most people who catch COVID-19 have mild symptoms, but some people become severely ill.
- Older adults and people who have certain underlying medical conditions are at increased risk of severe illness from COVID-19.
- Hundreds of thousands of people have died from COVID-19 in the United States.
- Vaccines against COVID-19 are safe and effective.

### *Symptoms*

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. Anyone can have mild to severe symptoms. People with these symptoms may have COVID-19:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting

- Diarrhea

This list is not all-inclusive. Older adults and people who have severe underlying medical conditions like heart or lung disease or diabetes seem to be at higher risk for developing more serious complications from COVID-19 illness.

### *Transmission*

COVID-19 spreads when an infected person breathes out droplets and very small particles that contain the virus. These droplets and particles can be breathed in by other people or land on their eyes, noses, or mouth. In some circumstances, they may contaminate surfaces they touch. People who are closer than 6 feet from the infected person are most likely to get infected.

COVID-19 is spread in three main ways:

- Breathing in air when close to an infected person who is exhaling small droplets and particles that contain the virus.
- Having these small droplets and particles that contain virus land on the eyes, nose, or mouth, especially through splashes and sprays like a cough or sneeze.
- Touching eyes, nose, or mouth with hands that have the virus on them.

Anyone infected with COVID-19 can spread it, even if they do NOT have symptoms.

### *Variants*

Virus constantly change through mutation, and new variants of a virus are expected to occur. While some variants emerge and disappear, others persist. Some variations allow the virus to spread more easily or make it resistant to treatments or vaccines. Currently there are four notable variants in the United States:

B.1.1.7 (Alpha): This variant was first detected in the United States in December 2020. It was initially detected in the United Kingdom.

B.1.351 (Beta): This variant was first detected in the United States at the end of January 2021. It was initially detected in South Africa in December 2020.

P.1 (Gamma): This variant was first detected in the United States in January 2021. P.1. was initially identified in travelers from Brazil, who were tested during routine screening at an airport in Japan, in early January.

B.1.617.2 (Delta): This variant was first detected in the United States in March 2021. It was initially identified in India in December 2020.

These variants seem to spread more easily and quickly than other variants, which may lead to more cases of COVID-19. An increase in the number of cases will put more strain on healthcare resources, lead to more hospitalizations, and potentially more deaths.

In addition to the four primary variants circulating in the United States, there are other variants that have been labeled as “Variants of Interest” by the CDC that could factor in to transmission rates in the future.

B.1.525 (Eta): First identified in the United Kingdom and Nigeria in December, 2020. Attributes include a potential reduction in neutralization by some Emergency Use Authorization monoclonal antibody treatments and potential reduction in neutralization by convalescent and post-vaccination sera.

B.1.526 (Iota): First identified in the United States in New York in November, 2020. Attributes include potential reduction in neutralization by some Emergency Use Authorization monoclonal antibody treatments and potential reduction in neutralization by convalescent and post-vaccination sera.

B.1.617.1 (Kappa): First identified in India in December, 2020. Attributes include potential reduction in neutralization by some Emergency Use Authorization monoclonal antibody treatments and potential reduction in neutralization by convalescent and post-vaccination sera.

B.1.617.3 (No WHO Label): First identified in India in October, 2020. Attributes include potential reduction in neutralization by some Emergency Use Authorization monoclonal antibody treatments and potential reduction in neutralization by convalescent and post-vaccination sera.

Variant information can be found at <https://www.cdc.gov/coronavirus/2019-ncov/variants/variant-info.html> - updated August 25, 2021.

### *Protecting Yourself & Your Family*

The Centers for Disease Control and Prevention (CDC) offers the following mitigation strategies to protect yourself and your family from COVID-19 infection.

#### Get Vaccinated

- Authorized COVID-19 vaccines can help protect you from COVID-19.
- You should get a COVID-19 vaccine as soon as it is available to you.

#### Wear a mask

- The CDC recommends that in areas of high and substantial community transmission, both vaccinated and unvaccinated individuals wear masks indoors.
- Per CDC ...“Wearing a mask over your nose and mouth is required on planes, buses, trains, and other forms of public transportation traveling into, within, or out of the United States and while indoors at U.S. transportation hubs such as airports or stations.

#### Stay 6 feet away from others

- Inside your home: Avoid close contact with people who are sick.
- Outside your home: Put 6 feet of distance between yourself and people who don't live in your household.
  - Remember that some people without symptoms may be able to spread virus.
  - Stay at least 6 feet from other people.
  - Keeping distance from others is especially important for people who are at higher risk of getting very sick.

#### Avoid crowds and poorly ventilated spaces

- Being in crowds like in restaurants, bars, fitness centers, or movie theaters puts you at higher risk for COVID-19.
- Avoid indoor spaces that do not offer fresh air from the outdoors as much as possible.
- If indoors, bring in fresh air by opening windows and doors, if possible.

#### Wash your hands often

- Wash your hands often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol.

#### Cover coughs and sneezes

- If you are wearing a mask: You can cough or sneeze into your mask. Put on a new, clean mask as soon as possible and wash your hands.
- If you are not wearing a mask: Always cover your mouth and nose with a tissue when you cough or sneeze, or use the inside of your elbow and do not spit.
  - Immediately wash your hands.

### **Current Conditions in Missouri**

#### *COVID-19 Status*

- Missouri has continued to experience another wave of new COVID-19 cases, fueled by low rates of full vaccination, the continued spread of the Delta variant, and hot spots in the major urban areas and southeast Missouri, locations frequented by Jackson County residents.
- As of August 25, 2021, the 7 Day New Case Rate in Missouri is 199 per 100,000 people, down slightly from 238 per 100,000 people on August 6, 2021 when the mask order was implemented. Currently, the state of Missouri ranks #39 out of 50 states with 50 representing the highest case rate per capita in the United States.
  - <https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus/data/public-health/statewide.php>
- As of August 25, 2021 the 7 Day Positivity Rate for Missouri was 13.1%, a slight decline from 15.2% on August 6, 2021. It is important to note that testing has declined in the state of Missouri during that same time period by 7.8%.
  - <https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus/data/public-health/statewide.php>
- The 7 day average of daily new cases in Missouri decreased from 2,972 cases per day on August 4, 2021 to 1,714 cases per day on August 25, 2021.
  - <https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus/data/public-health/statewide.php>
- The Centers for Disease Control and Prevention (CDC) designates all of Missouri counties as experiencing “High” levels of community transmission. High Transmission – the highest category is defined as having a “Total New Cases per 100,000 Population in the Last 7 Days” over 100 and a “Percentage of NAATs that are Positive in the Last 7 Days” over 10.0%. (map pulled 8/25/2021 at 10:51AM).

Figure 1: Level of Community Transmission by County – August 3, 2021.

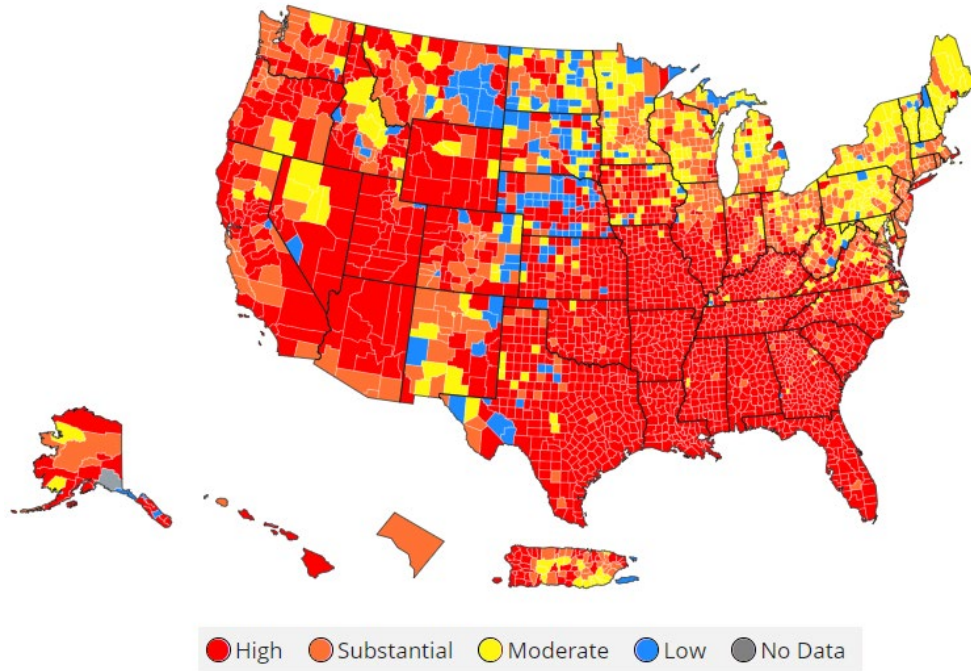
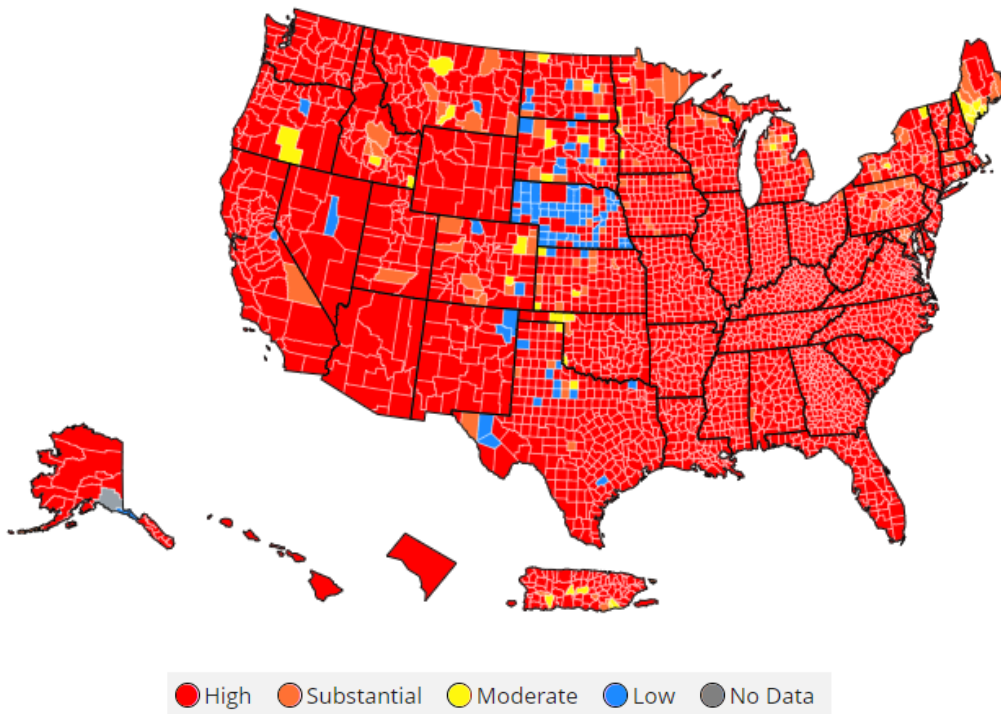


