



COVID-19 UPDATE REPORT

Jackson County Health Department — Apr. 14, 2023

Source	New Cases per 100k	COVID-19 Hospital Admissions	Community Level	Context
CDC	↑ 44.38	↓ 6.4 per 100k	Low	Includes all of Jackson County

Find COVID-19 recommendations by CDC Community Level (low, medium, high) [here](#).

COVID-19 Case Rate



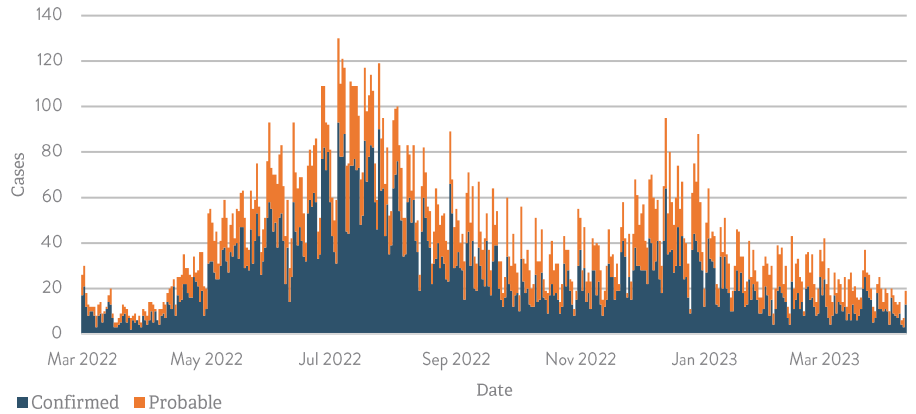
33.5

7-day case rate per 100,000

35.9%

decrease from 4 weeks previous

COVID-19 CASES, EJC, MAR. 2022– APR. 2023



Hospitalizations



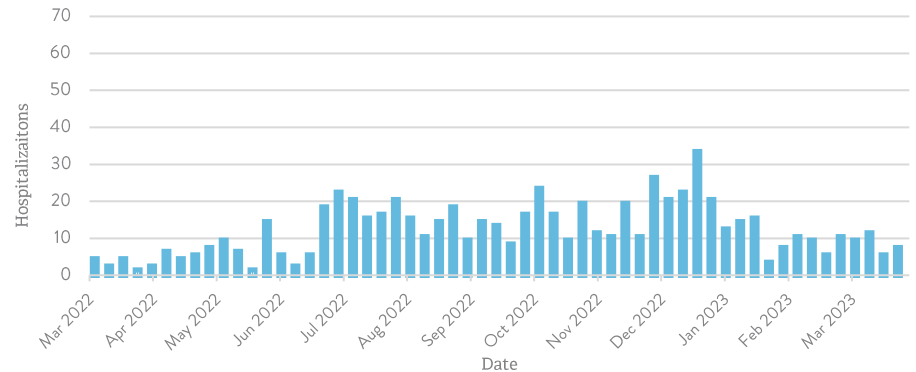
7

hospitalizations in past 7 days

22.2%

decrease from 4 weeks previous

COVID-19 HOSPITALIZATIONS, EJC, MAR. 2022 - APR. 2023



Jackson County Vaccinations (CDC Data)			
% First Dose Only*	% Completed Vaccination*	% Bivalent Booster*	Doses Administered by JACOHD
75.1%	61.1%	15.6%	91,207

COVID-19 Deaths in Eastern Jackson County		
Change in COVID-19 Deaths	% Overall COVID-19 Case Fatality	Total COVID-19 Deaths
+7	1.07%	921

The health department continues to offer weekly COVID-19 testing and vaccination — jacohd.org/events. Metro vaccine sites are available at vaccinatekc.org. [Click here](#) to view the KCMO COVID-19 Dashboard for more vaccination and case rate information.

Response Notes

Total Cases in April: **153**. 7-day case rate per 100k **decreased from 47.5 (week: 3/26) to 34.6 (week: 4/2)**.

The health department is offering the **bivalent (updated) COVID-19 boosters** to those aged **6+ months** at our clinic. These updated vaccines are tailored to fight the BA.4 and BA.5 omicron variants, which make up almost all new cases in the US. [Click here](#) to learn more!

The Health Department is actively distributing free rapid tests and masks to community members and partners. Residents can visit <https://jacohd.org/masks/#section1> or call (816) 404-6416 to find the nearest location where these resources are available.

*CDC vaccination data is percent of total population in Jackson County (includes KCMO and Independence).
10/31/22 vaccination data for EJC only: 63.71% First Dose Only, 59.48% Completed, 7.97% Received Bivalent Booster.



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

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

201 West Lexington, 2nd Floor
Independence, MO 64050

April 21, 2023 – April 27, 2023

- | | | |
|------------------|------------|--|
| 4-21-2023 Friday | 12:30 P.M. | Merit System Commission Hearing –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| 4-24-2023 Monday | | NO INTER-GOVERNMENTAL AFFAIRS, RULES, OR
VETERANS COMMITTEE MEETINGS – |
| | 1:20 P.M. | Justice & Law Enforcement Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| | 1:25 P.M. | Finance & Audit Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| | 1:35 P.M. | 911 Oversight Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| | 1:45 P.M. | Anti-Crime Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| | 1:50 P.M. | Budget Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| | 2:05 P.M. | Public Works Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| | 2:25 P.M. | Diversity, Equity, & Inclusion Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |

2:35 P.M Health & Environment Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

2:50 P.M. Land Use Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

The Land Use Committee will have a public hearing on
Ordinances #5733 and #5734.

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

**Public Hearing on proposed Ordinance #5738, appropriating
\$200,000.00 from the undesignated fund balance of the 2023
General Fund to cover the cost of a Jackson County
sponsorship for the 2023 NFL Draft event.**

4-25-2023 Tuesday NO MEETINGS –

4-26-2023 Wednesday NO MEETINGS –

4-27-2023 Thursday 11:00 A.M. Land Trust of Jackson County –
Historic Truman Courthouse, 112 W. Lexington Ave,
2nd Floor, Independence, MO. Large Meeting Room

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$82,500.00 from the undesignated fund balance of the 2023 Grant Fund, in acceptance of a grant received from the United States Office of National Drug Control Policy, High Intensity Drug Trafficking Area program, for use by the Jackson County Drug Task Force.

ORDINANCE NO. 5735, April 24, 2023

INTRODUCED BY Manuel Abarca IV, County Legislator

WHEREAS, the Jackson County Drug Task Force (JCDF) has been awarded a grant from the United States Office of National Drug Control Policy, High Intensity Drug Trafficking Area (HIDTA) program in the amount of \$82,500.00, to provide funding for undercover operations by detectives working with the JCDF; and,

WHEREAS, the grant is awarded for the period of January 1, 2023, through December 31, 2024, and is not subject to a requirement for local matching funds; and,

WHEREAS, the Missouri State Highway Patrol will serve as the fiscal agent for this grant; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2023 Grant Fund be and hereby is made:

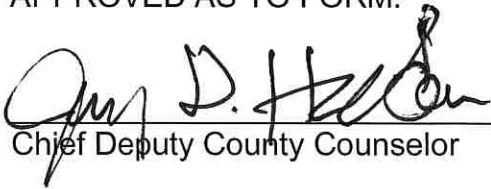
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
HIDTA			
010-4198	45976 - Increase Revenues	\$82,500	
010-9999	32810 - Undesignated Fund Balance		\$82,500
010-9999	32810 - Undesignated Fund Balance	\$82,500	
HIDTA			
010-4198	56630 – Rent - Auto		\$38,400
010-4198	56844 – Narcotics Purchases		\$44,100

and,

BE IT FURTHER ORDAINED that all County officials be and hereby are authorized to execute all documents necessary to give effect to this 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. 5735 introduced on April 24, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5735.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 9999 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$82,500.00



Date



Chief Administrative Officer

Request for Legislative Action

Ord. #5735
Sponsor: Manuel Abarca IV
Date: April 24, 2023

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5735
Sponsor(s):	Manuel Abarca IV	Legislature Meeting Date:	4/24/2023

Introduction
Action Items: ['Appropriate']
Project/Title:
Requesting an appropriation for the Multi-Jurisdictional Drug Task Force HIDTA Grant 23-24

Request Summary
The Jackson County Drug Task Force requested and received from the US Office of National Drug Control Policy, High Intensity Drug Trafficking Area (HIDTA) program \$82,500 for the period of January 1, 2023 through December 31, 2024.
Please appropriate \$82,500 from 010-45966 (Grant Fund - HIDTA) to the following accounts: 010-4198-56630 Grant Fund- HIDTA - Rent Auto \$38,400 010-4198-56844 Grant Fund-HIDTA- Narcotics Purchases \$44,100
This grant will provide funding for the partial lease of vehicles for detectives use in their undercover duties and partial funding for the undercover purchase of illegal drugs.

Contact Information			
Department:	Jackson County Drug Task Force	Submitted Date:	4/10/2023
Name:	Cari Beeman	Email:	cbeeman@jacksongov.org
Title:	Operations Administrator	Phone:	816-503-4713

Budget Information			
Amount authorized by this legislation this fiscal year:		\$82,500	
Amount previously authorized this fiscal year:		\$ 0	
Total amount authorized after this legislative action:		\$82,500	
Is it transferring fund?		Yes	
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	4198 (HIDTA 23-24)	32810 (Undesignated Fund Balance)	\$82,500

Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	4198 (HIDTA 23-24)	56630 (Rent - Auto)	\$38,400
010 (Grant Fund)	4198 (HIDTA 23-24)	56844 (Narcotic Purchases)	\$44,100

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5633	June 13, 2022
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"> Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

Request for Legislative Action

History

Submitted by Jackson County Drug Task Force requestor: Cari Beeman on 4/10/2023. Comments:

Approved by Department Approver Dan Cummings on 4/10/2023 10:44:14 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 4/10/2023 10:57:47 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 4/10/2023 11:06:41 AM. Comments:

Returned for more information by Budget Office Approver Sarah L. Matthes on 4/11/2023 7:50:56 AM. Comments: In the Project Summary box "and" should be changed to "an". On the budget tab, please change 45966 to 32810 (Undesignated Fund Balance).

Submitted by Requestor Cari Beeman on 4/11/2023 9:41:30 AM. Comments: Corrections made to Project Summary and Budget tab.

Approved by Department Approver Dan Cummings on 4/11/2023 11:19:47 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 4/11/2023 11:24:14 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 4/11/2023 11:49:45 AM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 4/12/2023 7:53:36 AM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvia Stevenson on 4/13/2023 9:47:43 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/20/2023 11:01:35 AM. Comments:

Supplemental Appropriation Request Jackson County, Missouri

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

Date: April 12, 2023

ORD # 5735
eRLA # 870

Department / Division	Character/Description	From	To
Grant Fund - 010			
4198 - HIDTA	45976 - Increase Revenue	82,500	
9999 - Non Specific	32810 - Undesignated Fund Balance		82,500
9999 - Non Specific	32810 - Undesignated Fund Balance	82,500	
4198 - HIDTA	56630 - Rent - Auto		38,400
4198 - HIDTA	56844 - Narcotic Purchases		44,100
		<u>\$ 165,000</u>	<u>\$ 165,000</u>

APPROVED
By Sarah Matthes at 7:52 am, Apr 12, 2023

Budgeting



**Midwest High Intensity Drug Trafficking Area
Missouri Accountant**

P.O. Box 568

Jefferson City, Missouri 65102

Phone (573) 526-6122 Fax (573) 526-5577

March 23, 2023

Memorandum

TO: HIDTA Subaward Recipient

FROM: Tessa Shoun
Midwest HIDTA Accountant

SUBJECT: 2023 Subaward Recipient Agreement

Attached you will find the Subaward Recipient Agreement for the 2023 HIDTA Award. Please follow the instructions below and email a completed copy to me.

- Agreement page 2 – sign and date
- Appendix A – complete
- Attachment #2 – complete

Thank you!

Tessa Shoun

SUBAWARD RECIPIENT AGREEMENT WITH
JACKSON COUNTY DRUG TASK FORCE

1. **PURPOSE:** This agreement is entered into by and between the Jackson County Drug Task Force (hereinafter referred to as "Subrecipient") and the Missouri State Highway Patrol (hereinafter referred to as "Fiduciary"). The Subrecipient has been selected by, and agrees to accept funds awarded from the United States Office of National Drug Control Policy (hereinafter referred to as "ONDCP") and Fiduciary pursuant to this sub-award agreement. The funds will be administered by the Fiduciary on behalf of ONDCP. The purpose of this agreement is to clarify the conditions under which the funds are to be accepted and may be used by the Subrecipient and to outline the responsibilities of the participating parties.
2. **AUDIT READINESS AND COMPLIANCE:** The Subrecipient agrees to maintain appropriate and detailed records of its receipt and use of the funds in accordance with the generally accepted accounting principles applying to government agencies. The Subrecipient understands that it may be subject to audit by the Fiduciary, representatives of ONDCP, and/or any other applicable agency and agree to fully cooperate with any or all of those entities in the event of inquiry or audit. The Subrecipient further agrees to maintain an inventory control system to account for all expenditures of these funds.
3. **STANDARDS AND GUIDELINES:** The Subrecipient acknowledges receipt and understanding of the HIDTA Program Policy and Budget Guidance produced by ONDCP as well as other guidelines that have been or will be approved by the Executive Board, and agrees to abide by them. The Subrecipient further agrees to comply with the terms of the Office of Management and Budget's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as well as all relevant state, county and municipal financial and accounting rules, regulations, standards and guidelines(www.whitehouse.gov). Subrecipient further agrees to abide by all regulations and guidelines governing the use of ONDCP funds distributed for the purchase of evidence or information ("PEPI" Funds).
4. **TERMINATION, SUSPENSION OR DELAY:** The Subrecipient agrees that the Missouri State Highway Patrol has the right to terminate, suspend or delay any payment to Subrecipient if the payment request clearly fails to meet budgetary guidelines.
5. **SUPPLEMENTAL AGREEMENTS ATTACHED:** The Subrecipient acknowledges the following documents are attached to this agreement and that the policies set forth therein are acceptable to the Subrecipient and considered an integral portion of the Subaward Agreement.

Documents are as follows:

- Appendix "A" – Agency Information
- Attachment #1 – Special Conditions – HIDTA Subaward Recipient Agreement

- Attachment #2 – Confidential Funds Certification and HIDTA Program Policy and Budget Guidance for Confidential Funds
- Attachment #3 – Subrecipient and Pass-through Entity Information

6. REQUESTS FOR REIMBURSEMENT AND CLOSEOUT OF SUBAWARD: Requests for reimbursement should be submitted for processing on a monthly basis and no more than on a quarterly basis. The requests should be submitted no later than 30 days past the end of the month or quarter. Final reimbursements for each calendar year are due 60 days after the end of the year. The subaward is considered closed after this final payment has been made.

UNDERSTOOD AND AGREED TO:


FOR THE FIDUCIARY AGENCY

FOR THE SUBRECIPIENT

Missouri State Highway Patrol

BY: Eric T. Olson

BY: Dimmings OIC

 Name Eric T. Olson Title Sup.

Name Title

DATE: 3-17-23

DATE: 03/23/2023

APPENDIX

A

AGENCY NAME: Jackson County Drug Task Force

ADDRESS: PO BOX 392

BLUE SPRINGS, MO. 64015

Telephone: 816-503-4725

AGENCY HEAD NAME and TITLE: DAN CUMMINGS O.I.C.

AGENCY CHIEF FINANCIAL OFFICER NAME and TITLE: CARI BEEMAN

OPERATIONS ADMINISTRATOR

SUBAWARD NUMBER: G23MW0001A - MM

CFDA #: 95.001

ATTACHMENT

#1

Page 1 of 2

Office of National Drug Control Policy Attachment to Award G23MW0001A

Special Conditions

Midwest HIDTA Subaward Recipient Agreement

The following special conditions are incorporated into each award document.

1. This grant is awarded for the Jackson County Drug Task Force initiative. Variation from the description of activities approved by ONDCP and/or the budget attached must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance, dated July 5, 2012.
2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be designated for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA program funds for confidential expenditures (the purchase of information, evidence, and services for undercover operations). Those procedures are described in Section 6-12 of the HIDTA Program Policy and Budget Guidance.
6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.
7. Property acquired with these HIDTA grant funds is to be used for activities of the Midwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, you should make this equipment available to the Midwest HIDTA Executive Board for use by other HIDTA participants.
8. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

ATTACHMENT

#1

Page 2 of 2

Office of National Drug Control Policy Attachment to Award G23MW0001A

9. The recipient agrees to comply with the organizational audit requirements of OMS Circular A-133, "Audits of State and Local Governments". The management letter must be submitted with the audit report. Audits must be submitted no later than nine (9) months after the close of the recipient organization's audited fiscal year. The audit report shall be submitted to:

**Missouri State Highway Patrol
Budget & Procurement Division
P.O. Box 568
Jefferson City, MO 65102-0568**
10. The recipient agrees to complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Forms (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

ATTACHMENT

#2

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of HIDTA Program Policy and Budget Guidance.

DATE: 03/23/2023

PROJECT DIRECTOR SIGNATURE:



AWARD: G23MW0001A

SUBAWARD ATTACHMENT

#3

SUBRECIPIENT AND PASS-THROUGH ENTITY INFORMATION

Federal Award Identification: High Intensity Drug Trafficking Areas (HIDTA) Program

Federal Awarding Agency: Office of National Drug Control Policy

CFDA Number: 95.001

CFDA Name: High Intensity Drug Trafficking Areas Program

Award Type: B-Projects

Subrecipient Name: Jackson County Drug Task Force

Subrecipient UEI number: KRMAMD8KLL57

Federal Award Identification Number: G23MW0001A

Subaward Identification Number: G23MW0001A – MM

Federal Award Date: March 6, 2023

Subaward Period of Performance:

Start Date January 1, 2023

End Date December 31, 2024

Total amount of Federal Funds obligated/committed to subrecipient by this award:

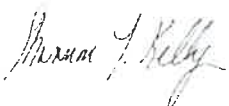
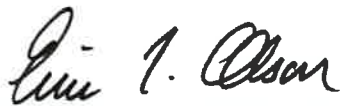
\$82,500

Federal Award Project Description: This grant will support initiatives designed to implement the Strategy proposed by the Midwest HIDTA Executive Board and approved by the Office of National Drug Control Policy.

Pass-through entity name: Missouri State Highway Patrol

Pass-through entity contact name: Colonel Eric T. Olson

R&D Award: No

Executive Office of the President Office of National Drug Control Policy	Grant Agreement	
1. Recipient Name and Address Eric T. Olson Colonel Missouri State Highway Patrol 1510 E Elm Jefferson City, MO 65102-0568	4. Award Number (FAIN): G23MW0001A	
	5. Period of Performance: From 01/01/2023 to 12/31/2024	
2. Total Amount of the Federal Funds Obligated: \$3,444,858.00	6. Federal Award Date: March 6, 2023	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency \$3,444,858.00	8. Supplement Number	
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount:	
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$3,444,858.00	
	11. Total Amount of Federal Award: \$3,444,858.00	
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.		
13. Statutory Authority for Grant: <i>Public Law 117-328</i>		
AGENCY APPROVAL	RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Official Eric T. Olson Colonel Missouri State Highway Patrol	
16. Signature of Approving ONDCP Official 	17. Signature of Authorized Recipient/Date  03/17/23	
AGENCY USE ONLY		
18. Accounting Classification Code UEI: EFSSZNGCUF26 DUNS: 098638075 EIN: 1431736878A1	19. HIDTA AWARD <i>OND1070DB2324XX OND6113</i> <i>OND2000000000 OC 410001</i>	

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the “§ 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.
2. This award is subject to the following additional regulations and requirements:
 - 28 C.F.R. § 69 – “New Restrictions on Lobbying”
 - 2 C.F.R. § 25 – “Universal Identifier and System of Award Management”
 - Conflict of Interest and Mandatory Disclosure Requirements
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the grantee’s audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb>
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
7. These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at <https://www.whitehouse.gov/ondcp/grant-programs/>.

8. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 CFR 200.340.
9. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-federal entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Non-federal entities that have received a federal award including the terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. §180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

10. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
11. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.
12. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all sub-awards and contracts issued under the grant.
13. As specified in 2 CFR 200.303 Internal Controls, recipient must:

- a) Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b) Comply with federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c) Evaluate and monitor the non-federal entity’s compliance with statute, regulations, and the terms and conditions of the federal award.
 - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
14. Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.
15. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
16. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state—
- a) the percentage of the total costs of the program or project which will be financed with federal money;
 - b) the dollar amount of Federal funds for the project or program; and
 - c) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. *See* 41 U.S.C. § 417b(e)(1).

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The grant condition is as follows:

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 *et seq.* and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website:
https://www.nhac.org/hidta_guidance/Program_Policy_and_Budget_Guidance2021.pdf
In addition, as a condition for receiving this award, recipients must complete safe and healthy workplace trainings as outlined in the PPBG.

D. Federal Award Performance Goals

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

E. Payment Basis

1. A request for advance or reimbursement shall be made using the HHS/DPM system (<https://pms.psc.gov/>).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.
3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 *et seq.*) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

Remittance Instructions – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer
Division New York, NY

(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

Mail Check to Treasury approved lockbox:

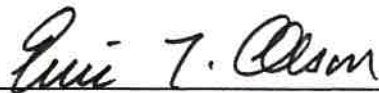
HHS Program Support Center, P.O. Box 979132, St. Louis, MO 63197

(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

Any additional information/instructions may be found on the PMS Web site at <https://pms.psc.gov/grant-recipients/returning-funds-interest.html>.

4. The grantee or subgrantee may keep interest amounts up to \$500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS



Date: 3-17-23

Eric T. Olson

Missouri State Highway Patrol

Budget Detail

2023 - Midwest

Initiative - Jackson County Drug Task Force

Investigation

Award Recipient - Missouri State Highway Patrol (G23MW0001A)

Resource Recipient - Jackson County Drug Task Force

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		\$3,444,858.00
Services	Quantity	Amount
Vehicle lease - passenger	4	\$38,400.00
Total Services		\$38,400.00
Other	Quantity	Amount
PE/PI/PS		\$44,100.00
Total Other		\$44,100.00
Total Budget		\$82,500.00

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$956.00 from the undesignated fund balance of the 2023 Grant Fund to reimburse the Sheriff's Office for costs incurred to purchase preliminary breath test supplies for use by the Sheriff's Office pursuant to a Missouri Department of Transportation Highway Safety and Traffic Division Statewide Impaired Driving grant.

ORDINANCE NO. 5736, April 24, 2023

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, the Sheriff's Office has been awarded a grant by the Missouri Department of Transportation, Highway Safety and Traffic Division to provide a reimbursement for the purchase of preliminary breath test supplies, Project #23-154-AL-009 Statewide Impaired Driving; and,

WHEREAS, the purchased supplies were used to investigate possible impaired drivers; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2023 Grant Fund be and hereby is made:

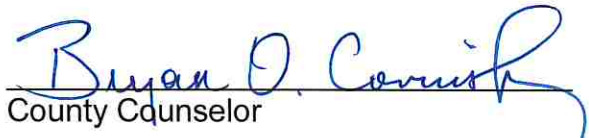
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Statewide 154 Impaired			
Driving			
010-4233	45977 – Increase Revenue	\$956	
010-9999	32810-		
	Undesignated Fund Balance		\$956
010-9999	32810-		
	Undesignated Fund Balance	\$956	
Statewide 154 Impaired			
Driving			
010-4233	57521-		
	Operating Equipment-Law		
	Enforcement		\$859
010-4233	56130- Freight & Drayage		\$97

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. 5736 introduced on April 24, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5736.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 9999 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$956.00

4/20/2023
Date

[Signature]
Chief Administrative Officer

Request for Legislative Action

Ordinance No.: 5736
Sponsor: Megan L. Marshall
Date: April 24, 2023

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5736
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	4/24/2023

Introduction
Action Items: ['Appropriate']
Project/Title:
Appropriating \$956 from the undesignated fund balance of the 2023 Grant Fund representing a reimbursement of funds used to purchase preliminary breath test supplies for use by the Sheriff's Office, received pursuant to a Missouri Department of Transportation (MoDOT) Highway Safety and Traffic Division Statewide Impaired Driving grant.

Request Summary
The Sheriff's Office was awarded a reimbursement from the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic Division for the purchase of preliminary breath test ("PBT") supplies; Project #23-154-AL-009 Statewide Impaired Driving. The supplies are used by our Traffic Safety Unit to investigate possible impaired drivers.
The Sheriff's Office requests the appropriation of \$956 received from MoDOT for the reimbursement of the purchase. The supplies were purchased from Intoximeters, Inc., via purchase order PO-4201-50959 issued 11/16/2022 pursuant to Section 1030.5, Purchases of \$5,000 or less, of Chapter 10 of the Jackson County Code. Once the supplies were received, County check number 1006260 was issued on 2/23/2023 to pay Intoximeters invoice 726287.

Contact Information			
Department:	Sheriff	Submitted Date:	4/11/2023
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Budget Information			
Amount authorized by this legislation this fiscal year:			\$ 956
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$ 956
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	4233 (Statewide 154 Impaired Driving)	32810 (Undesignated Fund Balance)	\$ 956

Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	4233 (Statewide 154 Impaired Driving)	57521 (Operating Equipment - Law Enforcement)	\$ 859
010 (Grant Fund)	4233 (Statewide 154 Impaired Driving)	56130 (Freight & Drayage)	\$ 97

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5685	October 24, 2022
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"> Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

Request for Legislative Action

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History

Submitted by Sheriff requestor: Elizabeth A. Money on 4/11/2023. Comments:

Approved by Department Approver Ronald A. Fletcher on 4/11/2023 1:31:45 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 4/11/2023 4:33:28 PM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 4/12/2023 8:58:07 AM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 4/12/2023 12:26:45 PM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvia Stevenson on 4/13/2023 10:14:25 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/20/2023 11:02:52 AM. Comments:

**MoDOT HIGHWAY SAFETY AND TRAFFIC DIVISION
MONTHLY CONTRACT REIMBURSEMENT VOUCHER**

AGENCY: Highway Safety and Traffic Division
MAKE CHECK PAYABLE TO: Jackson County Sheriff's Office
STATE VENDOR NUMBER: 44600052404
PERIOD OF CLAIM: FROM: 11/16/2022 **TO:** 11/16/2022
PROJECT #: 23-154-AL-009 **TITLE:** Statewide 154 Impaired Driving
PROGRAM CATEGORY: Transfer
PROGRAM MANAGER: Wilson, Scott

PROJECT FINANCIAL SUMMARY

CONTRACT TOTAL \$166,750.00
FEDERAL FUNDS AWARDED \$166,750.00
TOTAL APPROVED PREVIOUSLY VOUCHERED \$72,747.50
NET CLAIM THIS PERIOD \$955.35
REMAINING BALANCE \$93,047.15

NET CLAIM THIS PERIOD: \$955.35

I certify that, in accordance with the laws of the State of Missouri and under terms of the approved project, actual costs claimed have been incurred for the purposes as defined in the project. I understand that the falsification of any of the above statements may subject me to criminal prosecution under Sections 570.090, 575.050, 575.060, RSMo.

Please **SIGN** below (two different written signatures required)

<u><i>P. Du #2910364</i></u>	<u><i>Traffic Safety Unit Supervisor</i></u>	<u><i>03-20-23</i></u>
Prepared By	Title	Date
<u><i>[Signature]</i></u>	<u><i>Captain</i></u>	<u><i>03-24-23</i></u>
Project Director or Authorizing Official	Title	Date

Email Program Manager, fax to (573) 634-5977, or mail one copy to:
 Missouri Department of Transportation, Highway Safety and Traffic Division, P.O. Box 270, Jefferson City, MO 65102

HIGHWAY SAFETY USE ONLY:			
PROJECT DIRECTOR APPROVAL			
NAME:		Invoice # H23FA09Z ___	
DATE:		Fund	Amount
AUDIT APPROVAL		0149	6314
NAME:		Agency	Org
DATE:		R217	605
		Sub-Obj	Project/Job No/Reporting Category
			H23FA09Z

**MoDOT HIGHWAY SAFETY AND TRAFFIC DIVISION
MONTHLY CONTRACT REIMBURSEMENT VOUCHER**

AGENCY: Highway Safety and Traffic Division

PERIOD OF CLAIM: FROM:

TO:

PROJECT #: 23-154-AL-009

TITLE: Statewide 154 Impaired Driving

PROGRAM CATEGORY: Transfer

CONTACT NAME: Scott Wilson

PHONE: 573-751-5408

EMAIL: scott.wilson@modot.mo.gov

PROJECT FINANCIAL SUMMARY

Category	Item	Description	Contract Approved Amount	Quantity	Expended
1 Equipment	PBT	DWI Investigation Supplies	\$50,000.00	1.00	\$955.35
2 Personnel	Overtime and Fringe		\$60,000.00	0.00	\$0.00
3 Training	Professional Development		\$5,000.00	0.00	\$0.00
4 Equipment	PBT		\$51,750.00	0.00	\$0.00
			\$166,750.00		\$955.35

Federal	\$955.35
State	\$0.00



JACKSON COUNTY, MISSOURI
PURCHASING DEPARTMENT
415 EAST 12TH STREET
KANSAS CITY, MISSOURI 64106-2706
(816) 881-3267
FAX: (816) 881-3268

PURCHASE ORDER

This number must appear on all packing slips, shipping documents, packages and invoices.

PO - 4201 - 50959

Page Number 1 of 1	Purchasing Order Date 11/16/2022
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SHIP TO SHERIFF'S OFFICE HQ
 SHERIFF'S OFFICE
 4001 NE LAKEWOOD COURT
 LEE'S SUMMIT, MO 64064

FEDERAL TAX EXEMPT NO. 43-91-0217K
 STATE SALES TAX EXEMPT SEC. 30 (10)
 ARTICLE 3, MISSOURI CONSTITUTION
 MISSOURI TAX I.D. 12495671

VENDOR INTOXIMETERS INC
 2081 CRAIG ROAD
 ST LOUIS, MO 63146

DELIVERY DATE: 11/22/2022
DELIVERY HOURS - MON TO FRI 8:00 AM - 4:00 PM

BUYER / PHONE NUMBER		ACCOUNT CODES		REQUESTED BY	
Katelyn Edgar 816-881-3292				MONEY ELIZABETH	
BID #		F.O.B.	DELIVERY	REQ #	
		DESTINATION	INSIDE DELIVERY REQUIRED	RE-0321158090034201537-000	
Line No.	Quantity	Unit	Item Description	Unit Price	Amount
1	12.00	EA	EMS SUPPLIES QUOTE SO-0230062 DWI SUPPLIES; 24-0250 PRNT RIBBON 001-4201-57521-999-9999-9999-22	7.50	90.00
2	16.00	EA	EMS SUPPLIES 24-0145 PAPER ROLL DP/MYLOX IMPACT TMPRPROOF 001-4201-57521-999-9999-9999-22	10.35	165.60
3	2.00	EA	EMS SUPPLIES 22-0770 DRYGAS 108L/272PPM(.100)C 001-4201-57521-999-9999-9999-22	166.50	333.00
4	500.00	EA	EMS SUPPLIES 23-000 MOUTHPIECE ASIV OR ECIR 001-4201-57521-999-9999-9999-22	0.27	135.00
5	500.00	EA	EMS SUPPLIES 23-0120 MOUTHPIECE FST 001-4201-57521-999-9999-9999-22	0.27	135.00
6	0.00		FREIGHT: STANDARD SHIPPING 001-4201-56130-999-9999-9999-22		96.75
This Purchase Order is issued under Section 1030.5 of Chapter 10 of the Jackson County Code.				TOTAL	955.35

I CERTIFY THAT THERE IS A BALANCE OTHERWISE UNENCUMBERED TO THE CREDIT OF THE APPROPRIATION TO WHICH THIS REQUEST IS CHARGEABLE, AND A CASH BALANCE OTHERWISE UNENCUMBERED IN THE TREASURY TO THE CREDIT OF THE FUND FROM WHICH PAYMENT IS TO BE MADE, EACH SUFFICIENT TO MEET THE OBLIGATORY HEREBY AUTHORIZED.

Please Render Invoice To:

SHERIFF'S OFFICE HQ
 SHERIFF'S OFFICE
 4001 NE LAKEWOOD COURT
 LEE'S SUMMIT, MO 64064

Contact: JCSO Accounts Payable
 Phone: 816-541-8017 x72259

DIRECTOR OF FINANCE / PURCHASING

Intoximeters

Experience • Service • Integrity

2081 Craig Road
Saint Louis, MO 63146
Phone: (314) 429-4000
Fax: (314) 429-4170

Please Remit Payment To:

Intoximeters, Inc.
P.O. Box 870836
Kansas City, MO 64187-0836

PAGE NO : 1 of 1

INVOICE NO : 726287

INVOICE DATE : 2/10/2023

INVOICE

Customer No: C000MOJAC5

Customer PO: PO-4201-50959

Order Number: SO-0230062

Bill To:

Jackson County Sheriff
415 East 12th St
Kansas City MO 64106-2706
USA

Ship To: 2

Jackson County Sheriff
4001 NE Lakewood Way
Lee's Summit MO 64064
USA

This order was placed by Richard Berger

Shipped: 2/10/23	Packing No: 273177	Delivery Terms: GND	
CSR: CH	Packer Ref: RB	Shipped Via: FDX	Shipping Terms: ORIGIN
Terms: Net 30 Days		Customer Ship Account:	

Line	Qty	Qty To Bill	Price	Ext Price
1	12.00	12.00	7.500	90.000
Item: 24-0250-00		Description : PRINTER RIBBON ERC09 DP/MY LX PURPLE		
2	16.00	16.00	10.350	165.600
Item: 24-0145-00		Description : PAPER ROLL DP/MYLOX IMPACT TAMPERPROOF		
3	2.00	2.00	166.500	333.000
Item: 22-0770-00		Description : DRYGAS 108L/272PPM(.100)C		
4	500.00	500.00	0.270	135.000
Item: 23-0000-00		Description : MOUTHPIECE ASIV OR ECIR		
5	500.00	500.00	0.270	135.000
Item: 23-0120-00		Description : MOUTHPIECE FST		

PLEASE VISIT OUR WEBSITE AT WWW.INTOX.COM

Unless otherwise stipulated by contract, a finance charge of 1.5% per month (or the highest rate allowed by law, whichever is less) will be assessed on all due balances. A restocking fee may be applied for returned merchandise.

Please visit www.intox.com for full terms and conditions.

FEDERAL ID #: 43-0906533

Invoice Sale Amount:	858.60
Misc Charges:	0.00
Freight:	96.75
Sales Tax:	0.00
Invoice Total:	955.35
US Dollars	

INTOXIMETERS INC

Ref_Doc	Fund/Object	Check Date	Check #	Doc	Payee	Check Amount
RR000000000000000050959000	001 57521	2/23/2023	01006260	IT726287	INTOXIMETERS INC	\$165.60
RR000000000000000050959000	001 57521	2/23/2023	01006260	IT726287	INTOXIMETERS INC	\$135.00
RR000000000000000050959000	001 56130	2/23/2023	01006260	IT726287	INTOXIMETERS INC	\$96.75
RR000000000000000050959000	001 57521	2/23/2023	01006260	IT726287	INTOXIMETERS INC	\$90.00
RR000000000000000050959000	001 57521	2/23/2023	01006260	IT726287	INTOXIMETERS INC	\$333.00
RR000000000000000050959000	001 57521	2/23/2023	01006260	IT726287	INTOXIMETERS INC	\$135.00
SubTotal						<u>\$955.35</u>

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$17,955.00 from the undesignated fund balance of the 2023 Park Fund in acceptance of insurance proceeds for the repair of damage to a Parks + Rec Department vehicle and awarding a contract for repair of the vehicle to Drake Scruggs Equipment, Inc., of Springfield, IL, in the actual amount of \$18,955.00.

ORDINANCE NO. 5737, April 24, 2023

INTRODUCED BY Manuel Abarca IV, County Legislator

WHEREAS, a Parks + Rec aerial bucket truck was recently damaged due to nesting birds fouling hydraulic lines; and,

WHEREAS, Parks + Rec staff, after diligent efforts, was unable to locate a local facility capable of repairing the damage, but through a referral contacted Drake Scruggs Equipment, Inc., of Springfield, IL, which provided an estimate of \$18,955.00 for the complete tear-down, repair, and reassembly of the aerial hydraulic arm; and,

WHEREAS, the County's motor vehicle insurer, MOPERM, has provided \$17,955.00 in insurance proceeds representing the cost of repair, less a \$1,000.00 deductible, which should be appropriated to pay the repair costs; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends award of the contract for the repair of the vehicle to Drake Scruggs Equipment, Inc., of Springfield, IL, as a sole source, due to the complexity of the needed repair and lack of a capable local vendor; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2023 Park Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Fund 003-9999	47040 – Reimb. Damage Claims	\$17,955	
003-9999	38210- Undesignated Fund Balance		\$17,955
003-9999	38210- Undesignated Fund Balance	\$17,955	
Park Operations 003-1602	56520 – Maint & Repair Equip		\$17,955

and,

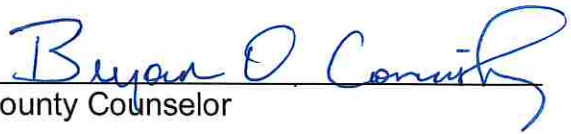
BE IT FURTHER ORDAINED that the award be made as recommended by the Director of Finance and Purchasing, and that the Director be and hereby is authorized to make all payments including final payment on the contract.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5737 introduced on April 24, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5737.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 003 9999 38210
ACCOUNT TITLE: Park Fund
Undesignated Fund Balance
NOT TO EXCEED: \$17,955.00

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

ACCOUNT NUMBER: 003 1602 56520
ACCOUNT TITLE: Park Fund
Park Operations
Maint. & Repair- Equipment
NOT TO EXCEED: \$18,955.00

4/20/2023
Date


Chief Administrative Officer

Request for Legislative Action

Ord. #5737

Sponsor: Manuel Abarca IV

Date: April 24, 2023

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5737
Sponsor(s):	Manuel Abarca IV	Legislature Meeting Date:	4/24/2023

Introduction

Action Items: ['Appropriate']

Project/Title:

An Ordinance appropriating \$17,955 from the undesignated fund balance of the 2023 Park Fund in acceptance of insurance proceeds for the repair of a damaged 2019 Ford F550 Versalift aerial bucket truck.

Request Summary

Requesting \$17,955 to be appropriated in acceptance of proceeds from the Missouri Public Entity Risk Fund (MOPERM) for the repair of the Parks + Rec 2019 Ford F550 Versalift aerial bucket truck, which sustained damages inside the hydraulic boom arm. On March 1,2023 we received an estimate for the repairs at \$18,954.37. An email from Drake Scruggs, which is attached, extends this estimate to May 30. This repair cost is approximately 26% of our repair budget for the entire year. Thankfully, the insurance money will pay for most of the cost.

Parks + Rec unsuccessfully sought local bids for repair and the insurance carrier could not identify local repair shops either. Pursuant to Jackson County Chapter 10, 1030.1, Sole Source, Parks + Rec and the Purchasing Department determined that Drake Scruggs be selected as the Sole Source vendor to make the necessary repairs to this type of equipment. They directed the truck be taken to its shop in Illinois for a complete tear down, repair, and reassembly of the aerial, hydraulic arm, due to the complexity of the repair job.

This is a piece of equipment that is essential for the mission of the Department. It is used by the staff to safely trim trees, remove graffiti from high locations, paint, install lighting for Christmas in the Park displays and to access areas up to 30 feet high.

Parks requests the transfer of \$17,955 from the Parks Undesignated Fund Balance 003-9999-32810 to 003-1602-56520 so that the repairs can be scheduled for this piece of equipment.

Contact Information

Department:	Parks + Rec	Submitted Date:	4/11/2023
Name:	Brian Nowotny	Email:	BPNowotny@jacksongov.org
Title:	Deputy Director, Parks + Rec	Phone:	816-503-4803

Request for Legislative Action

Budget Information			
Amount authorized by this legislation this fiscal year:			\$17,955
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$17,955
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
003 (Park Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$17,955
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
003 (Park Fund)	1602 (Park Operations)	56520 (Maint. & Repair - Equipment)	\$17,955

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

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Sole Source	
MBE:	.00%
WBE:	.00%
VBE:	.00%

Request for Legislative Action

Prevailing Wage

Not Applicable

Fiscal Information

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

History

Submitted by Parks + Rec requestor: Brian Nowotny on 4/11/2023. Comments:

Approved by Department Approver Michele Newman on 4/11/2023 2:52:39 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 4/11/2023 4:30:28 PM. Comments: Can you add that we have determined the repair would be a sole source under 1030.1

Submitted by Requestor Kay D. Norris on 4/12/2023 10:45:42 AM. Comments: 4.12.23 The sole source verbiage has been added. kn

Approved by Department Approver Michele Newman on 4/12/2023 12:46:15 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/12/2023 2:47:12 PM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 4/12/2023 3:02:21 PM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 4/13/2023 7:49:47 AM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvania Stevenson on 4/13/2023 10:40:08 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/20/2023 11:04:21 AM. Comments:

Fiscal Note:

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

Date:	April 18, 2023			ORD #	<u>5737</u>
				eRLA #	<u>875</u>
<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>From</u>	<u>To</u>		
003 Park Fund					
9999 Non-Specific Department	47040 Reimbursement Damage Claims	\$ 17,955	\$ -		
9999 Non-Specific Department	38210 Undesignated Fund Balance		17,955		
9999 Non-Specific Department	38210 Undesignated Fund Balance	17,955			
1602 Park Operations	56520 Maint. & Repair - Equipment		17,955		
		<u>\$ 35,910</u>	<u>\$ 35,910</u>		

Fiscal Note:

This expenditure was included in the Annual Budget

PC# _____

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
003 Park Fund		
1602 Park Operations	56520 Maint. & Repair - Equipment	\$ 18,955
		<u>\$ 18,955</u>

APPROVED
 By Sarah Matthes at 10:29 am, Apr 18, 2023

Budget Office



JACKSON COUNTY
Parks + Rec

22807 Woods Chapel Road
Blue Springs, Missouri 64015
MakeYourDayHere.com

Michele Newman, Director
(816) 503-4800
Fax: (816) 795-1234

MEMORANDUM

TO: Barbara Casamento, Purchasing Administrator

FROM: John Johnson, Superintendent, Park Operations

DATE: March 17, 2023

SUBJECT: Sole Source Vendor: Drake-Scruggs Equipment

The Parks + Rec Department needs to repair our 2019 Ford F-550 Versalift Bucket Truck which sustained damage to the aerial hydraulic lift arm. This bucket truck is used for Associates to safely trim trees, remove graffiti from high locations, paint, install lighting for Christmas in the Park displays and to access areas up to 30-ft high. There is not a term and supply company that will work on the damaged aerial lift boom arm. MO PERM, County insurer, has issued the County a check that will cover most of the cost of this repair.

Parks + Rec unsuccessfully sought local bids for this repair and the insurance carrier also could not identify local repair shops. We received a quote from Drake-Scruggs Equipment and they directed the truck to be taken to its shop in Illinois for a complete tear down, repair, and reassembly of the aerial, hydraulic arm due to the complexity of the job.

Therefore, we are asking Purchasing to consider designating Drake-Scruggs as its sole source vendor.

Parks + Rec received a quote for approximately \$19,000 for repairs to this equipment (see attached).