Figure 2: Level of Community Transmission by County – August 25, 2021





### *Spread of the Delta Variant*

- Viral load is roughly 1,000 times higher in people infected with the Delta variant than those infected with the original coronavirus strain. In addition, the Delta variant replicates much faster – being first detectable an average of four days after exposure, compared with an average of six days among people with the original strain.
  - Baisheng, L., Aiping, D., Kuibiao, L., Yao, H., Zhencui, L., & al, e. (2021, July 23). Viral infection and transmission in a large, well-traced outbreak caused by the SARS-CoV-2 Delta variant. Retrieved from MEDRXIV:  
<https://www.medrxiv.org/content/10.1101/2021.07.07.21260122v2>
- The estimated  $R^0$  (average number of persons each new case will infect) for the delta variant of COVID-19 is between 4.8 and 6, meaning that each individual infected with COVID-19 Delta will transmit the disease to 4-6 others. Sewer shed data show that 100% of collection sites in Missouri now show Delta variant, with 95% showing Delta variant exclusively.
  - $R^0$  data source: <https://www.fil.ion.ucl.ac.uk/spm/covid-19/forecasting/>
- Sewershed data source:  
<https://storymaps.arcgis.com/stories/f7f5492486114da6b5d6fdc07f81aacf>
- In HHS Region 7, which includes Missouri, Iowa, Nebraska, and Kansas, the CDC estimates that the Delta variants comprises nearly 100% of all cases as of August 21, 2021.
  - <https://covid.cdc.gov/covid-data-tracker/#variant-proportions>

### *Vaccination Rates for Missouri*

- Vaccination rates vary wildly across the state of Missouri. The percentage of Missouri residents statewide who are considered fully vaccinated is 44.3%, up slightly from 41.5% on August 6, 2021. Areas in Missouri that are popular summer destinations have lower vaccination rates. For example: Branson, Missouri (Taney County – 31.0% completed up from 27.7% completed on August 6, 2021), the Harry S. Truman Reservoir (Benton County – 36.3% completed up from 34.3% completed on August 6, 2021), and the Lake of the Ozarks, (Camden and Miller Counties – up to 36.8% and 24.8% completed, respectfully from 34.3% and 22.6% completed, respectively).
  - County Vaccination Data Source:  
<https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus/data/public-health/county.php> accurate through August 24, 2021

### **Current Conditions in the Kansas City Metro & Eastern Jackson County**

#### *COVID-19 Status for Kansas City Region & Eastern Jackson County*

*Note: City of Independence data is not reflected in Kansas City Region estimates.*

- As of August 25, 2021, the Kansas City Region reported 193,842 total cases, an increase from 179,575 total cases reported on August 6, 2021. On the same day, the Kansas City Region reported 2,608 total deaths from COVID-19, an increase from 2,457 total deaths from COVID-19 reported on August 6, 2021.
- In the Kansas City Region, the 7-day average of daily new cases declined from 815 new cases per day on August 6, 2021 to 548 new cases per day on August 24, 2021.

- KC Region data source: MARC KC Region COVID-19 Data Hub <https://marc2.org/covidhub/> - data accessed August 25, 2021.
- NOTE: Kansas City Regional data does not include the City of Independence in key figures.
- As of August 25, 2021, Eastern Jackson County reported 34,923 total cases and 431 total deaths from COVID-19, up from 31,892 total cases and 388 deaths from COVID-19 on August 6, 2021.
  - JACOHD Data source: MODHSS (EpiTrax) internal report of confirmed and probable cases, data accessed August 25, 2021
- In Eastern Jackson County, 7-day case rate per 100,000 persons was 306.06 per 100,000 on August, 25, 2021. This remains 3 times higher than the upper threshold of “High” classification defined by the Centers for Disease Control and Prevention.
  - JACOHD Data source: MODHSS (EpiTrax) internal report of confirmed and probable cases, data accessed August 25, 2021
- Eastern Jackson County currently meets the definition of the Centers for Disease Control and Prevention’s (CDC) High Transmission designation. High Transmission – the highest category is defined as having a “Total New Cases per 100,000 Population in the Last 7 Days” over 100 and a “Percentage of NAATs that are Positive in the Last 7 Days” over 10.0%. For the week of August 15, 2021, the percent positive in Eastern Jackson County was 14.26% and the 7-day case rate was 306.06 per 100,000 people.
  - JACOHD Data source: MODHSS (EpiTrax) internal report of confirmed and probable cases, data accessed August 25, 2021
- In Eastern Jackson County, the case rate for those aged 15-19 declined from 431.50 per 100,000 people on August 6, 2021 to 302.05 per 100,000 people on August 25, 2021. The case rate for those aged 10-14 declined from 262.47 per 100,000 people on August 6, 2021 to 252.56 per 100,000 people on August 25, 2021. The case rate for those aged 5-9 declined from 234.85 per 100,000 people on August 6, 2021 to 146.43 per 100,000 people on August 25, 2021. Case rates for all age groups remain above the CDC’s designation of “high” community transmission rates at 100 cases per 100,000 people.
  - JACOHD Data source: MODHSS (EpiTrax) internal report of confirmed and probable cases, data accurate through August 3, 2021

#### *Vaccination Rates in Eastern Jackson County*

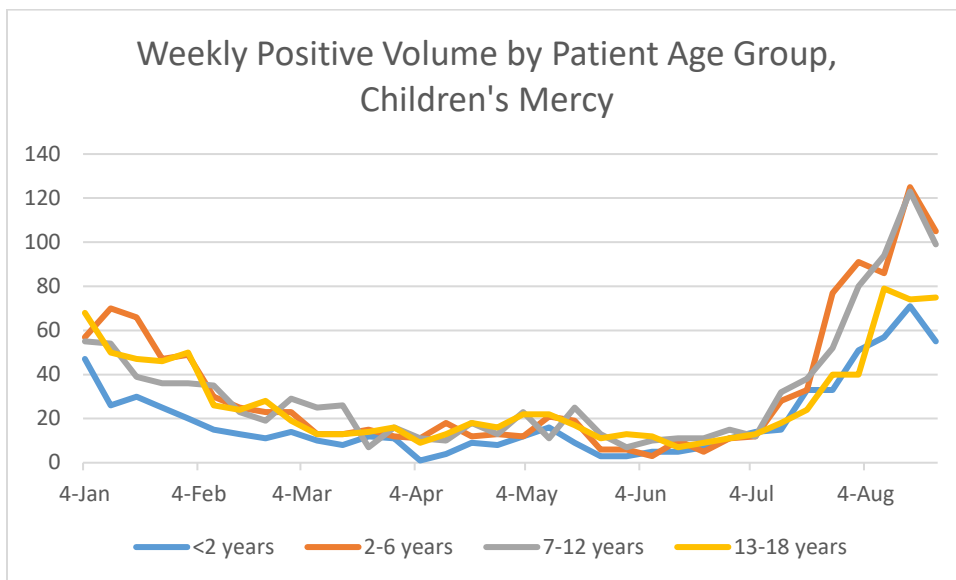
- Of the total population in Eastern Jackson County, 42.6% of residents have completed their series as of August 25, 2021, an increase of 2.1% over August 6, 2021.
  - JACOHD Data source: KDHSS WebIZ and MODHSS ShowMeVax internal report of vaccination data, data accessed August 25, 2021

#### *Stress to the Health Care System*

- The Daily Average of New Hospitalizations for the Mid-America Regional Council region declined slightly from 144 daily new hospitalizations on August 6, 2021 to 141 daily new hospitalizations on August 25, 2021.

- <https://marc2.org/covidhub/> - data accessed August 25, 2021. Children’s Mercy data is not included in this dataset.
- On August 25, 2021, Jackson County Health Department received report of six hospitals in Jackson County reporting under 5% capacity to accept new patients.
  - Data provided by Mid-America Regional Emergency Rescue Committee
- On Wednesday, August 18, 2021, regional hospitals exceeded record ICU peak capacity that was initially experienced in November, 2020.
  - <https://marc2.org/covidhub/> - data accessed August 25, 2021. Children’s Mercy data is not included in this dataset.
- In July, 2021, 12% (362) of all hospitalizations from reporting hospitals in the Kansas City Metro Region were in those younger than 18 years of age.
  - <https://marc2.org/covidhub/> - data accessed August 25, 2021. Children’s Mercy data is not included in this dataset.
- Children’s Mercy Hospital, the region’s only children’s hospital, is reporting a general increase in patient volume driven by both a community outbreak of Respiratory Syncytial Virus (RSV) Infection and increases in COVID-19 infections among youth.

Figure 3: Children’s Mercy Weekly Positive Volume by Patient Age Group, January – August, 2021



- <https://www.childrensmercy.org/health-and-safety-resources/information-about-covid-19-novel-coronavirus/covid-19-testing-at-childrens-mercy/> - data accessed on August 25, 2021
- “Data on usage of clinical care resources to manage patients with COVID-19 reflect underlying community disease incidence and can signal when urgent implementation of layered prevention strategies might be necessary to prevent overloading the health care system.”
  - <https://www.cdc.gov/mmwr/volumes/70/wr/mm7030e2.htm>
- During a joint call on July 14, 2021, between local public health directors and the regional chief medical officers (CMOs), the CMOs shared that more hospitals were being designated as “high volume” that at any other time during the pandemic. High volume indicates that a hospital doesn’t have enough staffed beds to admit patients from the Emergency Room (ER), so the ER

must keep those patients until a bed opens up. This in turn impacts the ER's ability to provide beds for new patients.