Frank White, Jr., County Executive

ESTIMATE

Date: 3-1-2023

W/O/ISO# _____

GRAND TOTAL:
18,954.37

PO# _____



DRAKE-SCRUGGS
EQUIPMENT SINCE 1946

Jared Ward
Shop Supervisor

jward@drake-scruggs.com
Phone: 217-753-3871 Ext. 121
Fax: 217-753-9827

Client: JACKSON COUNTY PARKS AND RECREATION Contact: Monica M.
Phone # 816-985-7373, 816-503-4800 Fax # Email: mlichti@jacksongov.org

Vehicle I.D.# _____ Last 8 of Vin _____

Vehicle Make FORD Model F550 Year _____

Make VERSALIFT Model SST40EIH-01 Serial # EH190377

Item #	Part #	Description	Qty	List Each	Total	Availability
		PADS, FASTENERS, TRACK AND CYLINDER.				
	/LABOR1	Set boom up for pull with overhead crane and bracing. Unpin cylinder from boom. Disconnect hoses from the cylinder. Disconnect hoses at the U-Tubes. Unbolt hose carrier. Unpin the cylinder and pull upper boom out onto the floor. Disconnect hoses at the upper controls. Remove hoses from the inner boom. Remove the extension cylinder. Rebuild or replace extension cylinder. Replace the hose carrier. Install bonded hoses into hose carrier. Replace the slide pads. Connect the hoses at the upper control valve. Install inner boom into the outer assembly. Reconnect hoses at the U-Tubes. Re-pin the cylinder to the boom. Top off fluid. Test operation of the unit. Dielectric test the unit and then wash it.	32	130.00	4,160.00	
	/LABOR1	DIELECTRIC TEST	1	220.00	220.00	
12166-15		EXTENSION CYLINDER	1	3,754.83	3,754.83	IN TIME
1008565-1		SLIDE PAD CORNER SHIM	1	17.99	17.99	14-20 DAY
40200-2		5/8-NC X 1 1/8 LG. NYL. BOLT	12	10.93	131.16	10-14 DAY
6526-7		SLIDE PAD (7/16 X 3 X 4 1/2)	1	21.86	21.86	14-20 DAY
6526-6		SLIDE PAD (7/16 X 3 X 6 3/4)	2	23.45	46.90	14-20 DAY
6618-8		SHIM (1/16 X 3 X 4 1/4)	1	10.20	10.20	14-20 DAY
6618-7		SHIM (1/16 X 3 X 6 1/2)	2	10.93	21.86	14-20 DAY
1007769-1		BONDED HOSE ASSY. (5) NON-COND.	1	2,207.38	2,207.38	IN TIME
1007771-1		BONDED HOSE ASSY. (4) NON-COND.	1	1,857.52	1,857.52	IN TIME
1007770-1		BONDED HOSE ASSY. (4) NON-COND.	1	2,060.62	2,060.62	IN TIME
89164-7		HOSE PROTECTIVE COVER (84 LG.)	1	66.29	66.29	20 DAY
40065-7		1/4-20NC X 1 1/4 FPHC SCREW	4	2.42	9.68	10-14 DAY
40065-6		1/4-20NC X 1 FPHC SCREW	4	2.42	9.68	IN TIME
40002-2		1/4-20NC X 5/8 HHCS	2	2.33	4.66	IN TIME
44013-7		1/4 HARDENED WASHER	10	2.33	23.30	IN TIME
42005-1		1/4-20NC LOCKNUT	6	2.33	13.98	IN TIME
42025-2		ACORN NUT 1/4-20 NC	4	2.42	9.68	IN TIME
		Estimate valid for 30 days. Prices subject to change without notice.		Sub Total	14,647.59	

All totals are subject to freight and tax on parts and a shop supply charge. Shop supply not to exceed \$75.00. Labor figures are estimates only! F pins, bolts and parts can affect labor times greatly. Any unforeseen repairs needed would be at a time and material basis, with customer approval

Item #	Part #	Description	Qty	List Each	Total	Availability
	28139-1	HOSE TRACK	1	3,688.30	3,688.30	IN TIME
	44010-6	.643 ID NYLON FLATWASHER	12	2.33	27.96	10-14 DAYS
	15219-1	SLIDE PAD	1	17.19	17.19	IN TIME
	15220-1	PIN (NYLON)	2	11.89	23.78	IN TIME
	15160-1	CYLINDER SLIDE PAD ASSY	2	74.45	148.90	IN TIME
	6528-2	INNER BOOM SLIDE PAD	2	5.90	11.80	14-20 DAYS
	14449-1	SLIDE PAD	1	63.72	63.72	IN TIME
	10496-1	UPPER BOOM SLIDE PAD	1	18.51	18.51	IN TIME
	58036-1	1/8" AIRLINE BUNDLE (4 IN 1)	70	3.00	210.00	
		HOUSE HYDRAULIC OIL PER GALLON	1	21.62	21.62	
		MISCELLANEOUS SHOP SUPPLIES. CLEANERS, SEALANTS, ETC.	1	75.00	75.00	
		Estimate valid for 30 days. Prices subject to change without notice.		Grand	18,954.37	

All totals are subject to freight and tax on parts and a shop supply charge. Shop supply not to exceed \$75.00. Labor figures are estimates only! F pins, bolts and parts can affect labor times greatly. Any unforeseen repairs needed would be at a time and material basis, with customer approval

Kay D. Norris

From: Monica R. Lichti
Sent: Monday, April 10, 2023 8:42 AM
To: Kay D. Norris
Subject: Fw: EXTERNAL RE: Jackson County Estimate
Attachments: ORIGINAL ESTIMATE.PDF

Follow Up Flag: Follow up
Flag Status: Flagged

From: Mick Rykhus <mrykhus@drake-scruggs.com>
Sent: Wednesday, March 1, 2023 8:39 AM
To: Monica R. Lichti <mvaughn@jacksongov.org>
Cc: Steve Cobb <scobb@drake-scruggs.com>
Subject: EXTERNAL RE: Jackson County Estimate

WARNING: This email originated outside of Jackson County.
DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Update, I put February instead of March. Here is the updated date!

Attached is the estimate for your unit. The 30 days time frame on this estimate is extended through May 30th, 2023. Please let us know if you would like to proceed so we can order parts and get transport of your unit scheduled.

Mick Rykhus
Service Writer



2000 S Dirksen Pkwy
Springfield, IL 62703
Phone: 217-753-3871 Ext. 112
Office Fax 217-753-2760



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the sender immediately by replying to the message and deleting the material from any computer. Drake Scruggs Equipment, Inc.

From: Mick Rykhus
Sent: Monday, January 16, 2023 10:57 AM
To: 'mlichti@jacksongov.org' <mlichti@jacksongov.org>
Cc: Jared Ward <jward@drake-scruggs.com>
Subject: Jackson County Estimate

Monica, attached is your estimate. Please let us know if you would like us to proceed.

Mick Rykhus
Service Writer



2000 S Dirksen Pkwy
Springfield, IL 62703
Phone: 217-753-3871 Ext. 112
Office Fax 217-753-2760



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IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$200,000.00 from the undesignated fund balance of the 2023 General Fund to cover the cost of a Jackson County sponsorship for the 2023 NFL Draft event and authorizing the Director of Finance and Purchasing to make a payment to the Greater Kansas City Sports Commission, in the amount of \$200,000.00.

ORDINANCE NO. 5738, April 24, 2023

INTRODUCED BY DaRon McGee, County Legislator

WHEREAS, the 2023 NFL Draft will take place at Union Station in Kansas City, MO, from April 27 to April 29; and,

WHEREAS, the Greater Kansas City Sports Commission has requested that the County co-sponsor the events taking place during the NFL Draft to offset costs associated with operating an event of this scale, which is estimated to have a potential economic impact on the metropolitan area approaching \$100 million; and,

WHEREAS, sponsorship of this event will provide security and fan amenities for the several hundred thousand people who are expected to attend the events; and,

WHEREAS, sponsorship will provide advertising of the County's programs and incorporation of the County's name in social media, news releases, and logo on the draft's main stage; and,

WHEREAS, an appropriation is necessary to cover the cost of the sponsorship; now

therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2023 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund 001-9999	32810- Undesignated Fund Balance	\$200,000	
Special Events 001-1670	56790- Other Contractual Services		\$200,000

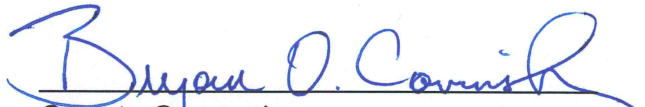
BE IT FURTHER ORDAINED that the Director of Finance and Purchasing be and hereby is authorized to issue a check in the amount of \$200,000.00 for sponsorship of the 2023 NFL Draft, to the Greater Kansas City Sports Commission.

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. 5738 introduced on April 24, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5738.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 001 9999 32810
ACCOUNT TITLE: General Fund
Undesignated Fund Balance
NOT TO EXCEED: \$200,000.00

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

ACCOUNT NUMBER: 001 1670 56790
ACCOUNT TITLE: General Fund
Special Events
Other Contractual Services
NOT TO EXCEED: \$200,000.00

4/20/2023
Date


Chief Administrative Officer

Request for Legislative Action

Ord. #5738
Sponsor: DaRon McGee
Date: April 24, 2023

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5738
Sponsor(s):	DaRon McGee	Legislature Meeting Date:	4/24/2023

Introduction

Action Items: ['Authorize', 'Appropriate']

Project/Title:

Appropriating \$200,000 from the Undesignated Fund Balance of the General Fund for the purchase of a Jackson County sponsorship for the 2023 NFL Draft in Kansas City, Missouri the week of April 24, 2023; authorizing the Director of Finance and Purchasing to make a payment in the amount of \$200,000 to the Greater Kansas City Sports Commission, Inc.

Request Summary

This ordinance seeks to provide \$200,000 from the Undesignated Fund Balance of the General Fund for the purpose of sponsoring the activities around the NFL Draft when it comes to Kansas City, Missouri on April 27-29, 2023. This sponsorship from Jackson County will go to offset the local costs associated with operating the event such as security, and fan amenities for the public to attend surrounding the event. It is estimated that several hundred thousand visitors will visit Jackson County during the event and generate an economic impact approaching \$100 million dollars for Jackson County and the metropolitan area.

Contact Information

Department:	County Executive Office	Submitted Date:	4/19/2023
Name:	Troy Schulte	Email:	TSchulte@jacksongov.org
Title:	County Administrator	Phone:	816-881-1079

Budget Information

Amount authorized by this legislation this fiscal year:		\$200,000	
Amount previously authorized this fiscal year:		\$ 0	
Total amount authorized after this legislative action:		\$200,000	
Is it transferring fund?		No	
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$200,000
001 (General Fund)	1670 (Special Events)	56790 (Other Contractual Services)	\$200,000

Request for Legislative Action

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

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	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: Sponsorship	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

History

Submitted by County Executive Office requestor: Troy Schulte on 4/19/2023. Comments:

Approved by Department Approver Sylvya Stevenson on 4/19/2023 1:07:40 PM. Comments:

Approved by Purchasing Office Approver Craig A. Reich on 4/20/2023 12:41:11 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 4/20/2023 1:03:58 PM. Comments:

Approved by Budget Office Approver Mark Lang on 4/20/2023 1:07:58 PM. Comments:

Approved by Executive Office Approver Lisa Honn on 4/20/2023 2:00:19 PM. Comments: Approving per Sylvya Stevenson due to technical issue.

Approved by Counselor's Office Approver Jamesia Manning on 4/20/2023 2:05:33 PM. Comments:

Fiscal Note:

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

Date: April 20, 2023

ORD # 5738
eRLA ID #: 887

Org Code/Description	Object Code/Description	From	To
001	General Fund		
9999 -	32810 Undesignated Fund Balance	\$ 200,000	\$ -
1670 Special Events	56790 Other Contractual Services	-	200,000
		<u>\$ 200,000</u>	<u>\$ 200,000</u>

Fiscal Note:

This expenditure was included in the Annual Budget

PC# _____

Org Code/Description	Object Code/Description	Not to Exceed
001	General Fund	
1670 Special Events	56790 Other Contractual Services	\$ 200,000
		<u>\$ 200,000</u>

APPROVED
By Mark Lang at 12:09 pm, Apr 20, 2023

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a nine-month term and supply contract for the furnishing of drug testing and laboratory oral fluid testing for use by the Prosecuting Attorney's Office and Department of Corrections to Avertest, LLC., of Richmond, Virginia, under the terms and conditions set forth in Johnson County, Kansas Contract No. 2014-106-2, an existing government contract.

RESOLUTION NO. 21248, April 24, 2023

INTRODUCED BY Venessa Huskey, County Legislator

WHEREAS, the Prosecuting Attorney's Office has a need for drug testing for its Drug Court Diversion Program; and,

WHEREAS, the Department of Corrections' Population Control Office has a need for laboratory oral fluid testing for its house arrest program; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a nine-month term and supply contract for the furnishing of these services to Avertest, LLC., of Richmond, Virginia, under the terms and conditions set forth in Johnson County, Kansas Contract No. 2014-106-2, an existing government contract; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to larger entities; and,


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

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


BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies are available 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. 21248 of April 24, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

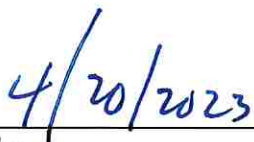
Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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. #21248
Sponsor: Venessa Huskey
Date: April 24, 2023

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21248
Sponsor(s):	Venessa Huskey	Legislature Meeting Date:	4/24/2023

Introduction

Action Items: ['Award']

Project/Title:

Awarding a term and supply contract till 12/31/2023 (the active contract term end date), for the furnishing of Drug Testing Services for various County Departments to Avertest LLC dba Averhealth of Richmond VA, under the terms and conditions of the Johnson County, Kansas Contract No. 2014-106-2, an existing government contract.

Request Summary

The Prosecutors Office and Population Control Office each require a Term and Supply Contract for the furnishing of Drug & Testing Services. Both offices had separate contracts with the same company, Avertest, LLC dba Averhealth, this will combine all services required into this one contract. The Prosecutors Office for furnishing Drug Testing Services for their Anti-Drug Court Diversion Program and the Population Control Office for furnishing Certified Laboratory Oral Fluid Testing for their House Arrest Program.

Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Nine (9) Month Term and Supply Contract for the furnishing of Drug Testing Services to Avertest LLC dba Averhealth of Richmond, VA for use by various County Departments under the terms and conditions of Johnson County, Kansas Contract No. 2014-106-2 an existing government contract.

This award is made on as "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 appropriation. The annual estimated spend for use by various county departments is \$243,000.00.

The Jackson County Compliance Portal was checked, status was green/issued and showed an expiration date of 2023-12-31.

Contact Information

Department:	Finance	Submitted Date:	4/11/2023
Name:	John Konon	Email:	JKonon@jacksongov.org
Title:	Buyer	Phone:	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:
			!Unexpected End of Formula

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20616	February 8, 2021
20569	November 23, 2020
19835	April 23, 2018
19240	August 22, 2016

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:	Not Applicable
Have all required attachments been included in this RLA?	Yes

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

Request for Legislative Action

Not Applicable	
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Fiscal Information

- 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.

History

Submitted by Finance requestor: John Konon on 4/11/2023. Comments:

Approved by Department Approver Bob Crutsinger on 4/11/2023 8:51:19 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/11/2023 9:22:30 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 4/11/2023 9:38:51 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 4/11/2023 10:24:16 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 4/13/2023 9:22:52 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/20/2023 10:40:47 AM. Comments:



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

DISPOSITION OF TERM & SUPPLY CONTRACT MEMORANDUM

TO: Dion Sankar, Prosecutor's Office
Ana Maghee, Corrections - Population Control

FROM: John Konon, Buyer

DATE: March 15, 2023

RE: Term & Supply Contract: **OG2014-106-2 Drug Testing Services – Avertest**
Term & Supply Contract: **48-20 Oral Fluid Testing– Avertest**

The above referenced Term & Supply Contracts have expired: **Drug Testing Services on December 30, 2022 and Oral Fluid Testing on November 11, 2022**. There is an extension available on OG2014-106-2 until December 31, 2023.

Please review the specifications and advise me of the following:

- A. Extend Contract for 12 months. Department needs service.
- B. Rebid with attached changes.
- C. Rebid with specifications as they stand.
- D. Department does not require services of this bid.

Department: /s/ Dion Sankar Estimated annual usage: \$ 225,000.00

Please return a copy of this memorandum and any requested changes to my attention **AS SOON AS POSSIBLE**, so that appropriate action can be taken.

If you have any questions, please feel free to call me at 881-3292. Thank you.



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

DISPOSITION OF TERM & SUPPLY CONTRACT MEMORANDUM

TO: John Konon, Buyer
FROM: Deloris Wells, Deputy Director
DATE: March 29, 2023
RE: Term & Supply Contract: **OG2014-106-2 Drug Testing Services – Avertest**
Term & Supply Contract: **48-20 Oral Fluid Testing– Avertest**

The above referenced Term & Supply Contracts have expired: **Drug Testing Services on December 30, 2022 and Oral Fluid Testing on November 11, 2022.** There is an extension available on OG2014-106-2 until December 31, 2023.

Please review the specifications and advise me of the following:

- A. Extend Contract for 12 months. Department needs service.
- B. Rebid with attached changes.
- C. Rebid with specifications as they stand.
- D. Department does not require services of this bid.

Department: Population Control Estimated annual usage: \$ 18,000.00 ✓

Please return a copy of this memorandum and any requested changes to my attention **AS SOON AS POSSIBLE**, so that appropriate action can be taken.

If you have any questions, please feel free to call me at 816-881-4210. Thank you.

Deloris Wells 3/29/23



Contract Detail

[Return](#)

Contract Information

Active Contract Term

Title	Drug Testing Services	Description	Renewal 2
Description	Drug Testing Services for Corrections, Court Services and Mental Health	Start Date	01/01/2021
		End Date	12/31/2023
		Notes	
Contract Number	2014-106		
Type	RFP		
Department	CRT - Court Services		
Bid			
Status	Active		

Purchasing Department Contact Information (Name, Phone, Email) john.boos@jocogov.org

Supplier Information

General/Corporate Address

Supplier Name	Avertest**
Supplier Description	
Organization Type	C Corporation
Legal Name	
Date Business Formed	
Formation State	Virginia
Website	

Address 7202 Glen Forest Drive, Suite 302 Richmond, VA 23226

Phone (804) 767-8693

Fax

Contact Name

Email

Attachment List

File Name	Description
2014-106 EXECUTED AverHealth Amendment No.1.pdf View	2014-106 EXECUTED AverHealth Amendment No.1

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT, made in Johnson County, Kansas, and effective as of the 5th day of October, 2021 (the "Effective Date"), by and between JOHNSON COUNTY, KANSAS (hereinafter the "COUNTY"), and AVERHEALTH LLC, Formally Known as AVERTEST (hereinafter "AverHealth"), each individually hereinafter a "Party", and together hereinafter the "Parties".

WITNESSETH:

WHEREAS, on January 1, 2015, the COUNTY entered into a written agreement with AverHealth to provide Drug Testing Services (hereinafter the "AGREEMENT"); and

WHEREAS, the AGREEMENT provides that the same may be amended by supplemental writing mutually agreed to and executed by duly authorized representatives of both Parties; and

WHEREAS, the COUNTY and AverHealth hereby agree to accept the amend the AGREEMENT by modifying Attachment B (Service Fees) of the AGREEMENT.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the Parties hereto agree as follows:

- 1. Service Fees.** The attached updated and modified Attachment B (Service Fees) shall replace the AGREEMENTS original Attachment B in its entirety. The Veteran and Juvenile programs will remain at \$17 per test until the end of the grant periods. The Veteran Treatment grant period ends 09/30/2022 and Juvenile Treatment grant period ends 06/30/2022.
- 2. Status of Agreement.** All of the terms and conditions of the AGREEMENT, unless otherwise modified by, or made inconsistent with, the provisions of this Contract Amendment, shall remain in full force and effect, and shall be made binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract Amendment to be executed in by their duly authorized representatives and made effective the day and year first above written.

AVERHEALTH LLC

By: *Nicholas J Runge*
Nicholas J Runge (Oct 14, 2021 15:05 CDT)

Nicholas J Runge

Printed name

10/14/2021

Title

JOHNSON COUNTY, KANSAS

By: *Robin Lynes*
Robin Lynes (Oct 14, 2021 15:40 CDT)

Robin Lynes
Purchasing Manager

APPROVED AS TO FORM:

RH
Ryan Haga (Oct 14, 2021 15:49 CDT)

Ryan Haga
Assistant County Counselor

**SERVICE FEES
Attachment B**

Service	Price per Unit of Service
Standard Panel comprised of any of seven (7) of the following Standard Drugs plus ETG: Amphetamines (amphetamines, ecstasy, methamphetamines), barbiturates, benzodiazepines, cannabinoids (THC), cocaine, ecstasy, methadone, methamphetamine, opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone), PCP, and propoxyphene	\$18.00/ panel* <i>Does not apply to the Veteran and Juvenile Treatment Programs</i> *The above pricing applies to Year 1 and Year 2 of service. Year 3 and each subsequent odd year of service will be subject to a price increase of \$1.00.
Standard Drug Add-on List: Amphetamines (amphetamines, ecstasy, methamphetamines), barbiturates, benzodiazepines, cannabinoids (THC), cocaine, ecstasy, methadone, methamphetamine, opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone), PCP, and propoxyphene	\$ 0.50 / test
Specialty Drug Add-on List: Buprenorphine, Carisoprodol, ETG, Fentanyl, Gabapentin, Heroin, Ketamine, LSD, Meperidine, Tramadol, or Zolpidem	\$2.50 / test (except Gabapentin = \$5.00 / test)
Synthetic Cannabinoids Urine Analysis	\$25.00 / test
Synthetic Stimulants Urine Analysis (Bath Salts)	\$35.00 / test
Standard Oral Fluid Panel (Benz, Coc, Meth, Opiates, & THC)	\$20.00 / panel
Oral Fluid Add-ons (buprenorphine, methadone, oxycodone, and tramadol)	\$1.00 / panel
Hair Test	\$85.00 / panel
Transdermal	\$115.00 / panel
Standard Confirmation Test	Included up to 5% of total monthly volume; \$25.00 / test thereafter
Expert Witness Testimony	\$750.00 / 2-day session
Litigation Packet	\$150.00 / packet
Case Management System	Included, No Charge
Random Selection	Included, No Charge
Client Notification System	Included, No Charge
Video Testimony	Included, No Charge
Training & Consultation Sessions	Included, No Charge
Participation in Courts Staffing Sessions (if Option is selected)	Included, No Charge
Standard Monthly Invoice	Included, No Charge
Additional Invoice Analysis/Customization	TBD

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 disaster recovery services for County-wide use to G&G Restoration, LLC a/k/a: ServPro of Lee's Summit, Missouri, under the terms and conditions of the Junior College District of Metropolitan Kansas City, Missouri (MCC) Contract No. 19-7242-C3R2.

RESOLUTION NO. 21249, April 24, 2023

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, due to the aging infrastructure of some County buildings, a term and supply contract is required for emergency situations needing clean-up and recovery that arise and must be responded to before Legislative approval can be obtained; and,

WHEREAS, the Junior College District of Metropolitan Kansas City, Missouri, has awarded a contract for disaster recovery services pursuant to a competitive bid, and the Director of Finance and Purchasing recommends the use of this existing competitively bid government contract; and,

WHEREAS, pursuant to section 1030.4, Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract, with one twelve-month option to extend, to G&G Restoration, LLC, a/k/a ServPro of Lee's Summit, pursuant to Missouri MCC Contract No. 19-7242-C3R2; and,

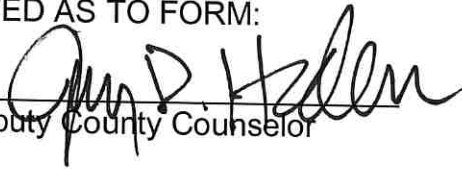
WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any amount, with the availability of funds for specific purchases remaining subject to annual appropriation; now therefore,

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 any documents necessary for 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 contract, to the extent that sufficient appropriations to the using agencies are contained in the then current County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21249 of April 24, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

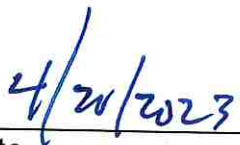
Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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 agency places its order.



Date



Chief Administrative Officer

Request for Legislative Action

Resolution: 21249
Sponsor: Megan L. Marshall
Date: April 24, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21249
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	4/24/2023

Introduction
Action Items: ['Award']
Project/Title: Authorizing a Twelve (12) Month Term and Supply Contract with One (1) Twelve Month option to extend for the furnishing of Disaster Recovery Services for County Wide use to G & G Restoration LLC a/k/a: ServPro of Lee's Summit, Missouri under the terms and conditions of the Junior College District of Metropolitan Kansas City, Missouri (MCC) Contract No. 19-7242-C3R2.

Request Summary
<p>Due to the aging infrastructure of County buildings, a Term and Supply Contract for Disaster Recovery Services is required for emergency situations needing clean-up and recovery (example: pipes breaking, flooding, etc.). MCC has competitively bid for Disaster Recovery Services and the County would like to utilize that contract.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Purchasing Department recommends the approval of a Term and Supply Contract for Disaster Recovery Services via the MCC Contract No. 19-7242-C3R2 with G & G Restoration LLC a/k/a ServPro of Lee's Summit, Missouri, a competitively bid government contract.</p> <p>The County estimates an annual usage of \$300,000. The award is made on an "as needed" basis and does not obligate Jackson County, Missouri for any specific amount. The availability of funds for specific projects is subject to appropriation.</p> <p>Compliance has been checked and the recommended vendor has a current certificate on file.</p>

Contact Information			
Department:	Finance	Submitted Date:	4/11/2023
Name:	John Konon	Email:	jkonon@jacksongov.org
Title:	Buyer	Phone:	816-881-3292

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:	\$

Request for Legislative Action

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

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

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

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

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

Request for Legislative Action

History

Submitted by Finance requestor: John Konon on 4/11/2023. Comments:

Approved by Department Approver Bob Crutsinger on 4/12/2023 8:28:49 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/12/2023 2:46:13 PM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 4/12/2023 2:56:55 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 4/12/2023 3:28:53 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 4/13/2023 10:31:10 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/20/2023 10:41:55 AM. Comments:



JACKSON COUNTY Public Works Department

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

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

Memorandum

To: Barbara Casamento, Finance and Purchasing
From: Brian Gaddie, PE, Director of Public Works
Date: April 11th, 2023
RE: Term and Supply Recommendation – ServPro of Lee’s Summit

Barbara -

The Department of Public Works is requesting that the Department of Purchasing recognize the existing government contract held by MCC and employ ServPro of Lee’s Summit as a term and supply vendor. We believe that having ServPro on term and supply could provide a substantial benefit to the Department of Public Works and the County. We estimate that an annual total of \$300,000 would be sufficient to complete the tasks necessary by this vendor. The funds for these services will be allocated from Other Contractual Services within the various Facilities Management account codes.

Thank you for your consideration with the above term and supply recommendation.

Professionally,

A handwritten signature in black ink, appearing to read "B. Gaddie", with a long horizontal line extending to the right.

Brian Gaddie, P.E.
Director of Public Works

Frank White, Jr., County Executive

Master Services Agreement

This Master Services Agreement (Agreement) is entered into by and between the Junior College District of Metropolitan Kansas City, Missouri (MCC), a public community college district and political subdivision of the state of Missouri, with a principal address at 3200 Broadway, Kansas City, Missouri 64111, and G & C Restoration, LLC a/k/a SERVPRO of Lee's Summit (Contractor), 1001 W. Hunters Ridge, Lee's Summit, Missouri 64086.

MCC from time to time requires disaster recovery services. Contractor is in the business of providing disaster recovery services and has qualified to perform such services for MCC under Contractor's written proposal (Proposal) in response to MCC's Request For Proposal #19-7242-C3R2 Disaster Recovery Services, dated February 13, 2019 (RFP). MCC desires to enter into a non-exclusive agreement with Contractor so that for various projects MCC may obtain disaster recovery services from Contractor. The purpose of this Agreement is to set forth the terms and conditions of any work or services

Therefore, for good and valuable consideration, the parties agree as follows:

1. **Contractor's Representations and Warranties.** Contractor represents and warrants to MCC that it has demonstrated a high degree of experience, training, and proficiency in its conduct of various prior and similar functions, that it has the required expertise and resources and that it is technically and professionally capable of performing the obligations under this Agreement. Contractor further represents that it shall provide adequate trained personnel to provide the Services, as defined herein. The Contractor assures MCC that its trained service personnel are directly employed by Contractor and are properly licensed. Further, Contractor assures MCC that any Services subcontracted hereunder shall be with MCC's prior written consent, and such subcontractor's trained service personnel shall be properly licensed and directly employed by said subcontractor.

2. **Scope of Services.** Contractor agrees to provide disaster recovery services (Services) as specified in the RFP and Proposal, collectively incorporated herein by reference, and as further detailed in *Exhibit A – Scope of Services* (Exhibit A), attached hereto and incorporated herein. On a project-by-project basis, Contractor may begin Services upon receipt of MCC's verbal notice to proceed, contingent upon (i) Contractor's submission to MCC's Director of Facility Services of a written detailed quotation of the project services [Quote(s)], within forty-eight (48) hours of the beginning of Services, and (ii) the written acceptance of Contractor's Quotes by MCC's Chief Facilities Officer or designee, email being sufficient.

3. **Order of Precedence.** In the event of a conflict between the terms contained in this Agreement, the RFP, and Proposal the following order of precedence will control: (a) this Agreement, (b) the RFP, (c) Proposal, and (d) Quote(s). In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any invoice, purchase order, website or other document attached hereto or incorporated herein by reference, the terms and conditions of this Agreement shall govern.

3. **Prevailing Wages.** Contractor shall pay no less than the prevailing hourly rate of wages to all workmen performing Services under this Agreement as found by the Department of Labor and Industrial Relation of the State of Missouri in the applicable Wage Determination Order effective as of the date of bidding of this Project for the location of the Project. Contractor shall follow and enforce all requirements of the Prevailing Wage Law. Contractor and all subcontractors shall submit certified payroll records to MCC. Before making final payment, Contractor and all

subcontractors shall submit an Affidavit to MCC stating they fully complied with the prevailing wage law.

3.1. Effective August 28, 2018, the State of Missouri implemented a prevailing wage threshold specifying that there will be no prevailing wage requirement for public works projects where the estimate of the project is in the amount of \$75,000.00 or less. Since no individual Services under this agreement shall be for more than \$75,000.00, no projects for mechanical services fall under prevailing wages.

4. Term. The term of this Agreement shall be from May 15, 2019, through May 14, 2022. This agreement may be extended for two (2) additional 1-year periods upon the mutual written agreement of the parties.

5. Termination. Should MCC become dissatisfied with Contractor's products and/or services, MCC shall give notice to Contractor and Contractor shall have sixty (60) days' after receipt of MCC's notice to remedy the issue(s). MCC may terminate this Agreement for convenience at any time by giving notice to Contractor of its intent to terminate at least thirty (30) days prior to the effective date of termination. In the event of termination, MCC will be liable only for payment of the products or services delivered prior to the termination date.

6. Performance Bond. If these specifications so require and when the Quotation total amount exceeds twenty-five thousand (\$25,000.00), Contractor shall procure and furnish a Performance bond and a Payment bond in the form prepared by the Owner. Each bond shall be in the amount equal to one hundred percent (100%) of the Quotation total amount, as well as adjustments to the Quotation total amount. The Performance Bond shall secure and guarantee Contractor's faithful performance of this Contract, including but not limited to Contractor's obligation to correct defects after final payment has been made. The Payment Bond shall secure and guarantee payment of all persons performing labor on the Project under this Agreement and furnishing materials in connection with this Agreement. These Bonds shall be in effect through the Duration of this Agreement, and warranty period required under this Agreement

7. Fees and Payment.

7.1. MCC shall pay Contractor Fees, as detailed on *Exhibit B – Proposal Fees Schedule (Exhibit B)*, attached hereto and incorporated herein, for all Services under this Agreement. The foregoing notwithstanding, Contractor's total Fees per project shall not exceed the amount allowed by MCC's insurance, without the prior written consent of MCC, email being sufficient.

7.2. Fees, as detailed on Exhibit B, shall remain firm for the initial term of this Agreement, and thereafter, and at the sole discretion of MCC, labor prices can be adjusted according to the CPI (Consumer Price Index), but not to exceed a five percent (5%) increase.

7.3. Should Contractor provide any additional Services beyond the scope of an MCC approved Quote, without the express written authorization by MCC, Contractor shall be deemed to have performed such Services at Contractor's sole expense, risk and liability and MCC shall have no obligation to compensate Contractor for such service.



TIME AND MATERIALS COMMERCIAL PRICING
1-800-SERVPRO (1-800-737-8776)

Schedule A: Labor

Category	Proposed Rate	Unit	Category	Proposed Rate	Unit
Project Coordinator	\$130.00	Per Hour	Restoration Supervisor	\$58.00	Per Hour
Project Estimator	\$125.00	Per Hour	Resource Coordinator	\$58.00	Per Hour
Sr. Project Manager	\$115.00	Per Hour	Remediation Technician (mold/lead certified)	\$58.00	Per Hour
Project Manager	\$95.00	Per Hour	CDL Driver	\$55.00	Per Hour
Health & Safety Officer	\$90.00	Per Hour	Skilled Labor/Tradesman	\$54.00	Per Hour
Technical Specialist	\$85.00	Per Hour	Production Technician	\$50.00	Per Hour
Assistant Project Manager	\$75.00	Per Hour	Clerical Administrator	\$40.00	Per Hour
Remediation Supervisor (mold/lead certified)	\$68.00	Per Hour	General Labor	\$32.50	Per Hour
Project Auditor/ Accountant	\$65.00	Per Hour	Management Fee	\$3.50	Per Hour

All labor will be billed at the rates listed in Schedule A.

Management Fee applies to each customer employee on project (if customer wishes to use its own employees) plus Supervisor's hourly rate. Customer is responsible for payroll, taxes, workers' compensation, and benefits for each customer employees on project.

Travel time for personnel will be billed at regular rate.

The hourly scheduled labor rates will be charged portal to portal for all SERVPRO® personnel, labor subcontractors, and subcontractors fulfilling any labor classifications.

When circumstances beyond our control require SERVPRO® personnel to stand-by at the job site, a minimum stand-by charge of six (6) hours will be billed at the regular hourly rate (no overtime).

All hours worked on SERVPRO® recognized holidays (New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, and Christmas Day) will be charged at 2 times the regular rate.

Invoicing standard will be based on state law regarding overtime rates.

All labor is subject to prevailing wage, unionized labor and local labor market requirements. In such events, Prevailing Wage General Labor will be invoiced at cost plus 30% or standard labor rate, whichever is greater.

During the course of performance of work, SERVPRO® may add additional labor classifications to the schedule above at rates to be determined by SERVPRO®.

SERVPRO® reserves the right to change the rate of any and all job classifications affected by market conditions.

Labor Modifier of 1.25 will be applied to the following areas: New York City (75 miles radius from Manhattan); Alaska, Hawaii; Washington, Colorado, Oregon, California, D.C., and other U.S. Territories. 1.25 premium shift may apply.

Schedule B: Consumables

Consumables Description	Proposed Rate	Unit	Concentrate	Ready to Use	Consumables Description	Proposed Rate	Unit	Concentrate	Ready to Use
Cleaners/Disinfectants					Contents				
All Surface Green Clean	\$2.75	Gallon		x	Box - Large	\$5.00	Each		x
All Surface Green Clean	\$44.00	Gallon	x		Box - Legal Size (1.2 cubic feet)	\$5.45	Each		x
Beneffect Decon 30	\$69.00	Gallon		x	Box - Medium	\$4.20	Each		x
Beneffect Disinfectant	\$78.22	Gallon		x	Box - Small	\$3.80	Each		x
Beneffect Disinfectant Wipes	\$59.90	250 ct		x	Foam / Wood Blocks	\$66.00	Box		x
Brite-N-Neutral Cleaner	\$1.65	Gallon		x	Packing Paper (26" x 24" - 140 ct - recycled)	\$39.98	Box/50lb		x
Brite-N-Neutral Cleaner	\$31.90	Gallon	x		Tacky Mats 37" x 26" PAD/30	\$128.00	Each		x
Carpet and Upholstery Green Clean	\$4.02	Gallon		x	Tarp (per square ft)	\$0.30	Each		x
Carpet and Upholstery Green Clean	\$64.90	Gallon	x		Wrap, Bubble - 12" x 125"	\$39.94	Roll		x
CitraSolvent	\$90.86	Gallon		x	Wrap, Shrink 16" x 1500'	\$30.00	Roll		x
Citrus Deodorizer, Water-Based	\$4.88	Gallon		x	Filters				
Citrus Deodorizer, Water-Based	\$41.40	Gallon	x		Filter - Air Scrubber 2000 cfm - HEPA	\$328.58	Each		x
Coil Cleaner	\$17.00	Aerosol/Can		x	Filter - Air Scrubber 2000 cfm - Prefilter	\$6.30	Each		x
Coil Cleaner	\$44.25	Gallon		x	Filter - Air Scrubber 2000 cfm - Secondary per 12 pack	\$133.86	Each		x
Concrobian® Disinfectant	\$55.30	Gallon		x	Filter - Activated Carbon 2000 cfm	\$174.60	Each		x
Defoamer	\$52.62	Gallon	x		Filter - Activated Carbon 500 cfm Generic	\$19.40	Each		x
Duct Sealer	\$74.92	Gallon		x	Filter - Air Scrubber 500 cfm - HEPA-Generc	\$171.42	Each		x
EnviroShield™ Odor and Stain Blocker (Clear/White)	\$300.00	3.5 Gallon Pail		x	Filter - Air Scrubber 500 cfm - Secondary Generic	\$16.26	Each		x
Extreme Laundry Detergent	\$47.58	9 lb. pail		x	Filter - Air Scrubber 500 cfm - Prefilter	\$9.68	Each		x
Extreme Laundry Detergent	\$165.38	35lb pail		x	Filter - Back Pak Vacuum Kit	\$33.80	Each		x
Fire Star	\$63.00	Gallon	x		Filter - Desiccant Dehumidifier - 5000 cfm	\$13.90	Each		x
Fire Star	\$7.90	Gallon		x	Filter - Refrigerant Dehumidifier - 754	\$31.50	Each		x
Flame Stop	\$78.40	Gallon		x	Filter - Upright Vacuum	\$3.50	Each		x
Fuel Oil Degreaser	\$4.74	Gallon		x	Filter - Wet/Dry Vacuum, non-HEPA	\$22.95	Each		x
Fuel Oil Degreaser	\$63.66	Gallon	x		Filter Material, Poly Rolled Medium	\$34.80	Box		x
Furniture Polish	\$14.42	Aerosol/Can		x	Vacuum Cleaner Bags	\$17.60	Pak/10		x
Glass Cleaner, Multi-Purpose	\$7.00	Aerosol/Can		x	Vacuum Cleaner Bags - Back Pack HEPA	\$36.00	Pak/10		x
Glass Cleaner, Ready-To-Use	\$18.36	Gallon		x	Vacuum Cleaner Bags - Canister HEPA	\$25.50	Pak/6		x
Glass Cleaner, Super Concentrate	\$71.92	Gallon	x		Miscellaneous/General				
Heavy Duty Degreaser	\$1.99	Gallon		x	Carpet Protection Film 2' x 200'	\$79.80	Each		x
Heavy Duty Degreaser	\$31.88	Gallon	x		Cleaning Rags	\$5.95	Per lb.		x
Industrial Cleaner	\$2.69	Gallon		x	Cleaning Towel	\$10.60	Dozen		x
Industrial Cleaner	\$43.02	Gallon	x		Cotton Mop Head	\$14.30	Each		x
Lemon Fresh Deodorizer	\$2.06	Gallon		x	Dusting Cloth - Masslin treated	\$53.30	50/Bag		x
Lemon Fresh Deodorizer	\$65.88	Gallon	x		Lay Flat (Roll - 250' x 14")	\$120.00	Each		x
Lemon Oil Polish	\$55.58	Gallon		x	Lay Flat (Roll - 500' x 33")	\$700.00	Each		x
Liquid Emulsifier	\$42.04	Gallon	x		Rayon Mop Head	\$18.54	Each		x
Microban Disinfectant	\$78.00	Gallon		x	Shoe Covers	\$97.00	150/Case		x
Powdered Emulsifier	\$64.92	Gallon	x		Sponge Dry Clean	\$190.00	48/Case		x
Pre-Spray & Traffic Lane Cleaner	\$3.52	Gallon		x	Trash Bags, Contractor - 3 mil	\$50.00	Box 50		x
Pre-Spray & Traffic Lane Cleaner	\$56.30	Gallon	x		Trash Bags, Environmental 6 mil	\$50.00	Box 20		x
Rusticide	\$28.00	Quart		x	Wall Zippers (2 pack)	\$30.50	Each		x
SERVPRO Green	\$21.72	Gallon		x	Zip Ties 14" - Industrial	\$21.55	Pak/20		x
SERVPRO Orange	\$42.80	Gallon		x	Zip Ties 36" - Industrial	\$34.40	Pak/10		x
SERVPRO Orange Plus	\$58.00	Gallon		x	Zip Ties 48" - Industrial	\$46.25	Pak/10		x
Shampoo Super Concentrate	\$1.99	Gallon		x	Safety				
Shampoo Super Concentrate	\$63.54	Gallon	x		Gloves, Chemical Resistant	\$82.40	Dozen		x
Smoke Deodorizer	\$116.50	Gallon		x	Gloves, Leather Safety/Work	\$96.00	Dozen		x
Solvent Additive	\$86.60	Gallon		x	Gloves, Nitrile/Latex	\$25.12	Box/100		x
Sporicidin	\$59.90	Gallon		x	Hearing Protection	\$24.50	20/box		x
Stainless Steel Cleaner	\$12.78	Aerosol/Can		x	PPE Package (**)	\$35.00	Day/ Per Person		x
Stone and Porcelain Cleaner	\$35.90	Gallon		x	Respirator Cartridges - Ammonia	\$24.40	Each		x
Tile & Grout Cleaner	\$30.80	Gallon		x	Respirator Cartridges - Organic	\$22.90	Each		x
Ultra Content CleanER	\$53.00	5 Gallon		x	Respirator N 95 Paper Respirator	\$41.20	Box/20		x
Ultrasonic Cleaning Agent	\$46.14	5 Gallon		x	Safety Goggles (Chemical Splash)	\$18.90	Each		x
Upholstery/Draperly Solvent, Heatable	\$58.34	Gallon	x		Safety Glasses	\$4.50	Each		x
Vanquish	\$49.90	Gallon		x	Tyvek (Bio-Shield Coveralls)	\$206.00	Case/25		x
Wall and All Plus	\$49.60	Gallon		x	Tapes/Adhesives				
Wall and All Surface Cleaner	\$42.66	Gallon	x		Spray Adhesives	\$24.00	Aerosol/Can		x
Wall Rinse	\$44.76	Gallon	x		Tape, Caution 3" x 1000' HDX	\$15.94	Roll		x
Window Green Clean	\$19.78	Gallon		x	Tape, Duct - 2" x 60 yds.	\$11.00	Roll		x
Wintergreen Deodorizer	\$51.20	Gallon		x	Tape, HVAC 2" x 50 yds.	\$21.00	Roll		x
					Tape, Painter (Blue) 2" x 60yds.	\$13.16	Roll		x
					Tape, Poly/Box - 2" x 109 yds.	\$7.94	Roll		x
Containment									
Eco Board Floor Protection 38" x 100' - Roll	\$118.00	Each		x					
Floor Protection 15" x 1,100' - Roll	\$228.00	Each		x					
Plastic Sheeting .31 mil - 12' x 400' - Roll	\$50.00	Each		x					
Plastic Sheeting 4 mil - 20' x 100' Roll	\$96.00	Each		x					
Plastic Sheeting 6 mil - 20' x 100' Roll	\$196.00	Each		x					
Plastic Sheeting 6 mil - Fire Retardant 20' x 100' - Roll	\$331.00	Each		x					
Plastic Sheeting Hangers - Blue	\$510.00	Case		x					

During the course of performance of the work, SERVPRO® may add additional consumables to the Rate Schedule.
 SERVPRO® reserves the right to adjust the unit rate of scheduled consumables affected by market conditions.
 Non-scheduled materials purchased for the benefit of the project will be billed at cost plus 10% and 10%.
 **PPE Package (Includes Respirator - Full or Half Mask, Hard Hat, Safety Glasses, N-95 Dust Mask, Gloves (Latex), Safety Vest, Ear Plugs, Tyvek Suit, Knee Pads); This rate is based on normal usage, additional charges will be added for jobs requiring heavy usage.