- Over 15.9% of all hospital beds are currently taken by COVID patients, an increase from 10% on August 6, 2021.
  - <https://marc2.org/covidhub/> - data accessed August 25, 2021. Children's Mercy data is not included in this dataset.
- Hospital CMOs indicated a challenge with staffing, which is contributing to the inability of health care facilities to operationalize all available beds.
- During a joint call on August 6, 2021, chief medical officers (CMOs) from the regional hospitals strongly advocated for the use of universal masking to bend the curve of surging COVID-19 cases and hospitalizations. Hospital CMOs indicated that hospitals were experiencing dangerously high capacity limitations. Since the implementation of the mask order on August 6, 2021, hospital CMOs and other healthcare leaders have reiterated the importance of masking to stem the surge in cases and lessen the strain on the health care system.
  - "Kansas City is in a state of crisis. We, at the bedside of patients, whether they're suffering from coronavirus or any other injury or illness are quite literally running from one fire to the next. What's different now is that again, we are seeing younger patients, sicker patients, patients who were baseline healthy before getting coronavirus."  
– Dr. Andrew Schlachter, Pulmonologist, Saint Luke's Health System  
*accessed 8/25/2021 via KMBC 9 News*  
<https://www.kmbc.com/article/lees-summit-saint-lukes-east-hospital-icu-at-capacity-mostly-with-covid-19-patients/37390092>
  - "This is the longest stretch we've had with this many children in the hospital. We were at our highest back in the Fall, in November I believe, we were around 13 in-house, and we're between 15 and 20 right now routinely."  
-Dr. Jennifer Watts, Chief Emergency Management Medical Officer, Children's Mercy  
*accessed 8/25/2021 via KSHB 41 News*  
<https://www.kshb.com/news/coronavirus/childrens-mercy-doctors-respond-to-missouri-attorney-general-lawsuit>
  - "We have tons of data from schools, I don't know how much more data we need to say that masks work, that rock has been looked under, we know that the data is there, we know that masks work, let's put it back down and let's move on."  
-Dr. Angela Myers, Division Director of Infectious Disease, Children's Mercy  
*accessed 8/25/2021 via KSHB 41 News*  
<https://www.kshb.com/news/coronavirus/childrens-mercy-doctors-respond-to-missouri-attorney-general-lawsuit>
  - "Your hospitals are completely full in Kansas City. We looked at the transfer-center numbers and transfer-center requests. We're going to set a record this month. We're going to hit about 3,000. That is 100 transfer requests a day." [Stites went on to say that the University of Kansas Health System is taking less than one-third of requested transfers at this time due to capacity limitations]  
-Dr. Steven Stites, CMO, University of Kansas Medical Center  
*accessed 8/25/2021 via KSHB 41 News*

<https://www.kshb.com/news/coronavirus/believe-the-science-ku-doctors-talks-about-importance-of-covid-19-vaccination-masks>

### *Stress to Emergency Medical Services (EMS) System*

- Increasing volumes in area hospitals are impacting local emergency service agencies. EMS crews are being required to wait a more lengthy amount of time to transfer patients to the care of emergency departments. In addition, EMS crews are being required to transport patients farther away from a given agency's coverage area. As transport distance and time increase, EMS availability in their primary areas of responsibility decrease.
  - Emergency Service crews in the Kansas City region are experiencing increasing "wall time". Wall time is the time an EMS crew waits to transfer care of their patient to emergency department staff. As wall time increases, EMS availability for the next emergency decreases.
  - Eleven ambulances from FEMA ambulance contract deployed to region A on August 7, 2021 to assist EMS in decompressing hospitals to increase capacity to care for COVID patients. As of August 25, 2021, over 200 patients have been transported by these strike teams – with the furthest one being to Oklahoma.
- EMS agencies are finding hospitals that are state designated as stroke, STEMI, or trauma centers are experiencing a higher number of "Time Critical Diagnosis (TCD)" Diversions – where the hospital is unable to accept TCD patients. By state regulation, EMS agencies are required to transport patients suffering a TCD emergency to these specialized hospitals and care centers. EMS crews are being required to travel farther to find an open TCD center. As these emergencies are time critical, spending more time without the specialized treatment of a specialized care center is not ideal for patient outcomes.
- Data provided by Mid-America Regional Emergency Rescue Committee on August 25, 2021

### **Masking to Decrease Spread**

#### *CDC Recommendations on Masking for Vaccinated and Unvaccinated Individuals*

- On July 27, 2021, the CDC issued new guidance, recommending all vaccinated individuals (in addition to their previous recommendation for only unvaccinated individuals) in "substantial" or "high" transmission areas, with either more than 50 cases per 100,000 in the area over a seven-day period, or with a percent positivity higher than 5%, wear masks indoors.
- As of August 25, 2021, Jackson County, as well as every county adjacent to Jackson County in Missouri and Kansas, are classified as high transmission areas according to the CDC.

#### *How COVID Spreads and Why Masking Helps Decrease Spread*

- CDC Statement on Mask Wearing based on Available Research
  - "SARS-CoV-2 infection is transmitted predominately by inhalation of respiratory droplets generated when people cough, sneeze, sing, talk, or breathe. CDC recommends community use of [masks](#), specifically non-valved multi-layer cloth masks, to prevent transmission of SARS-CoV-2. Masks are primarily intended to reduce the emission of virus-laden droplets ("source control"), which is especially relevant for asymptomatic or

presymptomatic infected wearers who feel well and may be unaware of their infectiousness to others, and who are estimated to account for more than 50% of transmissions. Masks also help reduce inhalation of these droplets by the wearer (“filtration for wearer protection”). The community benefit of masking for SARS-CoV-2 control is due to the combination of these effects; individual prevention benefit increases with increasing numbers of people using **proper** masks **consistently and correctly**. Adopting universal masking policies can help avert future lockdowns, especially if combined with other non-pharmaceutical interventions such as *social distancing, hand hygiene, and adequate ventilation.*”

- “...wearing a face covering decreased the number of projected droplets by >1000-fold. We estimated that a person standing 2m from someone coughing without a mask is exposed to over 1000 times more respiratory droplets than from someone standing 5 cm away wearing a basic single layer mask. Our results indicate that face coverings show consistent efficacy at blocking respiratory droplets.”
  - Bandiera L., Pavar G., Pisetta G., et al. Face coverings and respiratory tract droplet dispersion. medRxiv. 2020;doi:10.1101/2020.08.11.20145086
  - <https://www.medrxiv.org/content/10.1101/2020.08.11.20145086v1.full.pdf>
- “Compelling data now demonstrate that community mask wearing is an effective nonpharmacologic intervention to reduce the spread of this infection, especially as source control to prevent spread from infected persons, but also as protection to reduce wearers’ exposure to infection.”
  - Brooks, J. T., & Butler, J. C. (2021). Effectiveness of Mask Wearing to Control Community Spread of SARS-CoV-2. JAMA, 325(10): 998-999.
- Transmission by Persons Who Don’t Know That They Are Infected is a Factor In Increased Cases
  - The issue of asymptomatic spreaders has been a concern for most of the pandemic:
    - “We found that the majority of incidences may be attributable to silent transmission from a combination of the presymptomatic stage and asymptomatic infections.”
      - As COVID-19 may be transmitted up to 2 days before symptom onset, implementation of masking policies based on symptoms alone would miss not only asymptomatic but also presymptomatic individuals.
        - Moghadas SM, Fitzpatrick MC, Sah P, et al. The implications of silent transmission for the control of COVID-19 outbreaks. Proc Natl Acad Sci U S A. Jul 28 2020;117(30):17513-17515. doi:10.1073/pnas.2008373117
        - <https://www.pnas.org/content/pnas/117/30/17513.full.pdf>
    - “...the identification and isolation of persons with symptomatic COVID-19 alone will not control the ongoing spread of SARS-CoV-2.”
      - Johansson MA, Quandelacy TM, Kada S, et al. SARS-CoV-2 Transmission From People Without COVID-19 Symptoms. JAMA Netw Open. Jan 4 2021;4(1):e2035057. doi:10.1001/jamanetworkopen.2020.35057

*Available Evidence Demonstrating Impact of Community Mask Mandates – A Comparison Between Communities With and Without Mask Mandates*

- “After implementation of mask mandates in 24 Kansas counties, the increasing trend in COVID-19 incidence reversed. Although rates were considerably higher in mandated counties than in nonmandated counties by the executive order, rates in mandated counties declined markedly after July 3, compared with those in nonmandated counties. Kansas counties that had mask mandates in place appear to have mitigated the transmission of COVID-19, whereas counties that did not have mask mandates continued to experience increases in cases.”
  - <https://www.cdc.gov/mmwr/volumes/69/wr/mm6947e2.htm>
- “Mask requirements were also implemented as part of a multicomponent approach in Arizona, where COVID-19 incidence stabilized and then decreased after implementation of a combination of voluntary and enforceable community-level mitigation strategies, including mask requirements, limitations on public events, enhanced sanitation practices, and closure of certain services and businesses.”
  - <https://www.cdc.gov/mmwr/volumes/69/wr/mm6947e2.htm>
- “Counties that adopted the July mask mandate in Kansas experienced significantly lower rates of COVID-19 cases, hospitalizations, and deaths compared with those that did not. These findings corroborate previous studies that found that mask mandates slowed the growth of COVID-19 cases in Kansas counties and reduced the spread in states. Results of this study suggest that mask mandates may provide an effective way to reduce cases of COVID-19, hospitalizations, and deaths.”
  - [jamanetwork.com/journals/jamanetworkopen/fullarticle/2781283](http://jamanetwork.com/journals/jamanetworkopen/fullarticle/2781283)
- “Leffler et al. used a multiple regression approach, including a range of policy interventions and country and population characteristics, to infer the relationship between mask use and SARS-CoV-2 transmission. They found that transmission was 7.5 times higher in countries that did not have a mask mandate or universal mask use, a result similar to that found in an analogous study of fewer countries. Another study looked at the differences between US states with mask mandates and those without, and found that the daily growth rate was 2.0 percentage points lower in states with mask mandates, estimating that the mandates had prevented 230,000 to 450,000 COVID-19 cases by May 22, 2020.”
  - <https://www.pnas.org/content/118/4/e2014564118#sec-2>
- During March 22 – October 17, 2020, 10 sites participating in the COVID-19-Associated Hospitalization Surveillance Network in states with statewide mask mandates reported a decline in weekly COVID-19-associated hospitalization growth rates by up to 5.6 percentage points for adults aged 18-64 after mandate implementation, compared with growth rates during the 4 weeks preceding implementation of the mandate.
  - [https://www.cdc.gov/mmwr/volumes/70/wr/mm7006e2.htm#T1\\_down](https://www.cdc.gov/mmwr/volumes/70/wr/mm7006e2.htm#T1_down)

*Additional Studies on Effectiveness and Proper Wearing of Masks*

- Moghadas SM, Fitzpatrick MC, Sah P, et al. The implications of silent transmission for the control of COVID-19 outbreaks. *Proc Natl Acad Sci U S A*. Jul 28 2020;117(30):17513-17515. doi:10.1073/pnas.2008373117

- Lindsley WG, Blachere FM, Law BF, Beezhold DH, Noti JD. Efficacy of face masks, neck gaiters and face shields for reducing the expulsion of simulated cough-generated aerosols. *Aerosol Sci Technol.* 2020; in press
- Leung NHL, Chu DKW, Shiu EYC, et al. Respiratory virus shedding in exhaled breath and efficacy of face masks. *Nature medicine.* Apr 03 2020;26(5):676-680. doi:<https://dx.doi.org/10.1038/s41591-020-0843-2>
- Ueki H, Furusawa Y, Iwatsuki-Horimoto K, et al. Effectiveness of Face Masks in Preventing Airborne Transmission of SARS-CoV-2. *mSphere.* Oct 21 2020;5(5)doi:10.1128/mSphere.00637-20
- Brooks JT, Beezhold DH, Noti JD, et al. Maximizing Fit for Cloth and Medical Procedure Masks to Improve Performance and Reduce SARS-CoV-2 Transmission and Exposure. *MMWR Morb Mortal Wkly Rep.* 2021
- Hendrix MJ, Walde C, Findley K, Trotman R. Absence of Apparent Transmission of SARS-CoV-2 from Two Stylists After Exposure at a Hair Salon with a Universal Face Covering Policy – Springfield, Missouri, May 2020. *MMWR Morb Mortal Wkly Rep.* Jul 17 2020;69(28):930-932. doi:10.15585/mmwr.mm6928e2
- Van Dyke ME, Rogers TM, Pevzner E, et al. Trends in County-Level COVID-19 Incidence in Counties With and Without a Mask Mandate – Kansas, June 1-August 23, 2020. *MMWR Morb Mortal Wkly Rep.* Nov 27 2020;69(47):1777-1781. doi:10.15585/mmwr.mm6947e2

## **Children and Masking**

### *Transmission and Infection in Children*

- Children and adolescents can be infected with SARS-CoV-2, can get sick with COVID-19, and can spread the virus to others. In the United States through March 2021, the estimated cumulative rates of SARS-CoV-2 infection and COVID-19 symptomatic illness in children ages 5-17 years were comparable to infection and symptomatic illness rates in adults ages 18-49 and higher than rates in adults ages 50 and older. Estimated cumulative rates of infection and symptomatic illness in children ages 0-4 are roughly half of those in children ages 5-17, but are comparable to those in adults ages 65 years or older. More data is being collected on the impact of the delta variant on these estimates.
  - [https://www.cdc.gov/coronavirus/2019-ncov/science/science-briefs/transmission\\_k\\_12\\_schools.html#covid-19-children-adolescents](https://www.cdc.gov/coronavirus/2019-ncov/science/science-briefs/transmission_k_12_schools.html#covid-19-children-adolescents)
  - Szablewski CM, Chang KT, Brown MM, et al. SARS-CoV-2 Transmission and Infection Among Attendees of an Overnight Camp – Georgia, June 2020. *MMWR Morb Mortal Wkly Rep* 2020;69(31):1023-1025. doi:10.15585/mmwr.mm6931e1
  - Atherstone C, Siegel M, Schmitt-Matzen E, et al. SARS-CoV-2 Transmission Associated with High School Wrestling Tournaments – Florida, December 2020-January 2021. *MMWR Morb Mortal Wkly Rep* 2021;70(4):141-143. doi:10.15585/mmwr.mm7004e4
- National surveillance data from the United Kingdom (UK) showed an association between regional COVID-19 incidence and incidence in schools. For every five additional cases per 100,000 population in regional incidence, the risk of a school outbreak increased by 72%.



- [https://www.cdc.gov/coronavirus/2019-ncov/science/science-briefs/transmission\\_k\\_12\\_schools.html#covid-19-children-adolescents](https://www.cdc.gov/coronavirus/2019-ncov/science/science-briefs/transmission_k_12_schools.html#covid-19-children-adolescents)
- Reducing transmission of SARS-CoV-2 in the community to alleviate burden on the health care system is dependent upon limiting transmission among youth in the school setting. Studies suggest that the proportion of index cases increased with age. For example, 12% of 89,191 households in a JAMA study had an index case aged 0 to 3 and 38% had an index case aged 14 to 17 years.
  - <https://jamanetwork.com/journals/jamapediatrics/fullarticle/2783022>
- Nationally, the number of COVID-19 cases in children has steadily increased since the beginning of July. After declining in early summer, child cases have seen a fourfold increase from July 22, 2021 through August 15, 2021, rising from about 38,000 cases per week to 180,000 cases per week.
  - <https://www.aap.org/en/pages/2019-novel-coronavirus-covid-19-infections/children-and-covid-19-state-level-data-report/#:~:text=Over%20180%2C000%20cases%20were%20added,to%20180%2C000%20the%20past%20week>
- “If you want to keep kids safe and you want to keep kids in school, then you better have masks on. You saw the stats – Children’s Mercy has a lot of COVID kids now. This is different; the delta variant is different.”
 

-Dr. Steven Stites, Chief Medical Officer, The University of Kansas Health System  
accessed 8/25/2021 – Fox 4 News, Kansas City  
<https://fox4kc.com/tracking-coronavirus/the-delta-variant-is-different-why-doctors-say-this-school-year-is-even-more-dangerous/>
- “We have learned a lot in the last 18 months of this pandemic and what we have really seen from our schools is that masks have really stopped in school transmission of COVID-19.”
 

-Dr. Jennifer Schuster, Pediatric Infectious Disease Specialist, Children’s Mercy  
accessed August 25, 2021 – The University of Kansas Medical Center – COVID 19 Update: What happens in schools without masking (August 17, 2021)  
<https://www.facebook.com/208729133103/videos/124064183198310>
- “IF we open schools up without social distancing, without vaccination, without masks, we are going to see problems. We’re going to see children land in the hospital and that’s the last thing that we want to do. This is now a vaccine-preventable disease.”
 

-Dr. Barbara Pahud, Children’s Mercy  
accessed August 25, 2021 – KSNT News, Topeka  
<https://www.ksnt.com/health/coronavirus/childrens-mercy-hospital-at-full-capacity-as-covid-19-other-illnesses-bring-more-kids-in/>

### *Illness in Children*

- The extent to which children suffer from long-term consequences of COVID-19 is still unknown.
  - [https://www.cdc.gov/coronavirus/2019-ncov/science/science-briefs/transmission\\_k\\_12\\_schools.html#covid-19-children-adolescents](https://www.cdc.gov/coronavirus/2019-ncov/science/science-briefs/transmission_k_12_schools.html#covid-19-children-adolescents)
- Although rates of severe outcomes (e.g. hospitalization, mortality) from COVID-19 among individual children and adolescents are low, youth who belong to some racial and ethnic minority groups are disproportionately affected similar to adults.

- [https://www.cdc.gov/coronavirus/2019-ncov/science/science-briefs/transmission\\_k\\_12\\_schools.html#COVID-19-children-adolescents](https://www.cdc.gov/coronavirus/2019-ncov/science/science-briefs/transmission_k_12_schools.html#COVID-19-children-adolescents)

#### *Lack of Vaccine Eligibility in Children Under 12*

- Children under 12 currently lack the ability to access a vaccine. Although Emergency Use Authorization for children 5-12 is expected within the coming months, the clinical trials for the Pfizer and Moderna vaccine may begin expanding the number of children in this age range who can participate.

#### *Need for Mitigation Strategies in Schools*

- The goal of the Jackson County Health Department, American Academy of Pediatrics, Centers for Disease Control and Prevention, and Children’s Mercy is for students to be in person for school during the 2021/2022 school year. In order to do so safely and to avoid disruptions to the learning environment, schools must employ a multi-layered approach of mitigation strategies including universal mask wearing for all teachers, staff, students, and visitors to K-12 schools, regardless of vaccination status. This is consistent with similar guidance offered by the American Academy of Pediatrics, Centers for Disease Control and Prevention, Children’s Mercy, and the Jackson County Health Department.
  - Centers for Disease Control and Prevention . (Accessed August 25, 2021). *Schools and Child Care Programs*. Retrieved from Centers for Disease Control and Prevention: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/index.html>
  - Children's Mercy. (Accessed August 25, 2021). *Guidance for Keeping Schools Safe for Students and Staff*. Retrieved from Returning to School and the Community Safely: <https://www.childrensmc.org/siteassets/media/covid-19/guidance-for-school-re-opening-during-the-covid-19-pandemic.pdf>
  - American Academy of Pediatrics. (Accessed August 25, 2021). *COVID-19 Guidance for Safe Schools*. Retrieved from American Academy of Pediatrics: <https://services.aap.org/en/pages/2019-novel-coronavirus-covid-19-infections/clinical-guidance/covid-19-planning-considerations-return-to-in-person-education-in-schools/>

### **Regional Mitigation Communication**

#### *Regional News Release for Public Health Advisory*

- Ten Kansas City area health departments (including Cass, Clay, Jackson and Platte Counties as well as Kansas City Health Department in Missouri) issued a Public Health Advisory through a Regional News Release on July 16, 2021. This recommended mask-wearing while indoors for all unvaccinated persons and vaccinated individuals with underlying health conditions, in line with the CDC guidance. This advisory was a result of discussions during a joint meeting with the Chief Medical Officers from several metropolitan area hospitals. The Chief Medical Officers found that due to the rapidly increasing COVID-19 cases and hospitalizations in the Kansas City Area due to emergence of the delta variant, unvaccinated residents of all ages who have resumed normal activities without adequate protection (masking and vaccinations) are most at risk, particularly immune-compromised individuals.

- This Advisory was prior to the CDC’s Morbidity and Mortality Weekly Report from July 27, 2021 that stated: “Based on emerging evidence on the Delta variant (2), CDC also recommends that fully vaccinated persons wear masks in public indoor settings in areas of substantial or high transmission.”

## **Updated CDC Guidance**

### *Summary of Latest CDC Guidance*

- Updated information for fully vaccinated people given new evidence on the B.1.617.2 (Delta) variant currently circulating in the United States.
- Added a recommendation for fully vaccinated people to wear a mask in public indoor settings in areas of [substantial or high transmission](#).
- Added information that fully vaccinated people might choose to wear a mask regardless of the level of transmission, particularly if they are immunocompromised or at [increased risk for severe disease](#) from COVID-19, or if they have someone in their household who is immunocompromised, at increased risk of severe disease or not fully vaccinated.
- Added a recommendation for fully vaccinated people who have a known exposure to someone with suspected or confirmed COVID-19 to be tested 3-5 days after exposure, and to wear a mask in public indoor settings for 14 days or until they receive a negative test result.
- CDC recommends universal indoor masking for all teachers, staff, students, and visitors to schools, regardless of vaccination status.
- Infections happen in only a small proportion of fully vaccinated people, even with the Delta variant. However, preliminary evidence suggests that fully vaccinated people who do become infected with the Delta variant can spread the virus to others. To reduce their risk of becoming infected with the Delta variant and potentially spreading it to others, CDC recommends that fully vaccinated people:
- Fully vaccinated people might choose to mask regardless of the level of transmission, particularly if they or someone in their household is immunocompromised or at [increased risk for severe disease](#), or if someone in their household is unvaccinated. People who are at increased risk for severe disease include older adults and those who have certain medical conditions, such as diabetes, overweight or obesity, and heart conditions.
- Get tested if experiencing COVID-19 symptoms.
- Get tested 3-5 days following a known exposure to someone with suspected or confirmed COVID-19 and wear a mask in public indoor settings for 14 days after exposure or until a negative test result.
- Isolate if they have tested positive for COVID-19 in the prior 10 days or are experiencing COVID-19 symptoms.
- General prevention of COVID-19: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html> (for anyone)

- Wear a mask
- Stay 6 feet away from others
- Get vaccinated
- Avoid crowds and poorly ventilated spaces
- Wash your hands often
- Cover coughs and sneezes
- Clean and disinfect
- Monitor your health daily

### **Exclusions to the Order**

#### *Minors Below the Age of 5*

- Current CDC recommendations state that face masks can be safely worn by all children 2 years of age and older, including most children with special health conditions, with rare exception. Children should not wear a mask if they are under 2 years old, however, because of suffocation risk. In addition, for children under age five in community settings the World Health Organization recommends against facemasks.
  - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html#stay6ft>
  - <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html>
  - <https://www.jwatch.org/fw116969/2020/08/24/who-recommends-against-face-masks-kids-community-settings>

#### *Persons with Certain Disabilities*

- Persons who have disabilities where face coverings or masks constitute a substantial impairment to their health and well-being based upon medical, behavioral, or legal direction: Employees who can't wear a face mask for medical reasons, should not work in close proximity with other coworkers or the public. For the public who can't wear face masks for medical reasons, they should utilize alternative services such as online shopping, and/or curbside pickup and delivery.