Schedule C: Equipment

Equipment Description	Proposed Rate	Unit	Equipment Description	Proposed Rate	Unit
Air Mover/Compressor			Power		
Air Compressor, Portable	\$40.00	Ea/Day	100' Cable	\$35.00	Ea/Day
Air Mover, Axial	\$42.00	Ea/Day	50' Cable	\$27.50	Ea/Day
Air Mover, Carpet	\$30.00	Ea/Day	Cable Ramps	\$15.95	Ea/Day
Air Scrubber, 2000 cfm	\$150.00	Ea/Day	Generator Cable, 5 Band	\$75.00	Ea/Day
Air Scrubber, 500 cfm	\$75.00	Ea/Day	Generator, 20k W	\$365.00	Ea/Day
Blast/Power Wash Units			Generator, 50k W	\$725.00	Ea/Day
Fogger/Macromist	\$40.00	Ea/Day	Generator, 100k W	\$815.00	Ea/Day
Fogger/Thermal	\$120.00	Ea/Day	Generator, 150k W	\$975.00	Ea/Day
Media Blasting Machine	\$475.00	Ea/Day	Generator, 200k W	\$975.00	Ea/Day
Pressure Washer	\$125.00	Ea/Day	Generator, Portable	\$124.50	Ea/Day
Pressure Washer - Hot	\$176.00	Ea/Day	Power Distribution, 100-200 Amp	\$120.00	Ea/Day
Cleaning - Vacuum Extraction			Power Tools	\$28.50	Ea/Day
Canister HEPA Vac	\$183.00	Ea/Day	Spider Box	\$75.00	Ea/Day
Insulation Vacuum	\$325.00	Ea/Day	HVAC		
Orbital Floor Machine	\$42.50	Ea/Day	HVAC Cleaning System (**)	\$560.00	Ea/Day
Portable Carpet Machine	\$325.00	Ea/Day	Video Inspection	\$250.00	Ea/Day
Portable Dry Cleaning Machine	\$325.00	Ea/Day	Pumps		
Portable Extractor	\$148.00	Ea/Day	Pump - Sump	\$63.00	Ea/Day
Portable Fuel Cells	\$25.00	Ea/Day	Pump - Trash	\$135.00	Ea/Day
Truck Mount Carpet Machine	\$475.00	Ea/Day	Safety		
Rover Extraction Unit	\$198.00	Ea/Day	Personal Fall Protection	\$55.50	Ea/Day
Ultrasonic Cleaning Machine	\$375.00	Ea/Day			
Vacuum - Upright Vacuum Cleaner	\$26.25	Ea/Day			
Vacuum - Back Pack, HEPA	\$125.00	Ea/Day	Site Services		
Vacuum - Wet/Dry	\$50.00	Ea/Day	2-Way Radio/ Communication	\$25.00	Ea/Day
Vapor Shark	\$76.50	Ea/Day	Demo Carts	\$20.00	Ea/Day
Drying Equipment			Floor Scraper, Electric	\$125.00	Ea/Day
Camera, Infrared	\$150.00	Ea/Day	Lighting - 100' String Lights	\$25.00	Ea/Day
Dehumidifier - Large Commercial >25 Gallon	\$145.00	Ea/Day	Lighting - 50' String Lights	\$16.00	Ea/Day
Dehumidifier - Medium Commercial <25 gallon	\$105.00	Ea/Day	Lighting - Demo Lights	\$25.00	Ea/Day
Desiccant, 1,000 cfm	\$575.00	Ea/Day	Lighting - Tower Mobile	\$155.00	Ea/Day
Desiccant, 3,000 cfm	\$975.00	Ea/Day	Lighting - Wobbles	\$43.50	Ea/Day
Desiccant, 5,000 cfm	\$1,475.00	Ea/Day	Lock-Out/Tag-Out Kit	\$25.00	Ea/Day
Desiccant, 10,000 cfm	\$2,175.00	Ea/Day	Scaffolding, Bakers (per section)	\$42.50	Ea/Day
5000 cfm Desiccant Package Unit (**)	\$2,600.00	Ea/Day	Mobile Office Equipment (p/k/a Accounting Package (**))	\$65.00	Ea/Day
Desiccant, 15,000 cfm	\$3,900.00	Ea/Day	Vehicles/Trailers		
Dry Force Injectidry (Wall Cavity)	\$130.00	Ea/Day	Vehicle - Auto/Pick-up	\$125.00	Ea/Day
DX Unit 1 ton	\$275.00	Ea/Day	Vehicle - Box Truck	\$175.00	Ea/Day
DX Unit 10 Ton	\$975.00	Ea/Day	Vehicle - Cargo Van	\$125.00	Ea/Day
DX Unit 25 Ton	\$1,225.00	Ea/Day	Vehicle - Mobile Command Center	\$500.00	Ea/Day
Flex Duct	\$25.00	Ea/Day	Vehicle - Onsite Recovery Trailer (53')	\$165.00	Ea/Day
Moisture Mapping Kit (**)	\$125.00	Ea/Day	Vehicle - Semi-Tractor	\$350.00	Ea/Day
Temporary Heat: 150k-200k BTU	\$750.00	Ea/Day	Vehicle - Trailer	\$125.00	Ea/Day
Temporary Heat: 200k-300k BTU	\$1,050.00	Ea/Day	Golf Cart/Utility	\$35.00	Ea/Day
Temporary Heat: 300k-450k BTU	\$1,250.00	Ea/Day			
Desiccant Door Kit - Total/one time charge	\$325.00	Per Opening			
Ode Control					
Airless Sprayer	\$125.00	Ea/Day			
Hydroxyl	\$300.00	Ea/Day			
Ozone Generator, Activated Oxygen	\$125.00	Ea/Day			

3% Small Tools Charge (i.e., Small tools charges are calculated on the "hands on" working labor dollars. This would include Supervisor and below classifications that are on site full-time.)

Scheduled prices do not include fuel; Fuel will be billed at cost plus 10% and 10%.

The Daily Rental Rate is charged for each calendar day equipment is utilized on a project, whether a partial day or complete day.

During the course of performance of work, SERVPRO may add additional equipment to the schedule.

SERVPRO® shall invoice the customer for the transportation of equipment and materials to the project, and for the return of equipment and materials back from the project at cost plus 10% and 10% for 3rd party vendors. Transportation by SERVPRO® Staff will be invoiced at the scheduled rates.

**HVAC Package includes: Negative Air Machine, Compressor, Portable Cleaner, and WIP Kit.

**Desiccant Package Unit includes: 5k Desiccant, 150kW Generator, Fuel Cell, Trailer, Distro Panel, Flex Duct/1 set, Power Cables/1 set.

**Moisture Mapping Kit includes: Thermal Hygrometer, Moisture Meter (with Probes), Thermal Imaging System

**Mobile Office Equipment includes the following: Portable computers, Monitors, tablets, applicable software, printers, scanners, general office equipment, etc.

Non-scheduled equipment rented for the benefit of the project will be billed at cost plus 10% and 10%.

Small Tools Itemized

Descriptions:

Adjustable Wrenches	Gang Boxes	Scrapers
Bar, Flat Pry	Generator Aux. Adapter 220 V	Shovels
Barrel Pumps	GFI Scraper, Long Handle	Siphone Pump
Blades - Replacement on all saws, sawalls, razor knives and demo	Hammers	Small Power Tools
Bolt cutters	Hand Sanitizer	Small Tools - pliers, screw drivers, etc.
Brooms (Corn, Street and Push)	Hand Truck	Smocks, Vests and T-shirts
Brushes - All types	Hog Rings	Spray Bottles and Triggers
Buckets - All types	Hot Rings/Pliers	Squeegees
Bulb, Replacement	Ice Chests	Staple Guns
Cell phones and all associated charges	Inventory Tags	Table
Chain 25' Length	Ladders - All Sizes	Tape Gun
Chain Saws - gas and electric	Laundry cost for reuse of rags will be paid at cost plus 10%	Tool Box
Chains	Laundry cost for Smocks - T-shirts, Etc.	Tool Kit (Mechanical)
Chairs	Locks	Trash Barrel
Chalk and Chalk Line	Mop Buckets	Unger Poles
Demo Tools	Mop Handles	Utility Knives
Dolly's (2 and 4 wheel)	Mop Wringers	Wash Tubs
Drill bit set	MSDS	Water Cooler
Drills	O2 Meters	Water Hose
Drinking Cups	Pallet Jacks - All Types	Water hose spray nozzle
Dust Pans	Pump Sprayers - all types including Hudson	Water Hose Y Connector
Dusters	Putty Knife	Water Retention Devices
Electric Heaters less than 15kw	Repair Kit - Hose, Airless, Electric	Wheelbarrow
Extension Cords	Rope 50", Nylon, Hemp	
Fire Extinguishers	Roto Zips	
First Aid Kits	Sanders	
Flash Lights	Saw, Demo	
Fuel Cans	Saw, Hack	
Funnel, Small	Scissors	

Small tools charges are calculated on the "hands on" working labor dollars. This would include Supervisor and below classifications that are on site full-time.

Schedule D: Reimbursables

Subcontract:

Subcontract includes various trades and site services required in the performance of the project and will be invoiced 10% Overhead and 10% Profit.

Equipment

Equipment rented for the benefit of the project will be billed at cost plus 10% and 10%.

SERVPRO® shall invoice the customer for the transportation of equipment and materials to the project, and for the return of equipment and materials back from the project at cost plus 10% and 10% for 3rd party vendors. Transportation by SERVPRO® Staff will be invoiced at the scheduled rates.

Schedule E: Miscellaneous

Materials:

Materials purchased for the benefit of the work will be billed at cost plus 10% and 10%.

Mobilization:

SERVPRO® shall be reimbursed for travel expenses and documented costs below:

- Hotel: Cost plus 10% and 10%.
- Per Diem: \$45 per person/per day or subject to local GSA rates, whichever is higher, plus 10% and 10%.
- Rented Vehicles: Cost plus 10% and 10%.
- Airfare: Cost plus 10% and 10%.
- Transportation: SERVPRO® will invoice the Customer for transportation of equipment and materials utilized for the benefit of the project at a cost plus 10% and 10%.
- Meals: Provided for General Labor for the benefit of the project will be charged at cost plus 10% and 10%.

General Provisions:

The rates contained in this schedule are exclusive of any associated permits or fees. Those permit costs and fees shall be billed by the company to the Customer, and shall be compensated for all such costs on the basis of actual costs incurred for such items plus 10% and 10%.

The rates contained in this schedule are exclusive of any Federal, State and Local Sales or Use Taxes.

Assignment of Contract: Periodically, SERVPRO® Franchise Operators will work in conjunction with other SERVPRO® Franchise Operators to perform necessary services. This agreement authorizes additional SERVPRO® Franchises to act on behalf of the SERVPRO® Franchise noted on this contract.

Bonding will be invoiced at 5% of job, as required.

Billing and Payment

Invoices generated in accordance with the SERVPRO® Time and Materials Schedule will be submitted periodically for work that has been performed. As such, all invoices are due and payable upon receipt and will be considered late 30 days after receipt of the invoice. If there any disputed charges on any invoice these should be clearly identified in writing within 30 days. Undisputed charges are due immediately and an additional 30 days will be allowed to resolve disputed charges. Interest charges will begin to accrue after 30 days for undisputed charges and after 60 days for the disputed charges at the rate of: 1) 1.5% per month or the maximum allowable by law, or 2) as specified in the terms and conditions of the applicable contract. Applicable collection Attorney fees will be charged for any services required as a result of delayed payment.

Agreed and accepted on this the _____ day of _____, 20____.	
Client's Signature	Provider's Signature
Printed Name	Franchise Legal Name
Street Address	d/b/a SERVPRO® of
City, State and Zip	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership or <input type="checkbox"/> Sole Proprietorship Entity Type

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of television airtime for use by the Parks + Rec Department to Charter Communication Holdings, LLC, dba Spectrum Reach, at an actual cost to the County not to exceed \$25,050.00.

RESOLUTION NO. 21250, April 24, 2023

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Parks + Rec Department's marketing campaign primarily focuses on the medium of television to promote attractions and events while creating awareness for the Department's Parks + Rec logo and brand; and,

WHEREAS, the Director of Parks + Rec recommends a contract for airtime with Charter Communication Holdings, LLC, dba Spectrum Reach, which will include thirty-second cable ads placed on a variety of cable networks throughout Jackson County, as well as metro-wide advertising; and,

WHEREAS, the campaign includes thirty-second ads on non-traditional viewing platforms including on-demand, mobile devices, AT&T, and DIRECTV, and select third-party network apps; and,

WHEREAS, the Director of Parks + Rec, after conducting research on the availability of the needed services in the Jackson County market, recommends the award of this contract to Charter Communications Holdings, as only its Spectrum Reach program offers the capability of combining cable television airtime with non-traditional viewing platforms such as on-demand viewing, mobile devices, DIRECTV, and third-party applications; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Directors of Parks + Rec and Finance and Purchasing recommend the award of the contract for the required television airtime to Charter Communication Holdings, LLC, dba Spectrum Reach, at an actual cost to the County in the amount of \$25,050.00, as a sole source purchase; and,

WHEREAS, award as a sole source is appropriate as only Charter Communication Holdings, LLC, dba Spectrum Reach, is capable of providing these specific services; now therefore,

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

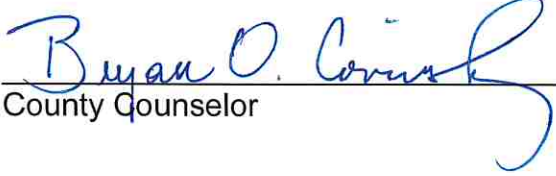
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21250 of April 24, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 003 1601 56210
ACCOUNT TITLE: Park Fund
Director of Parks
Advertising
NOT TO EXCEED: \$20,000.00

ACCOUNT NUMBER: 300 1670 56210
ACCOUNT TITLE: Park Enterprise Fund
Special Events
Advertising
NOT TO EXCEED: \$5,050.00

4/20/2023
Date


Chief Administrative Officer

Request for Legislative Action

Res. #21250
Sponsor: Charlie Franklin
Date: April 24, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21250
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	4/24/2023

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing a Sole Source Purchase with Charter, DBA Spectrum Reach, for the 2023 Parks + Rec Marketing Program.

Request Summary
<p>Jackson County Parks + Rec welcomes over 1.5 million visitors annually to our parks, lakes, and special events. With an \$8 million Enterprise Operation, it is essential to connect with a diverse audience to attract patrons to our revenue attractions. With a limited budget, our marketing program includes outreach through multiple media platforms targeting Jackson County residents and potential customers where they are consuming media. Consumers use a variety of devices such as TVs, tablets, and other mobile devices, to access cable television, online video, and streaming services. These efforts maximize “return-on-investment” by generating awareness and revenue for ongoing programming, events, and facility operations.</p> <p>Parks + Rec and the Purchasing Department have researched advertising on cable television in Jackson County, along with message delivery metro-wide on mobile devices, third-party apps, and OnDemand programming. We have found that, while we could buy some “one-off” specific programming, we cannot access the inventory and market exposure that Charter, DBA Spectrum Reach, is able to provide.</p> <p>Spectrum Reach can deliver the best coverage of cable households throughout Jackson County, and they are the only provider with additional access to Comcast, AT&T and Direct TV consumers. This expenditure is consistent with Chapter 1030.1 of the Jackson County Code – Sole Source.</p> <p><u>2023 CAMPAIGN</u></p> <p>COMMERCIALS, STREAMING, ON-LINE VIDEO & DISPLAY ADS - \$22,000</p> <ul style="list-style-type: none">• Campaign Dates: May 29 – August 27, 2023• Creative: Three 15-second commercials focusing on Beaches, Boating and Golf.• Strategy: Our commercials will be rotated and “bookended,” meaning we will be the first and last spots in a commercial set. The benefit being, even if a viewer is fast-forwarding through commercials, they will see our spot/s.• Target Geography: Jackson County, MO + select zips in Johnson County, KS• Target Audience: Adults 25-54, Family & Kids, Lifestyle & Entertainment, Outdoor Activities Enthusiasts <p>Recommendation:</p> <ul style="list-style-type: none">• 4,786 :15 “bookended” commercials on Television networks including: BET, BRAVO, COMEDY CENTRAL, DISCOVERY, FX, FOOD, HALLMARK, LIFETIME, TBS, TNT, USA, and in-game ROYALS

Request for Legislative Action

<p>BASEBALL, delivering 322,613 *impressions.</p> <ul style="list-style-type: none"> 176,470 *impressions or views through streaming devices (Hulu, Roku, Apple TV, Chromecast, etc.) 149,222 *impressions or views on premium online video pre-roll. Websites include kansascity.com, kshb.com, espn.com, active.com. All online video impressions are served in a brand safe environment. 300,000 additional impressions through online display ads on above sites to enhance Sweepstakes Promotion (detailed below.) <i>*An impression is when a user sees an advertisement, which occurs any time a user opens an app or website, and an advertisement is visible.</i> <p>ADDED VALUE - \$18,625 Value, at no charge.</p> <p>SWEEPSTAKES PROMOTION – \$10,000</p> <p>Dates: May 22- June 19; winner to be selected on or about 6/20/23</p> <p>Promotional Support: Minimum of 300 spots, website graphics and social content creation, driving traffic to the Parks + Rec website, www.makeyourdayhere.com to enter to win a Parks + Rec Staycation Package to include camping, pontoon rental, golf for two, passes to beaches and historic sites. Parks + Rec will receive opt-in information from the promotion including name, phone, email.</p> <p>PLUS... Additional Added Value - \$8,625 at no charge</p> <ul style="list-style-type: none"> 250 commercials per zone (3 total zones) running throughout the campaign on demo-appropriate networks. (\$7,500 Added Value) 100 Spectrum Sports - \$1,000 Added Value Production of 1 network taggable spot - \$125 Value <p>PRODUCTION – \$3,050</p> <p>The Spectrum Reach Creative Team will produce two new :15 commercials over two days, June 16 & 17, weather permitting, to include drone footage of Beaches, Boating and Golf Course. (Up to 10 hours filming + 3 hours editing per spot)</p>

Contact Information			
Department:	Parks + Rec	Submitted Date:	4/12/2023
Name:	Marcy Caldwell	Email:	mcaldwell@jacksongov.org
Title:	Event + Marketing Coordinator	Phone:	816-503-4831

Budget Information	
Amount authorized by this legislation this fiscal year:	\$25,050
Amount previously authorized this fiscal year:	!Unexpected End of Formula
Total amount authorized after this legislative action:	\$25,050
Is it transferring fund?	No
Single Source Funding:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
003 (Park Fund)	1601 (Director of Parks)	56210 (Advertising)	\$20,000
300 (Park Enterprise Fund)	1670 (Special Events)	56210 (Advertising)	\$5,050

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20996	June 21, 2022
20146	April 23, 2019

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

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

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

Request for Legislative Action

History

Submitted by Parks + Rec requestor: Marcy Caldwell on 4/12/2023. Comments:

Returned for more information by Department Approver Michele Newman on 4/12/2023 2:36:45 PM.
Comments: Please male Park Enterprise Account \$5050

Submitted by Requestor Marcy L. Caldwell on 4/12/2023 2:41:31 PM. Comments:

Approved by Department Approver Michele Newman on 4/12/2023 3:27:58 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/12/2023 3:42:37 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 4/12/2023 5:13:25 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 4/13/2023 9:12:16 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 4/13/2023 12:05:08 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/20/2023 10:45:59 AM. Comments:



JACKSON COUNTY
Parks + Rec

22807 Woods Chapel Road
Blue Springs, Missouri 64015
MakeYourDayHere.com

Michele Newman, Director
(816) 503-4800
Fax: (816) 795-1234

MEMORANDUM

To: Barbara Casamento, Purchasing Administrator
From: Michele Newman, Director, Parks + Rec
Date: April 13, 2023
Subject: Sole Source Recommendation/Charter dba Spectrum Reach

Jackson County Parks + Rec serves over 1,500,000 visitors annually at our parks, lakes, and recreational facilities. Our Enterprise program, which includes revenue-generating centers such as the marinas, campgrounds, and golf course, relies on a robust marketing program to reach the citizens of Jackson County. Our marketing campaign includes online, print, radio, streaming, and television platforms.

To make the best use of our limited marketing dollars, Parks + Rec researched and evaluated cable television advertising opportunities in Jackson County, including traditional cable marketing, as well as message delivery on other cable-connected platforms, such as Mobile Devices, Third Party Apps, and On Demand programming. Our research found that there is only one provider that can provide the specific services, and reach the diverse audience, that we require to deliver our cable message, and that is Charter dba Spectrum Reach.

Spectrum is the largest multi-screen cable advertising partner in the Kansas City Market, with exclusive access to Comcast, AT&T, Dish, DirectTV and DirectTV Streaming households. No other cable provider can offer this type of multi-platform programming. Spectrum is a “one-stop shop,” with the ability to reach all of these systems and networks, both county and metro-wide. Not only does Spectrum Reach have over 450,000 cable subscribers in the Kansas City market, their reach is unmatched across every device, with exclusivity to the Spectrum Reach App/VOD and Satellite/Telco providers, and streaming networks such as Roku, Sling and Pluto. They have a reach of up to 97% of adults, 18+, in the greater metropolitan area, plus Streaming TV.

Monthly reports and analytics are available to us through Spectrum Reach’s Audience Trak Dashboard, to track the return on our investment. No other cable operators in the area can provide the access that Spectrum Reach does, across numerous multi-media platforms. While we could buy some specific one-off programming with other providers, we cannot access the far-reaching inventory that Spectrum Reach is able to produce.

Below is a summary of the other providers that were evaluated:

- Consolidated Communications – 10,000-12,000 homes in Johnson County only •
- Vyve –1,000-1,100 homes Atchison only • Vyve – less than 300 homes in Garnett • Vyve – less than 500 homes in Ottawa
- United Fiber – less than 3,000 homes in St. Joseph
- Prime Media – only covers Wichita and Topeka –

<https://primemediaproductions.com/videoadvertising/coverage-areas>

- Google Fiber TV is no longer a provider in the market as of last April. They had roughly 30,000 homes when they shut down, and Spectrum picked up most of those homes last year.

You have shared with us that the Purchasing Department has also researched this information, with similar findings. For these reasons, we are requesting that Spectrum Reach be considered a Sole Source, as none of the other providers can access the inventory and provide the impact that Spectrum Reach is able to offer. Thank you for your consideration.



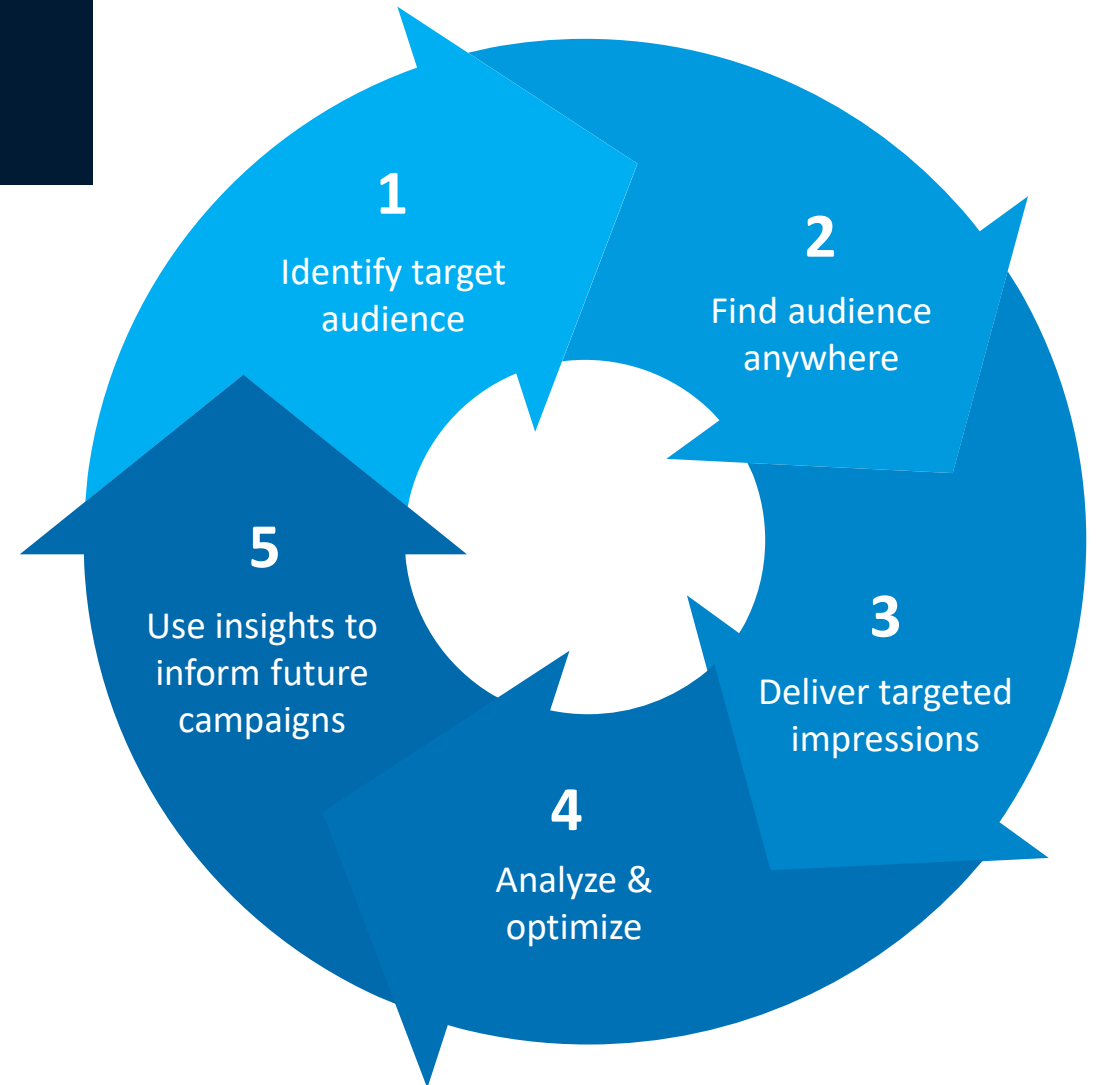
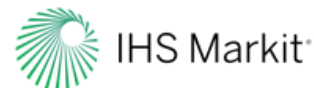
Frank White, Jr., County Executive



2023 Custom Recommendation

Data is in our DNA

Our proprietary first-party viewership data from **30 million households** and leading third-party insights from **70 data partners** to **find and reach** your audience, and **measure** performance.



Through Our Portfolio Of Products Spectrum Reach Can Connect Businesses...



...with nearly **100% of consumers**

Streaming TV

Streaming TV without limits.

Reach anyone, anywhere, on any screen.



Extensive Reach

Reach streaming consumers anywhere on over **450+ networks and publishers**, including the **Spectrum TV App, Spectrum News App**, VOD, with priority placement for your message.

Data-informed Targeting

Find the right audience using our **first-party viewership data** to inform **Audience** and precise **Addressable** targeting to maximize your spend.

Brand Safety Standards

We are **TAG Platinum Certified, Moat verified**, and partner directly with premium programmers to deliver on full-episodic, brand-safe content to reach the quality viewers you want.

Transparent Reporting

Measure your campaign performance with access to detailed metrics **24/7** on our **AudienceTrak** dashboard.

Reach our footprint and beyond...





Streaming TV

Spectrum
REACH®

Audience: Adults 25-54,
HHI \$50k+

Reach your audience where they watch most

Sample networks*

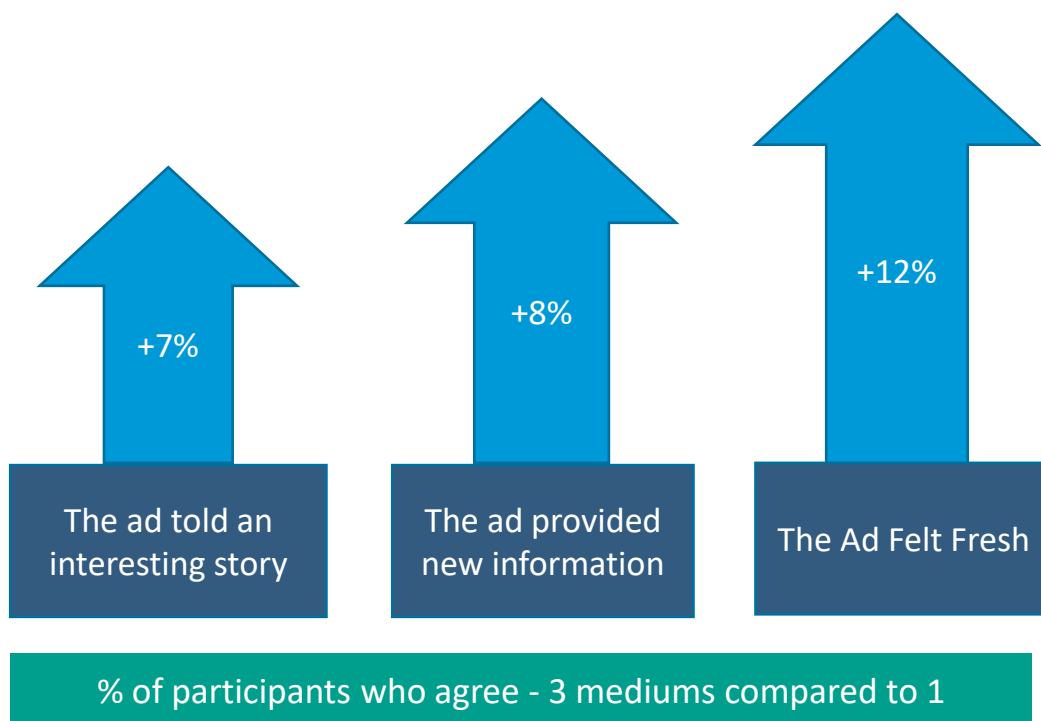


*Networks listed are not all inclusive and are subject to change.

What does multiscreen video do for brands?

Multiscreen Increases Ad Attention

When it comes to multiscreen campaigns: the more mediums - the greater the impact on ad attention and storytelling

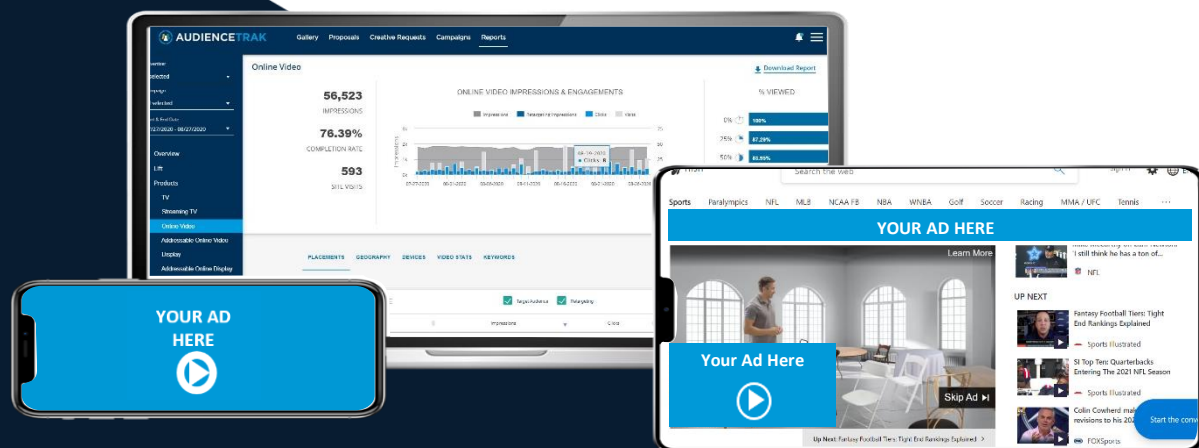


A multiscreen campaign featuring linear + streaming + mobile **increases ad attention and engagement metrics.**

Online Video

Expand Your Video Message

Reinforce your TV campaign with engaging video across all screens.



Reach your target audience

Our Spectrum internet household data, matched with data from our partners, targets your best audience to maximize your ad spend and reach your target audience anywhere.

Data-driven technology

Build an effective campaign based on your goals and desired geography with our proprietary data-driven platform.

Reduce fraud and invalid traffic

Advertise confidently knowing Spectrum Reach is a TAG platinum member, and proves that we adhere to the highest brand safety standards.

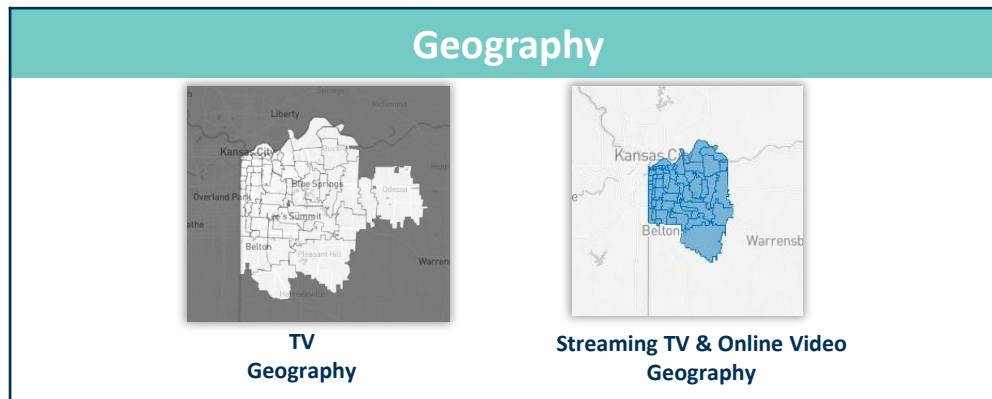
Transparent reporting

Measure your results with access to detailed campaign metrics including ad placement by site, device type, engagement, video completion rate and more.

Spectrum Reach Custom Recommendation

3 Month Multiscreen Proposal

Jackson County Parks & Rec Summer 2023 Plan					
Products	Audience	Geography	Flight	Impressions	Gross Investment
TV	A25-54	East, Central and ATT Central Zones	June – August 2023	322,613 impressions	\$10,315
Streaming TV	A 25-54, HHI \$50k+	Jackson County + Select Johnson County Zip Codes	June – August 2023	176,470 impressions	\$6,000
Online Video	A25-54, HHI \$50K+, Family and Kids, Outdoor Activities Enthusiasts	Jackson County + Select Johnson County Zip Codes	June – August 2023	149,222 impressions	\$2,685
Online Display to Enhance Sweepstakes	A25-54, HHI \$50K+, Family and Kids, Outdoor Activities Enthusiasts	Jackson County + Select Johnson County Zip Codes	May 2023	300,000 impressions	\$3,000
Production	Shooting on Friday and Saturday – up to 5 hours each day. Additional charge for Weekend shoot Editing – Approx 3 hours each., VO provided by Michele and/or Frank. Drone - \$500/half day. \$1275 for each spot + \$500 for drone				\$3,050
Added Value	250 commercials per zone (3 total zones) running throughout the campaign on demo appropriate networks - \$7500 value 100 Spectrum Sports no charge spots – \$1,000 value Production of 1 network taggable spot –\$125 value Sweepstakes promotion in May - \$10,000 value includes a min. of 300 spots, graphic creation for website and social and social content creation				\$0
				948,305 impressions	\$25,050 Gross Total



MEASURE

Audience Delivery: the background and behavior selected was used to identify your ideal target customer.

Performance & Transparency: 24/7 access with detailed metrics allows you to view campaign impressions, geography and creative to refine strategy as needed.

Client/Agency Signature _____

Spectrum Reach Signature _____

Date _____



MEASURE Performance





























Our exclusive reporting platform, AudienceTrak, is directly accessible to our clients and is the only ad platform that is transparent, down to the source of every impression from TV and digital campaigns.

Key performance indicators include:

- Upcoming TV Airings
- Verified TV Airings by Creative, Zone, Network, Program
- Site Visits*
- Total Impressions
- Total Engagements
- Top Creative Performance
- Geographic Performance
- Device Level Performance
- Video Completion Rates
- Site Placement
- Brand Lift Reporting*

*Applicable for Display and Online Video only.



	DISC	DISC	M-Su	06:00PM	12:00AM	05/29/23	08/27/23	13	10	:15	\$1.50	130	\$195.00	247	10	10	10	10	10	10	10	10	10	10	10	10	10
	FOOD	FOOD	M-Su	10:00AM	06:00PM	05/29/23	08/27/23	13	10	:15	\$1.00	130	\$130.00	166	10	10	10	10	10	10	10	10	10	10	10	10	10
	FOOD	FOOD	M-Su	06:00PM	12:00AM	05/29/23	08/27/23	13	10	:15	\$6.50	130	\$845.00	297	10	10	10	10	10	10	10	10	10	10	10	10	10
	FX	FX	M-Su	06:00PM	12:00AM	05/29/23	08/27/23	13	10	:15	\$1.00	130	\$130.00	220	10	10	10	10	10	10	10	10	10	10	10	10	10
	HALL	HALL	M-Su	06:00PM	12:00AM	05/29/23	08/27/23	13	9	:15	\$5.50	118	\$649.00	110	10	10	10	10	10	10	10	8	8	8	8	8	8
	HGTV	HGTV	M-Su	10:00AM	06:00PM	05/29/23	08/27/23	13	10	:15	\$3.00	130	\$390.00	157	10	10	10	10	10	10	10	10	10	10	10	10	10
	LIF	LIFE	M-Su	06:00PM	12:00AM	05/29/23	08/27/23	13	10	:15	\$2.50	130	\$325.00	115	10	10	10	10	10	10	10	10	10	10	10	10	10
	TBSC	TBS	M-Su	10:00AM	06:00PM	05/29/23	08/27/23	13	9	:15	\$1.50	128	\$192.00	264	8	10	10	10	10	10	10	10	10	10	10	10	10
	TBSC	TBS	M-Su	06:00PM	12:00AM	05/29/23	08/27/23	13	10	:15	\$5.00	130	\$650.00	315	10	10	10	10	10	10	10	10	10	10	10	10	10
	TBSC	TBS	M-Su	06:00PM	12:00AM	05/29/23	08/27/23	13	8	:15	\$5.00	104	\$520.00	315	8	8	8	8	8	8	8	8	8	8	8	8	8
	TNT	TNT	M-Su	06:00PM	12:00AM	05/29/23	08/27/23	13	4	:15	\$2.00	52	\$104.00	224	4	4	4	4	4	4	4	4	4	4	4	4	4
	FMWM	Royals Baseball	F	07:10PM	10:10PM	06/02/23	06/02/23	1	2	:15	\$25.00	2	\$50.00	1,573	2	0	0	0	0	0	0	0	0	0	0	0	0
	FMWM	Royals Baseball	Tu	05:40PM	08:40PM	06/06/23	06/06/23	1	2	:15	\$25.00	2	\$50.00	1,573	0	2	0	0	0	0	0	0	0	0	0	0	0
	FMWM	Royals Baseball	Sa	03:05PM	06:05PM	06/10/23	06/10/23	1	2	:15	\$25.00	2	\$50.00	1,573	0	2	0	0	0	0	0	0	0	0	0	0	0
	FMWM	Royals Baseball	Su	12:35PM	03:35PM	06/11/23	06/11/23	1	2	:15	\$25.00	2	\$50.00	1,573	0	2	0	0	0	0	0	0	0	0	0	0	0
	FMWM	Royals Baseball	Sa	03:10PM	06:10PM	06/17/23	06/17/23	1	2	:15	\$25.00	2	\$50.00	1,573	0	0	2	0	0	0	0	0	0	0	0	0	0
	FMWM	Royals Baseball	M	05:40PM	08:40PM	06/19/23	06/19/23	1	2	:15	\$25.00	2	\$50.00	1,573	0	0	0	2	0	0	0	0	0	0	0	0	0
	FMWM	Royals Baseball	Tu	05:40PM	08:40PM	06/20/23	06/20/23	1	2	:15	\$25.00	2	\$50.00	1,573	0	0	0	2	0	0	0	0	0	0	0	0	0
	FMWM	Royals Baseball	Th	05:40PM	08:40PM	06/22/23	06/22/23	1	2	:15	\$25.00	2	\$50.00	1,573	0	0	0	2	0	0	0	0	0	0	0	0	0
	FMWM	Royals Baseball	W	07:10PM	10:10PM	06/28/23	06/28/23	1	2	:15	\$25.00	2	\$50.00	1,573	0	0	0	0	2	0	0	0	0	0	0	0	0
	FMWM	Royals Baseball	Tu	01:10PM	04:10PM	07/04/23	07/04/23	1	2	:15	\$25.00	2	\$50.00	1,573	0	0	0	0	0	2	0	0	0	0	0	0	0
	FMWM	Royals Baseball	Su	01:10PM	04:10PM	07/16/23	07/16/23	1	2	:15	\$25.00	2	\$50.00	1,573	0	0	0	0	0	0	2	0	0	0	0	0	0
	FMWM	Royals Baseball	Sa	12:05PM	03:05PM	07/22/23	07/22/23	1	2	:15	\$25.00	2	\$50.00	1,573	0	0	0	0	0	0	0	2	0	0	0	0	0
	FMWM	Royals Baseball	Tu	06:10PM	09:05PM	07/25/23	07/25/23	1	2	:15	\$25.00	2	\$50.00	1,573	0	0	0	0	0	0	0	0	2	0	0	0	0
	FMWM	Royals Baseball	Th	01:10PM	04:10PM	08/03/23	08/03/23	1	2	:15	\$25.00	2	\$50.00	1,573	0	0	0	0	0	0	0	0	0	2	0	0	0
	FMWM	Royals Baseball	Th	06:10PM	09:10PM	08/10/23	08/10/23	1	2	:15	\$25.00	2	\$50.00	1,573	0	0	0	0	0	0	0	0	0	0	2	0	0
	FMWM	Royals Baseball	Th	01:10PM	04:10PM	08/17/23	08/17/23	1	2	:15	\$25.00	2	\$50.00	1,573	0	0	0	0	0	0	0	0	0	0	0	2	0
	FMWM	Royals Baseball	Su	03:10PM	06:10PM	08/27/23	08/27/23	1	2	:15	\$25.00	2	\$50.00	1,573	0	0	0	0	0	0	0	0	0	0	0	0	2
Grand Total												4,786	\$10,315.00	134	368	384	372	384	372	372	368	364	364	358	358	358	

ABBREVIATED DISCLOSURES FOR PRINT ADVERTISING, INTERNET & MARKETING MATERIALS:

NO PURCHASE NECESSARY. Sweepstakes begins on or about May 8, 2023 at 12:00 a.m. CT and ends on June 4, 2023 at 11:59 p.m. CT. Open only to legal U.S. residents who are 21 years of age or older and reside in the who reside in the Kansas City designated market area. See Official Rules at <https://spectrumreach.secondstreetapp.com/Jackson-County-Parks--Rec-Staycation-Sweepstakes/> for additional eligibility restrictions, prize descriptions/restrictions/ARVs and complete details. Odds of winning depend on the number of eligible entries received. Void where prohibited.