#### *Persons in a Restaurant, Bar, or Similar Establishment*

- While consuming food, exposure can be minimized by seating households and close contact groups together, maintaining proper social distance, and remaining seated while consuming food or drink. The CDC recommends that restaurant and bar settings consider spacing tables at least 6 feet apart to mitigate risk while customers are eating and drinking.
  - <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/business-employers/bars-restaurants.html>
  - Guy GP Jr., Lee FC, Sunshine G, et al. Association of State-Issued Mask Mandates and Allowing On-Premises Restaurant Dining with County-Level COVID-19 Case and Death

Growth Rates — United States, March 1–December 31, 2020. MMWR Morb Mortal Wkly Rep 2021;70:350–354. DOI: <http://dx.doi.org/10.15585/mmwr.mm7010e3>

- Mask mandates and restricting any on-premises dining at restaurants can help limit community transmission of COVID-19 and reduce case and death growth rates. These findings can inform public policies to reduce community spread of COVID-19.
  - <https://www.cdc.gov/mmwr/volumes/70/wr/mm7010e3.htm>

#### *Persons Obtaining a Service Involving the Nose or Face*

- This exclusion is only for those who are receiving the service. Person's rendering the services must still wear a facemask at all times.

#### *Persons Alone in a Separate Room or Office*

- In a completely enclosed separate room or office, it is permissible to forgo masking due to minimal risk.

#### *Face Shields or Goggles as a Substitute for Masks*

- The CDC does not recommend using face shields or goggles as a suitable substitute for masks. Goggles or other eye protection may be used in addition to a mask. Do NOT put a plastic face shield (or mask) on newborns or infants.
- Face shields and goggles are primarily used to protect the eyes of the person wearing it. Goggles do not cover the nose and mouth. Face shields are not as effective at protecting you or the people around you from respiratory droplets. Face shields have large gaps below and alongside the face, where your respiratory droplets may escape and reach others around you and will not protect you from respiratory droplets from others. However, wearing a mask may not be feasible in every situation for some people.
  - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover-guidance.html>

#### **Conclusion**

The Jackson County Health Department strongly supports the extension of an Order requiring masks in all indoor places within Eastern Jackson County until the County is no longer experiencing “High” or “Substantial” levels of community transmission as indicated by the CDC. Additionally, such an order is necessary to provide relief to local hospitals and to alter the curve of the Kansas City Metropolitan’s latest COVID-19 surge.

Res. #20749  
Sponsors: Jalen Anderson, Crystal Williams, Tony Miller, Scott Burnett  
Date: August 30, 2021

## Request for Legislative Action

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20749
Sponsor(s):	Jalen Anderson;Crystal J. Williams;Tony Miller;Scott Burnett JACKSON COUNTY	Legislature Meeting Date:	8/30/2021

Introduction
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
A Resolution approving a 30-day extension to the current health order requiring indoor masking for individuals five years of age and older.

Request Summary
Due, in part, to the high prevalence of COVID-19 in our region, relatively low vaccination rates and the scientific evidence supporting the benefits of universal masking, the Jackson County Executive, Health Director, and Interim Emergency Management Coordinator are requesting County Legislative approval to extend the current Health Order for an additional 30 days.

Contact Information			
<b>Department:</b>	County Executive Office	<b>Submitted Date:</b>	8/24/2021
<b>Name:</b>	Caleb Clifford	<b>Email:</b>	cclifford@jacksongov.org
<b>Title:</b>	Chief of Staff	<b>Phone:</b>	816-881-3333

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

## Request for Legislative Action

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:

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

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

<b>Fiscal Information</b>	
<ul style="list-style-type: none"> <li>This legislative action does not impact the County financially and does not require Finance/Budget approval.</li> </ul>	

## Request for Legislative Action

### History

Caleb Clifford at 8/24/2021 4:51:12 PM - [Submitted | ]

Department Director: Troy Schulte at 8/24/2021 5:07:08 PM - [ Approved | ]

Finance (Purchasing): Barbara J. Casamento at 8/25/2021 9:07:42 AM - [ Not applicable | ]

Compliance: Katie M. Bartle at 8/25/2021 9:54:30 AM - [ Approved | ]

Finance (Budget): Mark Lang at 8/25/2021 10:20:25 AM - [ Not applicable | ]

Executive: Sylvya Stevenson at 8/25/2021 12:18:21 PM - [ Approved | ]

Legal: Elizabeth Freeland at 8/26/2021 11:50:48 AM - [ Approved | ]



# JACKSON COUNTY, MISSOURI

RECEIVED

OFFICE OF THE COUNTY EXECUTIVE  
415 E. 12<sup>th</sup> St., Ste. 200, Kansas City, MO 64106  
JACKSON COUNTY HEALTH DEPARTMENT  
313 S. Liberty, Independence, MO 64050

AUG 06 2021 JHR 2:20 P.  
8/6/2021

MARY JO SPINO  
COUNTY CLERK

ORDER OF JACKSON COUNTY EXECUTIVE FRANK WHITE, JR., JACKSON COUNTY HEALTH DIRECTOR BRIDGETTE SHAFFER, AND INTERIM JACKSON COUNTY EMERGENCY MANAGEMENT COORDINATOR CALEB CLIFFORD DIRECTING ALL INDIVIDUALS LIVING IN, AND BUSINESSES OR ENTITIES OPERATING IN, JACKSON COUNTY, MISSOURI, EXCEPT KANSAS CITY, MISSOURI, AND INDEPENDENCE, MISSOURI, TO ADHERE TO THE PROVISIONS OUTLINED BELOW.

## DATE OF ORDER: AUGUST 6, 2021

Please read this Order carefully. Pursuant to §192.300 R.S.Mo. and §192.320 R.S.Mo., violation of or failure to comply with this Order is a class A misdemeanor punishable by fine, imprisonment, or both. Pursuant to sections 4001 and 4052, Jackson County Code, 1984, violation of or failure to comply with this order is also a county ordinance violation, punishable by fine, imprisonment, or both.

UNDER THE AUTHORITY GRANTED INDIVIDUALLY AND COLLECTIVELY BY THE RELEVANT PROVISIONS OF THE MISSOURI STATE CONSTITUTION, STATUTES, REGULATIONS, AS WELL AS BY RELEVANT PROVISIONS OF THE HOME RULE CHARTER OF JACKSON COUNTY AND COUNTY CODE PROVISIONS, INCLUDING, BUT NOT LIMITED TO: THE MISSOURI CODE OF STATE REGULATIONS, RULES OF DEPARTMENT OF HEALTH AND SENIOR SERVICES (19 CSR 20-20.020; 19 CSR 20-20.030; 19 CSR 20-20.040; 19 CSR 20-20.050) AND JACKSON COUNTY CODE CHAPTER 40, THE JACKSON COUNTY EXECUTIVE, JACKSON COUNTY HEALTH DIRECTOR, AND JACKSON COUNTY EMERGENCY MANAGEMENT COORDINATOR DO HEREBY ORDER:

1. This Order re-imposes restrictions in Jackson County, excluding the corporate limits of the cities of Kansas City, Missouri, and Independence, Missouri, due, in part, to the following:
  - On March 12, 2020, a proclamation of a state of emergency was issued to allow Jackson County, Missouri to take measures to reduce the possibility of exposure to COVID-19 and promote the health of Jackson County residents; and
  - On March 26, 2021, the Governor of the State of Missouri issued Executive Order 21-07 authorizing the Jackson County Executive to, among other things, issue orders protecting Jackson County residents from the contraction and spread of COVID-19; and
  - COVID-19 primarily spreads when an infected person breathes out droplets and very small particles that contain the virus. These droplets and particles can be breathed in by other people or land on their eyes, noses, or mouth; and

- Missouri is experiencing another wave of new COVID-19 cases, fueled by low rates of full vaccination (under 50%), the spread of a new strain of COVID-19 variant (the Delta variant), and hot spots in southwest Missouri and northcentral Missouri, locations frequented by Jackson County residents; and
- as of August 4, 2021, there were 31,660 total cases and 388 deaths of COVID-19 reported in Eastern Jackson County. The Centers for Disease Control (CDC) reported approximately 3.4 million total cases and approximately 613,000 deaths nation-wide; and
- as of August 3, 2021, approximately 40.5% of all Eastern Jackson County residents were fully vaccinated against COVID-19 and 46.2% have received one vaccine dose; and
- the number of COVID-19 cases and hospitalizations in Jackson County has increased steadily, with the weekly average for new COVID-19 cases the highest in almost six months, and local hospitals are at or near patient-capacity; and
- on July 27, 2021, the CDC issued new guidance, recommending all vaccinated individuals (in addition to their previous recommendation for only unvaccinated individuals) in “substantial” or “high” transmission areas, with either more than 50 cases per 100,000 people in the area over a seven-day period, or with COVID-19 test positivity rate higher than 5%, wear masks indoors; and
- for the 2021/2022 school year, the CDC published guidance for the return to in-person learning, recognizing many schools will have vaccinated and unvaccinated student-populations, stating consistent and correct mask use as one of the COVID-transmission prevention strategies crucial to protect students, teachers and staff. CDC recommends universal indoor masking for all teachers, staff, students, and visitors to K-12 schools, regardless of vaccination status; and
- on August 1, 2021, the CDC classified Jackson County, as well as every county adjacent to Jackson County in Missouri and Kansas, as high transmission areas; and
- since late July 2021, the chief medical officers (CMOs) in Jackson County and surrounding areas strongly advocated for the use of universal masking to bend the curve of surging COVID-19 cases and hospitalizations. Hospital CMOs indicated that hospitals were experiencing dangerously high capacity limitations.; and
- pursuant to § 67.265 R.S.Mo., the Jackson County Health Department, prior to the issuance of this Order, having considered and presented less restrictive alternatives to redress COVID-19-related transmission, infections, hospitalizations and deaths, submitted a report to the Jackson County Legislature outlining and recommending a need for this Order;

Thus, as of the effective date and time of this Order set forth below, **12:01 a.m. on AUGUST 9, 2021**, all individuals, businesses, and government agencies in Jackson County, Missouri, excluding the portions of the County within the corporate limits of the cities of Kansas City, Missouri, and Independence, Missouri, are required to follow the provisions of this Order.

2. All persons are encouraged to be vaccinated for COVID-19. Vaccination prevents severe illness, hospitalizations, and deaths.
3. As used herein, the terms below shall have the following meanings:

- a) A “face covering or mask” means a uniform piece of cloth, fabric or other material that securely covers a person’s nose and mouth. It is properly worn when it remains affixed in place without the use of one’s hands. A face covering or mask may be:
    - A sewn mask secured with ties or straps around the head or behind the ears; or
    - Multiple layers of fabric tied around the head; or
    - Made from a variety of materials, such as fleece, cotton, or linen; or
    - Factory-made or made from household items.
  - b) A “place of public accommodation” means any place or business offering or holding out to the general public goods, services, privileges, facilities, advantages or accommodations for the peace, comfort, health, welfare and safety of the general public. Public accommodation shall not include a private club or a place of public accommodation owned and operated on behalf of a religious corporation, association or society.
4. An individual in an indoor place of public accommodation must properly wear a face covering or mask. These spaces include, but are not limited to, grocery and retail stores, special events, and public transit, but do not include private dwellings or private transportation vehicles.
- a) Exceptions to the face covering or mask requirement include the following:
    - Minors below the age of 5; and
    - Persons who have disabilities where face coverings or masks constitute a substantial impairment to their health and well-being based upon medical, behavioral or legal direction; and
    - Persons in a restaurant or tavern actively consuming food or drink; and
    - Persons obtaining a service involving the nose or face when temporary removal of the face covering or mask is necessary to perform the service; and
    - Persons who are alone in a separate room or office;

Places of public accommodation shall deny entry to and refuse to serve members of the public who refuse to wear face coverings or masks, unless a medical exemption applies or the individual is a child under the age of five. Places of public accommodation shall neither require the individual to produce medical documentation verifying a medical condition or disability, nor ask about the nature of a medical condition or disability and are encouraged to offer members of the public alternatives to in-person use of their premises.

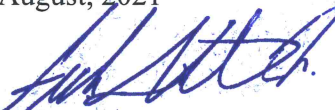
5. Pursuant to §192.300 R.S.Mo. and §192.320 R.S.Mo., the Health Director requests that the Sheriff, all chiefs of police, Park Rangers in the County, and the Jackson County Environmental Health Department ensure compliance with and enforcement of this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment, or both. All remedies prescribed by this Order or otherwise available under applicable law,

shall be cumulative, and the use of one or more remedies by Jackson County shall not bar the use of any other remedy to enforce this Order.

6. **This Order shall be effective at 12:01 a.m., on AUGUST 9, 2021**, and will continue to be in effect until it is extended, rescinded, superseded, amended or terminated in writing by the County Executive, Health Director, and Emergency Management Coordinator or pursuant to the provisions of R.S.Mo. § 67.265.
7. The County will consistently monitor data regarding COVID-19 rates in Jackson County and reserves the right to further amend this Order in accordance with infection rates, CDC guidelines, and any other relevant information which indicates the necessity to increase restrictions or which indicates cause to ease restrictions.
8. Copies of this Order shall promptly be: (1) made available outside the Jackson County Courthouses at 415 E. 12th St., Kansas City, MO 64106 (Downtown Location); (2) posted on the Jackson County Health Department website ([www.jacohd.org](http://www.jacohd.org)); and (3) provided to any member of the public requesting a copy of this Order.
9. If any provision of this Order or its application to any person or circumstance is held to be invalid, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.


Authenticated as Adopted

This 6th day of August, 2021



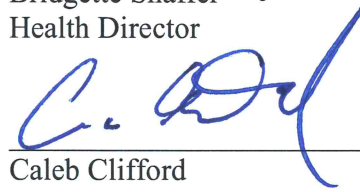
---

Frank White, Jr.  
County Executive



---

Bridgette Shaffer  
Health Director



---

Caleb Clifford  
Chief of Staff & Interim Emergency Management  
Coordinator

Date: August 6, 2021

To: Jackson County Legislature

CC: County Executive Frank White

From: Jackson County Health Department

RE: Report Supporting Order for Mask Wearing in Public Places

This report is submitted to provide the data and research necessary to make an evidence-based decision on ordering wearing of masks in places of public accommodation. By providing this report, the Jackson County Health Department (JACOHD) seeks to inform the officials of Jackson County, Missouri of the impact a new mask order could have on reducing the spread of the COVID-19 Delta variant in our community.

### **Background**

*Note: Background is sourced directly from the Centers for Disease Control and Prevention.*

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html> Accessed 8/5/2021.

COVID-19 is a dangerous disease caused by a virus discovered in December 2019 in Wuhan, China. It is very contagious and has quickly spread around the world. COVID-19 most often causes respiratory symptoms that can feel much like a cold, a flu, or pneumonia, but COVID-19 can also harm other parts of the body.

- Most people who catch COVID-19 have mild symptoms, but some people become severely ill.
- Older adults and people who have certain underlying medical conditions are at increased risk of severe illness from COVID-19.
- Hundreds of thousands of people have died from COVID-19 in the United States.
- Vaccines against COVID-19 are safe and effective.

### *Symptoms*

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. Anyone can have mild to severe symptoms. People with these symptoms may have COVID-19:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting

- Diarrhea

This list is not all-inclusive. Older adults and people who have severe underlying medical conditions like heart or lung disease or diabetes seem to be at higher risk for developing more serious complications from COVID-19 illness.

#### *Transmission*

COVID-19 spreads when an infected person breathes out droplets and very small particles that contain the virus. These droplets and particles can be breathed in by other people or land on their eyes, noses, or mouth. In some circumstances, they may contaminate surfaces they touch. People who are closer than 6 feet from the infected person are most likely to get infected.

COVID-19 is spread in three main ways:

- Breathing in air when close to an infected person who is exhaling small droplets and particles that contain the virus.
- Having these small droplets and particles that contain virus land on the eyes, nose, or mouth, especially through splashes and sprays like a cough or sneeze.
- Touching eyes, nose, or mouth with hands that have the virus on them.

Anyone infected with COVID-19 can spread it, even if they do NOT have symptoms.

#### *Variants*

Virus constantly change through mutation, and new variants of a virus are expected to occur. While some variants emerge and disappear, others persist. Some variations allow the virus to spread more easily or make it resistant to treatments or vaccines. Currently there are four notable variants in the United States:

B.1.1.7 (Alpha): This variant was first detected in the United States in December 2020. It was initially detected in the United Kingdom.

B.1.351 (Beta): This variant was first detected in the United States at the end of January 2021. It was initially detected in South Africa in December 2020.

P.1 (Gamma): This variant was first detected in the United States in January 2021. P.1. was initially identified in travelers from Brazil, who were tested during routine screening at an airport in Japan, in early January.

B.1.617.2 (Delta): this variant was first detected in the United States in March 2021. It was initially identified in India in December 2020.

These variants seem to spread more easily and quickly than other variants, which may lead to more cases of COVID-19. An increase in the number of cases will put more strain on healthcare resources, lead to more hospitalizations, and potentially more deaths.

#### *Protecting Yourself & Your Family*

The Centers for Disease Control and Prevention (CDC) offers the following mitigation strategies to protect yourself and your family from COVID-19 infection.

### Get Vaccinated

- Authorized COVID-19 vaccines can help protect you from COVID-19.
- You should get a COVID-19 vaccine as soon as it is available to you.

### Wear a mask

- The CDC recommends that in areas of high and substantial community transmission, both vaccinated and unvaccinated individuals wear masks indoors.
- Per CDC ... "Wearing a mask over your nose and mouth is required on planes, buses, trains, and other forms of public transportation traveling into, within, or out of the United States and while indoors at U.S. transportation hubs such as airports or stations.

### Stay 6 feet away from others

- Inside your home: Avoid close contact with people who are sick.
- Outside your home: Put 6 feet of distance between yourself and people who don't live in your household.
  - Remember that some people without symptoms may be able to spread virus.
  - Stay at least 6 feet from other people.
  - Keeping distance from others is especially important for people who are at higher risk of getting very sick.

### Avoid crowds and poorly ventilated spaces

- Being in crowds like in restaurants, bars, fitness centers, or movie theaters puts you at higher risk for COVID-19.
- Avoid indoor spaces that do not offer fresh air from the outdoors as much as possible.
- If indoors, bring in fresh air by opening windows and doors, if possible.

### Wash your hands often

- Wash your hands often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol.

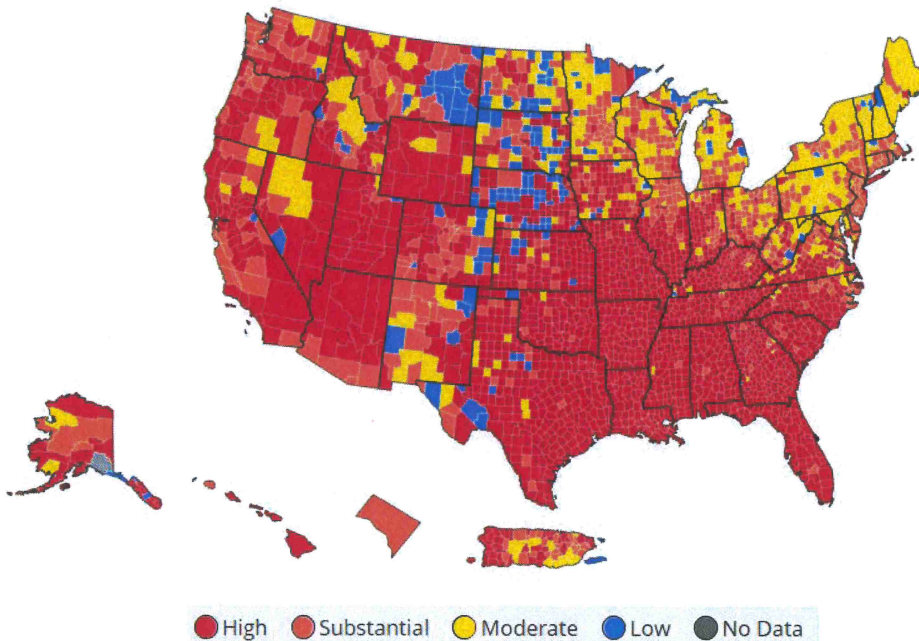
### Cover coughs and sneezes

- If you are wearing a mask: You can cough or sneeze into your mask. Put on a new, clean mask as soon as possible and wash your hands.
- If you are not wearing a mask: Always cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow and do not spit.
  - Immediately wash your hands.

### **Current Conditions in Missouri**

#### *COVID-19 Status*

- Missouri is experiencing another wave of new COVID-19 cases, fueled by low rates of full vaccination, the spread of the Delta variant, and hot spots in southwest Missouri and northcentral Missouri, locations frequented by Jackson County residents.
- As of August 5, 2021, the 7 Day New Case Rate in Missouri was 238 per 100,000 people. This is a 5.4% increase from last week, resulting in Missouri ranking #45 out of 50 states. 50 represents the highest case rate per capita in the United States.
  - <https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus/data/public-health/statewide.php>
- As of August 5, 2021, the 7 Day Positivity Rate for Missouri was 15.2%.
  - <https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus/data/public-health/statewide.php>
- The 7-day average of daily new cases in Missouri increased from 391 on June 1, 2021 to 2,972 on August 4, 2021 – a 660% increase.
  - <https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus/data/public-health/statewide.php>
- The Centers for Disease Control and Prevention (CDC) designates all but four Missouri counties as experiencing “High” levels of community transmission. High Transmission – the highest category is defined as having a “Total New Cases per 100,000 Population in the Last 7 Days” over 100 and a “Percentage of NAATs that are Positive in the Last 7 Days” over 10.0%. (map pulled 8/3/2021 at 3:57 PM).



### *Spread of the Delta Variant*

- Viral load is roughly 1,000 times higher in people infected with the Delta variant than those infected with the original coronavirus strain. In addition, the Delta variant replicates much faster – being first detectable an average of four days after exposure, compared with an average of six days among people with the original strain.



- Baisheng, L., Aiping, D., Kuibiao, L., Yao, H., Zhencui, L., & al, e. (2021, July 23). Viral infection and transmission in a large, well-traced outbreak caused by the SARS-CoV-2 Delta variant. Retrieved from MEDRXIV:  
<https://www.medrxiv.org/content/10.1101/2021.07.07.21260122v2>
- The estimated  $R^0$  (average number of persons each new case will infect) for the delta variant of COVID-19 is between 4.8 and 6, meaning that each individual infected with COVID-19 Delta will transmit the disease to 4-6 others. Sewer shed data show that 100% of collection sites in Missouri now show Delta variant, with 95% showing Delta variant exclusively.
  - $R^0$  data source: <https://www.fil.ion.ucl.ac.uk/spm/covid-19/forecasting/>
  - Sewershed data source:  
<https://storymaps.arcgis.com/stories/f7f5492486114da6b5d6fdc07f81aacf> accurate through July 12
- In HHS Region 7, which includes Missouri, Iowa, Nebraska, and Kansas, the CDC estimates that the Delta variants comprises 65.1% of all cases. Based on data from the state of Missouri, the Delta variant can comprise a higher percentage of community cases in select regions.
  - <https://covid.cdc.gov/covid-data-tracker/#variant-proportions>

#### *Vaccination Rates for Missouri*

- Vaccination rates vary wildly across the state of Missouri. The percentage of Missouri residents statewide who are considered fully vaccinated is 41.5%. Areas in Missouri that are popular summer destinations have lower vaccination rates like Branson, Missouri (Taney County – 27.7% completed), the Harry S. Truman Reservoir (Benton County – 34.3% completed), and the Lake of the Ozarks, (Camden and Miller Counties – 34.3% and 22.6% completed, respectively).
  - County Vaccination Data Source:  
<https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus/data/public-health/county.php> accurate through August 3, 2021

#### **Current Conditions in the Kansas City Metro & Eastern Jackson County**

##### *COVID-19 Status for Kansas City Region & Eastern Jackson County*

*Note: City of Independence data is not reflected in Kansas City Region estimates.*

- As of August 5, 2021, the Kansas City Region reported 179,575 total cases and 2,457 deaths from COVID-19.
- In the Kansas City Region, average weekly cases increased from 61 new cases per week in early June, 2021 to 447 cases per week in mid-July, 2021.
  - KC Region data source: MARC KC Region COVID-19 Data Hub  
<https://marc2.org/covidhub/>
  - NOTE: Kansas City Regional data does not include the City of Independence in key figures.
- As of August 5, 2021, Eastern Jackson County reported 31,892 total cases and 388 deaths from COVID-19.
- In Eastern Jackson County, daily case counts have increased from 29 per day on June 1, 2021 to 168 per day on August 5, 2021 – a 480% increase. The 14-day rate of new cases per 100,000

people increased from 90.23 per 100,000 on June 1, 2021 to 654.84 per 100,000 on August 5, 2021.

- JACOHD Data source: MODHSS (EpiTrax) internal report of confirmed and probable cases, data accurate through August 5, 2021
- Eastern Jackson County currently meets the definition of the Centers for Disease Control and Prevention's (CDC) High Transmission designation. High Transmission – the highest category is defined as having a “Total New Cases per 100,000 Population in the Last 7 Days” over 100 and a “Percentage of NAATs that are Positive in the Last 7 Days” over 10.0%. For the week of July 25, 2021, the percent positive in Eastern Jackson County was 16.3% and the 7-day case rate was 303 per 100,000 people.
  - JACOHD Data source: MODHSS (EpiTrax) internal report of confirmed and probable cases, data accurate through August 5, 2021

#### *Vaccination Rates in Eastern Jackson County*

- Of the total population in Eastern Jackson County, 40.5% of residents have completed their series. At this time, emergency use authorization only allows vaccines for those 12 and older.
  - JACOHD Data source: KDHSS WebIZ and MODHSS ShowMeVax internal report of vaccination data, data accurate through August 5, 2021

#### *Stress to the Health Care System*

- The Daily Average of New Hospitalizations for the Mid-America Regional Council region increased from 44 on June 2, 2021 to 141 on August 4, 2021 – a 220% increase.
  - <https://marc2.org/covidhub/>
- “Data on usage of clinical care resources to manage patients with COVID-19 reflect underlying community disease incidence and can signal when urgent implementation of layered prevention strategies might be necessary to prevent overloading the health care system.”
  - <https://www.cdc.gov/mmwr/volumes/70/wr/mm7030e2.htm>
- During a joint call on July 14, 2021, between local public health directors and the regional chief medical officers (CMOs), the CMOs shared that more hospitals were being designated as “high volume” that at any other time during the pandemic. High volume indicates that a hospital doesn't have enough staffed beds to admit patients from the Emergency Room (ER), so the ER must keep those patients until a bed opens up. This in turn impacts the ER's ability to provide beds for new patients.
  - Hospitalizations are 8 times higher than the first week in June, 2021. Over 10% of all hospital beds are currently taken by COVID patients and only 23% of hospital beds are available, lower than the peak of hospitalization last year.
  - Hospital CMOs indicated a challenge with staffing, which is contributing to the inability of health care facilities to operationalize all available beds.
- During a joint call on August 6, 2021, chief medical officers (CMOs) from the regional hospitals strongly advocated for the use of universal masking to bend the curve of surging COVID-19 cases and hospitalizations. Hospital CMOs indicated that hospitals were experiencing dangerously high capacity limitations.

- “Vaccination is the long-term answer to getting out of this pandemic. Masking is the short term answer to keeping us all safe.” – Dr. Steven Stites – CMO, University of Kansas Medical Center
- “If we can’t get time critical diagnoses in because we are full of COVID patients, all of us lose from that. It’s not a question of vaccinated or unvaccinated, all of us are at risk.” - Dr. Steven Stites – CMO, University of Kansas Medical Center.
- “We want to be here for you, we want to be here for your children, the adults, for our parents, for our grandparents. But if we can’t take care of the patients because we have too many sick folks, then we aren’t going to be able to be here, and that’s a scary thought that none of us want to see.” – Dr. Steven Stites – CMO, University of Kansas Medical Center.

### **Masking to Decrease Spread**

#### *How COVID Spreads and Why Masking Helps Decrease Spread*

- CDC Statement on Mask Wearing based on Available Research
  - “SARS-CoV-2 infection is transmitted predominately by inhalation of respiratory droplets generated when people cough, sneeze, sing, talk, or breathe. CDC recommends community use of [masks](#), specifically non-valved multi-layer cloth masks, to prevent transmission of SARS-CoV-2. Masks are primarily intended to reduce the emission of virus-laden droplets (“source control”), which is especially relevant for asymptomatic or presymptomatic infected wearers who feel well and may be unaware of their infectiousness to others, and who are estimated to account for more than 50% of transmissions. Masks also help reduce inhalation of these droplets by the wearer (“filtration for wearer protection”). The community benefit of masking for SARS-CoV-2 control is due to the combination of these effects; individual prevention benefit increases with increasing numbers of people using **proper** masks **consistently and correctly**. Adopting universal masking policies can help avert future lockdowns, especially if combined with other non-pharmaceutical interventions such as *social distancing, hand hygiene, and adequate ventilation*.”
    - “...wearing a face covering decreased the number of projected droplets by >1000-fold. We estimated that a person standing 2m from someone coughing without a mask is exposed to over 1000 times more respiratory droplets than from someone standing 5 cm away wearing a basic single layer mask. Our results indicate that face coverings show consistent efficacy at blocking respiratory droplets.”
    - Bandiera L., Pavar G., Pisetta G., et al. Face coverings and respiratory tract droplet dispersion. medRxiv. 2020;doi:10.1101/2020.08.11.20145086
    - <https://www.medrxiv.org/content/10.1101/2020.08.11.20145086v1.full.pdf>
    - “Compelling data now demonstrate that community mask wearing is an effective nonpharmacologic intervention to reduce the spread of this infection, especially as source control to prevent spread from infected persons, but also as protection to reduce wearers’ exposure to infection.”

- Brooks, J. T., & Butler, J. C. (2021). Effectiveness of Mask Wearing to Control Community Spread of SARS-CoV-2. *JAMA*, 325(10): 998-999.
- Transmission by Persons Who Don't Know That They Are Infected is a Factor In Increased Cases
  - The issue of asymptomatic spreaders has been a concern for most of the pandemic:
    - “We found that the majority of incidences may be attributable to silent transmission from a combination of the presymptomatic stage and asymptomatic infections.”
      - As COVID-19 may be transmitted up to 2 days before symptom onset, implementation of masking policies based on symptoms alone would miss not only asymptomatic but also presymptomatic individuals.
      - Moghadas SM, Fitzpatrick MC, Sah P, et al. The implications of silent transmission for the control of COVID-19 outbreaks. *Proc Natl Acad Sci U S A*. Jul 28 2020;117(30):17513-17515. doi:10.1073/pnas.2008373117
      - <https://www.pnas.org/content/pnas/117/30/17513.full.pdf>
    - “...the identification and isolation of persons with symptomatic COVID-19 alone will not control the ongoing spread of SARS-CoV-2.”
      - Johansson MA, Quandelacy TM, Kada S, et al. SARS-CoV-2 Transmission From People Without COVID-19 Symptoms. *JAMA Netw Open*. Jan 4 2021;4(1):e2035057. doi:10.1001/jamanetworkopen.2020.35057
  - The Delta variant provides opportunities for larger numbers of asymptomatic spread due to unique symptoms and breakthrough infections. For this reason, it is extremely important that source control prevention is taken through effective universal mask wearing.

*CDC Recommendations on Masking for Vaccinated and Unvaccinated Individuals*

- On July 27, 2021, the CDC issued new guidance, recommending all vaccinated individuals (in addition to their previous recommendation for only unvaccinated individuals) in “substantial” or “high” transmission areas, with either more than 50 cases per 100,000 in the area over a seven-day period, or with a percent positivity higher than 5%, wear masks indoors.
- As of August 5, 2021, Jackson County, as well as every county adjacent to Jackson County in Missouri and Kansas, are classified as high transmission areas according to the CDC.

*Additional Studies on Effectiveness and Proper Wearing of Masks*

- Moghadas SM, Fitzpatrick MC, Sah P, et al. The implications of silent transmission for the control of COVID-19 outbreaks. *Proc Natl Acad Sci U S A*. Jul 28 2020;117(30):17513-17515. doi:10.1073/pnas.2008373117
- Lindsley WG, Blachere FM, Law BF, Beezhold DH, Noti JD. Efficacy of face masks, neck gaiters and face shields for reducing the expulsion of simulated cough-generated aerosols. *Aerosol Sci Technol*. 2020; in press
- Leung NHL, Chu DKW, Shiu EYC, et al. Respiratory virus shedding in exhaled breath and efficacy of face masks. *Nature medicine*. Apr 03 2020;26(5):676-680. doi:<https://dx.doi.org/10.1038/s41591-020-0843-2>

- Ueki H, Furusawa Y, Iwatsuki-Horimoto K, et al. Effectiveness of Face Masks in Preventing Airborne Transmission of SARS-CoV-2. *mSphere*. Oct 21 2020;5(5)doi:10.1128/mSphere.00637-20
- Brooks JT, Beezhold DH, Noti JD, et al. Maximizing Fit for Cloth and Medical Procedure Masks to Improve Performance and Reduce SARS-CoV-2 Transmission and Exposure. *MMWR Morb Mortal Wkly Rep*. 2021
- Hendrix MJ, Walde C, Findley K, Trotman R. Absence of Apparent Transmission of SARS-CoV-2 from Two Stylists After Exposure at a Hair Salon with a Universal Face Covering Policy – Springfield, Missouri, May 2020. *MMWR Morb Mortal Wkly Rep*. Jul 17 2020;69(28):930-932. doi:10.15585/mmwr.mm6928e2
- Van Dyke ME, Rogers TM, Pevzner E, et al. Trends in County-Level COVID-19 Incidence in Counties With and Without a Mask Mandate – Kansas, June 1-August 23, 2020. *MMWR Morb Mortal Wkly Rep*. Nov 27 2020;69(47):1777-1781. doi:10.15585/mmwr.mm6947e2

### **Regional Mitigation Communication**

#### *Regional News Release for Public Health Advisory*

- Ten Kansas City area health departments (including Cass, Clay, Jackson and Platte Counties as well as Kansas City Health Department in Missouri) issued a Public Health Advisory through a Regional News Release on July 16, 2021. This recommended mask-wearing while indoors for all unvaccinated persons and vaccinated individuals with underlying health conditions, in line with the CDC guidance. This advisory was a result of discussions during a joint meeting with the Chief Medical Officers from several metropolitan area hospitals. The Chief Medical Officers found that due to the rapidly increasing COVID-19 cases and hospitalizations in the Kansas City Area due to emergence of the delta variant, unvaccinated residents of all ages who have resumed normal activities without adequate protection (masking and vaccinations) are most at risk, particularly immune-compromised individuals.
- This Advisory was prior to the CDC’s Morbidity and Mortality Weekly Report from July 27, 2021 that stated: “Based on emerging evidence on the Delta variant (2), CDC also recommends that fully vaccinated persons wear masks in public indoor settings in areas of substantial or high transmission.”

### **Updated CDC Guidance**

#### *Summary of Latest CDC Guidance*

- Updated information for fully vaccinated people given new evidence on the B.1.617.2 (Delta) variant currently circulating in the United States.
- Added a recommendation for fully vaccinated people to wear a mask in public indoor settings in areas of [substantial or high transmission](#).
- Added information that fully vaccinated people might choose to wear a mask regardless of the level of transmission, particularly if they are immunocompromised or at [increased risk for severe disease](#) from COVID-19, or if they have someone in their household who is immunocompromised, at increased risk of severe disease or not fully vaccinated.

- Added a recommendation for fully vaccinated people who have a known exposure to someone with suspected or confirmed COVID-19 to be tested 3-5 days after exposure, and to wear a mask in public indoor settings for 14 days or until they receive a negative test result.
- CDC recommends universal indoor masking for all teachers, staff, students, and visitors to schools, regardless of vaccination status.
- Infections happen in only a small proportion of fully vaccinated people, even with the Delta variant. However, preliminary evidence suggests that fully vaccinated people who do become infected with the Delta variant can spread the virus to others. To reduce their risk of becoming infected with the Delta variant and potentially spreading it to others, CDC recommends that fully vaccinated people:
- Fully vaccinated people might choose to mask regardless of the level of transmission, particularly if they or someone in their household is immunocompromised or at [increased risk for severe disease](#), or if someone in their household is unvaccinated. People who are at increased risk for severe disease include older adults and those who have certain medical conditions, such as diabetes, overweight or obesity, and heart conditions.
- Get tested if experiencing COVID-19 symptoms.
- Get tested 3-5 days following a known exposure to someone with suspected or confirmed COVID-19 and wear a mask in public indoor settings for 14 days after exposure or until a negative test result.
- Isolate if they have tested positive for COVID-19 in the prior 10 days or are experiencing COVID-19 symptoms.
- General prevention of COVID-19: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html> (for anyone)
  - Wear a mask
  - Stay 6 feet away from others
  - Get vaccinated
  - Avoid crowds and poorly ventilated spaces
  - Wash your hands often
  - Cover coughs and sneezes
  - Clean and disinfect
  - Monitor your health daily

## **Children and Masking**

### *Infection in Children*

- The case rate in those under 12 has increased by 300% between June and July, 2021, to 539 cases per 100,000 population. This is the highest COVID-19 case rate for this age group since

January, 2021 (583 per 100,000 population). From July 1, 2021 – August 3, 2021, 272 cases have been reported in those under 12.

- JACOHD Data source: MODHSS (EpiTrax) internal report of confirmed and probable cases, data accurate through August 3, 2021
- In July, 2021, 12% (362) of all hospitalizations were in those younger than 18 years of age.
  - <https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus/data/public-health/statewide.php>

#### *Transmission in Children*

- Studies that have systematically tested children and adolescents, irrespective of symptoms, for acute SARS-CoV-2 infection (using antigen or RT-PCR assays) or prior infection (through antibody testing) have found their rates of infection can be comparable, and in some settings higher, than in adults. Outbreaks among children attending camps and sports events have demonstrated that children can transmit SARS-CoV-2 to others. This includes previous and current outbreaks in youth camps and sporting events in the Kansas City region.
  - Szablewski CM, Chang KT, Brown MM, et al. SARS-CoV-2 Transmission and Infection Among Attendees of an Overnight Camp – Georgia, June 2020. *MMWR Morb Mortal Wkly Rep* 2020;69(31):1023-1025. doi:10.15585/mmwr.mm6931e1
  - Atherstone C, Siegel M, Schmitt-Matzen E, et al. SARS-CoV-2 Transmission Associated with High School Wrestling Tournaments – Florida, December 2020-January 2021. *MMWR Morb Mortal Wkly Rep* 2021;70(4):141-143. doi:10.15585/mmwr.mm7004e4

#### *Lack of Vaccine Eligibility in Children Under 12*

- Children under 12 currently lack the ability to access a vaccine. Although Emergency Use Authorization for children 5-12 is expected within the coming months, the clinical trials for the Pfizer and Moderna vaccine may begin expanding the number of children in this age range who can participate.

#### *Need for Mitigation Strategies in Schools*

- The goal of the Jackson County Health Department, American Academy of Pediatrics, Centers for Disease Control and Prevention, and Children’s Mercy is for students to be in person for school during the 2021/2022 school year. In order to do so safely and to avoid disruptions to the learning environment, schools must employ a multi-layered approach of mitigation strategies including universal mask wearing for all teachers, staff, students, and visitors to K-12 schools, regardless of vaccination status. This is consistent with similar guidance offered by the American Academy of Pediatrics, Centers for Disease Control and Prevention, Children’s Mercy, and the Jackson County Health Department.
  - Centers for Disease Control and Prevention . (Accessed August 5). *Schools and Child Care Programs*. Retrieved from Centers for Disease Control and Prevention: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/index.html>
  - Children's Mercy. (Accessed August 5). *Guidance for Keeping Schools Safe for Students and Staff*. Retrieved from Returning to School and the Community Safely:

<https://www.childrensmercy.org/siteassets/media/covid-19/guidance-for-school-re-opening-during-the-covid-19-pandemic.pdf>

- American Academy of Pediatrics. (Accessed August 5). *COVID-19 Guidance for Safe Schools*. Retrieved from American Academy of Pediatrics:  
<https://services.aap.org/en/pages/2019-novel-coronavirus-covid-19-infections/clinical-guidance/covid-19-planning-considerations-return-to-in-person-education-in-schools/>

### **Exclusions to the Order**

#### *Minors Below the Age of 5*

- Current CDC recommendations state that face masks can be safely worn by all children 2 years of age and older, including most children with special health conditions, with rare exception. Children should not wear a mask if they are under 2 years old, however, because of suffocation risk. In addition, for children under age five in community settings the World Health Organization recommends against facemasks.
  - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html#stay6ft>
  - <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html>
  - <https://www.jwatch.org/fw116969/2020/08/24/who-recommends-against-face-masks-kids-community-settings>

#### *Persons with Certain Disabilities*

- Persons who have disabilities where face coverings or masks constitute a substantial impairment to their health and well-being based upon medical, behavioral, or legal direction: Employees who can't wear a face mask for medical reasons, should not work in close proximity with other coworkers or the public. For the public who can't wear face masks for medical reasons, they should utilize alternative services such as online shopping, and/or curbside pickup and delivery.

#### *Persons in a Restaurant, Bar, or Similar Establishment*

- While consuming food, exposure can be minimized by seating households and close contact groups together, maintaining proper social distance, and remaining seated while consuming food or drink. The CDC recommends that restaurant and bar settings consider spacing tables at least 6 feet apart to mitigate risk while customers are eating and drinking.
  - <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/business-employers/bars-restaurants.html>
  - Guy GP Jr., Lee FC, Sunshine G, et al. Association of State-Issued Mask Mandates and Allowing On-Premises Restaurant Dining with County-Level COVID-19 Case and Death Growth Rates — United States, March 1–December 31, 2020. *MMWR Morb Mortal Wkly Rep* 2021;70:350–354. DOI: <http://dx.doi.org/10.15585/mmwr.mm7010e3>
- Mask mandates and restricting any on-premises dining at restaurants can help limit community transmission of COVID-19 and reduce case and death growth rates. These findings can inform public policies to reduce community spread of COVID-19.
  - <https://www.cdc.gov/mmwr/volumes/70/wr/mm7010e3.htm>



*Persons Obtaining a Service Involving the Nose or Face*

- This exclusion is only for those who are receiving the service. Person's rendering the services must still wear a facemask at all times.

*Persons Alone in a Separate Room or Office*

- In a completely enclosed separate room or office, it is permissible to forgo masking due to minimal risk.

*Face Shields or Goggles as a Substitute for Masks*

- The CDC does not recommend using face shields or goggles as a suitable substitute for masks. Goggles or other eye protection may be used in addition to a mask. Do NOT put a plastic face shield (or mask) on newborns or infants.
- Face shields and goggles are primarily used to protect the eyes of the person wearing it. Goggles do not cover the nose and mouth. Face shields are not as effective at protecting you or the people around you from respiratory droplets. Face shields have large gaps below and alongside the face, where your respiratory droplets may escape and reach others around you and will not protect you from respiratory droplets from others. However, wearing a mask may not be feasible in every situation for some people.
  - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover-guidance.html>

Based on the information included in this report, the Jackson County Health Department strongly support the issuance of an Order requiring masks in all indoor places within Eastern Jackson County until the County is no longer designated as a "High" or "Substantial" rate of community transmission. Such an order is necessary to provide relief to local hospitals and to alter the curve of the Kansas City Metropolitan's latest COVID-19 surge.