ABBREVIATED DISCLOSURES FOR TELEVISION:

NO PURCHASE NECESSARY. Sweepstakes ends June 4, 2023 at 11:59 p.m. CT. Open only to legal U.S. residents who are 21+ and reside in the Kansas City designated market area. Complete Official Rules at <https://spectrumreach.secondstreetapp.com/Jackson-County-Parks--Rec-Staycation-Sweepstakes/>

CHARTER COMMUNICATIONS
Jackson County Parks + Rec Staycation Sweepstakes
OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS APPLY. THIS SWEEPSTAKES IS VOID WHERE RESTRICTED OR PROHIBITED BY LAW.

1. **ELIGIBILITY:** The Jackson County Parks + Rec Staycation Sweepstakes (“Sweepstakes”) is open only to legal residents of the United States, who reside in the Kansas City designated market area as determined by Nielsen Company and are twenty-one (21) years of age or older at the time of entry. Employees, officers and directors (and their immediate families or those living in the same household) of Jackson County, MO or Sponsor (as identified in Section 13 below) and its respective affiliates, subsidiaries, divisions, parent and related companies, suppliers, printers and advertising, promotional agencies (the “Sweepstakes Entities”) are not eligible to enter or win. Sweepstakes is void where prohibited by law. In order to be eligible, you must follow these Sweepstakes Official Rules (“Official Rules”). Failure to comply with these Official Rules may result in ineligibility.
2. **HOW TO ENTER:** Sweepstakes begins at 12:00 a.m. Central Time (“CT”) on May 8, 2023 and ends at 11:59 p.m. CT on June 4, 2023 (the “Sweepstakes Period”). You may enter the Sweepstakes as follows:
 - a. **ON-LINE ENTRY METHOD:** During the Sweepstakes Period, visit the website <https://www.makeyourdayhere.com/Home> (the “Website”), follow the on-screen instructions to complete the entry form with the information requested, view the rules at <https://spectrumreach.secondstreetapp.com/Jackson-County-Parks--Rec-Staycation-Sweepstakes/> and click “Submit Entry” to submit your entry and receive one (1) entry into the Sweepstakes. You may enter the Sweepstakes only once. All requested information on the entry form at the Website must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. You may be required to register or to otherwise provide some or all of the following information: your name, address, city, state, zip code, telephone number, age and e-mail address and general information about your knowledge of Sponsor or Jackson County’s programming and services. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of such entry. Except as contemplated in these Official Rules, personal information collected in connection with this Sweepstakes will be used in accordance

with the privacy policy found on the Website, including, without limitation, our sharing of your information with the Sweepstakes Entities listed herein for marketing purposes.

NOTE: Online entrant must be the registered subscriber of the email account by which the entry is made. In the event of a dispute as to the entries submitted by multiple users having the same e-mail account, the authorized subscriber of the e-mail account (as specified by the Internet Service provider) used to enter the Sweepstakes at the actual time of entry will be deemed the entrant. Entries made by any individual or any entity other than the named entrant and/or originating at any other Internet Website, including (but not limited to) commercial sweepstakes subscription notification and/or entering service are void.

3. **PRIZE AND APPROXIMATE RETAIL VALUE:** There will be one (1) Prize awarded. The Prize consists of: two (2) nights at Longview Lake, Blue Springs Lake, or Lake Jacomo Campground. Concrete Premier Hook-Up. Expires September 30, 2023, a \$90 value, Full-Day Pontoon Rental on Longview Lake, Blue Springs Lake, or Lake Jacomo (gas not included). Expires September 1, 2023, a \$325 Value. Golf for Two with Cart at the Fred Arbanas Golf Course. Valid weekdays and after 1 pm, Saturday or Sunday, a \$116 Value. Passes for Four to Longview Lake Beach or Blue Springs Lake Beach. Expires September 4, 2023, a \$32 Value. Passes for Four to Missouri Town Living History Museum or Fort Osage National Historic Landmark. Expires October 1, 2023, a \$32 Value. The approximate total retail value of the Prize is \$595. All federal, state, and local tax liabilities are the sole responsibility of the Winner. No transfer, substitution, or cash equivalent for the Prize permitted, except by Sponsor in its sole discretion.

Transportation to redeem the Prize will be the winner's sole responsibility. Tickets/certificates for the Prize components must be used prior to the expiration dates specified above. Tickets/certificates are subject to certain terms and conditions as specified thereon. Winner and their guests must comply with all venue rules and regulations. Failure to do so may result in forfeiture of Prize.

4. **RANDOM DRAWING:** At the end of the Sweepstakes Period, one (1) potential Prize Winner will be selected in a random drawing from among all eligible entries received in accordance with the deadlines stated herein, by Sponsor, whose decision is final and binding in all matters relating to the Sweepstakes. The potential Prize Winner will be notified by telephone and/or e-mail, using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the Prize or Prize notification email is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her Prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of the Prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential Prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the Prize for any reason prior to award, such potential Prize winner will be disqualified and an alternate Prize winner may be selected.
5. **PRIZE CONDITIONS:** No cash alternative or substitution for any Prize will be required. If necessary due to unavailability of any portion of the Prize, a prize of equal or greater value may be awarded at the discretion of the Sponsor. Prize is not transferable, assignable or redeemable for cash. Winner will be required to execute and return an Affidavit of Eligibility/Release of Liability/Publicity Release within two (2) days of issuance. Failure to return all required documents in this time period may result in the Winner being disqualified and an alternate Winner selected. By entering this Sweepstakes and/or accepting the Prize, Winner and entrant hereby consent (except where prohibited by law) to the reasonable use by Sponsor and Jackson County, MO of the Winners' and entrants' photograph, voice, likeness and/or image, hometown address, contents of the entry form and the name and age of the Winners and entrants without any further compensation for any future promotional activity related to this Sweepstakes.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any portion(s) of the Prize furnished by third parties in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED "AS IS"

WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. IN THE EVENT THAT ANY PORTION OF THE PRIZE IS CANCELLED OR RESCHEDULED FOR ANY REASON, SPONSOR HAS NO LIABILITY TO ANY ENTRANT OR WINNER WITH RESPECT THERETO.

6. **ODDS OF WINNING:** The odds of winning the Prize depends on the total number of eligible entries received for the Sweepstakes and are equal regardless of method of entry.
7. **CONDUCT OF PARTICIPATION:** By entering the Sweepstakes, entrant affirms that he or she has read and agrees to abide by these Official Rules and the decisions of the Sponsor. Sponsor reserves the right to disqualify any entrant acting in violation of the Official Rules or found tampering with the entry process or with the operation of the Sweepstakes or the Website. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE, OR ANY WEBSITE RELATED TO SPONSOR OR THE SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.
8. **LIMITATIONS OF LIABILITY:** The Sweepstakes Entities are not responsible for any incorrect or inaccurate entry information, theft, tampering, destruction, or unauthorized access to, or alteration of entries; printing or other errors; and any entries or mail which are late, lost, delayed, incomplete, misdirected, stolen, mutilated, illegible, postage due or any combination thereof. Sponsor reserves the right to modify, suspend or terminate the Sweepstakes for any reason, including in the event that it becomes necessary due to circumstances beyond Sponsor's control. In the event the Sweepstakes is terminated early, a winner may be selected from all eligible entries received at the time of termination in a random drawing. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
9. **RELEASE OF LIABILITY:** By participating, Winner, winner's guests and entrants agree to release, discharge, indemnify and hold harmless the Sweepstakes Entities from and against any claims made by the Winner, entrants or any other third parties, including guests of winner related in any way to the Prize or the operation of this Sweepstakes, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes.
10. **DISPUTES:** Entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in St. Louis City, Missouri; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Missouri for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or

the rights and obligations of entrant or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of Missouri, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Missouri, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri.

11. **WINNER LIST:** For an Official Winner List (available after June 30, 2023) or a copy of these Official Rules, send a self-addressed, stamped envelope to: Spectrum Reach, “Jackson County Staycation Sweepstakes” - WINNER - or - OFFICIAL RULES (please specify), c/o Marketing, 9225 Indian Creek Parkway, Suite 500, Kansas City, MO 66210. All requests for Official Rules must be received by June 4, 2023. Official Rules also available at <https://spectrumreach.secondstreetapp.com/Jackson-County-Parks--Rec-Staycation-Sweepstakes/>
12. **ENTRANT’S PERSONAL INFORMATION:** Information collected from entrants is subject to the Sponsor’s Privacy Policy which can be found at www.spectrum.com.
13. **SPONSOR:** Charter Communications Operating, LLC. 9225 Indian Creek Parkway, Suite 500, Kansas City, MO 66210.

THIS SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an agreement with the Independence Chamber of Commerce for use of the County's parking lots and other property located in and around the Independence Square for the upcoming Santa-Cali-Gon Days Festival, at no cost to the County.

RESOLUTION NO. 21251, April 24, 2023

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Independence Chamber of Commerce has requested the use of the County's parking lots located at W. Kansas Ave. and N. Osage St., and other nearby County properties, for the upcoming Santa-Cali-Gon Days Festival to be held Monday, August 28, 2023, through Wednesday, September 6, 2023, on the historic Independence Square; and,

WHEREAS, the Administration recommends the approval of this request, with specific contingencies including a certificate of liability insurance and restoration of the parking lots and grounds surrounding the Historic Truman Courthouse to their original condition (free of debris and in good repair) no later than 7:00 a.m. on the first business day following the event; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the request of the Independence Chamber of Commerce be and hereby is approved and that the County Executive is hereby authorized to execute the attached agreement with the Independence Chamber of Commerce.

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. 21251 of April 24, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

COOPERATIVE AGREEMENT

A **COOPERATIVE AGREEMENT** by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and **THE INDEPENDENCE CHAMBER OF COMMERCE**, 210 West Truman Road, Independence, MO 64051, hereinafter referred to as " the Chamber."

WITNESSETH

WHEREAS, the Chamber desires to use the County's parking lots and Historic Truman Courthouse grounds for Santa-Cali-Gon Days; and,

WHEREAS, these events are open to all residents in the unincorporated areas of the County and those residents of the other cities in Jackson County, Missouri; and,

WHEREAS, the parties agree to be bound by the terms and conditions set forth in this Agreement; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Chamber respectively promise, covenant, and agree with each other as follows:

1. Services

a. Chamber shall be entitled to use the County's parking lot located at Kansas and Osage Streets in Independence, Missouri from Monday August 28, 2023, through Wednesday, September 6, 2023.

b. County Associates shall have permission to use the parking lots at the First Christian Church, located at 125 S. Pleasant, Independence, MO, and at the Masonic Temple, located at 120 S. Pleasant, Independence, MO, beginning at 6

p.m. Monday, August 28, 2023, through 6 p.m., Friday, September 1, 2023, and from 12:01 a.m. Tuesday, September 5, 2023, to 6 p.m. on Wednesday, September 6, 2023.

c. During the week of August 21, 2023, representatives from the County and Chamber shall walk the parking lots and Historic Truman Courthouse grounds.

d. The Chamber agrees that no spike, rebar, stake or any other object will be hammered, pounded, or driven into the asphalt surface on the county parking lot,

e. The Chamber agrees to power wash the Historic Truman Courthouse steps, sidewalks, and retaining walls, using an environmentally friendly degreaser/soap detergent before Monday, September 11, 2023.

2. Payment The use of the parking lot shall be granted to the Chamber free of charge as the events are of use and benefit to the citizens of Jackson County, Missouri.

3. Insurance Chamber agrees that it or its agent will maintain liability insurance at its expense. This Certificate of Liability Insurance is to be issued by an insurance company, licensed to do business in the State of Missouri and acceptable to County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage. Chamber shall provide proof of insurance prior to each event.

4. Term The term of this Agreement shall commence August 1, 2023, and continue through September 29, 2023.

5. Default If Chamber shall default in the performance or observation of any term or condition herein, the County shall give Chamber ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after written notice thereof,

the County may at its election terminate the contract. Said election shall not in any way limit the County's right to sue for breach of contract.

6. Remedies for Breach Chamber agrees to faithfully observe and perform all of the term, provisions and requirements of this Agreement, and Chamber's failure to do so shall constitute a breach of this Agreement and in such event, Chamber consents and agrees as follows:

(1) The County may without prior notice to Chamber immediately terminate this Agreement; and,

(2) The County may seek any available remedy and may collect from Chamber all cost incurred by the County as a result of said breach, including reasonable attorney's fees, costs and expenses.

7. Severability If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reason of any rule of law or public policy, all other provisions and conditions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

8. Indemnification Chamber shall compensate County for any damage to County property due to any breach of contract or tortious conduct by Chamber or its agents, its officers, agents, employees, contractors or subcontractors on the County=s premises. Chamber shall indemnify, save harmless and defend County from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees), which it may hereafter incur, become responsible for or pay out, which was caused, in

whole or in part, by Chamber's or its agents breach of any term or provision of this agreement, or any negligent act or omissions or willful act of Chamber, its officers, agents, employees, contractors or subcontractors.

9. Conflict of Interest Chamber 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 Agreement.

10. Incorporation This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Cooperative Agreement as of the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

Bryan O. Covinsky
County Counselor

Frank White, Jr.
County Executive

ATTEST:

INDEPENDENCE CHAMBER OF
COMMERCE

Mary Jo Spino
Clerk of the Legislature

By _____
Executive Director

Request for Legislative Action

Resolution No.: 21251
Sponsor: Charlie Franklin
Date: April 24, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21251
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	4/24/2023

Introduction
Action Items: ['Authorize']
Project/Title:
Authorize the County Executive to sign a cooperative agreement with the Independence Chamber of Commerce for use of the County owned parking lots and Historic Truman Courthouse grounds on Monday August 28, 2023 through Wednesday, September 6, 2023 for the Annual Santa-Cali-Gon days.

Request Summary
This resolution authorizes the County Executive to execute a cooperative agreement with the Independence Chamber of Commerce for use of the county property in downtown Independence. This annual agreement allows for the use of County owned space to facilitate Santa-Cali-Gon Days Festival on Monday August 28, 2023 through Wednesday, September 6, 2023. There is no charge for the use of this space, but the Independence Chamber is asked to police the grounds for trash, food and concession debris and liter removal during the festival and restore all spaces to full public use at the conclusion of the event. An agreement similar to the attached agreement will be drawn up the County Counselor's Office.

Contact Information			
Department:	County Executive Office	Submitted Date:	4/10/2023
Name:	Christine Howard	Email:	CHoward@jacksongov.org
Title:	Executive Assistant	Phone:	816-881-3649

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

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20978	June 13, 2022

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

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

Fiscal Information
•

Request for Legislative Action

History

Submitted by County Executive Office requestor: Christine Howard on 4/10/2023. Comments: This legislative action does not impact the County financially and does not require Finance/Budget approval.

Approved by Department Approver Sylvya Stevenson on 4/13/2023 9:19:19 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 4/13/2023 9:30:21 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 4/13/2023 10:26:26 AM. Comments:

Not applicable by Budget Office Approver David B. Moyer on 4/13/2023 10:43:58 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 4/17/2023 9:33:48 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/20/2023 10:53:44 AM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Chairman of the Legislature to execute an Agreement for Municipal Financial Advisory Services with Stifel, Nicolaus & Co., Inc., of Kansas City, MO, for municipal financial advisory services to be provided to the Legislature through December 31, 2023, at a cost to the County not to exceed \$5,000.00.

RESOLUTION NO. 21252, April 24, 2023

INTRODUCED BY DaRon McGee, County Legislator

WHEREAS, the Legislature has a need to retain a qualified firm to provide to the Legislature municipal financial advisory services including financial analysis and debt structuring recommendations for the new detention center project and related facilities; and,

WHEREAS, Stifel, Nicolaus & Co., Inc. (Stifel), of Kansas City (Jackson County), MO, previously provided such services to the County during 2019 to 2021, and is qualified to provide these services to the Legislature in 2023, at a cost to the County not to exceed \$5,000.00; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Chairman of the Legislature be and hereby is authorized to execute an Agreement for Municipal Financial Advisory Services with Stifel for a term expiring on December 31, 2023, at a cost to the County not to exceed \$5,000.00, in a form to be approved by the County Counselor; and,

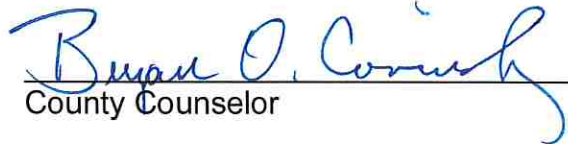
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment, on the Agreement.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21252 of April 24, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 0112 56012
ACCOUNT TITLE: General Fund
Legislature- As a Whole
Financial Advisory Services
NOT TO EXCEED: \$5,000.00



Date



Chief Administrative Officer

Request for Legislative Action

Resolution No.: 21252
Sponsor: DaRon McGee
Date: April 24, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21252
Sponsor(s):	DaRon McGee	Legislature Meeting Date:	4/24/2023

Introduction
Action Items: ['Authorize']
Project/Title:
Authorizing a contract with Stifel, Nicolaus & Co., Inc., of Kansas City, MO, for municipal Financial Advisory Services to be provided to the Jackson County Legislature in 2023, at a cost not to exceed \$5,000.00.

Request Summary
<p>Request for legislative action to authorize a contract with Stifel, Nicolaus & Co., Inc., for municipal financial advisory services related to the new Detention Facility Project by advising the Legislature regarding the financial analysis and debt structuring recommendation for the new Detention Facility Project and other related municipal market transactions.</p> <p>Scope of work to include advising the Legislature regarding the financial analysis and debt structuring recommendations including public or private financing plans or proposals made to the county for the new Detention Center Project (See Attachment).</p> <p>Fees for Financial Advisory Services will be billed at an hourly rate as follows:</p> <ul style="list-style-type: none">• Hourly Rate For: Director or Managing Director - \$350.00• Hourly Rate For: Associate/Analyst - \$150.00• Hourly Rate For: Administrative - \$75.00

Contact Information			
Department:	County Legislature	Submitted Date:	4/17/2023
Name:	Troy Thomas	Email:	Troy.Thomas@jacksongov.org
Title:	County Auditor	Phone:	816-881-3311

Budget Information	
Amount authorized by this legislation this fiscal year:	\$5,000
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$5,000
Is it transferring fund?	No

Request for Legislative Action

Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	0112 (Legislature as a Whole)	56012 (Financial Advisory Services)	\$5,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20997	June 21, 2022
20105	March 11, 2019
20500	September 21, 2020
20846	December 13, 2021

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

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

History

Submitted by County Legislature requestor: Troy Thomas on 4/17/2023. Comments: We are requesting this be expedited and placed on the Monday, April 24, 2023 Legislative Agenda.

Approved by Department Approver Mary Jo Spino on 4/17/2023 5:44:10 PM. Comments: mjs

Megan Marshall has agreed to be the sponsor.

Approved by Purchasing Office Approver Barbara J. Casamento on 4/18/2023 8:48:41 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 4/18/2023 9:01:43 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 4/18/2023 9:31:34 AM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 4/18/2023 2:29:41 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/20/2023 10:55:49 AM. Comments:

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: April 18, 2023

RES # 21252
eRLA ID #: 881

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
001 General Fund		
0112 Legislature - As a Whole	56012 Financial Advisory Services	\$ 5,000
		<u><u>\$ 5,000</u></u>

David Moyer
Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION of the Jackson County, Missouri Legislature (the “Legislature”) regarding the retention of a Financial Advisor to advise the Legislature regarding the Project described below.

RESOLUTION NO. , , 2023
INTRODUCED BY , , County Legislator

WHEREAS, Jackson County, Missouri (the “County”) intends to finance from the proceeds of one or more tax-exempt financing transactions for the County the costs of acquiring real estate for, constructing, improving, furnishing, and equipping a new detention center and related facilities (the “Project”); and

WHEREAS, such related facilities may include, but shall not be limited to, streets and roads, parking lots, signals and signage, storm drainage features, maintenance facilities and equipment, and trucks, vans, and other motor vehicles; and

WHEREAS, the Legislature deems it necessary and appropriate to retain independent financial analysis and advice regarding the terms and conditions of the proposed Project and the financing plan for the Project;

NOW THEREFORE BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby engages, retains and continues the services of Stifel, Nicolaus & Company, Incorporated as Financial Advisor regarding the Project (the “Engagement”) pursuant the following terms and conditions:

Scope of Work:

Stifel will perform the following services for the Legislature during the term of the Engagement:

- a. Advise the Legislature regarding the financial analysis and debt structuring recommendations for the Project and other related municipal market transactions (“Transactions”);
- b. Advise the Legislature regarding any public or private financing plans or proposals made to the County by the Design/Build Team, or other third-parties related to the Project;
- c. Advise the Legislature regarding bond counsel or underwriters’ counsel’s preparation of any preliminary and final official statements, offering memoranda, or term sheets for Transactions consistent with all federal and state requirements;
- d. Coordinate with consultants, accountants, bond counsel, other attorneys and staff in connection with Transactions;
- e. Advise the Legislature regarding financing time schedules, distribution of documents, preliminary and final official statement printing, wire-transfers of funds, deliveries of bonds and bonds closings;
- f. Advise the Legislature on the matter of bond rating(s) for any proposed issue and assist, if requested, in the preparation of credit information for submission and presentation to the rating agency(ies);

- g. Advise the Legislature regarding the County’s credit strategy, communications with the credit rating agencies, if any, and assist in preparation of materials related to communications with the credit rating agencies related to agency surveillance, as applicable;
- h. If requested, coordinate pre-pricing discussions of bond pricing and structuring, supervise the sale process, and advise on acceptability of offer to purchase bonds by the underwriters;
- i. If requested, assist the County and/or the Legislature in procuring any appropriate ancillary financing-related products and services including, credit enhancement (e.g., bond insurance), paying agent/registrar/trustee, escrow agent (if applicable), escrow investments, and other such products and services as County may deem necessary or desirable in connection with any financing;
- j. Attend County Legislative meetings and other County meetings, as requested, with reasonable advance notice;
- k. Provide such other services as are mutually agreed upon in writing by the Legislature and Stifel, including ongoing monitoring of refinancing as well as other future market opportunities.

County Legislature Obligations:

The County Legislature agrees that its staff and consultants will cooperate with Stifel and make available any data in the possession of the County necessary to perform Stifel’s financial advisory services described above in the Scope of Work and the regulatory obligations as described in Exhibit A below.

Regulatory Disclosures:

The County Legislature is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission’s adopted rule commonly known as the “Municipal Advisor Rule” (SEC Rule 15Ba1-1 to 15Ba1-8) (“the Rule”). Stifel will be serving as a municipal advisor to the County Legislature under the Rule, and this Resolution documents the municipal advisory relationship between Stifel and the County Legislature.

MSRB Rule G-42 requires that a municipal advisor provide its client with certain written disclosures. Please see Exhibit A for these disclosures.

Compensation:

Ongoing Services Fee: Stifel’s fee for analysis and consulting work under the Engagement will be computed at the following hourly rates and will be paid by the County within thirty (30) days of receipt of an invoice from Stifel:

Hourly rate for: Director or Managing Director	\$350.00
Hourly rate for: Associate/Analyst	\$150.00
Hourly rate for: Administrative	\$75.00

Termination:

The Engagement is to continue until _____, 202_. For any ongoing Transaction for the Project that is scheduled to close within 6 months of the termination of the Engagement, the Engagement shall be extended until the closing of the Transactions and/or financings for the Project. This Engagement may be terminated at any time by the Legislature, upon 10 business days’ prior written notice to such effect to Stifel, or by Stifel upon 10 business days’ prior written notice to such effect to the County. In the event the Legislature terminates this Engagement as outlined herein, the County shall compensate Stifel for the professional fees incurred prior to termination.

Authorize to Direct Financial Advisor:

The following individuals have the authority to direct Stifel’s performance of its scope of work under the Engagement: the Chairman or Vice Chairman of the Jackson County Legislature.

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

Yeas _____

Nays _____

Date:

Clerk of Legislature

Abstaining _____

Absent _____

EXHIBIT A

Jackson County, Missouri Legislature

Financial Advisory Engagement

MSRB Rule G-42 Disclosures

As municipal advisor to the Jackson County Legislature (“you”, “your”), Stifel Nicolaus (“Stifel” or “we”) is subject to the rules of the Municipal Securities Rulemaking Board (MSRB), including MSRB Rule G-42. The rule directs us to make certain disclosures to you. Please review the following disclosures and contact your Stifel municipal advisor if you have any questions.

Our Duties as Your Municipal Advisor

Rule G-42 describes our basic duties to you. Most importantly, we owe you a fiduciary duty, the principal element of which is a duty of loyalty. Under the duty of loyalty, we are required to deal honestly and in the utmost good faith with you and to act in your best interests without regard to our financial or other interests. We may not serve as your municipal advisor if we believe that we have any conflicts of interest that we cannot manage or mitigate so that we can act in your best interests.

Rule G-42 also provides that we owe you a duty of care. As part of that duty, we must possess the degree of knowledge and expertise needed to provide you with informed advice. Also, under that duty, when we make recommendations to you or help you to evaluate the recommendations of others, we may need to ask questions to make sure that we have all the relevant facts.

Disclosure of Conflicts

Rule G-42 requires us to disclose to you any known material, actual or potential conflicts of interest that could reasonably be expected to impair our ability to provide you with advice, including any conflicts associated with contingent fee arrangements. As described in your Resolution approving and authorizing the Engagement, the payment of our fee will be contingent on the closing of the bond issue described in your Resolution and the amount of compensation will be based on the proceeds generated from the bond issue. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since we may have an incentive to recommend a transaction to you that is unnecessary or to recommend that the size of the bond issue be larger than is necessary. We mitigate that conflict of interest by tying compensation to total proceeds generated. We would, of course, be willing to discuss an alternative fee arrangement, if that is your preference.

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

Legal and Disciplinary Event Disclosures

Each firm that is registered as a municipal advisor with the U.S. Securities and Exchange Commission (SEC) is required to file Form MA with the SEC and update that form periodically and as events change. The firm is also required to file a Form MA-I for each of its employees who is engaged in municipal advisory activities. Stifel's most recent Form MA and the Form MA-1 for each current Stifel municipal advisor employee may be found on the SEC's EDGAR website using the following hyperlink:

<http://www.sec.gov/cgi-bin/browse-edgar?CIK=0000094403&owner=exclude&action=getcompany&Find=Search>.

Item 9 of Form MA requires each municipal advisor firm to disclose any criminal, regulatory violations, or self-regulatory violations and certain civil litigation. Because we are a broker-dealer firm, Form MA permits us to cross-reference to our Form BD, which is available on the website of the Financial Industry Regulatory Authority (FINRA), and our Form ADV, which is available on the SEC website. For your convenience, you may access our Form BD by using the following hyperlink: <http://brokercheck.finra.org/Firm/Summary/793>. You may access our Form ADV by using the following hyperlink: <https://www.adviserinfo.sec.gov/IAPD/IAPDSearch.aspx> and entering Firm 793 in the search field. Item 6 of each Form MA-I requires comparable disclosure about a municipal advisor individual, as well as customer complaint, arbitration, investigation, termination, financial, and judgment/lien disclosure. When an individual has a disciplinary history, Form MA-1 permits us to cross-reference to that individual's Form U-4. The disciplinary history on an individual's Form U-4 is accessible entering the individual's name in FINRA's "Broker-Check" service, using the following hyperlink: <http://brokercheck.finra.org/>.

In May 2020, Stifel, Nicolaus & Company, Incorporated (the Firm) entered into a Letter of Acceptance, Waiver and Consent (AWC) with the Financial Industry Regulatory Authority (FINRA) whereby the Firm without admitting or denying any specific findings, consented to findings that, from January 2012 through December 2016, the Firm failed to establish, maintain and enforce written supervisory procedures (WSPS) that were reasonably designed to achieve compliance with FINRA's suitability rule as it pertains to early rollovers of unit investment trusts (UITs). As a result the Firm violated NASD Rule 3010, FINRA Rule 3110, and FINRA Rule 2010. Additionally, the Firm consented to a further violation of FINRA Rule 2010 in connection with the sending of "switch letters" to customers containing inaccurate information about the costs they incurred as a result of the early UIT rollovers. The Firm agreed to pay a fine of \$1.75 million and restitution in the amount of \$1,891,188.13, plus interest. The FINRA staff did not require any remedial undertakings by the Firm in the AWC. The Firm has implemented various enhancements to its supervision and compliance oversight of early rollovers of UITs which it believes addresses the alleged deficiencies identified by FINRA. Those enhancements include implementation of a switch alert notification for early rollovers, a risk-based approach of compliance oversight for early rollover activity and a periodic "look-back" by the compliance department of early rollover activity by selected financial advisors.

None of the activities addressed in the AWC were municipal advisory services provided to our municipal entity or obligated person clients. We do not believe that any of the legal or

disciplinary event disclosures described in our Form MA is material to our ability to serve as your municipal advisor.

Evaluation of Recommendations/Suitability

As provided in your Resolution approving and authorizing the Engagement, we will assist you in evaluating recommendations, whether made by Stifel or, upon your written request, by third-parties, such as underwriters. We will provide you with our evaluation of the material risks, potential benefits, structure, and other characteristics of the transaction or product. We will discuss with you why we think a recommendation we make is suitable for you. In the case of recommendations made by an underwriter or other third-party that you request in writing that we review, we will discuss with you why we think the recommended transaction or product is or is not suitable for you. We will also inform you of any other reasonably feasible alternatives considered.

In order for us to evaluate whether we think a recommendation is suitable for you, we are required to consider the following factors and we may need information from you about those factors, much as if you were opening a brokerage account:

- financial situation and needs,
- objectives,
- tax status,
- risk tolerance,
- liquidity needs,
- experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended,
- financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction were reasonably expected to be outstanding, and
- any other material information known by the municipal advisor about the client and the municipal securities transaction or municipal financial product, after reasonable inquiry.

Additional Information

We also wish to inform you that Stifel is registered as a municipal advisor with both the SEC and the MSRB. Information about the duties of a municipal advisor, as well as the procedures for filing a complaint, may be found on the MSRB's website by clicking on the following link: <http://www.msrb.org/~media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en>. The general website for the MSRB is www.msrb.org. If you have any questions, please contact your municipal advisor.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$18,625.00 within the 2023 General Fund to partially cover the cost of participation in the Kansas City Police Department's Kansas City Emergency Threat Analysis Capability group and authorizing the Director of Finance and Purchasing to make payment to the Kansas City Board of Police Commissioners in the amount of \$55,500.00.

RESOLUTION NO. 21253, April 24, 2023

INTRODUCED BY Manuel Abarca IV, County Legislator

WHEREAS, the Sheriff's Office desires to participate in the Kansas City, MO Emergency Threat Analysis Capability (KCETAC) group to allow the Office to have access to several databases including the National Data Exchange (N-Dex), Missouri Data Exchange (Mo-Dex), and CopLink, a data sharing crime analytics platform designed to help solve crimes faster by providing tactical, strategic, and command level access to vast quantities of unrelated data; and,

WHEREAS, these exchange programs allow participating agencies to search, link, analyze, and share criminal justice information such as incident/case reports, incarceration data, computer-aided dispatch, photos, citations, license plate reader information, and traffic accident information; and,

WHEREAS, the Sheriff's Office has a critical and on-going need for the KCETAC program, which will enhance the investigative capabilities of the agency; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be and hereby is made within the 2023 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Sheriff's Office			
001-4201	57110- Gasoline	\$18,625	
001-4201	56070- Intergovernmental Agreements		\$18,625


and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to issue a check in the amount of \$55,500.00 to the Kansas City Board of Police Commissioners for the Sheriff's Office's participation in KCETAC; and,

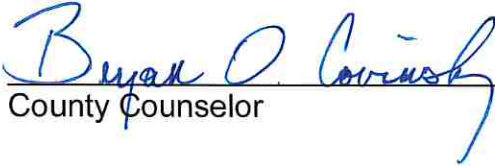
BE IT FURTHER RESOLVED that the Sheriff and County Executive be and hereby is authorized to execute any documents necessary to give effect to the intent of this Resolution.

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. 21253 of April 24, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 4201 57110
ACCOUNT TITLE: General Fund
Sheriff's Office
Gasoline
NOT TO EXCEED: \$18,625.00

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

ACCOUNT NUMBER: 001 4201 56070
ACCOUNT TITLE: General Fund
Sheriff's Office
Intergovernmental Agreements
NOT TO EXCEED: \$55,500.00

4/20/2023
Date


Chief Administrative Officer

Request for Legislative Action

Resolution No.: 21253
Sponsor: Manuel Abarca IV
Date: April 24, 2023

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21253
Sponsor(s):	Manuel Abarca IV	Legislature Meeting Date:	4/24/2023

Introduction
Action Items: ['Authorize', 'Transfer']
Project/Title:
Transferring \$18,625 within the General Fund to cover the increased cost of participation in the Kansas City Police Department's Kansas City Emergency Threat Analysis Capability (KCETAC) group and authorizing the payment of the participation fee.

Request Summary
<p>The Sheriff's Office participates in the Kansas City Emergency Threat Analysis Capability (KCETAC) group which allows us to have access to several databases including Lexis-Nexis Virtual Crime Center, Forensic Logic CoplinkX, Thompson Reuters Clear, and Vigilant-LEARN. These are data sharing crime analysis platforms designed to help solve crimes faster by providing tactical, strategic and command level access to vast quantities of unrelated data. These exchange programs allow participating agencies to search, link, analyze, and share criminal justice information such as incident/case reports, incarceration data, computer-aided dispatch, photos, citations, license plate reader information, and traffic accident information. The Sheriff's Office has a crucial and ongoing need for this program, which has enhanced the investigative capabilities of the agency.</p> <p>The participation fee was budgeted as \$36,875. The actual 2023 participation fee is \$55,500, an increase of \$18,625. The Sheriff's Office requests a \$18,625 budget transfer as follows:</p> <p>FROM 001-4201-57110 General Fund – Sheriff – Gasoline TO 001-4201-56070 General Fund – Sheriff – Intergovernmental Agreements</p> <p>The Sheriff's Office also requests authorization for the payment of the participation fee pursuant to Section 1030.2 of Chapter 10 of the Jackson County Code - Obtaining Services from Another Government.</p>

Contact Information			
Department:	Sheriff	Submitted Date:	4/10/2023
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Budget Information

Request for Legislative Action

Amount authorized by this legislation this fiscal year:		\$55,500
Amount previously authorized this fiscal year:		\$ 0
Total amount authorized after this legislative action:		\$55,500
Is it transferring fund?		Yes
Transferring Fund From:		
Fund:	Department:	Line Item Account:
001 (General Fund)	4201 (Sheriff)	57110 (Gasoline)
		Amount: \$18,625
Transferring Fund To:		
Fund:	Department:	Line Item Account:
001 (General Fund)	4201 (Sheriff)	56070 (Intergovernmental Agreements)
		Amount: \$18,625

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20787	October 18, 2021
20512	October 5, 2020

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

Compliance	
Certificate of Compliance	
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	

Request for Legislative Action

Not Applicable	
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Fiscal Information

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

Request for Legislative Action

Submitted by Sheriff requestor: Elizabeth A. Money on 4/10/2023. Comments:

Approved by Department Approver Ronald A. Fletcher on 4/10/2023 4:42:11 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 4/11/2023 8:40:37 AM. Comments: Do you have a quote or backup information you can attach to the ERLA?

Submitted by Requestor Elizabeth A. Money on 4/11/2023 9:03:32 AM. Comments: The 2023 invoice is now attached.

Approved by Department Approver Ronald A. Fletcher on 4/11/2023 9:18:41 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/11/2023 9:23:41 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 4/11/2023 10:02:55 AM. Comments:

Returned for more information by Budget Office Approver David B. Moyer on 4/11/2023 1:30:07 PM. Comments: The Training Expense account is for training purposes only. Please use a different account.

Submitted by Requestor Elizabeth A. Money on 4/11/2023 1:50:01 PM. Comments: Changed "Transfer Funding From" account from 56756 Training (per Budget Office comment) to 57110 Gasoline.

Approved by Department Approver Ronald A. Fletcher on 4/11/2023 1:56:56 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/11/2023 4:31:21 PM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 4/12/2023 8:56:03 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 4/12/2023 10:02:12 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 4/13/2023 9:56:30 AM. Comments:

Returned for more information by Counselor's Office Approver Jamesia Manning on 4/17/2023 2:39:31 PM. Comments: Per Jay: We're reviewing this eRLA. It appears to be incomplete. The title just requests the transfer of funds to pay the KCETAC fee, but it also should request authority to make the whole \$55,000 payment. That figure should also be written in the "amount authorized by this field. We'll also need to have the fiscal note revised to reflect the \$55,000 expenditure. Let me know of any questions.

Fiscal Note:

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

PC# _____

Date: April 18, 2023

RES # 21253
eRLA ID #: 871

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>From</u>	<u>To</u>
<u>001</u> <u>General Fund</u>			
4201 Sheriff's Office	57110 Gasoline	\$ 18,625	\$ -
4201 Sheriff's Office	56070 Intergovernmental Agreements		18,625
		<u>\$ 18,625</u>	<u>\$ 18,625</u>

Fiscal Note:

This expenditure was included in the Annual Budget

PC# _____

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
<u>001</u> <u>General Fund</u>		
4201 Sheriff's Office	56070 Intergovernmental Agreements	\$ 55,500
		<u>\$ 55,500</u>

David Moyer
Budget Office

PHONE: (816) 234-5350

**Board of Police Commissioners
1125 Locust Street
Kansas City, Missouri 64106
T.I.N. 44-6000197**

Name Jackson County, MO Sheriff's Office
Street 4001 NE Lakewood Way
City/State/Zip Lee's Summit, MO 64064

Invoice Date	Invoice #
3/10/2023	11094

Quantity	Description	Unit Price	Amount
1	2023 ETAC	55,500.00	55,500.00
		Total Due	\$ 55,500.00
	Invoice Inquiry Contact: Donneta McClain 816-234-5347		

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION recognizing the creation of the Jackson County COMBAT program on the occasion of its 30th anniversary.

RESOLUTION NO. 21254, April 24, 2023

INTRODUCED BY Donna Peyton, DaRon McGee, and Jeanie Lauer, County Legislators

WHEREAS, in 1989 the Jackson County Legislature declared a “violent health epidemic” and, that same year, the voters of Jackson County made history by passing the nation’s first-ever tax dedicated to addressing the drug and crime crisis; and,

WHEREAS, while this tax increased support for law enforcement, it also resulted in new prevention and treatment programs, setting Jackson County apart from most other communities across the country that concentrated exclusively on more policing; and,

WHEREAS, this unique, comprehensive approach to reducing drug abuse and crime coalesced in the spring of 1993 through the formation of a new administrative office called COMBAT, “Community Backed Anti-Crime Tax,” tasked with providing direction to and encouraging collaboration among all funded agencies; and,

WHEREAS, COMBAT has for 30 years shifted the paradigm of the so-called “War On Drugs,” from just fighting drugs and crime to helping people through supporting dozens of community programs annually and through introducing innovative initiatives, such as assisting crime survivors or diverting those with substance use disorders away from prosecution and into treatment through a nationally emulated Drug Court; and,

WHEREAS, COMBAT has expanded its data-driven Striving Together to Reduce Violence in Neighborhoods (STRIVIN') initiative into five different neighborhoods throughout Jackson County and created an innovative online social services referral program through which police, school administrators, social workers, faith-based leaders, elected officials, and concerned citizens can connect individuals and families to life-changing, even life-saving assistance; and,

WHEREAS, COMBAT provides essential resources and leadership in Jackson County that are not available in most other communities, in an ongoing and unwavering effort to reduce drug abuse and violent crime; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature recognizes and commends COMBAT, from one of its first and its longest serving administrators, Jim Nunnelly, to his successor Dr. Stacey Daniels Young, current Executive Director Vince Ortega, all COMBAT staff and all the agencies who have partnered with COMBAT for their dedication to serving the community in the past, present and future; and,

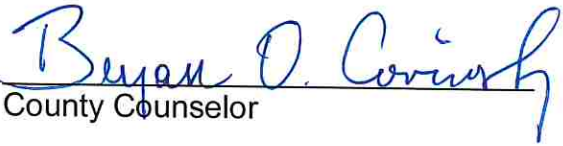
BE IT FURTHER RESOLVED that the County Legislature recognizes and appreciates the people of Jackson County, who have four times voted to extend the anti-crime tax by overwhelming margins ranging from 64% to 73%, for their ongoing support as new challenges arise, demonstrating how essential COMBAT is in 2023 and beyond.

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. 21254 of April 24, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The voters thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION welcoming the National Football League to Jackson County for the NFL Draft event to be held at Kansas City's Union Station on April 27 through April 29, 2023.

RESOLUTION NO. 21255, April 24, 2023

INTRODUCED BY Manuel Abarca IV, County Legislator

WHEREAS, the NFL Draft is a highly anticipated annual event that brings together fans from across the country to celebrate their favorite teams and welcome new players to the league; and,

WHEREAS, the 2023 NFL Draft will take place in Kansas City, Missouri, at Union Station from April 27 to April 29; and,

WHEREAS, the Kansas City Sports Commission is expecting more than 100,000 visitors each day of the draft, which would make the draft the largest single-sport event in the history of Kansas City; and,

WHEREAS, the NFL Draft provides an opportunity for Kansas City to showcase itself as a compelling destination to the world and bring a national and international spotlight to the city; and,

WHEREAS, the National WWI Museum and Memorial's south lawn will be the site of NFL Draft-related games and attractions, including activities such as the 40-yard dash, vertical jump, field goal kick, and Hail Mary challenges; and,

WHEREAS, fans will also be able to visit a replica draft stage and locker room, enjoy free autographs from current and former NFL players, and see a Pro Football Hall of Fame exhibit that includes the Vince Lombardi Trophy and all fifty-six Super Bowl rings; and,

WHEREAS, the Money Museum at the Federal Reserve Bank of Kansas City, which is across the street from the National WWI Museum and Memorial, will be open during the draft and will offer a football-themed scavenger hunt and origami station, along with a football souvenir bag of shredded money; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature officially welcomes the NFL Draft to the community, and encourages all fans to take advantage of the many activities and attractions available during the event; and,

BE IT FURTHER RESOLVED that the Legislature recognizes the efforts of the Kansas City Sports Commission and other organizations involved in making this event a success and encourages visitors to plan ahead for transportation, road closures, and the NFL's clear bag policy, to ensure the best experience possible; and,

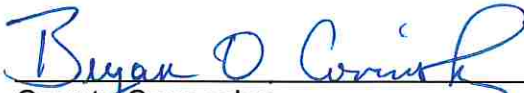
BE IT FURTHER RESOLVED that the Legislature proclaims April 27-29, 2023, as "NFL Draft Days" in Jackson County, Missouri, and encourages all residents to welcome the visitors to this great city and to participate in the festivities.

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. 21255 of April 24, 2023, was duly passed on _____, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature