



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

415 East 12th Street
Kansas City, MO 64106

CLERK OF THE COUNTY LEGISLATURE

201 West Lexington, 2nd Floor
Independence, MO 64050

August 18, 2023 – August 24, 2023

8-18-2023 Friday

NO MEETINGS –

8-21-2023 Monday

NO FINANCE & AUDIT, HEALTH & ENVIRONMENT,
INTER-GOVERNMENTAL AFFAIRS, LAND USE, RULES,
VETERANS, OR HOUSING & HOMELESSNESS
COMMITTEE MEETINGS –

8:00 A.M. Justice & Law Enforcement Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

8:10 A.M. 911 Oversight Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

8:25 A.M. Anti-Crime Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

8:35 A.M. Public Works Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

8:40 A.M. Diversity, Equity, & Inclusion Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

9:40 A.M. Budget Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

The Budget Committee will have a public
hearing on Ordinance # 5767.

1:00 P.M. SPECIAL Meeting of the Jackson County Legislature -
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

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

8-22-2023 Tuesday 5:30 P.M. Budget Committee Meeting –
Center High School, 8715 Holmes Road,
Kansas City, MO 64131

The Budget Committee will have a public
hearing on Ordinance # 5774.

8-23-2023 Wednesday NO MEETINGS –

8-24-2023 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 \$5,597,855.00 from the undesignated fund balance of the 2023 County Improvement Fund and awarding a contract for construction services for exterior improvements to the Jackson County Courthouse to Gunter Construction Co., of Kansas City, KS, under the terms and conditions of Invitation to Bid No. 23-037.

ORDINANCE NO. 5783, August 21, 2023

INTRODUCED BY Jeanie Lauer, County Legislator

WHEREAS, the downtown Jackson County Courthouse is in need of exterior improvements; and,

WHEREAS, the exterior improvement project focuses on accessibility and applying the necessary and current Americans with Disabilities Act (ADA) Standards for Accessible Design and Public Right-of-Way Accessibility Guidelines (PROWAG); and,

WHEREAS, the exterior improvement project will address current Courthouse accessibility issues while also maintaining architectural aesthetics and beautification; and,

WHEREAS, the work will consist of architectural hardware, stair modification improvements, ADA compliant ramps, retaining walls, landscape work, paving modifications and all associated mechanical, electrical, and plumbing requirements; and,

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 23-037 for the construction of this project; and,

WHEREAS, a total of forty notifications were distributed and viewed, with three responses received and evaluated from the following:

<u>BIDDER</u>	<u>BID</u>
Universal Construction Co., Inc. Kansas City, KS	\$5,585,747
Gunter Construction Company Kansas City, KS	\$5,597,855
MegaKC Corporation North Kansas City, MO	\$6,941,474

and,

WHEREAS, an evaluation committee made up of representatives from the Purchasing and Public Works Departments evaluated the bids submitted and, after the disqualification of the bid from Universal Construction Company, Inc. for being incomplete, unanimously recommended the award of the contract to Gunter Construction Company; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Directors of Finance and Purchasing and Public Works recommend award for the construction of exterior improvements to Gunter Construction Company of Kansas City, KS, for the reason that it has submitted the lowest and best bid; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
County Improvement Fund			
013-9999	32810 Undesignated Fund Balance	\$5,597,855	
Fac. Mgmt Kansas City 013-1204	58020 Buildings & Improvements		\$5,597,855

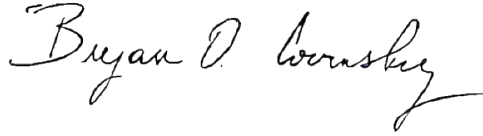
and,

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

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

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

APPROVED AS TO FORM:



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5783 introduced on August 21, 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. 5783.

Date

Frank White, Jr., County Executive

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


ACCOUNT NUMBER: 013 9999 32810
ACCOUNT TITLE: County Improvement Fund
Undesignated Fund Balance
NOT TO EXCEED: \$5,597,855.00

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: 013 1204 58020
ACCOUNT TITLE: County Improvement Fund
Fac. Mgmt Kansas City
Buildings & Improvements
NOT TO EXCEED: \$5,597,855.00

08/17/2023

Date


Sylvya Stevenson (Aug 17, 2023 09:08 CDT)

Chief Administrative Officer

Request for Legislative Action

Ord. #5783
Sponsor: Jeanie Lauer
Date: August 21, 2023

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5783
Sponsor(s):	Jeanie Lauer	Legislature Meeting Date:	8/21/2023

Introduction

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

Project/Title:

Appropriating \$5,597,855 from the Undesignated Fund Balance of the 2023 County Improvement Fund to Buildings & Improvements Fund also within the County Improvement Fund and Awarding Construction Services for the Exterior Improvements for the Jackson County Courthouse Contract, JCPW 3275, to Gunter Construction Co., of Kansas City, Kansas under the terms and conditions of Invitation to Bid No. ITB 23-037.

Request Summary

Requesting appropriation of \$ 5,597,855 into 013-1204-58020 and awarding a contract for construction services to Gunter Construction Co. of Kansas City, Kansas for the exterior improvements work at the Jackson County Courthouse, located in Kansas City, MO. The exterior improvements project focuses on the accessibility and improvements by applying the necessary current standards of the American with Disability Act (ADA) Standards for Accessible Design and Public Right-of-Way Accessibility Guidelines (PROWAG). This will assist to solidify current Courthouse accessibility issues while offering Architectural aesthetics and beautification. The work will consist of Architectural hardware, stairs modification improvements, ADA ramps, retaining walls, Landscape work, North Plaza paving modifications and associated mechanical, electrical and plumbing. ITB 23-037 was issued by Purchasing Department to accomplish the necessary project requirements.

Advertisement by the Purchasing Division of the Finance Department was posted on the County's website and on the "Bonfire" website. Electronic bids were opened on July 5, 2023 at the offices of Purchasing. A total of forty (40) vendors viewed this solicitation and three (3) responses were received. An evaluation committee was assembled to deliberate the responses received and to select a preferred vendor. The committee reviewed and deleted some Alternate Bid Items reflecting the overall bid totals. The evaluation committee unanimously selected the preferred vendor to be Gunter Construction Co., Inc. A detailed bid tabulation is attached. A summary of the bids is as follows:

<u>Bidder Name</u>	<u>City / State</u>	<u>Bid Submitted</u>
Universal Construction Co., Inc. incomplete bid)	Kansas City, KS	\$ 5,585,747 (Disqualified
Gunter Construction Company	Kansas City, KS	\$ 5,597,855
MegaKC Corporation	North Kansas City, MO	\$ 6,941,474

Pursuant to Section 1054.6 of the Jackson County Code, Chapter 10 "PURCHASING", the Director of Public Works and the Director of Finance and Purchasing recommended Gunter Construction Company, of Kansas City, Kansas as the lowest and best bid received. The Director of Public Works request the following changes:

Request for Legislative Action

We request that:

1. A Resolution be prepared authorizing the County executive to execute this construction contract with Gunter Construction Co.
2. The Manager of Finance be authorized to encumber \$5,597,855 to cover the costs.
3. The Director of Public Works be authorized to approve adjustments in the construction contract line items, to the extent that there will be no further funding obligation by the County.

Contact Information

Department:	Public Works	Submitted Date:	8/7/2023
Name:	Christopher C. Jenkins	Email:	CJenkins@jacksongov.org
Title:	Project Manager, Civil Engineer I	Phone:	816-881-4429

Budget Information

Amount authorized by this legislation this fiscal year:		\$5,597,855	
Amount previously authorized this fiscal year:		\$ 0	
Total amount authorized after this legislative action:		\$5,597,855	
Is it transferring fund?		Yes	
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
013 (County Improvement Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$5,597,855
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
013 (County Improvement Fund)	1204 (Fac. Mgmt Kansas City)	58020 (Buildings & Improvements)	\$5,597,855

Prior Legislation

Prior Ordinances

Ordinance:	Ordinance date:

Prior Resolution

Resolution:	Resolution date:
20896	March 7, 2022

Purchasing

Does this RLA include the purchase or lease of	Yes
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Request for Legislative Action

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE: 9.50%	
WBE: 11.70%	
VBE: 9.50%	
Prevailing Wage	
Construction projects over \$75000	['Separate bid']

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 Public Works requestor: Christopher C. Jenkins on 8/7/2023. Comments:

Approved by Department Approver Brian Gaddie on 8/8/2023 10:18:01 AM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 8/8/2023 10:51:55 AM. Comments: Under "Review Summary", 4th paragraph you recommend a vendor you stated was disqualified in the 3rd paragraph

Submitted by Requestor Christopher C. Jenkins on 8/8/2023 11:05:03 AM. Comments:

Approved by Department Approver Brian Gaddie on 8/8/2023 4:49:32 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 8/10/2023 8:41:28 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 8/10/2023 10:02:14 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 8/10/2023 11:58:57 AM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 8/10/2023 12:42:33 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 8/17/2023 11:35:06 AM. Comments:

Supplemental Appropriation Request Jackson County, Missouri

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

Date: August 10, 2023

Ord # 5783
eRLA ID #: 1043

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>From</u>	<u>To</u>
<u>013 County Improvement Fund</u>			
9999 -	32810 Undesignated Fund Balance	\$ 5,597,855	\$ -
1204 Fac. Mgmt Kansas City	58020 Buildings & Improvements		5,597,855
		<u>\$ 5,597,855</u>	<u>\$ 5,597,855</u>

APPROVED
By David Moyer at 11:48 am, Aug 10, 2023

Budget Office



**Jackson County, Missouri
 Department of Public Works
 Engineering Division**

**CONSTRUCTION SERVICES FOR THE EXTERIOR IMPROVEMENTS FOR THE
 JACKSON COUNTY COURTHOUSE FOR THE JACKSON COUNTY, MISSOURI
 PUBLIC WORKS DEPARTMENT**

COUNTY PROJECT NO. 3275 INVITATION TO BID (ITB) No. 23-037

UNOFFICIAL BID SUMMARY

BID OPENING DATE AND TIME: July 5, 2023 2:00 p.m.

NOTE: This is an unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

NO.	Firm	City and State	Amount Base Bid + Alternates to Remain AS OF 8/4/2023	% above Low	
1	Universal Construction Co., Inc.	Kansas City, KS	\$5,585,746.91	0.00%	(DISQUALIFIED, INCOMPLETE BID)
2	Gunter Construction Company	Kansas City, KS	\$5,597,855.00	0.22%	
3	MegaKC Corporation	North Kansas City, MO	\$6,941,473.74	24.27%	
	Architect Estimate by Piper-Wind Architects, Inc.		\$1,698,022.00	-69.60%	

Additional backup documentation is attached for the Legislative File for Ordinance #5783.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$90,000.00 from the undesignated fund balance of the 2023 Grant Fund, in acceptance of additional grant funds received by the Family Court Division from the State of Missouri Division of Youth Services.

ORDINANCE NO. 5784, August 21, 2023

INTRODUCED BY Venessa Huskey, County Legislator

WHEREAS, by Ordinance 5773, dated July 31, 2023, the Legislature did authorize the acceptance of grant funds for the Family Court Division's Juvenile Court Diversion Program from the Missouri Division of Youth Services in the amount of \$185,558.00; and,

WHEREAS, the Division of Youth Services has authorized additional funds for this grant in the amount of \$90,000.00 and an amendment to the scope of services to include the Parenting with Love and Limits Project; and,

WHEREAS, these additional funds bring the total amount awarded to the Family Court Division's Juvenile Court Diversion Program grant to \$275,558.00; and,

WHEREAS, the Parenting with Love and Limits Project will combine parent education and group therapy programs with individual coaching sessions for adolescents and their parents; and,

WHEREAS, the grant amendment does not require local matching funds; and,

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

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

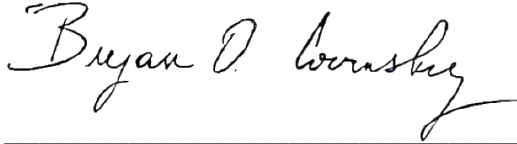
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Juvenile Court Diversion			
010-2163	45981- Increase Revenues	\$90,000	
010-9999	32810- Undesignated Fund Balance		\$90,000
010-9999	32810- Undesignated Fund Balance	\$90,000	
Juvenile Court Diversion			
010-2163	56790- Other Contractual Services		\$90,000

and,

BE IT FURTHER ORDAINED that all County officials be and hereby are authorized to execute any and all documents necessary to give effect to said grant.

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

APPROVED AS TO FORM:



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5784 introduced on August 21, 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. 5784.

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: \$90,000.00

08/17/2023

Date



Sylvia Stevenson (Aug 17, 2023 09:08 CDT)

Chief Administrative Officer

Request for Legislative Action

Ord. #5784
Sponsor: Venessa Huskey
Date: August 21, 2023

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5784
Sponsor(s):	Venessa Huskey	Legislature Meeting Date:	8/21/2023

Introduction
Action Items: ['Appropriate']
Project/Title:
Juvenile Court Diversion -Additional funding for Parenting with Love and Limits

Request Summary
This is a request to appropriate \$90,000 from the 2023 undesignated fund balance in acceptance of additional funds awarded to the Family Court Division by the Department of Social Services to further support programs and services under the current grant named "Juvenile Court Diversion Program." The amendment to the program expands the scope to include the project called Parenting with Love and Limits which combines parent education and group therapy program with individual "coaching" (family therapy) sessions for adolescents and their families. Ordinance 5773 was for the initial amount of \$185,558 awarded for the Juvenile Diversion Program. This additional amount is for \$90,000 makes the total amount awarded for this project \$275,558.00. The period covered by the Grant is July 1, 2023 through June 30, 2024. Please appropriate the \$90,000 into the account listed within:

Contact Information			
Department:	Circuit Court	Submitted Date:	8/9/2023
Name:	carl bayless	Email:	carl.bayless@courts.mo.gov
Title:	Grant Coord	Phone:	913-963-3557

Budget Information			
Amount authorized by this legislation this fiscal year:		\$90,000	
Amount previously authorized this fiscal year:		\$185,558	
Total amount authorized after this legislative action:		\$275,558	
Is it transferring fund?		Yes	
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$90,000

Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	2163 (JCD)	56790 (Other Contractual Services)	\$90,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5773	July 31, 2023
5660	September 12, 2022
5674	October 10, 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: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

History

Submitted by Circuit Court requestor: carl bayless on 8/9/2023. Comments:

Approved by Department Approver Theresa Byrd on 8/9/2023 4:34:42 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/10/2023 8:37:10 AM.
Comments:

Approved by Compliance Office Approver Ikeela Alford on 8/10/2023 10:04:26 AM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 8/10/2023 10:40:03 AM. Comments: Fiscal
Note Attached

Approved by Executive Office Approver Sylvia Stevenson on 8/10/2023 10:03:30 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 8/17/2023 11:36:00 AM. Comments:

Supplemental Appropriation Request Jackson County, Missouri

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

Date: August 10, 2023

ORD #	5784
eRLA #	1046

Department / Division	Character/Description	From	To
Grant Fund - 010			
2163 - JCD	45981 - Increase Revenue	90,000	
9999 - Non Specific	32810 - Undesignated Fund Balance		90,000
9999 - Non Specific	32810 - Undesignated Fund Balance	90,000	
2163 - JCD	56790 - Other Contractual Services		90,000
<div style="border: 1px solid black; padding: 2px; display: inline-block; background-color: #e0f0e0;"> APPROVED <small>By Sarah Matthes at 10:38 am, Aug 10, 2023</small> </div>		\$ 180,000	\$ 180,000

Budgeting



Jackson County Family Court

Grant Program Information

Ordinance Number: ####

Program Name: Parenting with Love and Limits (PLL)

Funding Agency: Missouri Division of Youth Services

Funding Arrangements and Use of Funds: \$90,000 to initiate and sustain mental health and trauma treatment by way of individual therapy for youth referred to the Family Court.

Funding Period for Grant: The grant period is July 1, 2023 to June 30, 2024

New or Existing Program/Continued Funding Opportunity: Continued Funding

Program Description :

Through funding provided in an amendment to the Juvenile Court Diversion Contract, the 16th Judicial Circuit of Missouri provides individual and family counseling to youth referred to the court and diverted from prosecution as well as youth adjudicated and placed on formal supervision.

We continued our collaboration with the following community organizations: AdHoc Group Against Crime; MOCSA; Truman Medical Center Behavioral Health; and Cornerstones of Care. These organizations offer a variety of services that benefit families. However, these existing programs do not reach all of our families or meet their specific needs for services. We increased our provision of mental health services to youth by offering individual and family therapy provided by contract therapists. We referred and connected youth to mental health services in their communities that are sustainable following court involvement. Contract services for individual sessions allowed us to address acute needs and bridge the gap to these community-based services. During the last grant year, we signed contracts with six therapists. In order to meet the complex treatment needs of our youth and families, we have identified providers that possess diversity in a broad range of clinical skills and areas of expertise, as well as racial and cultural diversity and gender. At this time, we are working with three women and three men; four of these counselors are African American and two are Caucasian. Additionally, we have contracted with Midtown Psychological Services, Inc., to provide psychological evaluations for assessment, treatment, and placement recommendations.

Theoretical or Practical Basis:

According to the Centers for Disease Control and Prevention (CDC), mental disorders among children are described as “serious changes in the way children typically learn, behave, or handle their emotions, causing distress and problems getting through the day.”¹ Attention Deficit Disorder with Hyperactivity (ADHD), anxiety and depression are the most commonly diagnosed issues in children. Depression and anxiety have increased over time². Mental health services are critical in addressing the needs of system-involved youth and families. A large study involving more than 70,000 youth from 283 programs across the nation indicated as many as 70% of youth involved in juvenile justice present with mental health challenges that rise to the level of diagnosis³. Community mental health resources are sorely lacking for many segments of the population in Jackson County. Over the years, the number of adults in Missouri suffering from a mental illness has increased, according to Missouri’s Division of Behavioral Health. In 2016, 862,000 Missourians struggled with a mental illness. Three years later, in 2019, that number was up to 925,000 and in 2020, it increased again to 1,056,000. According to the department, mental illness is higher among young adults.⁴ Even when counseling resources are available, families often struggle to follow-through with services. Families often face barriers in their efforts to access treatment services. In addition to overburdened providers, families face lack of transportation or on-line connectivity, limited financial resources for co-pay obligations and stigma associated with diagnoses and need for treatment services. In order to meet this critical need in Jackson County, we requested funds in this grant to engage and directly pay providers. This plan streamlines access to care for youth and families referred to the Family Court.

¹ <https://www.cdc.gov/childrensmentalhealth/index.html>

² <https://www.cdc.gov/childrensmentalhealth/index.html>

³ Vincent, G. M., Thomas Grisso, Anna Terry, and Steven M. Banks. 2008. “Sex and Race Differences in Mental Health Symptoms in Juvenile Justice: The MAYSI-2 National Meta-Analysis.” *Journal of the American Academy of Child and Adolescent Psychiatry* 47(3):282–90.

⁴ <https://fox4kc.com/news/lawmakers-discuss-ways-to-help-mental-health-crisis-in-missouri/>



Jackson County Family Court Grant Program Information

Expected Impact:

We will provide an individual or family counselor to every youth on formal supervision and youth involved in the Emerging Adult Justice program that needs therapy. We anticipate that this will lead to increased adjustment and attainment of goals as youth move through the system. This will support our efforts to protect the community by maintaining low recidivism and increasing the number of youth re-engaging in prosocial, educational and vocational activities.

Evaluation Plan and/or Demonstrated Efficacy: Initiative and service will be evaluated on an ongoing basis by the Jackson County Court's Research and Development Department.

For more information, contact Theresa Byrd, Deputy Court Administrator at 435-4850

Project Director: Pamela Behle, PhD, Director Assessment & Development Services Family Court



**State of Missouri
Department of Social Services
Contract Amendment**

Contract Description: **Juvenile Court Diversion (JCD)**
Amendment Description:
Addition of Parenting with Love and Limits

Contract #: ER172-23012

Amendment # 002

Effective Date: July 1, 2023

Contractor Information:

Contractor Name: 16th Judicial Circuit
Mailing Address: 415 E. 12th Street
City, State Zip: Kansas City, MO 64106

The above referenced contract between 16th Judicial Circuit and the Department of Social Services is hereby amended as follows:

1. The contract is amended for the period July 1, 2023 through June 30, 2024.
2. This amendment adds \$90,000 for the Parenting with Love and Limits (PLL) demonstration project per the revised Attachment A.
3. This amendment shall be effective July 1, 2023 . All other terms and conditions of the contract shall remain unchanged.

~~~~~

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

*Theresa L. Byrd*

Authorized Signature for the Contractor

Deputy Court Administrator

Title

08-08-2023

Date

*Patrick Inelibeing CG*

Authorized Signature for the Department of Social Services

August 8, 2023

Date



# Attachment A

| CONTRACTUAL SERVICES                      |                                        |                                                                            |                        |                  |                     |
|-------------------------------------------|----------------------------------------|----------------------------------------------------------------------------|------------------------|------------------|---------------------|
| Nature of Services                        | Prospective Provider                   | Justification                                                              | Estimated Monthly Cost | Number of Months | Yearly Total        |
| Individual, group, & family therapy.      | Individual Contract Clinicians         | Mental health, substance abuse, and individualized treatment               | \$ 7,000.00            | 10               | \$ 70,000.00        |
| Psychological evaluation & assessment     | Midtown Psychological Associates, Inc. | Court ordered assessments, and recommendations for treatment and placement | \$ 2,000.00            | 10               | \$ 20,000.00        |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
|                                           |                                        |                                                                            |                        |                  | \$ -                |
| <b>TOTAL COST OF CONTRACTUAL SERVICES</b> |                                        |                                                                            |                        |                  | <b>\$ 90,000.00</b> |

NOTE: CONTRACT DATA (FORM MO 886-2647) must be completed for each individual or entity providing contractual services under this agreement.

|                                         |              | PERCENTAGE |
|-----------------------------------------|--------------|------------|
| Total Expenses for Contractual Services | \$ 90,000.00 |            |
| Local Funds Committed                   |              | 0.00%      |
| DYS FUNDS REQUESTED                     | \$ 90,000.00 | 100.00%    |
|                                         |              | 100.00%    |

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

**AN ORDINANCE** appropriating \$57,030.00 from the undesignated fund balance of the 2023 County Improvement Fund and awarding a contract to Federal Supply USA of Waukegan, IL., for the purchase of a dishwasher under the terms and conditions of GSA Contract GS-07F-264-BA, an existing competitively bid government contract, at an actual cost to the County in the amount of \$57,029.55.

**ORDINANCE NO. 5785**, August 21, 2023

**INTRODUCED BY** Venessa Huskey, County Legislator

WHEREAS, the Department of Corrections has a need for a high-volume industrial dishwasher for use at the Jackson County Detention Center; and,

WHEREAS, the current dishwasher is inoperative, and no replacement parts are available to fix it, thus it is unusable and beyond repair; and,

WHEREAS, the Sheriff and the Director of Finance and Purchasing recommend the award of the contract for replacement equipment, to Federal Supply USA of Waukegan, IL, under the terms and conditions of GSA Contract No. GS-07F-264--BA, an existing competitively bid government contract, at an actual cost to the County in the amount of \$57,029.55; and,

WHEREAS, pursuant to section 1030.4, Jackson County Code, 1984, the Sheriff and the Director of Finance and Purchasing recommend the award under the existing competitively bid government contract because this will allow the County to take advantage of significant discounts offered to larger entities; 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 County Improvement Fund be and hereby is made:

| <u>DEPARTMENT/DIVISION</u>          | <u>CHARACTER/DESCRIPTION</u>        | <u>FROM</u> | <u>TO</u> |
|-------------------------------------|-------------------------------------|-------------|-----------|
| County Improvement Fund<br>013-9999 | 32810-<br>Undesignated Fund Balance | \$57,030    |           |
| Corrections<br>013-2701             | 58170- Other Equipment              |             | \$57,030  |

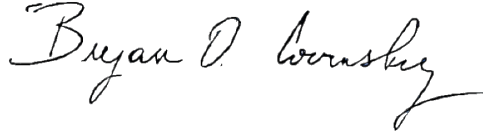
and,

BE IT FURTHER ORDAINED that the award be made under the existing competitively bid government contract as recommended by the Sheriff and the Director of Finance and Purchasing and that the Director be and hereby is authorized to execute for the County any documents necessary to the accomplishment of the award; and,

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

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

APPROVED AS TO FORM:



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

I hereby certify that the attached ordinance, Ordinance No. 5785 introduced on August 21, 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. 5785.

\_\_\_\_\_  
Date

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

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

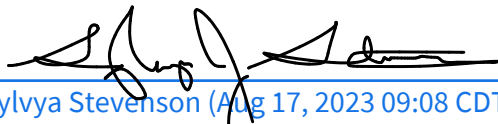
ACCOUNT NUMBER: 013 32810  
ACCOUNT TITLE: County Improvement Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$57,030.00

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: 013 2701 58170  
ACCOUNT TITLE: County Improvement Fund  
Corrections  
Other Equipment  
NOT TO EXCEED: \$57,030.00

08/17/2023

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sylvya Stevenson (Aug 17, 2023 09:08 CDT)  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Ord. #5785  
Sponsor: Venessa Huskey  
Date: August 21, 2023

| Completed by County Counselor's Office |                |                           |           |
|----------------------------------------|----------------|---------------------------|-----------|
| Action Requested:                      | Ordinance      | Res.Ord No.:              | 5785      |
| Sponsor(s):                            | Venessa Huskey | Legislature Meeting Date: | 8/21/2023 |

| Introduction                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Action Items:</b> ['Authorize']                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Project/Title:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Awarding a contract to purchase a dishwasher for use by the Jackson County Sheriff's Office, Detention Center from Federal Supply USA of Waukegan, IL, under the terms and conditions of GSA Contract GS-07F-264-BA, an existing, competitively bid government contract in the amount of \$57,029.55. We wash approximately 2,500 trays per day along with silverware etc. and we need a machine that can support that volume. Our current machine is irreparable. |

| Request Summary                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Jackson County Sheriff's Office, Detention Center is requesting the purchase of a dishwasher for daily operations at a total cost in the amount of \$57,029.55.                                                                                                                                                                                        |
| Due to the age of the current machine parts are unavailable making the machine irreparable. Utilizing this government contract allows us to purchase a replacement machine at a discounted rate.                                                                                                                                                           |
| Pursuant to Section 1030.4 of the Jackson County Code, the Jackson County Sheriff's Office, Detention Center, recommends the purchase of a conveyor dishwasher, Insinger Model NO ADMIRAL 66 ADVANCED VG, under the terms and conditions of GSA Contract No. GS-07F-264 BA, an existing, competitively bid government contract. A price quote is attached. |
| There are no prior resolutions.                                                                                                                                                                                                                                                                                                                            |

| Contact Information |                                   |                        |                       |
|---------------------|-----------------------------------|------------------------|-----------------------|
| <b>Department:</b>  | Corrections                       | <b>Submitted Date:</b> | 7/26/2023             |
| <b>Name:</b>        | Deloris M. Wells                  | <b>Email:</b>          | DWells@jacksongov.org |
| <b>Title:</b>       | Deputy Director of Administration | <b>Phone:</b>          | 816-881-4210          |

| Budget Information                                      |          |
|---------------------------------------------------------|----------|
| Amount authorized by this legislation this fiscal year: | \$57,030 |
| Amount previously authorized this fiscal year:          | \$ 0     |
| Total amount authorized after this legislative action:  | \$57,030 |
| Is it transferring fund?                                | Yes      |

## Request for Legislative Action

| Transferring Fund From:       |                    |                                   |          |
|-------------------------------|--------------------|-----------------------------------|----------|
| Fund:                         | Department:        | Line Item Account:                | Amount:  |
| 013 (County Improvement Fund) | 9999 (*)           | 32810 (Undesignated Fund Balance) | \$57,030 |
| Transferring Fund To:         |                    |                                   |          |
| Fund:                         | Department:        | Line Item Account:                | Amount:  |
| 001 (General Fund)            | 2701 (Corrections) | 58170 (Other Equipment)           | \$57,030 |

| 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"> <li>Funds sufficient for this appropriation and/or transfer are available from the source indicated on</li> </ul> |

## Request for Legislative Action

Submitted by Corrections requestor: Deloris M. Wells on 7/26/2023. Comments:

Approved by Department Approver Diana L. Knapp on 7/26/2023 11:09:26 AM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 7/26/2023 11:27:11 AM. Comments: In the Project/Title - the name of the contract and the contract number needs to be added

In the Request Summary: Reference Chapter 10, Section 1030.4

The GSA Contract needs to include information on the item being purchased (as being awarded to vendor) and pricing information so the quote can be compared to the contract

Submitted by Requestor Deloris M. Wells on 7/26/2023 1:50:08 PM. Comments:

Approved by Department Approver Diana L. Knapp on 7/26/2023 7:31:08 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 7/27/2023 9:53:09 AM. Comments: Contract attachment is incomplete - need to be able to check quote against contract. Contract has no pricing it appears there is a negotiated pricing list for GSA - that will need to be attached

Submitted by Requestor Deloris M. Wells on 7/28/2023 12:27:56 PM. Comments: I have added a more detailed price list. Vendor advised that they have over 800 items sent items relative to this request but if needed prices for all 800 items they sale can be verified online against the GSA Advantage Website: [https://www.gsaadvantage.gov/advantage/ws/search/advantage\\_search?q=0:8gs-07f-264-ba&db=0&searchType=1](https://www.gsaadvantage.gov/advantage/ws/search/advantage_search?q=0:8gs-07f-264-ba&db=0&searchType=1)

Approved by Department Approver Diana L. Knapp on 7/28/2023 2:35:24 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 7/31/2023 9:04:26 AM. Comments:

Returned for more information by Compliance Office Approver Jaime Guillen on 7/31/2023 10:13:12 AM. Comments: Vendor is not in compliance. Instructions will be emailed to department.

Submitted by Requestor Deloris M. Wells on 8/3/2023 9:47:00 AM. Comments: I have added the Compliance Certificate to the attachments. D. Wells

Approved by Department Approver Diana L. Knapp on 8/3/2023 9:53:53 AM. Comments:

August 17, 2023

eRLA #1,025

Approved by Purchasing Office Approver Barbara J. Casamento on 8/3/2023 10:35:07 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 8/3/2023 11:01:59 AM. Comments:



**Fiscal Note:**

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

Date: August 14, 2023

ORD # 5785  
eRLA ID #: 1025

| <u>Org Code/Description</u>               | <u>Object Code/Description</u>  | <u>From</u>      | <u>To</u>        |
|-------------------------------------------|---------------------------------|------------------|------------------|
| <b>013</b> <u>County Improvement Fund</u> |                                 |                  |                  |
| 9999 -                                    | 32810 Undesignated Fund Balance | \$ 57,030        | \$ -             |
| 2701 Corrections                          | 58170 Other Equipment           |                  | 57,030           |
|                                           |                                 |                  |                  |
|                                           |                                 |                  |                  |
|                                           |                                 | <u>\$ 57,030</u> | <u>\$ 57,030</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> |
|-------------------------------------------|--------------------------------|----------------------|
| <b>013</b> <u>County Improvement Fund</u> |                                |                      |
| 2701 Corrections                          | 58170 Other Equipment          | \$ 57,030            |
|                                           |                                |                      |
|                                           |                                |                      |
|                                           |                                |                      |
|                                           |                                |                      |
|                                           |                                |                      |
|                                           |                                |                      |

**APPROVED**  
By David Moyer at 10:52 am, Aug 14, 2023

\$ 57,030

\_\_\_\_\_  
Budget Office



# Sales Order

06/30/2023

PO Box 648  
 Waukegan, IL 60079-0648  
 Tel: 847.623.1310 Fax: 847.623.2425  
 Toll Free: 888.623.4499

GSA- GS-07F-264 BA

**Project:**  
 Trinity Jackson Co. Dish Machine

**From:**  
 Federal Supply USA  
 Bill Bonnes  
 1171 S. Northpoint Blvd  
 Waukegan, IL 60085  
 847-623-1310

Job Reference Number: 19546

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**Certified Woman-Owned Small Business**

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| Item | Qty  | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Sell               | Sell Total         |
|------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|
| 1    | 1 ea | <b>DISHWASHER, CONVEYOR TYPE, VENTLESS</b><br>Insinger Model No. ADMIRAL 66 ADVANCED VG<br>Single Tank Rack Conveyor Dishwasher with Optional VaporGuard System. Automatic conveyor, rack type, single tank dishwasher with recirculating pre-wash, wash and fresh water final rinse. 0.63 gallons per rack at 20 PSI. Capacity is 233 (20" x 20") racks per hour or 5,825 dishes per hour. VFD controlled continuous drive conveyor. VaporGuard Condensation Removal System. Telescoping doors allow for efficient daily cleaning. Dual IS Booster System built into the machine. No hood required (Refer to your local building code). | \$56,029.55        | \$56,029.55        |
|      | 1 ea | NOTE: Sale of this product must comply with Insinger's Pure Pricing Minimum Resale Policy. Please consult factory for details.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                    |
|      | 1 ea | SureFire® start-up & check-out service, standard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |                    |
|      | 1 ea | Direction of operation to be specified                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |                    |
|      | 1 ea | Electric immersion tank heat, 18 kw                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |                    |
|      | 1 ea | 480v/60/3-ph, 65.8 amps                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |                    |
|      | 1 ea | GSA-ORDER LEVEL MATERIAL Security package                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$1,000.00         | \$1,000.00         |
|      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>ITEM TOTAL:</b> | <b>\$57,029.55</b> |
|      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Total              | \$57,029.55        |



Until further notice:

All quotes for products are valid 30 calendar days from the date on the quote.

***Please note, freight quotes are only valid for 10 business days from today and are always subject to change depending on the exact address delivered to or any other special services that may be added at time of shipping.***

Your order may carry a significant lead time.

Your order may be subject to manufacturer price increase(s) and/or surcharge(s).

Manufacturer documentation will be provided.

Terms to be established by FS USA's credit department.

Items not listed on our quote(s), are not included.

Standard Manufacturer warranty(s) are included.

All returns require written authorization in advance and maybe subject to manufacturer's restocking fees and/or additional freight charges.

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Grand Total: \$57,029.55



**GENERAL SERVICES ADMINISTRATION FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: [GSAAvantage.gov](http://GSAAvantage.gov).

**GSA Multiple Award Schedule  
Large Category B: Facilities**

**Contract Number: GS-07F-264BA**

**Contract Period :**

August 1, 2019 through July 31, 2024

**CVK Enterprise, Inc. dba Federal Supply USA**

**Phone:** (888) 623-4499

**Fax:** (847) 623-2425

**Web Address:**

<http://www.federsupply.com/>

**Contractor's Administration Source:**

Meagan Larson

**Phone:** (888) 623-4499 ext. 235

**Email:** [meagan@federsupply.com](mailto:meagan@federsupply.com)

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at [GSA.gov](http://GSA.gov).

**Modification #** PS-PS-0135

**Effective date:** December 1<sup>st</sup> 2022

**DUNS Number: 0259002206**

**Internet Address:** <http://www.federsupply.com/>

**Pricelists are Current**

On-line access to contract ordering information, terms, and conditions, up-to-date pricing and the option to create an electronic delivery order are available through *GSA Advantage!*, a menu-driven database system. The INTERNET address for *GSA Advantage* [GSAAdvantage.gov](http://www.fss.gs.gov)™ is <http://www.fss.gs.gov>. For more information on ordering from Federal Supply Schedules click on the Federal Supply Schedules button at [fss.gs.gov](http://www.fss.gs.gov).

## CUSTOMER INFORMATION

### 1a. Authorized Special Item Numbers (SINs):

#### **SIN 314120:**

Lodging and Hospitality Supplies and Services Includes lodging and hospitality supplies and services, such as air cleaners and purifiers, houseware items for furnishing guest rooms or living quarters, mattresses, safety and security components, amenities, outdoor furniture and equipment, etc.

**SIN 325612:** Disinfectants, Sterilants and Deodorizers Includes disinfectants, sterilants, and deodorizers.

**SIN 332321:** Doors, Windows, Skylights, Panels, and Shutters Includes all doors, windows, skylights, panels, shutters, and all associated accessories and hardware.

#### **SIN 333241:**

Food Preparation Equipment- Includes food preparation equipment related to cooking, beverage serving, and/or concessions.

**SIN 333415REM:** Refrigeration Equipment – including Blast Freezers; Chillers; Commercial Refrigerators; Commercial Freezers; Dairy Cases; Deli Cases; Walk-In Refrigerators; Walk-in Freezers; Ice Dispensers; Water Stations; Ice Making Equipment; Ice Storage Bins and Carts

#### **SIN 335220:**

Sanitation and Warewashing Equipment – Includes sanitation and warewashing equipment, such as dishwashers, warewashing and warewashing racks, food waste disposers, etc.

#### **SIN 336999:**

Food Center Concepts – Includes products related to food service and holding carts, food transport equipment, and food kiosks.

#### **SIN 332321H:**

Household, Dormitory & Quarters Furniture for use in a household or quarters.

**OLM:** Order-Level Materials (OLM) are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

**1b. Identification of the lowest priced model number and lowest unit price for that model for each:**

Please see contractor's awarded price list below

**1c. Contractor proposed hourly rates: N/A**

**2. Maximum Order Limitation:**

SIN 314120 - \$300,000  
SIN 325612 - \$250,000  
SIN 332321 - \$250,000  
SIN 333241 - \$300,000  
SIN 333415REM - \$300,000  
SIN 335220 - \$300,000  
SIN 336999 - \$300,000  
SIN 337121H - \$1,000,000

**3. Minimum order - \$100.00**

**4. Geographical Coverage:** Domestic, 50 states, Washington DC, and to a CONUS port or consolidation point for orders received from overseas activities

**5. Point(s) of production (city, county, and State or foreign country):** Various

**6. Discount from list price:** GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.

**7. Quantity Discount:**

**8. Prompt payment terms:** Net 30

**9. Foreign Items:** None

**10a. Time of delivery:**

- Insinger – 6-10 Weeks
- Univex – 2-4 Weeks
- F.W.E - 2 to 4 Weeks
- Steril Sil - 10 weeks
- All other Manufacturers – 4-6 weeks

**10b. Expedited Delivery:** FWE Brand Only – Quick Ship 2 Days If other expedited deliveries are required, contact Federal Supply USA on the current availability of the product needed. If expedited delivery is possible, extra charges may be added for any special handling and freight costs.

**10c. Overnight and 2 day delivery:** Customers are encouraged to contact Contractor for the purpose of requesting accelerated delivery.

**10d. Urgent Requirements:** Customers are encouraged to contact Contractor for the purpose of requesting accelerated delivery.

**11.F.O.B. point(s):** Origin

**12a. Ordering address(es):**

CVK Enterprises, Inc. dba Federal Supply USA  
1171 S Northpoint Blvd  
Waukegan, IL 60085-8216  
Telephone: 888-623-4499

**12b. Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3

**13.Payment address(es):**

CVK Enterprises, Inc. dba Federal SupplyUSA  
PO BOX 648  
Waukegan, IL 60079-0648  
Telephone: 888-623-4499

**14.Warranty provision:** Standard Commercial Warranty – Varies by Product Line.Customer should contact the Contractor for a copy of the warranty.

**15.Export packing charges, if applicable:** None

**16.Terms and conditions of rental, maintenance, and repair (if applicable):** N/A

**17.Terms and conditions of installation (if applicable):** N/A

**18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):** N/A

**18b. Terms and conditions for any other services (if applicable):** N/A

**19.List of service and distribution points (if applicable):** N/A

**20.List of participating dealers (if applicable):** N/A

**21.Preventive maintenance (if applicable):** N/A

**22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):**

N/A

**22b. Section 508 compliance:** N/A

**23.Unique Entity Identifier (UEI) number:** VXJ9KCULLET5

**24.Notification regarding registration in System for Award Management (SAM)database:**  
CVK Enterprises, Inc. dba Federal Supply USA SAM.gov is currently active.



# Jackson County Missouri

# Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,  
this Certificate of Compliance is hereby issued to:

Federal Supply USA  
1171 S Northpoint Blvd  
Waukegan, IL 60085  
2023 Certificate: 20230803VC1323

Issued: 2023-08-03  
Expires: 2023-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

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Chief Compliance Review Officer  
Jackson County Missouri  
816-881-3302  
compliance@jacksonsongov.org

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

**AN ORDINANCE** transferring \$160,000.00 within and appropriating \$349,292.00 from the undesignated fund balance of the 2023 Anti-Crime Sales Tax Fund, in acceptance of the 2023 Edward Byrne Memorial Justice Assistance Grant awarded to the Multi-Jurisdictional Drug Task Force.

**ORDINANCE NO. 5786**, August 21, 2023

**INTRODUCED BY** Donna Peyton, County Legislator

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, has awarded the Multi-Jurisdictional Drug Task Force an Edward Byrne Memorial Justice Assistant Grant (JAG) in the amount of \$349,292.00, for the period July 1, 2023, through June 30, 2024; and,

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

WHEREAS, the grant proceeds will provide partial funding for the salaries of five detectives and partial funding for the lease of four vehicles; and,

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

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfers within and appropriation from the undesignated fund balance of the 2023 Anti-Crime Sales Tax Fund be and hereby are made:

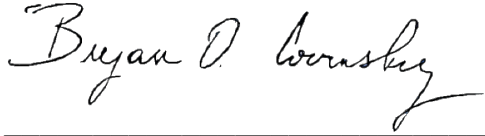
| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u>        | <u>FROM</u> | <u>TO</u> |
|----------------------------|-------------------------------------|-------------|-----------|
| Anti-Crime Sales Tax Fund  |                                     |             |           |
| JC Drug Task Force         |                                     |             |           |
| 008-4151                   | 56798- Grant Match                  | \$160,000   |           |
| Multi-Jurs DTF             |                                     |             |           |
| 008-4199                   | 45982- Increase Revenue             | \$349,292   |           |
| 008-9999                   | 32810- Undesignated Fund Balance    |             | \$509,292 |
| 008-9999                   | 32810- Undesignated Fund Balance    | \$509,292   |           |
| Multi-Jurs DTF             |                                     |             |           |
| 008-4199                   | 56070- Intergovernmental Agreements |             | \$439,836 |
| 008-4199                   | 56630- Rent - Auto                  |             | \$ 69,456 |

and,

BE IT FURTHER ORDAINED that the County Executive and any and all other County officials be and hereby are authorized to execute any and all documents necessary to the acceptance of the 2023 JAG grant.

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

APPROVED AS TO FORM:



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

I hereby certify that the attached ordinance, Ordinance No. 5786 introduced on August 21, 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. 5786.

\_\_\_\_\_  
Date

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

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

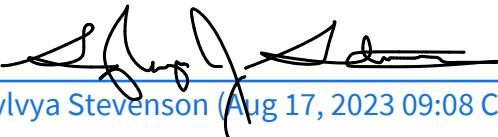
ACCOUNT NUMBER: 008 4151 56798  
ACCOUNT TITLE: Anti-Crime Sales Tax Fund  
Jackson County Drug Task Force  
Grant Match  
NOT TO EXCEED: \$160,000.00

ACCOUNT NUMBER: 008 4199 45982  
ACCOUNT TITLE: Anti-Crime Sales Tax Fund  
Multi-Juris DTF  
Increase Revenue  
NOT TO EXCEED: \$349,292.00

ACCOUNT NUMBER: 008 9999 32810  
ACCOUNT TITLE: Anti-Crime Sales Tax Fund  
Non-Specific Department  
Undesignated Fund Balance  
NOT TO EXCEED: \$509,292.00

08/17/2023

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sylvya Stevenson (Aug 17, 2023 09:08 CDT)  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Ord. #5786  
Sponsor: Donna Peyton  
Date: August 21, 2023

## Completed by County Counselor's Office

|                   |              |                           |           |
|-------------------|--------------|---------------------------|-----------|
| Action Requested: | Ordinance    | Res.Ord No.:              | 5786      |
| Sponsor(s):       | Donna Peyton | Legislature Meeting Date: | 8/21/2023 |

## Introduction

**Action Items:** ['Authorize', 'Transfer']

**Project/Title:**

Requesting a transfer and authorization for the Multi-Jurisdiction Drug Task Force 23-24 JAG Grant.

## Request Summary

The Jackson County Drug Task Force requested from the US Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program \$349,292.00 for the period of July 1, 2023 through June 30, 2024.

The request includes a match in the amount of \$160,000.00 from the Jackson County Drug Task Force 2023 Budget. (Ordinance 5701, Floor Amendment, January 30, 2023)

The total project cost for this grant is \$509,292.00.

This funding will provide partial funding of salary and benefits for five (5) detectives and partial funding for the lease of four (4) vehicles.

Please transfer \$509,292.00 into the following accounts;  
008-4199-56070 Intergovernmental Agreements \$439,836.00  
008-4199-56630 Rent-Auto \$69,456.00

## Contact Information

|                    |                                |                        |                        |
|--------------------|--------------------------------|------------------------|------------------------|
| <b>Department:</b> | Jackson County Drug Task Force | <b>Submitted Date:</b> | 8/14/2023              |
| <b>Name:</b>       | Cari Beeman                    | <b>Email:</b>          | cbeeman@jacksongov.org |
| <b>Title:</b>      | Operations Administrator       | <b>Phone:</b>          | 816-503-4713           |

## Budget Information

|                                                         |           |
|---------------------------------------------------------|-----------|
| Amount authorized by this legislation this fiscal year: | \$509,292 |
| Amount previously authorized this fiscal year:          | \$ 0      |
| Total amount authorized after this legislative action:  | \$509,292 |
| Is it transferring fund?                                | Yes       |

## Transferring Fund From:

## Request for Legislative Action

| Fund:                           | Department:                           | Line Item Account:                   | Amount:   |
|---------------------------------|---------------------------------------|--------------------------------------|-----------|
| 008 (Anti-Crime Sales Tax Fund) | 4199 (JAG Drug Task Force 23-24)      | 32810 (Undesignated Fund Balance)    | \$349,292 |
| 008 (Anti-Crime Sales Tax Fund) | 4151 (Jackson County Drug Task Force) | 56798 (Grant Match)                  | \$160,000 |
| <b>Transferring Fund To:</b>    |                                       |                                      |           |
| Fund:                           | Department:                           | Line Item Account:                   | Amount:   |
| 008 (Anti-Crime Sales Tax Fund) | 4199 (JAG Drug Task Force 23-24)      | 56070 (Intergovernmental Agreements) | \$439,836 |
| 008 (Anti-Crime Sales Tax Fund) | 4199 (JAG Drug Task Force 23-24)      | 56630 (Rent - Auto)                  | \$69,456  |

| Prior Legislation       |                  |
|-------------------------|------------------|
| <b>Prior Ordinances</b> |                  |
| Ordinance:              | Ordinance date:  |
| 5653                    | August 29, 2022  |
| <b>Prior Resolution</b> |                  |
| Resolution:             | Resolution date: |
|                         |                  |

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

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

## Request for Legislative Action

|                |  |
|----------------|--|
| 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 Jackson County Drug Task Force requestor: Cari Beeman on 8/14/2023. Comments: Once the Ordinance has passed the attachments both Federal and State need to be signed by Jean Peters-Baker and her initials in the bottom right-hand corner of each page. Then I will need the originals so I can mail them to Jefferson City. If someone will let me know when they are all signed, I will come downtown to pick them up. Thanks Cari

Approved by Department Approver Dan Cummings on 8/14/2023 10:16:46 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/14/2023 10:33:58 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 8/14/2023 10:42:12 AM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 8/15/2023 8:23:21 AM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvia Stevenson on 8/15/2023 10:50:35 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 8/17/2023 11:37:38 AM. Comments:



## Supplemental Appropriation Request Jackson County, Missouri

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

Date: August 15, 2023

ORD # 5786  
eRLA # 1,051

| Department / Division                                                                                                                                                        | Character/Description                | From                | To                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------|---------------------|
| <b>Anti-Crime Sales Tax Fund - 008</b>                                                                                                                                       |                                      |                     |                     |
| 4151 - Jackson County Drug Task Force                                                                                                                                        | 56798 - Grant Match                  | 160,000             |                     |
| 4199 - Multi-Juris DTF                                                                                                                                                       | 45982 - Increase Revenue             | 349,292             |                     |
| 9999-Non Specific Department                                                                                                                                                 | 32810 - Undesignated Fund Balance    |                     | 509,292             |
| 9999-Non Specific Department                                                                                                                                                 | 32810 - Undesignated Fund Balance    | 509,292             |                     |
| 4199 - Multi-Juris DTF                                                                                                                                                       | 56070 - Intergovernmental Agreements |                     | 439,836             |
| 4199 - Multi-Juris DTF                                                                                                                                                       | 56630 - Rent - Auto                  |                     | 69,456              |
|                                                                                                                                                                              |                                      |                     |                     |
|                                                                                                                                                                              |                                      |                     |                     |
|                                                                                                                                                                              |                                      |                     |                     |
|                                                                                                                                                                              |                                      |                     |                     |
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|                                                                                                                                                                              |                                      |                     |                     |
|                                                                                                                                                                              |                                      |                     |                     |
|                                                                                                                                                                              |                                      |                     |                     |
|                                                                                                                                                                              |                                      |                     |                     |
| <div style="border: 1px solid green; border-radius: 5px; padding: 5px; display: inline-block;"> <b>APPROVED</b><br/> <i>By Sarah Matthes at 8:22 am, Aug 15, 2023</i> </div> |                                      | \$ <u>1,018,584</u> | \$ <u>1,018,584</u> |

Budgeting

**MICHAEL L. PARSON**  
Governor

**SANDRA K. KARSTEN**  
Director



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

STATE OF MISSOURI  
**DEPARTMENT OF PUBLIC SAFETY**  
**OFFICE OF THE DIRECTOR**

August 7, 2023

Chief of Police/Task Force Executive Board Chair Robert Muenz  
Jackson County, Drug Task Force  
415 E. 12th Street  
Kansas City, MO 64106

**Edward Byrne Memorial Justice Assistance Grant  
(JAG-DTF)**  
**Award Number:** 15PBJA-22-GG-00640-MUMU-F07  
**Award Amount:** \$157,182.00  
**Total Award:** \$349,292.00

**State Drug Task Force Grant  
(SDTF)**  
**Award Number:** 2024-STDF-S07  
**Award Amount:** \$192,110.00

Dear Chief of Police/Task Force Executive Board Chair Muenz:

Thank you for applying for the 2023 Edward Byrne Memorial Justice Grant (JAG-DTF)/ State Drug Task Force (SDTF) Grant. Your application has been approved for funding as listed above. Please review the feedback section of your application for details on which requested budget items have been awarded. Enclosed are two (2) *Subawards* for Federal and State funds. If the Project Director or the Authorized Official have changed please contact Amelia Jaegers for an updated award, her contact information is listed below.

The following documents must be returned to our office:

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

Please submit the signed documents through the WebGrants System in the Correspondence component of the grant. A scanned copy of the signed subaward documents will be provided for your records via the "Subaward Documents – Final" component in WebGrants.

If you have questions pertaining to the 2023 JAG DTF program, please contact: Amelia Jaegers at (573) 522-4094 or [Amelia.Jaegers@dps.mo.gov](mailto:Amelia.Jaegers@dps.mo.gov).

Sincerely,

A handwritten signature in blue ink that reads "Michelle Branson".

Michelle Branson  
Grants Supervisor, DPS Grant/Homeland Security  
Missouri Department of Public Safety  
(573) 526-9014  
[Michelle.Branson@dps.mo.gov](mailto:Michelle.Branson@dps.mo.gov)



**Missouri Department of Public Safety  
DPS Grants**

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

**SUBAWARD AGREEMENT**


| SUBRECIPIENT NAME<br><b>Jackson County, Drug Task Force</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                    | DATE<br><b>08/07/2023</b>                                                                                         |                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| ADDRESS<br><b>415 E. 12th Street</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                    | FEDERAL IDENTIFICATION NUMBER<br><b>15-PBJA-22-GG-00640-</b>                                                      | CONTROL NUMBER<br><b>F07</b>                                                                                |
| CITY<br><b>Kansas City</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                    | STATE<br><b>MO</b>                                                                                                | ZIP CODE<br><b>64106</b>                                                                                    |
| TOTAL AMOUNT OF THE FEDERAL AWARD<br><b>\$157,182.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                    | AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION<br><b>\$157,182.00</b>                                           |                                                                                                             |
| TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT<br><b>\$157,182.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                    | TOTAL APPROVED COST SHARING OR MATCHING<br><b>\$0.00</b>                                                          |                                                                                                             |
| PROJECT PERIOD FROM<br><b>07/01/2023</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | PROJECT PERIOD TO<br><b>06/30/2024</b>                             | FEDERAL AWARD DATE<br><b>08/07/2023</b>                                                                           |                                                                                                             |
| PROJECT TITLE<br><b>FY 2023 JAG DTF Jackson County, Drug Task Force</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                    | FUNDED BY<br><b>2022 Edward Byrne Memorial Justice Assistance Grant JAG</b>                                       |                                                                                                             |
| FEDERAL AWARDOING AGENCY<br><b>Department of Justice</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | PASS THROUGH ENTITY<br><b>Missouri Department of Public Safety</b> | IS THIS AWARD R&D<br><b>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></b>                   | INDIRECT COST RATE<br><b>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/><br/>AMOUNT</b> |
| CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER<br><b>16.738</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                    | METHOD OF PAYMENT (Reimbursement – Advanced)<br><b>Reimbursement</b>                                              |                                                                                                             |
| CONTACT INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                    |                                                                                                                   |                                                                                                             |
| DPS GRANTS CONTACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                    | SUBRECIPIENT PROJECT DIRECTOR                                                                                     |                                                                                                             |
| NAME<br><b>Amelia Jaegers</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                    | NAME<br><b>Chief of Police/Task Force Executive Board Chair</b>                                                   |                                                                                                             |
| E-MAIL ADDRESS<br><b>Amelia.Jaegers@dps.mo.gov</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                    | ADDRESS (if different from above)<br><b>1300 S. Broadway</b>                                                      |                                                                                                             |
| TELEPHONE<br><b>(573) 522-4094</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                    | CITY, STATE AND ZIP CODE<br><b>Blue Springs, MO 64015</b>                                                         |                                                                                                             |
| PROGRAM MANAGER<br><b>Joni McCarter</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                    | TELEPHONE<br><b>(816) 228-0151</b>                                                                                | E-MAIL ADDRESS<br><b>bmuenz@bluespringsgov.com</b>                                                          |
| SUMMARY DESCRIPTION OF PROJECT<br>The Missouri Department of Public Safety's strategic priorities encompass several key initiatives including; building relationships with external stakeholders, identifying hazards and threats to public safety, maintaining sufficient capacities to perform statutorily required responsibilities and utilizing Federal and State programs to protect, as well as, provide impactful service to Missouri citizens. We invite our stakeholders and partners to also adopt these priorities and join us in building more prepared, protected and secure Missouri communities. Public safety is a shared responsibility and funding should support priorities that are the most impactful and demonstrate the greatest return on investment. The Missouri Department of Public Safety seeks to forge partnerships with our law enforcement partners by providing them resources. The JAG DTF grant opportunity provides resources to combat drug related crimes. |                                                                    |                                                                                                                   |                                                                                                             |
| AWARDING AGENCY APPROVAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                    | SUBRECIPIENT AUTHORIZED OFFICIAL                                                                                  |                                                                                                             |
| TYPED NAME AND TITLE OF DPS OFFICIAL<br><b>Sandra K. Karsten, Director</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                    | TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL<br><b>Jean Peters-Baker, Jackson County Prosecutor's</b> |                                                                                                             |
| SIGNATURE OF APPROVING DPS OFFICIAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | DATE                                                               | SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL                                                                     | DATE                                                                                                        |
| <b>THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                    |                                                                                                                   |                                                                                                             |

|                                                           |                                                 |
|-----------------------------------------------------------|-------------------------------------------------|
| GRANT PROGRAM<br>FY 23 JAG-DTF                            | SUBRECIPIENT<br>Jackson County, Drug Task Force |
| AWARD NUMBER<br>15-PBJA-23-GG-00640-MUMU-F07              | DATE<br>08/07/2023                              |
| <b>SUBAWARD AGREEMENT</b><br><b>ARTICLES OF AGREEMENT</b> |                                                 |

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AUTHORIZED OFFICIAL INITIALS



|                                                           |                                                 |
|-----------------------------------------------------------|-------------------------------------------------|
| GRANT PROGRAM<br>FY 23 JAG-DTF                            | SUBRECIPIENT<br>Jackson County, Drug Task Force |
| AWARD NUMBER<br>15-PBJA-23-GG-00640-MUMU-F07              | DATE<br>08/07/2023                              |
| <b>SUBAWARD AGREEMENT</b><br><b>ARTICLES OF AGREEMENT</b> |                                                 |

|                |                                                                                         |
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AUTHORIZED OFFICIAL INITIALS



|                                                           |                                                 |
|-----------------------------------------------------------|-------------------------------------------------|
| GRANT PROGRAM<br>FY 23 JAG-DTF                            | SUBRECIPIENT<br>Jackson County, Drug Task Force |
| AWARD NUMBER<br>15-PBJA-23-GG-00640-MUMU-F07              | DATE<br>08/07/2023                              |
| <b>SUBAWARD AGREEMENT</b><br><b>ARTICLES OF AGREEMENT</b> |                                                 |

**Article I - Governing Directives**

The Subrecipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the “JAG Notice of Funding Opportunity”, the “DPS Financial and Administrative Guide”, the “DPS Subrecipient Travel Guidelines”, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.

**Article II - Compliance Training**


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

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

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

**Article IV - Non-Supplanting**

The Subrecipient assures that federal and/or state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

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**Article V - Change in Personnel**

The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Subaward Adjustment' component of WebGrants and complete a program revision with the appropriate information (hire date, salary and job requirements).

**Article VI - Subaward Adjustments**

The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.

**Article VII – Monitoring**

The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.

**Article VIII - Criminal Activity**

The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

**Article IX - Reporting Potential Fraud, Waste, and Abuse**

The Subrecipient shall not make false statements or claims in connection with any funds subawarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the U.S. Department of Justice, Office of Inspector General (OIG) and the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:

- (a) Submitted a claim that violates the False Claims Act; or
- (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

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

Mail: Office of Inspector General  
U.S. Department of Justice, Investigations Division  
1425 New York Avenue, N.W., Suite 7100  
Washington, D.C. 20530  
Online: <https://oig.justice.gov/hotline/contact-grants.htm>  
DOJ OIG Fax: (202) 616-9881

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

Mail: Missouri Department of Public Safety  
Office of the Director  
Attn: DPS Grants/Homeland Security  
P.O. Box 749  
1101 Riverside Drive  
Jefferson City, MO 65102-0749  
Email: [dpsinfo@dps.mo.gov](mailto:dpsinfo@dps.mo.gov)  
DPS Fax: (573) 751-5399

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


**Article X - Non-Disclosure Agreements**

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

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

In accepting this subaward, the Subrecipient:

- (a) Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and

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- (b) Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.

**Article XI - Protection from Reprisal for Disclosures**


The Subrecipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this subaward, a gross waste of the funds under this subaward, an abuse of authority relating to the funds under this subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this subaward.

**Article XII - Lobbying**

The Subrecipient understands and agrees that, in general, it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. Furthermore, the Subrecipient understands and agrees that, in general, federal law prohibits federal funds from being used to pay any person to influence (or attempt to influence) with respect to the awarding of a federal grant or cooperative agreement.

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

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

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**Article XIII - Fair Labor Standards Act:** All Subrecipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

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

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

**Article XV - Employment Eligibility Verification**

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

**Article XVI - Human Trafficking**

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

**Article XVII – Minors**

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

**Article XVIII – Relationship**

The Subrecipient agrees that it will represent itself to be an independent Subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Subrecipient shall assume all legal

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and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

**Article XIX - Texting While Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**Article XX - Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

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

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

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Mail: Missouri Department of Public Safety  
Office of the Director  
Attn: DPS Grants/Homeland Security  
P.O. Box 749  
1101 Riverside Drive  
Jefferson City, MO 65102-0749

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

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

**Article XXI - Computer Networks**

The Subrecipient understands and agrees that funds subawarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement-or victim assistance-related activity.

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

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

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

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

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

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

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

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

**Article XXVI - Ensuring Access to Federally Assisted Programs**


The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

**Article XXVII - Enforcing Civil Rights Laws**

The Subrecipient acknowledges that all recipients of federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, DOJ’s Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.

**Article XXVIII - Limited English Proficiency (LEP)**

The Subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency

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(LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <https://www.lep.gov/>.

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

The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

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

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


**Article XXX - Using Arrest and Conviction Records for Employment Decisions**

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

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

**Article XXXI - Finding of Discrimination**

The Subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a Subrecipient of federal funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court

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judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).

**Article XXXII - Unlawful Employment Practices**

The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

**Article XXXIII - Discrimination in Public Accommodations**

The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

**Article XXXIV - Fund Availability**

The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

**Article XXV - Release of Funds**

The Subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

**Article XXXVI - Duplicative Funding**

The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

**Article XXXVII - OJP Financial Guide**

The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

**Article XXXVIII - Allowable Costs**

The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are

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obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the "JAG Notice of Funding Opportunity". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.

**Article XXXIX - Financial Reporting Requirements**

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

The following is the Status Report scheduled:

| Report ID Number | Reporting Period        | Due Date         |
|------------------|-------------------------|------------------|
| 01               | 07/01/2023 – 09/30/2023 | October 10, 2023 |
| 02               | 10/01/2023 – 12/31/2023 | January 10, 2024 |
| 03               | 01/01/2024 – 03/31/2024 | April 10, 2024   |
| 04               | 04/01/2024 – 06/30/2024 | July 10, 2024    |


**Article XL - Program Income**

The Subrecipient agrees to account for program income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all program income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.

**Article XLI - Procurement**

The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:

- (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
- (b) Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
- (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.

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- (d) Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
- (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
- (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

**Article XLII - Buy American**

The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.


**Article XLIII - Buy Missouri**

The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

**Article XLIV - Debarment/Suspension**

The Subrecipient certifies, pursuant to nonprocurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

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- (c) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at [ojpcompliance@usdoj.gov](mailto:ojpcompliance@usdoj.gov), and, after such disclosure, the Subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the Subrecipient is necessary to protect the interests of the Government in this case;
- (d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (e) Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.

**Article XLV – Audit**

The Subrecipient agrees to comply with the organizational audit requirements of OJP Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) in the agency’s fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met or exceeded this federal threshold.


**Article XLVI – Compensation**

The Subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government’s Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

**Article XLVII - Suspension/Termination of Subaward**

The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

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

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**Article XLVIII – Enforceability**

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

**Article XLIX - National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR)**

The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of [Section 43.505 RSMo](#) which states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Agencies that are not compliant at the time of application will only be eligible to apply for grant funds to assist the agency in becoming compliant with [Section 43.505 RSMo](#). *For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months since January 1, 2022.*

**Article L - Vehicle Stops**

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

**Article LI – Police Use of Force Transparency Act of 2021**

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.

**Article LII - Federal Equitable Sharing Funds**


The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

**Article LIII - Custodial Interrogations**

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

**Article LIV - DWI Law – Law Enforcement**

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

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**Article LV - DWI Law – Prosecutors:** The Subrecipient assures, where the project agency is a county prosecutor’s office or municipal prosecutor’s office, its county prosecutor’s office or municipal prosecutor’s office is in compliance with Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

**Article LVI - Project Requirements:**

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

**Article LVII - Data Reporting Requirements**

The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the “JAG Notice of Funding Opportunity”. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

**Article LVIII - Printed Materials**


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

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

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

**Article LX - Time Records Requirement**

The Subrecipient assures that, **all** project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.

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**Article LXI - Body Armor**

The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that JAG funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA’s Bulletproof Vest Partnership (BVP) Program. Further, the Subrecipient understands that body armor purchased with JAG funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be “uniquely fitted vests”. In addition, body armor purchased with JAG funds must be made in the United States.

**Article LXII - Body Armor Policy**

The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written “mandatory wear” policy in effect. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. **The Subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the subaward.**

**Article LXIII - Body-Worn Cameras**

The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that JAG funds may be used to purchase body-worn cameras but may not be used as the 50% match for purposes of BJA’s Body-Worn Camera Policy and Implementation Program (BWC Program).

**Article LXIV - Body-Worn Camera Policy**

The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. [The Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at <https://bja.ojp.gov/program/body-worn-cameras-bwcs/overview>, provides model BWC policies and best practices to assist departments in implementing BWC programs.] **The Subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the subaward.**

**Article LXV - Criminal Intelligence Systems**

The Subrecipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.

**Article LXVI - Duplication of Networks**

The Subrecipient assures that all equipment/software requested and purchased under this subaward must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of

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operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.

**Article LXVII - Mitigation Plan**

The Subrecipient agrees to fully comply with the Missouri Department of Public Safety's *Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations*, where such grant-funded project is for a drug task force. No monies from this subaward may be obligated to support methamphetamine lab operations unless the Subrecipient agrees to this special condition and fully participates in implementation of the Mitigation Plan.


**Article LXVIII - NEPA**

The Subrecipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly or indirectly. Accordingly, the Subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Subrecipient agrees to contact the Missouri Department of Public Safety, Office of Director.

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

- (a) New construction;
- (b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- (c) A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
- (d) Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.
- (e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

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

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

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

**Article LXX - Drug Task Force Training**

The Subrecipient agrees to complete, where such grant-funded project is for a drug task force, the online task force training provided free of charge through BJA’s Center for Task Force Leadership and Integrity and submit a copy of each curriculum certificate upon completion and within the stated timeframe as outlined in the “JAG Notice of Funding Opportunity”. The training is intended for the task force commander, agency executive, grant funded task force officers, and other task force members of equivalent rank.


**Article LXXI - Death in Custody Reporting Act (DCRA):** When a death occurs while a person is 1. Detailed by law enforcement, 2. Under arrest, 3. In the process of being arrested, 4. En route to being incarcerated or detained or 5. Incarcerated at any correctional facility, including contract facilities. Missouri law enforcement agencies experiencing a death in custody collect and submit to Missouri Department of Public Safety, a Death in Custody report. The report template can be found online at [Missouri Department of Public Safety | Death in Custody Reporting Act - DCRA \(mo.gov\)](https://www.missouri.gov/missouri-department-of-public-safety/death-in-custody-reporting-act-dcra). FAQs can be found online at [Death in Custody Reporting Act: Reporting Guidance and Frequently Asked Questions \(ojp.gov\)](https://www.ojp.gov/death-in-custody-reporting-act-reporting-guidance-and-frequently-asked-questions)

| Death Occurred     | DCRA due to MO DPS |
|--------------------|--------------------|
| January - March    | April 15           |
| April - June       | July 15            |
| July- September    | October 15         |
| October - December | January 15         |

**Article LXXII - Rap Back Program Participation:** The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.


**Article LXXIII – DPS Grants/Homeland Security, Specific:**

By accepting this award, the Recipient agrees:

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1. Status Reports are required to be submitted quarterly through the WebGrants system. A spending plan will need to be completed when requested by the Grant Specialist.
2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The Recipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Public Safety, you must request instructions from DPS to make proper disposition of the equipment following the DPS Administrative Guide.
3. Expenditures for equipment and supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
4. DPS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the Recipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Recipient under the contract shall, at the option of the DPS, become property of the State of Missouri. The Recipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
5. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
6. To follow the grant program guidelines as stated in the DPS Administrative Guide for DPS Grants, as well as, Information Bulletins released by the DPS Grants to provide important updates, clarifications and policy statements related to the Criminal Justice/law Enforcement Unit grant programs.
7. In the event DPS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement,


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the Recipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Recipient acceptance of the changes to the award.

8. Prior written approval from DPS Grants is required prior to making any changes to the approved budget for this award.

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**Missouri Department of Public Safety**

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

**SUBAWARD AGREEMENT**

| SUBRECIPIENT NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                   | DATE                                                     |                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------------------------------|---------------------------|
| Jackson County, Drug Task Force                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   | 08/07/2023                                               |                           |
| ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                   | AWARD NUMBER                                             |                           |
| 415 E. 12th Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   | 2024-SDTF-S07                                            |                           |
| CITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   | STATE                                                    | ZIP CODE                  |
| Kansas City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                   | MO                                                       | 64106                     |
| TOTAL AMOUNT OF THE STATE AWARD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |                                                          |                           |
| \$192,110.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |                                                          |                           |
| PROJECT PERIOD FROM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | PROJECT PERIOD TO | STATE AWARD DATE                                         |                           |
| 07/01/2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 06/30/2024        | 08/07/2023                                               |                           |
| PROJECT TITLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                   | FUNDED BY                                                |                           |
| FY 23 JAG DTF Jackson County, Drug Task Force                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                   | Missouri Department of Public Safety                     |                           |
| METHOD OF PAYMENT (Reimbursement – Advanced)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |                                                          |                           |
| Reimbursement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                   |                                                          |                           |
| CONTACT INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                   |                                                          |                           |
| DPS GRANTS CONTACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   | SUBRECIPIENT PROJECT DIRECTOR                            |                           |
| NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   | NAME                                                     |                           |
| Amelia Jaegers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                   | Chief of Police/Task Force Executive Board Chair         |                           |
| E-MAIL ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                   | ADDRESS (If different from above)                        |                           |
| Amelia.Jaegers@dps.mo.gov                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                   | 1300 S. Broadway                                         |                           |
| TELEPHONE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                   | CITY, STATE AND ZIP CODE                                 |                           |
| (573) 522-4094                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                   | Blue Springs, MO 64015                                   |                           |
| PROGRAM MANAGER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   | TELEPHONE                                                | E-MAIL ADDRESS            |
| Joni McCarter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                   | (816) 228-0151                                           | bmuenz@bluespringsgov.com |
| SUMMARY DESCRIPTION OF PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                   |                                                          |                           |
| <p>The Missouri Department of Public Safety's strategic priorities encompass several key initiatives including; building relationships with external stakeholders, identifying hazards and threats to public safety, maintaining sufficient capacities to perform statutorily required responsibilities and utilizing Federal and State programs to protect, as well as, provide impactful service to Missouri citizens. We invite our stakeholders and partners to also adopt these priorities and join us in building more prepared, protected and secure Missouri communities. Public safety is a shared responsibility and funding should support priorities that are the most impactful and demonstrate the greatest return on investment. The Missouri Department of Public Safety seeks to forge partnerships with our law enforcement partners by providing them resources. The JAG DTF grant opportunity provides resources to combat drug related crimes.</p> |                   |                                                          |                           |
| AWARDING AGENCY APPROVAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                   | SUBRECIPIENT AUTHORIZED OFFICIAL                         |                           |
| TYPED NAME AND TITLE OF DPS OFFICIAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   | TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL |                           |
| Sandra K. Karsten, Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                   | Jean Peters-Baker, Jackson County Prosecutor's           |                           |
| SIGNATURE OF APPROVING DPS OFFICIAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | DATE              | SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL            | DATE                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |                                                          |                           |
| <p><b>THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                   |                                                          |                           |

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**SUBAWARD AGREEMENT**  
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## SUBAWARD AGREEMENT

### ARTICLES OF AGREEMENT

#### **Article I - Governing Directives**

The Subrecipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the “JAG Notice of Funding Opportunity”, the “DPS Financial and Administrative Guide”, the “DPS Subrecipient Travel Guidelines”, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.

#### **Article II - Compliance Training**

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

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

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

#### **Article IV - Non-Supplanting**

The Subrecipient assures that federal and/or state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

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**Article V - Change in Personnel**

The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Subaward Adjustment' component of WebGrants and complete a program revision with the appropriate information (hire date, salary and job requirements).

**Article VI - Subaward Adjustments**

The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.

**Article VII – Monitoring**

The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.

**Article VIII - Criminal Activity**

The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

**Article IX - Reporting Potential Fraud, Waste, and Abuse**

The Subrecipient shall not make false statements or claims in connection with any funds subawarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the U.S. Department of Justice, Office of Inspector General (OIG) and the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:

- (a) Submitted a claim that violates the False Claims Act; or
- (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

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

Mail: Office of Inspector General  
U.S. Department of Justice, Investigations Division  
1425 New York Avenue, N.W., Suite 7100  
Washington, D.C. 20530  
Online: <https://oig.justice.gov/hotline/contact-grants.htm>  
DOJ OIG Fax: (202) 616-9881

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

Mail: Missouri Department of Public Safety  
Office of the Director  
Attn: DPS Grants/Homeland Security  
P.O. Box 749  
1101 Riverside Drive  
Jefferson City, MO 65102-0749  
Email: [dpsinfo@dps.mo.gov](mailto:dpsinfo@dps.mo.gov)  
DPS Fax: (573) 751-5399

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

**Article X - Non-Disclosure Agreements**


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

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

In accepting this subaward, the Subrecipient:

- (a) Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and

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- (b) Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.

**Article XI - Protection from Reprisal for Disclosures**

The Subrecipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this subaward, a gross waste of the funds under this subaward, an abuse of authority relating to the funds under this subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this subaward.

**Article XII - Lobbying**

The Subrecipient understands and agrees that, in general, it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. Furthermore, the Subrecipient understands and agrees that, in general, federal law prohibits federal funds from being used to pay any person to influence (or attempt to influence) with respect to the awarding of a federal grant or cooperative agreement.

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

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

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**Article XIII - Fair Labor Standards Act:** All Subrecipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

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

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

**Article XV - Employment Eligibility Verification**

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

**Article XVI - Human Trafficking**

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

**Article XVII – Minors**

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

**Article XVIII – Relationship**

The Subrecipient agrees that it will represent itself to be an independent Subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Subrecipient shall assume all legal

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and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

**Article XXIX - Texting While Driving**


Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**Article XX - Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

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

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

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Mail: Missouri Department of Public Safety  
Office of the Director  
Attn: DPS Grants/Homeland Security  
P.O. Box 749  
1101 Riverside Drive  
Jefferson City, MO 65102-0749

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

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

**Article XXI - Computer Networks**


The Subrecipient understands and agrees that funds subawarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement-or victim assistance-related activity.

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

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

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

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

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

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

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

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

**Article XXVI - Ensuring Access to Federally Assisted Programs**


The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

**Article XXVII - Enforcing Civil Rights Laws**

The Subrecipient acknowledges that all recipients of federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, DOJ’s Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.

**Article XXVIII - Limited English Proficiency (LEP)**

The Subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency

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(LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <https://www.lep.gov/>.

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

The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

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

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

**Article XXX - Using Arrest and Conviction Records for Employment Decisions**

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

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

**Article XXXI - Finding of Discrimination**

The Subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a Subrecipient of federal funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court

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judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).

**Article XXXII - Unlawful Employment Practices**

The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

**Article XXXIII - Discrimination in Public Accommodations**

The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

**Article XXXIV - Fund Availability**

The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

**Article XXV - Release of Funds**

The Subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

**Article XXXVI - Duplicative Funding**


The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

**Article XXXVII - OJP Financial Guide**

The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

**Article XXXVIII - Allowable Costs**

The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are

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obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the "JAG Notice of Funding Opportunity". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.

**Article XXXIX - Financial Reporting Requirements**

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

The following is the Status Report scheduled:

| Report ID Number | Reporting Period        | Due Date         |
|------------------|-------------------------|------------------|
| 01               | 07/01/2023 – 09/30/2023 | October 10, 2023 |
| 02               | 10/01/2023 – 12/31/2023 | January 10, 2024 |
| 03               | 01/01/2024 – 03/31/2024 | April 10, 2024   |
| 04               | 04/01/2024 – 06/30/2024 | July 10, 2024    |

**Article XL - Program Income**

The Subrecipient agrees to account for program income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all program income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.

**Article XLI - Procurement**

The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:

- (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
- (b) Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
- (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.

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- (d) Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
- (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
- (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

**Article XLII - Buy American**

The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.


**Article XLIII - Buy Missouri**

The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

**Article XLIV - Debarment/Suspension**

The Subrecipient certifies, pursuant to nonprocurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

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- (c) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at [ojpcompliance@usdoj.gov](mailto:ojpcompliance@usdoj.gov), and, after such disclosure, the Subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the Subrecipient is necessary to protect the interests of the Government in this case;
- (d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (e) Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.

**Article XLV – Audit**

The Subrecipient agrees to comply with the organizational audit requirements of OJP Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) in the agency’s fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met or exceeded this federal threshold.


**Article XLVI – Compensation**

The Subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government’s Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

**Article XLVII - Suspension/Termination of Subaward**

The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

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

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**Article XLVIII – Enforceability**

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

**Article XLIX - National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR)**

The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of [Section 43.505 RSMo](#) which states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Agencies that are not compliant at the time of application will only be eligible to apply for grant funds to assist the agency in becoming compliant with [Section 43.505 RSMo](#). *For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months since January 1, 2022.*

**Article L - Vehicle Stops**

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

**Article LI – Police Use of Force Transparency Act of 2021**

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.

**Article LII - Federal Equitable Sharing Funds**

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.


**Article LIII - Custodial Interrogations**

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

**Article LIV - DWI Law – Law Enforcement**

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

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**Article LV - DWI Law – Prosecutors:** The Subrecipient assures, where the project agency is a county prosecutor’s office or municipal prosecutor’s office, its county prosecutor’s office or municipal prosecutor’s office is in compliance with Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

**Article LVI - Project Requirements:**

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

**Article LVII - Data Reporting Requirements**

The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the “JAG Notice of Funding Opportunity”. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

**Article LVIII - Printed Materials**

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


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

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

**Article LX - Time Records Requirement**

The Subrecipient assures that, **all** project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.

**Article LXI - Body Armor**

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The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that JAG funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA's Bulletproof Vest Partnership (BVP) Program. Further, the Subrecipient understands that body armor purchased with JAG funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with JAG funds must be made in the United States.

#### **Article LXII - Body Armor Policy**

The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. **The Subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the subaward.**

#### **Article LXIII - Body-Worn Cameras**

The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that JAG funds may be used to purchase body-worn cameras but may not be used as the 50% match for purposes of BJA's Body-Worn Camera Policy and Implementation Program (BWC Program).

#### **Article LXIV - Body-Worn Camera Policy**

The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. [The Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at <https://bja.ojp.gov/program/body-worn-cameras-bwcs/overview>, provides model BWC policies and best practices to assist departments in implementing BWC programs.] **The Subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the subaward.**

#### **Article LXV - Criminal Intelligence Systems**

The Subrecipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.

#### **Article LXVI - Duplication of Networks**

The Subrecipient assures that all equipment/software requested and purchased under this subaward must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.

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**Article LXVII - Mitigation Plan**

The Subrecipient agrees to fully comply with the Missouri Department of Public Safety's *Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations*, where such grant-funded project is for a drug task force. No monies from this subaward may be obligated to support methamphetamine lab operations unless the Subrecipient agrees to this special condition and fully participates in implementation of the Mitigation Plan.

**Article LXVIII - NEPA**

The Subrecipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly or indirectly. Accordingly, the Subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Subrecipient agrees to contact the Missouri Department of Public Safety, Office of Director.

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

- (a) New construction;
- (b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- (c) A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
- (d) Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.
- (e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

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

AUTHORIZED OFFICIAL INITIALS



|                                                    |                                                 |
|----------------------------------------------------|-------------------------------------------------|
| GRANT PROGRAM<br>FY 23 JAG-DTF                     | SUBRECIPIENT<br>Jackson County, Drug Task Force |
| AWARD NUMBER<br>2024-SDTF-S07                      | DATE<br>08/07/2023                              |
| <b>SUBAWARD AGREEMENT</b><br>ARTICLES OF AGREEMENT |                                                 |

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

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

**Article LXX - Drug Task Force Training**

The Subrecipient agrees to complete, where such grant-funded project is for a drug task force, the online task force training provided free of charge through BJA’s Center for Task Force Leadership and Integrity and submit a copy of each curriculum certificate upon completion and within the stated timeframe as outlined in the “JAG Notice of Funding Opportunity”. The training is intended for the task force commander, agency executive, grant funded task force officers, and other task force members of equivalent rank.

**Article LXXI - Death in Custody Reporting Act (DCRA):** When a death occurs while a person is 1. Detailed by law enforcement, 2. Under arrest, 3. In the process of being arrested, 4. En route to being incarcerated or detained or 5. Incarcerated at any correctional facility, including contract facilities. Missouri law enforcement agencies experiencing a death in custody collect and submit to Missouri Department of Public Safety, a Death in Custody report. The report template can be found online at [Missouri Department of Public Safety | Death in Custody Reporting Act - DCRA \(mo.gov\)](https://www.missouri.gov/missouri-department-of-public-safety/death-in-custody-reporting-act-dcra). FAQs can be found online at [Death in Custody Reporting Act: Reporting Guidance and Frequently Asked Questions \(ojp.gov\)](https://www.ojp.gov/death-in-custody-reporting-act-reporting-guidance-and-frequently-asked-questions)


| Death Occurred     | DCRA due to MO DPS |
|--------------------|--------------------|
| January - March    | April 15           |
| April - June       | July 15            |
| July- September    | October 15         |
| October - December | January 15         |

**Article LXXII - Rap Back Program Participation:** The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

**Article LXXIII – DPS Grants/Homeland Security, Specific:**

By accepting this award, the Recipient agrees:


1. Status Reports are required to be submitted quarterly through the WebGrants system. A spending plan will need to be completed when requested by the Grant Specialist.

AUTHORIZED OFFICIAL INITIALS  


|                                                           |                                                 |
|-----------------------------------------------------------|-------------------------------------------------|
| GRANT PROGRAM<br>FY 23 JAG-DTF                            | SUBRECIPIENT<br>Jackson County, Drug Task Force |
| AWARD NUMBER<br>2024-SDTF-S07                             | DATE<br>08/07/2023                              |
| <b>SUBAWARD AGREEMENT</b><br><b>ARTICLES OF AGREEMENT</b> |                                                 |


2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The Recipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Public Safety, you must request instructions from DPS to make proper disposition of the equipment following the DPS Administrative Guide.
3. Expenditures for equipment and supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
4. DPS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the Recipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Recipient under the contract shall, at the option of the DPS, become property of the State of Missouri. The Recipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
5. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
6. To follow the grant program guidelines as stated in the DPS Administrative Guide for DPS Grants, as well as, Information Bulletins released by the DPS Grants to provide important updates, clarifications and policy statements related to the Criminal Justice/law Enforcement Unit grant programs.
7. In the event DPS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the Recipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Recipient acceptance of the changes to the award.

AUTHORIZED OFFICIAL INITIALS



|                                                           |                                                 |
|-----------------------------------------------------------|-------------------------------------------------|
| GRANT PROGRAM<br>FY 23 JAG-DTF                            | SUBRECIPIENT<br>Jackson County, Drug Task Force |
| AWARD NUMBER<br>2024-SDTF-S07                             | DATE<br>08/07/2023                              |
| <b>SUBAWARD AGREEMENT</b><br><b>ARTICLES OF AGREEMENT</b> |                                                 |

8. Prior written approval from DPS Grants is required prior to making any changes to the approved budget for this award.

AUTHORIZED OFFICIAL INITIALS  




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

**A RESOLUTION** declaring certain property within the Sheriff's Office as surplus property and authorizing its transfer to the Lone Jack Fire Protection District.

**RESOLUTION NO. 21373**, August 21, 2023

**INTRODUCED BY** DaRon McGee, County Legislator

WHEREAS, the Sheriff's Office is in possession of public safety radio equipment that is no longer of use to the Sheriff's Office; and,

WHEREAS, pursuant to chapter 11 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends that said property be declared surplus and transferred to the Lone Jack Fire Protection District; and,

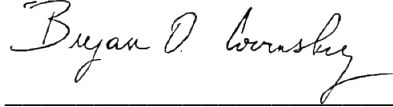
WHEREAS, the Lone Jack Fire Protection District is the only public safety agency that currently is not a participant in the Metropolitan Area Regional Radio System (MARRS) and does not have current radio equipment in order to stay in contact with the Jackson County Sheriff's Office, Lone Jack Police Department, or the Jackson County Sheriff's Office Dispatch; and,

WHEREAS, the Lone Jack Fire Protection District is prepared to join MARRS, however does not yet have compatible radio equipment; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the specified public safety radio equipment property within the Sheriff's Office, be and hereby is declared surplus, and that the County Executive be and hereby is authorized to execute the attached Cooperative Agreement pursuant to chapter 11 of the Jackson County Code, 1984.

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

APPROVED AS TO FORM:



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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21373 of August 21, 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 FOR  
PUBLIC SAFETY RADIO EQUIPMENT TRANSFER OF OWNERSHIP**

**THIS COOPERATIVE AGREEMENT** (Agreement) is made and entered into this 07 day of AUGUST, 2023, by and between **JACKSON COUNTY, MISSOURI** (hereinafter referred to as "the County"), and the **LONE JACK FIRE PROTECTION DISTRICT** (hereinafter referred to as "the District").

WHEREAS, the County and the District have proposed to cooperate in the transfer of surplus public safety radio equipment from the County to the District; and,

WHEREAS, the Jackson County Sheriff's Office provides dispatch services to the Lone Jack Police Department, whose service area is within the District's service area; and,

WHEREAS, the Jackson County Sheriff's Office provides law enforcement and dispatch services in the unincorporated areas within the District's service area; and,

WHEREAS, the District is the only public safety agency in Jackson County which is not a current participant in the Metropolitan Area Regional Radio System (MARRS) to allow for interoperable communications and has no direct radio contact with the Sheriff's Office, Lone Jack Police Department, or Sheriff's Office Dispatch; and,

WHEREAS, the District is prepared to join MARRS, but does not yet own compatible radio equipment; and,

WHEREAS, the County owns public safety radio equipment which is surplus to the County's needs; and,

WHEREAS, transfer of ownership of the surplus public safety radio equipment from the County to the District is in the best interests of the health, safety, and welfare of the citizens of the County and of the District, now therefore,

IT IS AGREED, by and between the parties as follows:

1. The County will transfer ownership of twenty-five (25) Motorola APX7000 radios, and twenty-five (25) Motorola APX7500 radios to the District at no cost.
2. The District will be responsible for the programming and preparation of the radios for use on the Metropolitan Area Regional Radio System (MARRS), and any maintenance, repair, subscription or license fees once ownership is transferred.
3. Neither party to this Agreement shall assume any responsibility or liability for the acts or inaction of the other party, its officers, agents, or employees, except as provided in section 70.290, RSMo.
4. This Agreement shall be effective as of the date first written above.
5. Either party may terminate this Agreement by giving 90 days advance written notice to the other party. In the event of termination, neither party shall have any obligations to the other party.
6. Invalidity of any part of this Agreement by judgement or other court action shall in no way effect any other provisions, which shall remain in full force and effect.
7. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address as the party shall designate in writing:

COUNTY

Sheriff Darryl Forte  
4001 NE Lakewood CT  
Lee's Summit, MO 64064

DISTRICT

Chief Dave Kelsey  
107 W Main ST  
Lone Jack, MO 64075

8. This Agreement incorporates the entire agreement and understanding of the parties.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement on the date first written above.

APPROVED AS TO FORM:

By \_\_\_\_\_  
\_\_\_\_\_

LONE JACK FIRE PROTECTION DISTRICT

By Melanie Schrader

Melanie Schrader  
Board President

ATTEST:

By Dave Kelsey

DAVE KELSEY

APPROVED AS TO FORM:

By \_\_\_\_\_  
\_\_\_\_\_

JACKSON COUNTY, MISSOURI

By \_\_\_\_\_

Frank White, Jr.  
County Executive

ATTEST:

By \_\_\_\_\_  
\_\_\_\_\_

## Request for Legislative Action

Res. #21373  
Sponsor: DaRon McGee  
Date: August 21, 2023

| Completed by County Counselor's Office |             |                           |           |
|----------------------------------------|-------------|---------------------------|-----------|
| Action Requested:                      | Resolution  | Res.Ord No.:              | 21373     |
| Sponsor(s):                            | DaRon McGee | Legislature Meeting Date: | 8/21/2023 |

| Introduction                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Action Items:</b> ['Authorize']                                                                                                                                                                                         |
| <b>Project/Title:</b>                                                                                                                                                                                                      |
| Authorizing the County Executive to execute an agreement with the Lone Jack Fire Protection District transferring certain County-owned public safety radio equipment to the District at no cost to the County or District. |

| Request Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The Sheriff's Office requests that certain county-owned public safety radio equipment be transferred to the Lone Jack Fire Protection District, another governmental agency, without compensation. The property in question are 50 Motorola APX radios which were originally acquired by the County in 2014 and replaced by the County with new radios in 2023. The 50 radios have been replaced and are no longer in use by the County. The agreement transfers ownership of the radios to the Lone Jack Fire Protection District and relieves the County of any future maintenance or subscription costs associated with the radios' use on the Metropolitan Regional Radio System. This transfer of equipment that is no longer useful to the County will allow the Lone Jack Fire Protection District, the only remaining public safety entity in Jackson County not using the regional MARRS radio system, to begin using that system in the interest of the safety of residents in the City of Lone Jack and in surrounding unincorporated communities.</p> |

| Contact Information |                            |                        |                        |
|---------------------|----------------------------|------------------------|------------------------|
| <b>Department:</b>  | Sheriff                    | <b>Submitted Date:</b> | 8/7/2023               |
| <b>Name:</b>        | Danny F. Barnes            | <b>Email:</b>          | DBarnes@jacksongov.org |
| <b>Title:</b>       | Sergeant - Technology Unit | <b>Phone:</b>          | 816-810-5954           |

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

## Request for Legislative Action

| Prior Legislation |                   |
|-------------------|-------------------|
| Prior Ordinances  |                   |
| Ordinance:        | Ordinance date:   |
| 4471              | November 13, 2012 |
| 4591              | November 5, 2013  |
| Prior Resolution  |                   |
| Resolution:       | Resolution date:  |
| 20757             | September 9, 2021 |

| 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 Sheriff requestor: Danny F. Barnes on 8/7/2023. Comments:

Approved by Department Approver Ronald A. Fletcher on 8/7/2023 4:19:13 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/8/2023 10:07:33 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 8/8/2023 11:37:20 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 8/8/2023 1:14:43 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 8/8/2023 1:51:45 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 8/17/2023 11:31:06 AM. Comments:

Surplus Motorola APX subscriber unit radios to be transferred from Jackson County Sheriff's Office to Lone Jack Fire Protection District

| <b>Model Number</b> | <b>Model Name</b> | <b>Serial Number</b> | <b>Acquisition Date</b> |
|---------------------|-------------------|----------------------|-------------------------|
| H97TGD9PW1AN        | APX7000           | 655CPF0913           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0915           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0916           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0918           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0919           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0922           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0926           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0928           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0931           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0937           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0943           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0946           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0950           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0951           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0956           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0966           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0969           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0970           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0977           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0978           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0988           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0992           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF0995           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF1000           | 6/25/2014               |
| H97TGD9PW1AN        | APX7000           | 655CPF1002           | 6/25/2014               |
| M30TSS9PW1AN        | APX7500           | 656CPF1956           | 6/25/2014               |
| M30TSS9PW1AN        | APX7500           | 656CPF1963           | 6/25/2014               |
| M30TSS9PW1AN        | APX7500           | 656CPF1964           | 6/25/2014               |
| M30TSS9PW1AN        | APX7500           | 656CPF1965           | 6/25/2014               |
| M30TSS9PW1AN        | APX7500           | 656CPF1966           | 6/25/2014               |
| M30TSS9PW1AN        | APX7500           | 656CPF1968           | 6/25/2014               |

|              |         |            |           |
|--------------|---------|------------|-----------|
| M30TSS9PW1AN | APX7500 | 656CPF1973 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF1985 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF1990 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF1992 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF2721 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF2723 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF2726 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF2728 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF2729 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF2731 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF2735 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF2742 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF2752 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF2760 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF2761 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF2762 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF2766 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF2767 | 6/25/2014 |
| M30TSS9PW1AN | APX7500 | 656CPF2768 | 6/25/2014 |

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

**A RESOLUTION** transferring \$40,000.00 within the 2023 General Fund to cover the cost of a media campaign to fill staff positions for use by the Department of Corrections.

**RESOLUTION NO. 21374**, August 21, 2023

**INTRODUCED BY** Venessa Huskey, County Legislator

WHEREAS, the Detention Center is in need of a media campaign for outreach to a diverse audience and to generate awareness of career opportunities at the Sheriff's Office, Detention Center, and Office of Population Control; and,

WHEREAS, the estimated cost of this media campaign is \$40,000.00 and will include targeted placement on news programs, social media, streaming services, and other strategically focused programs; and,

WHEREAS, the Office of Communications will direct this effort and coordinate media buys with local outlets, including Fox-4, KCTV-5, KMBC-9 and KSHB-41, all of which are in compliance and sole source purchases pursuant to section 1030.1 of the Jackson County Code; and,

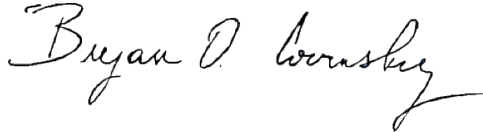
WHEREAS, a transfer is necessary to place the funds needed for this purchase in the appropriate spending account; now therefore,

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

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|----------------------------|------------------------------|-------------|-----------|
| General Fund               |                              |             |           |
| Corrections                |                              |             |           |
| 001-2701                   | 55010 – Regular Salaries     | \$40,000    |           |
| 001-2701                   | 56210 – Advertising          |             | \$40,000  |

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

APPROVED AS TO FORM:



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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21374 of August 21, 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.

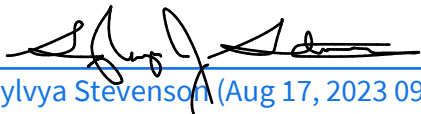
ACCOUNT NUMBER: 001 2701 55010

ACCOUNT TITLE: General Fund  
Corrections  
Regular Salaries

NOT TO EXCEED: \$40,000.00

08/17/2023

\_\_\_\_\_  
Date

  
Sylvia Stevenson (Aug 17, 2023 09:08 CDT)  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Res. #21374  
Sponsor: Venessa Huskey  
Date: August 21, 2023

| Completed by County Counselor's Office |                |                           |           |
|----------------------------------------|----------------|---------------------------|-----------|
| Action Requested:                      | Resolution     | Res.Ord No.:              | 21374     |
| Sponsor(s):                            | Venessa Huskey | Legislature Meeting Date: | 8/21/2023 |

| Introduction                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Action Items:</b> ['Transfer']                                                                                                                                                                                                                              |
| <b>Project/Title:</b>                                                                                                                                                                                                                                          |
| A Resolution requesting the transfer of \$40,000.00, within the 2023, Jackson County Sheriff's Office, Detention Center, General Fund to cover the cost of a media campaign, designed to expand efforts to fill open positions throughout various departments. |

| Request Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>It is essential that we connect with a diverse audience to promote the open positions which will include outreach through multiple platforms targeting Jackson County Residents. We have the potential to reach thousands of viewers and generate awareness of the career opportunities available at the Jackson County Sheriff's Office, Detention Center and Office of Population Control.</p> <p>Our campaign will include commercials that can be viewed on multiple devices such as television, tablets, online video, and streaming devices.</p> <p>The estimated cost of this campaign is \$40,000.00, and will include Media Buy on multiple networks, cable and radio. Depending on the station the following components will be part of the buy:</p> <ul style="list-style-type: none"><li>• Spots during the news</li><li>• Social presence</li><li>• Strategic placed spots throughout programming</li><li>• Job Alert sponsorship placement</li><li>• Spots on streaming service</li></ul> <p>Jackson County Communications Department will be purchasing media time with all four KC TV stations. All four stations, FOX-4 KC News, KCTV-5, KMBC-9 Hearst Broadcast, and KSHB-41 Scripps News are all in compliance with Jackson County and should be considered a Sole Source per Chapter 10 Section 1030.1.</p> <p>Communications has worked with all four stations; each has different values and ratings based off reach and frequency. Based on schedule availability and type of extra promotions other than News media spots the schedule will differ from station to station. This campaign will be led and managed by Director of Communications, Angie Jeffries.</p> |

| Contact Information |                    |                        |                       |
|---------------------|--------------------|------------------------|-----------------------|
| <b>Department:</b>  | Corrections        | <b>Submitted Date:</b> | 8/10/2023             |
| <b>Name:</b>        | Deloris M. Wells   | <b>Email:</b>          | DWells@jacksongov.org |
| <b>Title:</b>       | Deputy Director of | <b>Phone:</b>          | 816-881-4210          |



## Request for Legislative Action

|  |                |  |  |
|--|----------------|--|--|
|  | Administration |  |  |
|--|----------------|--|--|

| <b>Budget Information</b>                               |                    |                          |          |
|---------------------------------------------------------|--------------------|--------------------------|----------|
| Amount authorized by this legislation this fiscal year: |                    |                          | \$40,000 |
| Amount previously authorized this fiscal year:          |                    |                          | \$ 0     |
| Total amount authorized after this legislative action:  |                    |                          | \$40,000 |
| Is it transferring fund?                                |                    |                          | Yes      |
| <b>Transferring Fund From:</b>                          |                    |                          |          |
| Fund:                                                   | Department:        | Line Item Account:       | Amount:  |
| 001 (General Fund)                                      | 2701 (Corrections) | 55010 (Regular Salaries) | \$40,000 |
| <b>Transferring Fund To:</b>                            |                    |                          |          |
| Fund:                                                   | Department:        | Line Item Account:       | Amount:  |
| 001 (General Fund)                                      | 2701 (Corrections) | 56210 (Advertising)      | \$40,000 |

| <b>Prior Legislation</b> |                  |
|--------------------------|------------------|
| <b>Prior Ordinances</b>  |                  |
| Ordinance:               | Ordinance date:  |
|                          |                  |
| <b>Prior Resolution</b>  |                  |
| Resolution:              | Resolution date: |
|                          |                  |

| <b>Purchasing</b>                                                                          |                |
|--------------------------------------------------------------------------------------------|----------------|
| Does this RLA include the purchase or lease of supplies, materials, equipment or services? | 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            |

| <b>Compliance</b>                                            |
|--------------------------------------------------------------|
| <b>Certificate of Compliance</b>                             |
| Not Applicable                                               |
| <b>Minority, Women and Veteran Owned Business Program</b>    |
| Goals Not Applicable for following reason: Less than \$50000 |
| MBE: .00%                                                    |

## Request for Legislative Action

|                        |
|------------------------|
| WBE: .00%              |
| VBE: .00%              |
| <b>Prevailing Wage</b> |
| Not Applicable         |

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

## Request for Legislative Action

### History

Submitted by Corrections requestor: Deloris M. Wells on 8/10/2023. Comments: This transfer request from the Salary Account for the purpose of expanding our recruitment efforts has been discussed and approved by Mr. Schulte.

Returned for more information by Department Approver Diana L. Knapp on 8/10/2023 11:31:57 AM. Comments: As discussed.

Submitted by Requestor Deloris M. Wells on 8/10/2023 11:35:25 AM. Comments:

Approved by Department Approver Diana L. Knapp on 8/10/2023 11:39:12 AM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 8/10/2023 11:50:15 AM. Comments: What are the plans to bid these services?

Submitted by Requestor Deloris M. Wells on 8/10/2023 12:33:03 PM. Comments: Updated

Approved by Department Approver Diana L. Knapp on 8/10/2023 12:40:57 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 8/10/2023 1:05:57 PM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 8/10/2023 1:20:18 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 8/10/2023 1:36:18 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 8/10/2023 10:04:34 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 8/17/2023 11:32:47 AM. Comments:



## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** awarding a twenty-four-month term and supply contract, with one twelve-month option to extend, for the furnishing of crushed rock for use by various County departments to AA Quarry, LLC, of Kingsville, MO, under the terms and conditions of Invitation to Bid No. 23-045.

**RESOLUTION NO. 21375**, August 21, 2023

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 23-045 for the furnishing of crushed rock for use by various County departments; and,

WHEREAS, a total of seventeen notifications were distributed and one response received, and evaluated; and,

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

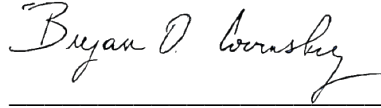
WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation; now therefore,

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

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment, on the contracts and subsequent extensions, to the extent that sufficient appropriations to the using spending agencies are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:



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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21375 of August 21, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

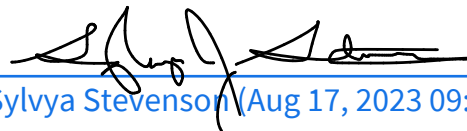
Absent \_\_\_\_\_

\_\_\_\_\_  
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.

08/17/2023

  
\_\_\_\_\_  
Sylvya Stevenson (Aug 17, 2023 09:08 CDT)

\_\_\_\_\_  
Date

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

# Request for Legislative Action

Res. #21375  
Sponsor: Charlie Franklin  
Date: August 21, 2023

## Completed by County Counselor's Office

|                   |                  |                           |           |
|-------------------|------------------|---------------------------|-----------|
| Action Requested: | Resolution       | Res.Ord No.:              | 21375     |
| Sponsor(s):       | Charlie Franklin | Legislature Meeting Date: | 8/21/2023 |

## Introduction

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

**Project/Title:**

Awarding a Twenty-Four (24) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Crushed Rock for use by Various County Departments to AA Quarry LLC of Kingsville, Missouri under the terms and conditions of Invitation to Bid No. 23-045.

## Request Summary

Various County Department require a Term and Supply Contract for the furnishing of Crushed Rock. The Purchasing Department issued Invitation to Bid No. 23-045 in response to those requirements. A total of 116 notifications were distributed, seventeen (17) document takers and one (1) response were received and evaluated. In order to attract better pricing and promote increased competition, the Purchasing Department is increasing its contract term length to a Twenty-Four (24) Month contract with a Twelve (12) Month Option to Extend.

An Executive Summary of the Invitation to Bid, including the Contractor's Quotation Sheet and the using County Departments Recommendation Memos are attached.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department and the using Departments recommend the award of a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Crushed Rock for use by Various County Departments to AA Quarry LLC of Kingsville, Missouri as the lowest and best bid under the terms and conditions of Invitation to Bid No. 23-045.

Annual Estimated Usage: \$125,000

This award is made on a "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchase(s) is subject to annual appropriations.

Certificate of Compliance current.

## Contact Information

|                    |                |                        |                        |
|--------------------|----------------|------------------------|------------------------|
| <b>Department:</b> | Finance        | <b>Submitted Date:</b> | 8/10/2023              |
| <b>Name:</b>       | Keith E. Allen | <b>Email:</b>          | keallen@jacksongov.org |
| <b>Title:</b>      | Senior Buyer   | <b>Phone:</b>          | 816-881-3465           |



## Request for Legislative Action

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

| Prior Legislation |                  |
|-------------------|------------------|
| Prior Ordinances  |                  |
| Ordinance:        | Ordinance date:  |
|                   |                  |
| Prior Resolution  |                  |
| Resolution:       | Resolution date: |
| 20745             | August 30, 2021  |

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

| Compliance                                         |                             |
|----------------------------------------------------|-----------------------------|
| Certificate of Compliance                          |                             |
| In Compliance                                      |                             |
| Minority, Women and Veteran Owned Business Program |                             |
| Reviewed for Goals:                                |                             |
| MBE: .00%                                          | reviewed by CRO no goal set |
| WBE: 11.70%                                        |                             |
| VBE: .00%                                          | reviewed by CRO no goal set |
| Prevailing Wage                                    |                             |
| Not Applicable                                     |                             |

## Request for Legislative Action

### 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: Keith E. Allen on 8/10/2023. Comments:

Approved by Department Approver Bob Crutsinger on 8/10/2023 4:04:05 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 8/10/2023 4:20:21 PM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 8/11/2023 10:27:30 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 8/11/2023 10:31:59 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 8/11/2023 11:17:01 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 8/17/2023 12:07:41 PM. 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:** Keith Allen, Senior Buyer, Purchasing

**FROM:** John Johnson, Superintendent Park Operations

**DATE:** July 28, 2023

**SUBJECT:** T/S Contract: # 23-045 Crushed Rock

The Parks + Rec Department recommends award to AA Quarry. As the current T&S contractor, they have done an excellent job delivering on time to several job sites within the park system, many of which do not have physical addresses. The delivery drivers do a great job delivering to out of the way places and over challenging terrain at times. When an emergency arises, e.g. materials for trail repair, washed out park road, this contractor will deliver the needed materials as soon as possible.

Additionally, the quarry staff is responsive, helpful and communicates quarry closings for inclement weather or holidays in a timely manner, so that Park's staff may plan appropriately.

The Department's projected usage during the next twelve months is \$100,000, dependent upon budget approval and appropriation.



*Frank White, Jr., County Executive*



Jackson County  
Public Works Department

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

MEMORANDUM

TO: Keith Allen, Finance and Purchasing Department

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

DATE: August 3, 2023

SUBJECT: Recommendation for Vendor: AA Quarry LLC

Please consider AA Quarry LLC be awarded term and supply vendor for bid No. 23-045 Crushed Rock to County Road and Bridge division. AA Quarry LLC was the only vendor that submitted a bid for bid No. 23-045 Crushed Rock. In addition, besides meeting all the bid requirements, AA Quarry LLC has been around for a number of years, and they have competitive pricing and experience.

It is estimated that the County Road and Bridge division could spend approximately \$25,000.00 annually with AA Quarry LLC.

For the reasons above, it has been requested that AA Quarry LLC be awarded the term and supply contract for bid No. 23-045 Crushed Rock.

Thank you for your consideration,

Thank you,

Matt Willier, Assistant Road & Bridge Administrator



# 23-045 - Crushed Rock

## Project Overview

|                            |                                                                                                                                                                                                             |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Details</b>     |                                                                                                                                                                                                             |
| <b>Reference ID</b>        | 23-045                                                                                                                                                                                                      |
| <b>Project Name</b>        | Crushed Rock                                                                                                                                                                                                |
| <b>Project Owner</b>       | Keith Allen                                                                                                                                                                                                 |
| <b>Project Type</b>        | ITB                                                                                                                                                                                                         |
| <b>Department</b>          | Various Departments                                                                                                                                                                                         |
| <b>Budget</b>              | \$0.00 - \$0.00                                                                                                                                                                                             |
| <b>Project Description</b> | Jackson County, Missouri is seeking a Twenty-Four (24) Month Term and Supply Contract with One (1) Twelve Month Options to Extend for the furnishing of Crushed Rock for use by Various County Departments. |
| <b>Open Date</b>           | Jun 09, 2023 4:00 PM CDT                                                                                                                                                                                    |
| <b>Intent to Bid Due</b>   | Jul 11, 2023 1:30 PM CDT                                                                                                                                                                                    |
| <b>Close Date</b>          | Jul 11, 2023 2:00 PM CDT                                                                                                                                                                                    |

| <b>Highest Scoring Supplier</b> | <b>Score</b>  |
|---------------------------------|---------------|
| <b>AA Quarry LLC</b>            | <b>93 pts</b> |



## Seal status

| Requested Information                    | Unsealed on              | Unsealed by |
|------------------------------------------|--------------------------|-------------|
| Addenda                                  | Jul 11, 2023 2:12 PM CDT | Keith Allen |
| Affidavit                                | Jul 11, 2023 2:12 PM CDT | Keith Allen |
| Certificate of Compliance                | Jul 11, 2023 2:12 PM CDT | Keith Allen |
| Exhibit F - Bidder's Exceptions          | Jul 11, 2023 2:12 PM CDT | Keith Allen |
| Statement of Contractor's Qualifications | Jul 11, 2023 2:12 PM CDT | Keith Allen |
| Term & Supply Contract Page              | Jul 11, 2023 2:12 PM CDT | Keith Allen |
| M/W/VBE Participation Affidavit          | Jul 11, 2023 2:12 PM CDT | Keith Allen |
| Attachment 1 - Bidder's Quotation Sheet  | Jul 11, 2023 2:12 PM CDT | Keith Allen |



# Proposal Scores

## AA Quarry LLC - Scoring Summary

### Evaluation Group 1 - Main Evaluation

|                    | <b>A - Purchasing Evaluation</b> | <b>A-1 - Addenda</b> | <b>A-2 - Affidavit</b> | <b>A-3 - Certificate of Compliance</b> | <b>A-4 - Exhibit F - Exceptions</b> |
|--------------------|----------------------------------|----------------------|------------------------|----------------------------------------|-------------------------------------|
| <b>Reviewer</b>    | <b>/ 0 pts</b>                   | <b>Pass/Fail</b>     | <b>Pass/Fail</b>       | <b>Pass/Fail</b>                       | <b>Pass/Fail</b>                    |
| Keith Allen        | 0 pts                            | Pass                 | Pass                   | Pass                                   | Pass                                |
| <b>Average:</b>    |                                  | <b>Pass</b>          | <b>Pass</b>            | <b>Pass</b>                            | <b>Pass</b>                         |
|                    |                                  | ↓                    | ↓                      | ↓                                      | ↓                                   |
| <b>Calculated:</b> | <b>0 pts</b>                     | <b>Pass</b>          | <b>Pass</b>            | <b>Pass</b>                            | <b>Pass</b>                         |



|                    | <b>A-5 - Statement of Contractor's Qualifications</b> | <b>A-6 - Term &amp; Supply Contract Page</b> | <b>A-7 - Attachment 1 - Bidder's Quotation Sheet</b> | <b>A-8 - Participation Affidavit</b> |
|--------------------|-------------------------------------------------------|----------------------------------------------|------------------------------------------------------|--------------------------------------|
| <b>Reviewer</b>    | <b>Pass/Fail</b>                                      | <b>Pass/Fail</b>                             | <b>Pass/Fail</b>                                     | <b>Pass/Fail</b>                     |
| Keith Allen        | Pass                                                  | Pass                                         | Pass                                                 | Pass                                 |
|                    | <b>Pass</b>                                           | <b>Pass</b>                                  | <b>Pass</b>                                          | <b>Pass</b>                          |
|                    | ↓                                                     | ↓                                            | ↓                                                    | ↓                                    |
| <b>Calculated:</b> | <b>Pass</b>                                           | <b>Pass</b>                                  | <b>Pass</b>                                          | <b>Pass</b>                          |

## Evaluation Group 2 - Department Evaluation

|                 | <b>Total</b>    | <b>B - Department Evaluation</b> | <b>B-1 - Exhibit F - Bidder's Exceptions</b> | <b>B-2 - Statement of Contractor's Qualifications</b> |
|-----------------|-----------------|----------------------------------|----------------------------------------------|-------------------------------------------------------|
| <b>Reviewer</b> | <b>/ 40 pts</b> | <b>/ 40 pts</b>                  | <b>/ 10 pts</b>                              | <b>/ 30 pts</b>                                       |
| John Johnson    | 36 pts          | 36 pts                           | 9 pts                                        | 27 pts                                                |





|                    | <b>Total</b>    | <b>B - Department Evaluation</b> | <b>B-1 - Exhibit F - Bidder's Exceptions</b> | <b>B-2 - Statement of Contractor's Qualifications</b> |
|--------------------|-----------------|----------------------------------|----------------------------------------------|-------------------------------------------------------|
| <b>Reviewer</b>    | <b>/ 40 pts</b> | <b>/ 40 pts</b>                  | <b>/ 10 pts</b>                              | <b>/ 30 pts</b>                                       |
| Matt Willier       | 40 pts          | 40 pts                           | 10 pts                                       | 30 pts                                                |
|                    |                 | <b>Average:</b>                  | <b>9.5 pts</b>                               | <b>28.5 pts</b>                                       |
|                    |                 |                                  | ↓                                            | ↓                                                     |
| <b>Calculated:</b> | <b>38 pts</b>   | <b>38 pts</b>                    | <b>9.5 pts</b>                               | <b>28.5 pts</b>                                       |

### Evaluation Group 3 - Pricing Evaluation

|                 | <b>Total</b>    | <b>C - Pricing</b> | <b>C-1 - Attachment 1 - Quotation Sheet</b> |
|-----------------|-----------------|--------------------|---------------------------------------------|
| <b>Reviewer</b> | <b>/ 60 pts</b> | <b>/ 60 pts</b>    | <b>/ 60 pts</b>                             |
| John Johnson    | 50 pts          | 50 pts             | 50 pts                                      |



|                    | <b>Total</b>    | <b>C - Pricing</b> | <b>C-1 - Attachment 1 - Quotation Sheet</b> |
|--------------------|-----------------|--------------------|---------------------------------------------|
| <b>Reviewer</b>    | <b>/ 60 pts</b> | <b>/ 60 pts</b>    | <b>/ 60 pts</b>                             |
| Matt Willier       | 60 pts          | 60 pts             | 60 pts                                      |
|                    |                 | <b>Average:</b>    | <b>55 pts</b>                               |
|                    |                 |                    | ↓                                           |
| <b>Calculated:</b> | <b>55 pts</b>   | <b>55 pts</b>      | <b>55 pts</b>                               |

**ATTACHMENT 1**  
**RESPONDENT'S QUOTATION for JACKSON COUNTY, MISSOURI**  
**INVITATION TO BID NO. 23-045**

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

| NO.                                           | DESCRIPTION                                              | U/M | EST QTY | PRICE PER TON | EXTENDED             |
|-----------------------------------------------|----------------------------------------------------------|-----|---------|---------------|----------------------|
| <b>DELIVERED – ZONE 1</b>                     |                                                          |     |         |               |                      |
| 1.                                            | Buckshot Aggregate, Delivered Zone 1                     | Ton | 100     | \$ 20.95      | \$ 2,095.00          |
| 2.                                            | Three-Eighths Inch (3/8") Crushed Rock, Delivered Zone 1 | Ton | 1,058   | \$ 22.70      | \$ 24,016.60         |
| 3.                                            | One-Half Inch (1/2") Crushed Rock, Delivered Zone 1      | Ton | 1,366   | \$ 22.70      | \$ 31,008.20         |
| 4.                                            | Three-Quarter Inch (3/4") Crushed Rock, Delivered Zone 1 | Ton | 300     | \$ 22.20      | \$ 6,660.00          |
| 5.                                            | Base Aggregate – Type 1, Delivered Zone 1                | Ton | 100     | \$ 18.70      | \$ 1,870.00          |
| 6.                                            | Base Aggregate – Type 3, Delivered Zone 1                | Ton | 100     | \$ 18.70      | \$ 1,870.00          |
| 7.                                            | Base Aggregate – Type 4 modified, Delivered Zone 1       | Ton | 10,000  | \$ 18.70      | \$ 187,000.00        |
| 8.                                            | Mine Run, Delivered Zone 1                               | Ton | 100     | \$ 18.20      | \$ 1,820.00          |
| 9.                                            | Shot Rock, Delivered Zone 1                              | Ton | 100     | \$ 18.20      | \$ 1,820.00          |
| 10.                                           | Four Inch (4") Crushed Rock, Delivered Zone 1            | Ton | 100     | \$ 22.20      | \$ 2,220.00          |
| 11.                                           | Six Inch (6") Crushed Rock, Delivered Zone 1             | Ton | 100     | \$ 22.20      | \$ 2,220.00          |
| 12.                                           | Cold Mix Material, Delivered Zone 1                      | Ton | 400     | \$ 23.20      | \$ 9,280.00          |
| 13.                                           | Mineral Filler, Delivered Zone 1                         | Ton | 20      | \$ N/A        | \$ N/A               |
| 14.                                           | Rock Blanket, Delivered Zone 1                           | Ton | 400     | \$ 29.95      | \$ 11,980.00         |
| 15.                                           | Surface Material, Delivered Zone 1                       | Ton | 400     | \$ 22.70      | \$ 9,080.00          |
| 16.                                           | Three-Eighths Inc (3/8") Dense Rock, Delivered Zone 1    | Ton | 100     | \$ 17.95      | \$ 1,795.00          |
| 17.                                           | Two Inch (2") Clean Crushed Rock, Delivered Zone 1       | Ton | 100     | \$ 22.20      | \$ 2,220.00          |
| 18.                                           | Type 5 Aggregate, Delivered Zone 1                       | Ton | 100     | \$ 18.70      | \$ 1,870.00          |
| <b>TOTAL DELIVERED – ZONE 1 (Item 1 – 18)</b> |                                                          |     |         |               | <b>\$ 298,824.80</b> |

\*\*\*CONTINUED ON NEXT PAGE\*\*\*

| <b>DELIVERED – ZONE 2</b>                      |                                                          |     |        |          |                      |
|------------------------------------------------|----------------------------------------------------------|-----|--------|----------|----------------------|
| 19.                                            | Buckshot Aggregate, Delivered Zone 2                     | Ton | 100    | \$ 19.15 | \$ 1,915.00          |
| 20.                                            | Three-Eighths Inch (3/8") Crushed Rock, Delivered Zone 2 | Ton | 1,024  | \$ 20.90 | \$ 21,401.60         |
| 21.                                            | One-Half Inch (1/2") Crushed Rock, Delivered Zone 2      | Ton | 1,339  | \$ 20.90 | \$ 27,985.10         |
| 22.                                            | Three-Quarter Inch (3/4") Crushed Rock, Delivered Zone 2 | Ton | 300    | \$ 20.40 | \$ 6,120.00          |
| 23.                                            | Base Aggregate – Type 1, Delivered Zone 2                | Ton | 1,100  | \$ 16.90 | \$ 18,590.00         |
| 24.                                            | Base Aggregate – Type 3, Delivered Zone 2                | Ton | 1,100  | \$ 16.90 | \$ 18,590.00         |
| 25.                                            | Base Aggregate – Type 4 modified, Delivered Zone 2       | Ton | 10,000 | \$ 16.90 | \$ 169,000.00        |
| 26.                                            | Mine Run, Delivered Zone 2                               | Ton | 100    | \$ 16.40 | \$ 1,640.00          |
| 27.                                            | Shot Rock, Delivered Zone 2                              | Ton | 100    | \$ 16.40 | \$ 1,640.00          |
| 28.                                            | Four Inch (4") Crushed Rock, Delivered Zone 2            | Ton | 100    | \$ 20.40 | \$ 2,040.00          |
| 29.                                            | Six Inch (6") Crushed Rock, Delivered Zone 2             | Ton | 100    | \$ 20.40 | \$ 2,040.00          |
| 30.                                            | Cold Mix Material, Delivered Zone 2                      | Ton | 400    | \$ 21.40 | \$ 8,560.00          |
| 31.                                            | Mineral Filler, Delivered Zone 2                         | Ton | 20     | \$ N/A   | \$ N/A               |
| 32.                                            | Rock Blanket, Delivered Zone 2                           | Ton | 400    | \$ 28.15 | \$ 11,260.00         |
| 33.                                            | Surface Material, Delivered Zone 2                       | Ton | 400    | \$ 20.90 | \$ 8,360.00          |
| 34.                                            | Three-Eighths Inc (3/8") Dense Rock, Delivered Zone 2    | Ton | 5,000  | \$ 16.15 | \$ 80,750.00         |
| 35.                                            | Two Inch (2") Clean Crushed Rock, Delivered Zone 2       | Ton | 100    | \$ 20.40 | \$ 2,040.00          |
| 36.                                            | Type 5 Aggregate, Delivered Zone 2                       | Ton | 100    | \$ 16.90 | \$ 1,690.00          |
| <b>TOTAL DELIVERED – ZONE 2 (Item 19 – 36)</b> |                                                          |     |        |          | <b>\$ 383,621.70</b> |

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| <b>DELIVERED – ZONE 3</b>                     |                                                          |     |       |          |                      |
|-----------------------------------------------|----------------------------------------------------------|-----|-------|----------|----------------------|
| 37.                                           | Buckshot Aggregate, Delivered Zone 3                     | Ton | 100   | \$ 17.85 | \$ 1,785.00          |
| 38.                                           | Three-Eighths Inch (3/8") Crushed Rock, Delivered Zone 3 | Ton | 600   | \$ 19.60 | \$ 11,760.00         |
| 39.                                           | One-Half Inch (1/2") Crushed Rock, Delivered Zone 3      | Ton | 360   | \$ 19.60 | \$ 7,056.00          |
| 40.                                           | Three-Quarter Inch (3/4") Crushed Rock, Delivered Zone 3 | Ton | 300   | \$ 19.10 | \$ 5,730.00          |
| 41.                                           | Base Aggregate – Type 1, Delivered Zone 3                | Ton | 1,100 | \$ 15.60 | \$ 17,160.00         |
| 42.                                           | Base Aggregate – Type 3, Delivered Zone 3                | Ton | 100   | \$ 15.60 | \$ 1,560.00          |
| 43.                                           | Base Aggregate – Type 4 modified, Delivered Zone 3       | Ton | 5,000 | \$ 15.60 | \$ 78,000.00         |
| 44.                                           | Mine Run, Delivered Zone 3                               | Ton | 100   | \$ 15.10 | \$ 1,510.00          |
| 45.                                           | Shot Rock, Delivered Zone 3                              | Ton | 100   | \$ 15.10 | \$ 1,510.00          |
| 46.                                           | Four Inch (4") Crushed Rock, Delivered Zone 3            | Ton | 100   | \$ 19.10 | \$ 1,910.00          |
| 47.                                           | Six Inch (6") Crushed Rock, Delivered Zone 3             | Ton | 450   | \$ 19.10 | \$ 8,595.00          |
| 48.                                           | Cold Mix Material, Delivered Zone 3                      | Ton | 400   | \$ 20.10 | \$ 8,040.00          |
| 49.                                           | Mineral Filler, Delivered Zone 3                         | Ton | 20    | \$ N/A   | \$ N/A               |
| 50.                                           | Rock Blanket, Delivered Zone 3                           | Ton | 400   | \$ 26.85 | \$ 10,740.00         |
| 51.                                           | Surface Material, Delivered Zone 3                       | Ton | 400   | \$ 19.60 | \$ 7,840.00          |
| 52.                                           | Three-Eighths Inc (3/8") Dense Rock, Delivered Zone 3    | Ton | 400   | \$ 14.85 | \$ 5,940.00          |
| 53.                                           | Two Inch (2") Clean Crushed Rock, Delivered Zone 3       | Ton | 100   | \$ 19.10 | \$ 1,910.00          |
| 54.                                           | Type 5 Aggregate, Delivered Zone 3                       | Ton | 100   | \$ 15.60 | \$ 1,560.00          |
| <b>TOTAL DELIVERED – ZONE 3 (Items 37-54)</b> |                                                          |     |       |          | <b>\$ 172,606.00</b> |


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| <b>DELIVERED – ZONE 4</b>                      |                                                          |     |       |          |                      |
|------------------------------------------------|----------------------------------------------------------|-----|-------|----------|----------------------|
| 55.                                            | Buckshot Aggregate, Delivered Zone 4                     | Ton | 100   | \$ 15.50 | \$ 1,550.00          |
| 56.                                            | Three-Eighths Inch (3/8") Crushed Rock, Delivered Zone 4 | Ton | 770   | \$ 17.25 | \$ 13,282.50         |
| 57.                                            | One-Half Inch (1/2") Crushed Rock, Delivered Zone 4      | Ton | 930   | \$ 17.25 | \$ 16,042.50         |
| 58.                                            | Three-Quarter Inch (3/4") Crushed Rock, Delivered Zone 4 | Ton | 300   | \$ 16.75 | \$ 5,025.00          |
| 59.                                            | Base Aggregate – Type 1, Delivered Zone 4                | Ton | 1,100 | \$ 13.25 | \$ 14,575.00         |
| 60.                                            | Base Aggregate – Type 3, Delivered Zone 4                | Ton | 100   | \$ 13.25 | \$ 1,325.00          |
| 61.                                            | Base Aggregate – Type 4 modified, Delivered Zone 4       | Ton | 5,000 | \$ 13.25 | \$ 66,250.00         |
| 62.                                            | Mine Run, Delivered Zone 4                               | Ton | 100   | \$ 12.75 | \$ 1,275.00          |
| 63.                                            | Shot Rock, Delivered Zone 4                              | Ton | 100   | \$ 12.75 | \$ 1,275.00          |
| 64.                                            | Four Inch (4") Crushed Rock, Delivered Zone 4            | Ton | 100   | \$ 16.75 | \$ 1,675.00          |
| 65.                                            | Six Inch (6") Crushed Rock, Delivered Zone 4             | Ton | 100   | \$ 16.75 | \$ 1,675.00          |
| 66.                                            | Cold Mix Material, Delivered Zone 4                      | Ton | 400   | \$ 17.75 | \$ 1,775.00          |
| 67.                                            | Mineral Filler, Delivered Zone 4                         | Ton | 20    | \$ N/A   | \$ N/A               |
| 68.                                            | Rock Blanket, Delivered Zone 4                           | Ton | 400   | \$ 24.50 | \$ 9,800.00          |
| 69.                                            | Surface Material, Delivered Zone 4                       | Ton | 400   | \$ 17.25 | \$ 6,900.00          |
| 70.                                            | Three-Eighths Inc (3/8") Dense Rock, Delivered Zone 4    | Ton | 100   | \$ 12.50 | \$ 1,250.00          |
| 71.                                            | Two Inch (2") Clean Crushed Rock, Delivered Zone 4       | Ton | 100   | \$ 16.75 | \$ 1,675.00          |
| 72.                                            | Type 5 Aggregate, Delivered Zone 4                       | Ton | 100   | \$ 13.25 | \$ 1,325.00          |
| <b>TOTAL DELIVERED – ZONE 4 (Item 55 – 72)</b> |                                                          |     |       |          | <b>\$ 146,675.00</b> |

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| <b>DELIVERED – ZONE 5</b>                      |                                                          |     |       |          |                     |
|------------------------------------------------|----------------------------------------------------------|-----|-------|----------|---------------------|
| 73.                                            | Buckshot Aggregate, Delivered Zone 5                     | Ton | 100   | \$ 17.95 | \$ 1,795.00         |
| 74.                                            | Three-Eighths Inch (3/8") Crushed Rock, Delivered Zone 5 | Ton | 100   | \$ 19.70 | \$ 1,970.00         |
| 75.                                            | One-Half Inch (1/2") Crushed Rock, Delivered Zone 5      | Ton | 100   | \$ 19.70 | \$ 1,970.00         |
| 76.                                            | Three-Quarter Inch (3/4") Crushed Rock, Delivered Zone 5 | Ton | 700   | \$ 19.20 | \$ 13,440.00        |
| 77.                                            | Base Aggregate – Type 1, Delivered Zone 5                | Ton | 2,000 | \$ 15.70 | \$ 31,400.00        |
| 78.                                            | Base Aggregate – Type 3, Delivered Zone 5                | Ton | 100   | \$ 15.70 | \$ 1,570.00         |
| 79.                                            | Base Aggregate – Type 4 modified, Delivered Zone 5       | Ton | 100   | \$ 15.70 | \$ 1,570.00         |
| 80.                                            | Mine Run, Delivered Zone 5                               | Ton | 100   | \$ 15.20 | \$ 1,520.00         |
| 81.                                            | Shot Rock, Delivered Zone 5                              | Ton | 100   | \$ 15.20 | \$ 1,520.00         |
| 82.                                            | Four Inch (4") Crushed Rock, Delivered Zone 5            | Ton | 100   | \$ 19.20 | \$ 1,920.00         |
| 83.                                            | Six Inch (6") Crushed Rock, Delivered Zone 5             | Ton | 100   | \$ 19.20 | \$ 1,920.00         |
| 84.                                            | Cold Mix Material, Delivered Zone 5                      | Ton | 100   | \$ 20.20 | \$ 2,020.00         |
| 85.                                            | Mineral Filler, Delivered Zone 5                         | Ton | 100   | \$ N/A   | \$ N/A              |
| 86.                                            | Rock Blanket, Delivered Zone 5                           | Ton | 100   | \$ 26.95 | \$ 2,695.00         |
| 87.                                            | Surface Material, Delivered Zone 5                       | Ton | 100   | \$ 19.70 | \$ 1,970.00         |
| 88.                                            | Three-Eighths Inc (3/8") Dense Rock, Delivered Zone 5    | Ton | 100   | \$ 14.95 | \$ 1,495.00         |
| 89.                                            | Two Inch (2") Clean Crushed Rock, Delivered Zone 5       | Ton | 100   | \$ 19.20 | \$ 1,920.00         |
| 90.                                            | Type 5 Aggregate, Delivered Zone 5                       | Ton | 100   | \$ 15.70 | \$ 1,570.00         |
| <b>TOTAL DELIVERED – ZONE 5 (Item 73 – 90)</b> |                                                          |     |       |          | <b>\$ 72,265.00</b> |

| PICKED UP                                          |                                                   |     |        |          |                      |
|----------------------------------------------------|---------------------------------------------------|-----|--------|----------|----------------------|
| 91.                                                | Buckshot Aggregate, Picked Up                     | Ton | 100    | \$ 11.25 | \$ 1,125.00          |
| 92.                                                | Three-Eighths Inch (3/8") Crushed Rock, Picked Up | Ton | 1,000  | \$ 13.00 | \$ 13,000.00         |
| 93.                                                | One-Half Inch (1/2") Crushed Rock, Picked Up      | Ton | 1,400  | \$ 13.00 | \$ 18,200.00         |
| 94.                                                | Three-Quarter Inch (3/4") Crushed Rock, Picked Up | Ton | 300    | \$ 12.50 | \$ 3,750.00          |
| 95.                                                | Base Aggregate – Type 1, Picked Up                | Ton | 100    | \$ 9.00  | \$ 900.00            |
| 96.                                                | Base Aggregate – Type 3, Picked Up                | Ton | 100    | \$ 9.00  | \$ 900.00            |
| 97.                                                | Base Aggregate – Type 4 modified, Picked Up       | Ton | 30,000 | \$ 9.00  | \$ 270,000.00        |
| 98.                                                | Mine Run, Picked Up                               | Ton | 100    | \$ 8.50  | \$ 850.00            |
| 99.                                                | Shot Rock, Picked Up                              | Ton | 100    | \$ 8.50  | \$ 850.00            |
| 100.                                               | Four Inch (4") Crushed Rock, Picked Up            | Ton | 100    | \$ 12.50 | \$ 1,250.00          |
| 101.                                               | Six Inch (6") Crushed Rock, Picked Up             | Ton | 100    | \$ 12.50 | \$ 1,250.00          |
| 102.                                               | Cold Mix Material, Picked Up                      | Ton | 400    | \$ 13.50 | \$ 5,400.00          |
| 103.                                               | Mineral Filler, Picked Up                         | Ton | 50     | \$ N/A   | \$ N/A               |
| 104.                                               | Rock Blanket, Picked Up                           | Ton | 400    | \$ 19.50 | \$ 7,800.00          |
| 105.                                               | Surface Material, Picked Up                       | Ton | 400    | \$ 13.00 | \$ 5,200.00          |
| 106.                                               | Three-Eighths Inc (3/8") Dense Rock, Picked Up    | Ton | 5,000  | \$ 8.25  | \$ 41,250.00         |
| 107.                                               | Two Inch (2") Clean Crushed Rock, Picked Up       | Ton | 100    | \$ 12.50 | \$ 1,250.00          |
| 108.                                               | Type 5 Aggregate, Picked Up                       | Ton | 100    | \$ 9.00  | \$ 900.00            |
| <b>TOTAL DELIVERED – PICKED UP (Item 91 – 108)</b> |                                                   |     |        |          | <b>\$ 373,875.00</b> |

|                                                                                                |                     |
|------------------------------------------------------------------------------------------------|---------------------|
| SIGNATURE:  | DATE: 07/10/2023    |
| NAME (print or type): Robert Radmacher                                                         | PHONE: 816.566.2300 |
| TITLE (print or type): Member                                                                  | ALTERNATE:          |
| COMPANY NAME (print or type): AA Quarry LLC                                                    |                     |
| EMAIL ADDRESS (print or type): office@aaquarry.com                                             |                     |



## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** transferring \$44,711.00 within the 2023 County Improvement Fund and awarding a contract to LCPtracker of Orange, CA, for a three-year prevailing wage and workforce monitoring software subscription for use by the Compliance Review Office for the new Jackson County Detention Center construction project, at an actual cost to the County in the amount of \$44,710.63, as a sole source purchase.

**RESOLUTION NO. 21376**, August 21, 2023

**INTRODUCED BY** Venessa Huskey, County Legislator

WHEREAS, Ordinance 5743, introduced May 9, 2023, authorized a guaranteed maximum price for the design-build construction for a new Jackson County Detention Center to joint-venture JE Dunn-Axiom under RFP 7-22; the construction portion of this project falls under the Chapter 19: Prevailing Wage Program; and,

WHEREAS, the Compliance Review Office requests the purchase of LCPtracker as a single project software subscription and service contract for use monitoring the new Detention Center project to ensure compliance with the contractual requirements; and,

WHEREAS, the LCPtracker was initially purchased in December 2021 through the County's term and supply contract with SHI and was implemented throughout the 2022 fiscal year; and,

WHEREAS, as the County has a current contract with LCPtracker, this allows the Compliance Office to take advantage of special pricing to cover monitoring for the new Detention Center project; and,

WHEREAS, a transfer is necessary to place a portion of the funds needed for the required technology in the appropriate spending account; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Directors of Finance and Purchasing and Corrections recommend the acquisition of the prevailing wage and workforce monitoring from LCP Tracker of Orange, CA, as a sole source purchase; now therefore;

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

| <u>DEPARTMENT/DIVISION</u>                                                   | <u>CHARACTER/DESCRIPTION</u>      | <u>FROM</u> | <u>TO</u> |
|------------------------------------------------------------------------------|-----------------------------------|-------------|-----------|
| County Improvement<br>Fund<br>Fac Mgmt – New<br>Detention Center<br>013-1214 | 56080 Other Professional Services | \$44,711    |           |
| Legislature – Compliance<br>013-0302                                         | 56023 Compliance Services         |             | \$44,711  |

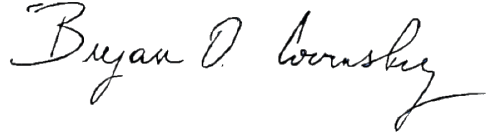
and,

BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that the contract be awarded as recommended by the Directors of Finance and Purchasing and Corrections, and that the Director of Finance and Purchasing be, and hereby is, 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 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:



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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21376 of August 21, 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 the Legislature

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


ACCOUNT NUMBER 013 1214 56080  
ACCOUNT TITLE County Improvement Fund  
Fac Mgmt – New Detention Center  
Other Professional Services  
NOT TO EXCEED \$44,711.00

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. Funds for future years are subject to appropriation in the County's then current annual budget.

ACCOUNT NUMBER 013 0302 56023  
ACCOUNT TITLE County Improvement Fund  
Legislature – Compliance  
Compliance Services  
NOT TO EXCEED \$44,711.00

08/17/2023

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sylvya Stevenson (Aug 17, 2023 09:08 CDT)  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Res. #21376  
Sponsor: Venessa Huskey  
Date: August 21, 2023

| Completed by County Counselor's Office |                |                           |           |
|----------------------------------------|----------------|---------------------------|-----------|
| Action Requested:                      | Resolution     | Res.Ord No.:              | 21376     |
| Sponsor(s):                            | Venessa Huskey | Legislature Meeting Date: | 8/21/2023 |

| Introduction                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Action Items:</b> ['Award', 'Transfer']                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Project/Title:</b>                                                                                                                                                                                                                                                                                                                                                                                                              |
| Transferring \$44,710.63 within the 2023 County Improvement Fund and Awarding a thirty-four (34) month Contract for Certified Payroll/Workforce Reporting Software for use by the Compliance Review Office to LCP Tracker of Orange, CA as a Sole Source Purchase for prevailing wage and workforce monitoring software for the new Jackson County Detention center. At an actual cost to the County in the amount of \$44,710.63. |

| Request Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                    |           |                                                                   |               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-----------|-------------------------------------------------------------------|---------------|
| <p>Ordinance 5743, introduced May 9, 2023, authorized a guaranteed maximum price for the design-build construction for a new Jackson County Detention center to joint-venture JE Dunn-Axiom under RFP 7-22. The construction portion of this project falls under Jackson County Code Chapter 19: Prevailing Wage Program.</p> <p>The Compliance Review Office requests the purchase of LCP Tracker as a single project service contract for the new Jackson County Detention center to ensure compliance with the contractual requirements outlined above. LCP Tracker was initially purchased in December 2021 through the County's term and supply contract with SHI and was implemented throughout the 2022 fiscal year.</p> <p>LCP Tracker has offered the County single-project pricing for the new Detention Center for \$14,903.54 annually or \$44,710.63 over the 3-year estimated project life.</p> <p>We are requesting an additional \$14,903.54 per year, for the next 3 years, for a total of \$44,710.63 to take advantage of the special pricing to cover monitoring for the new Detention Center project.</p> <p>Under this proposal, the County would be able to maintain bulk pricing but also take advantage of the single project pricing for the new Detention Center.</p> <p>The County will realize significant savings by taking advantage of LCP Trackers single project pricing for the Detention Center.</p> <table><tr><td>Current Contract Annual Bulk Pricing (\$14,271 annually x 3 Years)</td><td>\$ 42,813</td></tr><tr><td>Bulk Pricing with Detention Center* (\$27,229 annually x 3 Years)</td><td><u>81.687</u></td></tr></table> | Current Contract Annual Bulk Pricing (\$14,271 annually x 3 Years) | \$ 42,813 | Bulk Pricing with Detention Center* (\$27,229 annually x 3 Years) | <u>81.687</u> |
| Current Contract Annual Bulk Pricing (\$14,271 annually x 3 Years)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ 42,813                                                          |           |                                                                   |               |
| Bulk Pricing with Detention Center* (\$27,229 annually x 3 Years)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <u>81.687</u>                                                      |           |                                                                   |               |
| 124,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                    |           |                                                                   |               |
| 500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                    |           |                                                                   |               |

## Request for Legislative Action

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |           |               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------|---------------|
| Discounted Pricing:                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |           |               |
| Current Contract Annual Bulk Pricing                                                                                                                                                                                                                                                                                                                                                                                                                                | (\$14,271 annually x 3 Years) | \$ 42,813 |               |
| Single Project Pricing-Detention Center**                                                                                                                                                                                                                                                                                                                                                                                                                           | (\$14,904 annually x 3 Years) |           |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <u>44,711</u> (87,524)        | SAVINGS   | \$            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |           | <u>36,976</u> |
| *No Discount                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |           |               |
| **Includes fees for optional services                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |           |               |
| <p>Pursuant to section 1030.1 of the Jackson County Code, the Compliance Review Office recommends the award of a 34-month contract in the amount of \$44,710.63 for Certified Payroll/Workforce Reporting Software to LCP Tracker as a Sole Source Purchaser. Additionally, a transfer within the County Improvement Fund will be required. The awarded contract will run concurrently with design and construction of the new Jackson County Detention Center.</p> |                               |           |               |

| Contact Information |                                 |                        |                         |
|---------------------|---------------------------------|------------------------|-------------------------|
| <b>Department:</b>  | Legislative Auditor             | <b>Submitted Date:</b> | 8/9/2023                |
| <b>Name:</b>        | Jaime Guillen                   | <b>Email:</b>          | JGuillen@jacksongov.org |
| <b>Title:</b>       | Chief Compliance Review Officer | <b>Phone:</b>          | 816-881-3370            |

| Budget Information                                      |                                        |                                     |          |
|---------------------------------------------------------|----------------------------------------|-------------------------------------|----------|
| Amount authorized by this legislation this fiscal year: |                                        |                                     | \$44,711 |
| Amount previously authorized this fiscal year:          |                                        |                                     | \$ 0     |
| Total amount authorized after this legislative action:  |                                        |                                     | \$44,711 |
| Is it transferring fund?                                |                                        |                                     | Yes      |
| Transferring Fund From:                                 |                                        |                                     |          |
| Fund:                                                   | Department:                            | Line Item Account:                  | Amount:  |
| 013 (County Improvement Fund)                           | 1214 (Fac. Mgmt. New Detention Center) | 56080 (Other Professional Services) | \$44,711 |
| Transferring Fund To:                                   |                                        |                                     |          |
| Fund:                                                   | Department:                            | Line Item Account:                  | Amount:  |
| 013 (County Improvement Fund)                           | 0302 (Legislature - Compliance)        | 56023 (Compliance Services)         | \$44,711 |

| Prior Legislation |                 |
|-------------------|-----------------|
| Prior Ordinances  |                 |
| Ordinance:        | Ordinance date: |
| 5743              | May 9, 2023     |

## Request for Legislative Action

| 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% |
| Prevailing Wage                                        |      |
| Not Applicable                                         |      |

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



## Request for Legislative Action

### History

Submitted by Legislative Auditor requestor: Jaime Guillen on 8/9/2023. Comments:

Approved by Department Approver Cindy L. Wallace on 8/10/2023 9:22:42 AM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 8/10/2023 9:33:36 AM. Comments: Please remove the cents from your budget figures - whole dollar amounts only

Submitted by Requestor Jaime Guillen on 8/10/2023 12:16:53 PM. Comments: Changed to whole dollars. Included 3 year pricing & savings in narrative.

Approved by Department Approver Cindy L. Wallace on 8/10/2023 1:30:13 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 8/10/2023 1:39:36 PM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 8/10/2023 2:32:40 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 8/14/2023 10:55:58 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 8/15/2023 10:48:26 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 8/17/2023 11:33:32 AM. Comments:

**Fiscal Note:**

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

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

Date: August 11, 2023

RES # 21376  
eRLA ID #: 1045

| <u>Org Code/Description</u>          | <u>Object Code/Description</u>    | <u>From</u>      | <u>To</u>        |
|--------------------------------------|-----------------------------------|------------------|------------------|
| <b>013 County Improvement Fund</b>   |                                   |                  |                  |
| 1214 Fac Mgmt - New Detention Center | 56080 Other Professional Services | \$ 44,711        | \$ -             |
| 0302 Legislature - Compliance        | 56023 Compliance Services         |                  | 44,711           |
|                                      |                                   |                  |                  |
|                                      |                                   |                  |                  |
|                                      |                                   | <u>\$ 44,711</u> | <u>\$ 44,711</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> |
|------------------------------------|--------------------------------|----------------------|
| <b>013 County Improvement Fund</b> |                                |                      |
| 0302 Legislature - Compliance      | 56023 Compliance Services      | \$ 44,711            |
|                                    |                                |                      |
|                                    |                                |                      |
|                                    |                                |                      |
|                                    |                                |                      |
|                                    |                                |                      |
|                                    |                                |                      |
|                                    |                                | <u>\$ 44,711</u>     |

**APPROVED**  
By David Moyer at 8:15 am, Aug 11, 2023

Budget Office



**OFFICE OF THE COUNTY AUDITOR**  
**COMPLIANCE REVIEW OFFICE**  
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## MEMORANDUM

**DATE:** August 9, 2023

**FROM:** Melinda Bolling, Senior Compliance Review Officer *MB*

**TO:** Barbara Casamento, Purchasing Administrator

**SUBJECT:** Sole Source Request – LCP Tracker

LCP Tracker, of Orange, CA provides the software utilized by the Compliance Review Office to oversee compliance related to contracts with prevailing wage requirements. This software provides a platform through which contractors report payroll as required by Chapter 19 of the Jackson County code.

LCP Tracker was initially purchased in November 2021 through the County's term and supply contract with SHI and was implemented throughout the 2022 fiscal year. The contract was approved as a purchase utilizing a contract which was competitively bid by another government entity.

The Compliance Review Office requests the single-project purchase of LCP Tracker as a sole source purchase. To bid and implement new software would be cost prohibitive from both the financial and human capital perspective.

Funds will be transferred from:

Account: 013-1214-56080

County Improvement Fund-Facilities Management New Detention Center-Other Professional Services

# Quote for Labor Compliance Software

**Prepared by:**

**Name:** Lynn Ross

**Email:** [lross@lcptracker.com](mailto:lross@lcptracker.com)

**Phone:** 810-620-1557

**Prepared for:**

**Company Name:** Jackson County, Missouri (Detention Center Project)

**Company Contact:** Jaime Guillen

**Quotation Date:** May 9, 2023

**Quotation Expiration Date:** November 9, 2023

## OVERVIEW

LCPtracker Professional is a powerful cloud-based, prevailing wage and workforce compliance and management solution. It is very useful for Agencies and Prime Contractors working on construction projects who need to generate certified payroll reports and may need to track and enforce detailed worker information for compliance and workforce reporting. The software is comprehensive, easy to deploy, configurable, user-friendly, highly scalable, and time-tested in thousands of construction projects throughout the nation.

The core LCPtracker validation system checks payrolls for local, state, and federal Davis-Bacon wage and labor compliance by looking for error or omission discrepancies the contractor may have on a report. Our software streamlines the process of inputting payrolls for contractors by interfacing with top payroll companies by a simple three-step manual reporting process. Administrators can easily view, approve, or reject payrolls and provide immediate feedback to contractors.

LCPtracker clients recognize these key benefits: time savings for the agency, prime and subcontractor, cost savings by reducing the administrative work, a secure cloud-based, highly automated system that streamlines processes, a dramatic reduction of the risk of fines and negative audits, and world-class support by the LCPtracker Support team.

## DATABASE

LCPtracker, Inc. consists of a four-module database including, a contractor database, an administrator database, a prime approver database, and a prevailing wage database. These four databases work together to provide a web-based program to capture, check, and report on Certified Payroll Reports, as well as other related data and reporting.

## VALIDATION PROCESS AND DATA CHECKING

This is one of LCPtracker's most significant advantages because it helps to protect the client and can assist in avoiding potential lawsuits. A prime feature of LCPtracker is a mathematical and logical check of all certified payroll data. Validations are checks that are performed on the payroll data submitted by the contractor. With over 18 years of testing, LCPtracker has refined the ability to test the validity of data entered and helps you to check that only complete and accurate data is entered using over 80 validation tests. Administrators select which validations they prefer to use and can add to them as needed.

## eDOCUMENTS & REPORTING

eDocuments allows the administrator to create standard document submittals that are electronically uploaded. Any type of files or documents can be tracked in the labor compliance database. LCPtracker has extensive, pre-built reporting functions. These reports are designed to provide the contractors and the administrative users with information that increases the efficiencies of all aspects of a Labor Compliance Program.

## PREVAILING WAGE MAINTENANCE

LCPtracker offers a service to maintain wage updates to your database. The following are the terms related to this service:

- Client must send LCPtracker (via email) all new Federal, State, County or City wage determinations to be loaded; links to the wage determination website are acceptable.
- If wage maintenance of a State, County or City wage determination is selected, LCPtracker will check bi-weekly for updates, and make the change within five (5) business days.
- Client is responsible for doing the craft matching if it is a State vs. Davis-Bacon wage comparison.
- Client is responsible for assigning wages to projects.
- If wage maintenance of a federal wage determination is selected, LCPtracker will check weekly for all new modifications, and update within five (5) business days.
- This service is billed annually in advance. If additional, new wage determinations are needed during the year, adjustment invoices are created.
- Client must notify LCPtracker of termination of any wage maintenance agreements.
- Client must verify accuracy of wages.

## SOFTWARE UPGRADES

LCPtracker subscription includes all related updates that are part of the core LCPtracker functionality. Updates are performed to client databases during off-peak times and clients are notified on the client login banner page when updates have been applied. Typically, there are monthly updates and new features that are part of these updates (documentation is provided within the client training portal).

# PRICE QUOTE

| LCPtracker Pro – Single Project Pricing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Frequency | Service Fee |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------|
| <b>Single Project Pricing - Annual Access Service Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           |             |
| <p><b>PHASE 1 – Detention Center Project (June 2023 – May 2024)</b><br/> <b>For Construction Capacity: Project \$100 Million to \$250 Million</b></p> <p>Single Project Annual Access Fee comprising:</p> <ul style="list-style-type: none"> <li>• Unlimited administrative Users at no cost to Client</li> <li>• Unlimited contractor Users at no cost directly to Client</li> <li>• Administrator phone, email, and Live Chat technical software support as needed (not training).</li> <li>• Contractor email and “Live Chat” technical software support as needed (not training).</li> <li>• Unlimited administrator and registered contractor User access to on-demand, pre-recorded web training videos during the Term</li> </ul> <p>This is an annual fee for each project entered into the Services. For projects longer than the one (1) year standard subscription period, but with Client data stored by LCPtracker for less than eighteen (18) months, a six (6)-month prorated Service Fee applies for the first six (6) months of the succeeding year, but at a 10% premium (due to our pricing being priced out at a one-year term)</p> | Annual    | \$11,350.00 |
| <p><b>PHASE 1 – Detention Center Project (June 2023 – May 2024)</b><br/> <b>For Construction Capacity: Project \$100 Million to \$250 Million</b></p> <p>Annual Access Fee for OnSite Module</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Annual    | \$2,300.00  |
| <p><b>PHASE 2 – Detention Center Project (June 2024 – May 2025)</b><br/> <b>For Construction Capacity: Project \$100 Million to \$250 Million</b></p> <p>Single Project Annual Access Fee comprising:</p> <ul style="list-style-type: none"> <li>• Unlimited administrative Users at no cost to Client</li> <li>• Unlimited contractor Users at no cost directly to Client</li> <li>• Administrator phone, email, and Live Chat technical software support as needed (not training).</li> <li>• Contractor email and “Live Chat” technical software support as needed (not training).</li> <li>• Unlimited administrator and registered contractor User access to on-demand, pre-recorded web training videos during the Term</li> </ul> <p>This is an annual fee for each project entered into the Services. For projects longer than the one (1) year standard subscription period, but with Client data stored by LCPtracker for less than eighteen (18) months, a six (6)-month prorated Service Fee applies for the first six (6) months of the succeeding year, but at a 10% premium (due to our pricing being priced out at a one-year term)</p> | Annual    | \$11,917.50 |
| <p><b>PHASE 2 – Detention Center Project (June 2024 – May 2025)</b><br/> <b>For Construction Capacity: Project \$100 Million to \$250 Million</b></p> <p>Annual Access Fee for OnSite Module</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Annual    | \$2,415.00  |
| <p><b>PHASE 3 – Detention Center Project (June 2025 – May 2026)</b><br/> <b>For Construction Capacity: Project \$100 Million to \$250 Million</b></p> <p>Single Project Annual Access Fee comprising:</p> <ul style="list-style-type: none"> <li>• Unlimited administrative Users at no cost to Client</li> <li>• Unlimited contractor Users at no cost directly to Client</li> <li>• Administrator phone, email, and Live Chat technical software support as needed (not training).</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Annual    | \$12,567.38 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------|
| <ul style="list-style-type: none"> <li>Contractor email and “Live Chat” technical software support as needed (not training).</li> <li>Unlimited administrator and registered contractor User access to on-demand, pre-recorded web training videos during the Term</li> </ul> <p>This is an annual fee for each project entered into the Services. For projects longer than the one (1) year standard subscription period, but with Client data stored by LCPTracker for less than eighteen (18) months, a six (6)-month prorated Service Fee applies for the first six (6) months of the succeeding year, but at a 10% premium (due to our pricing being priced out at a one-year term)</p> |                   |                    |
| <b>PHASE 3 – Detention Center Project (June 2025 – May 2026)</b><br><b>For Construction Capacity: Project \$100 Million to \$250 Million</b><br><br>Annual Access Fee for OnSite Module                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Annual            | \$2,535.75         |
| <b>TOTAL SERVICE FEES*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                   | <b>\$43,085.63</b> |
| <b>Optional Services</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                   |                    |
| Wage (prevailing, union or living) Data Entry & Maintenance Pricing:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Hourly, if needed | \$125.00           |
| Web-Based Admin Training (June 2023)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Per Session       | \$750.00           |
| Web-Based Contractor Training (June 2023)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Per Session       | \$500.00           |
| <b>*Sales tax will be added per your state law at final invoicing.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                   |                    |

## LCPTRACKER ANNUAL SERVICE FEE FOR ACCESS TO LCPTRACKER PRO INCLUDES:

- Unlimited administrative user access.
- Unlimited contractor access (at no cost directly to the Client).
- Administrator phone, email, and Live Chat technical software support as needed (not training).
- Contractor email and “Live Chat” technical software support as needed (not training).
- Unlimited contractor and administrator access to on-demand, pre-recorded web training videos.

## PAYMENT TERMS

- Payment is due upon receipt of invoice.
- LCPTracker reserves the right to increase fees with 30 days’ notice.
- Sales tax will be added per your state law at final invoicing.

## CONDITIONS

- The general terms and conditions of the LCPTracker SaaS Agreement apply to any services ordered from LCPTracker.
- This Quote is effective only until the expiration date, and a signed LCPTracker SaaS Agreement is required to make it binding.
- Any work requested outside of the services detailed in this Quote will be subject to a separate evaluation, analysis, and invoicing.



**SINGLE PROJECT PRICING PRODUCT SCHEDULE, dated as of June 1, 2023 (“Product Schedule”), to the Master Subscription Software as a Service Agreement, dated as of November 3, 2021 (the “Agreement”) between LCPtracker and Client**

Terms not defined herein shall have the meaning ascribed to them in the Agreement unless a new definition is provided herein. The address for invoicing the Client is by email at JGuillen@jacksongov.org attn Jaime Guillen (Client to inform LCPtracker in writing thirty days in advance if this changes). Both parties hereto that LCPtracker is providing access to the following Services subject to the terms and conditions of the Agreement and this Product Schedule as follows:

**A. SERVICES**

| <b>LCPtracker Pro – Single Project Pricing</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Term</b> | <b>Price</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|
| <b>Single Project Pricing - Annual Access Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |              |
| <b>Phase 1 of Detention Center Project (June 2023)</b><br><b>Capacity: Project \$100 Million to \$250 Million</b><br><br>This is an annual fee for each project entered into the Services. For projects longer than the one (1) year standard subscription period, but with Client data stored by LCPtracker for less than eighteen (18) months, a six (6)-month prorated Service Fee applies for the first six (6) months of the succeeding year, but at a 10% premium (due to our pricing being priced out at a one-year term cost). | Annual      | \$11,350.00  |
| <b>Phase 1 of Detention Center Project (June 2023)</b><br><b>Capacity: Project \$100 Million to \$250 Million</b><br><br>Annual Access Fee for OnSite Module                                                                                                                                                                                                                                                                                                                                                                           | Annual      | \$2,300.00   |
| <b>Optional Services</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |             |              |
| Wage (prevailing, union or living) Data Entry & Maintenance Pricing:                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Per Hour    | \$125.00     |
| Web-Based Admin Training                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Per Session | \$750        |
| Web-Based Contractor Training                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Per Session | \$500        |
| <b>*Sales tax will be added per your state law at final invoicing.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |              |

**B. SINGLE PROJECT PRICING TABLE**

The Service Fees below for Single Project Pricing are priced in accordance with the accurate Construction Award Total for each project indicated (Client responsibility) as “Open/Active” projects in the Services for Client and its Affiliates during the one-year period of each applicable Subscription Term. Each one-year term for each project entered into the Services begins on the date of entry of that project into the Services and renews on the yearly anniversary of the relevant project entry into the Services.

| <b>Single Project Service Fee (2023 Standard Pricing) for Administrator access to the Services (upon reaching the applicable tier) per each construction project annually</b> |                                                           |                                                                |                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------|
| <b>Construction Award Total for the construction project in the annual period of the Subscription Term</b>                                                                    | <b>LCPtracker Professional Annual Access Service Fees</b> | <b>Daily Reporter Add-on Module Annual Access Service Fees</b> | <b>Onsite Add-on Module Annual Access Service Fees</b> |
| Under \$5 million in construction costs                                                                                                                                       | \$1,350                                                   | \$750                                                          | \$650                                                  |
| Project \$5 million to under \$10 million                                                                                                                                     | \$2,850                                                   | \$1,450                                                        | \$950                                                  |
| Project \$10 million to under \$25 million                                                                                                                                    | \$4,100                                                   | \$2,100                                                        | \$1,150                                                |
| Project \$25 million to under \$50 million                                                                                                                                    | \$5,350                                                   | \$2,750                                                        | \$1,600                                                |
| Project \$50 million to under \$100 million                                                                                                                                   | \$7,750                                                   | \$3,900                                                        | \$1,800                                                |



|                                                                                                    |          |          |         |
|----------------------------------------------------------------------------------------------------|----------|----------|---------|
| Project \$100 million to under \$250 million                                                       | \$11,350 | \$5,650  | \$2,300 |
| Project \$250 million to under \$500 million                                                       | \$13,850 | \$6,950  | \$3,450 |
| Project \$500 million to \$1 billion                                                               | \$16,700 | \$8,400  | \$4,600 |
| Project over \$1 billion to \$2 billion                                                            | \$20,250 | \$10,200 | \$6,100 |
| Add this fee for every \$500 million over \$2 billion in Construction Award Total for each project | \$3,800  | \$1,900  | \$400   |

\*\*\*\*Construction Award Total means for each construction project the amount in the "Budget" field, which is required to reflect the correct total updated construction bid award amount for the relevant project including change orders. This calculation is done monthly by LCPtracker. If a project is closed and no longer marked "Active", the project will no longer be counted in that month's open active projects.

**C. CONSTRUCTION AWARD TOTAL**

- (a) The original winning bid amount for Client's construction project must be provided by Client to LCPtracker so it may be entered accurately in the relevant project "Budget" field in the LCPtracker Professional services platform. The winning bid amount must be updated by Client if change orders exceed 25% of the original total project winning bid amount for the relevant project (through written requests to LCPtracker Support Department – support@LCPtracker.com)
- (b) Failure by Client or their Affiliates to accurately update LCPtracker Support Department about changes to Budget field for any applicable project will be a material breach under the Agreement and will not remove the Client's obligation to pay the amounts due for the Services based on an accurate "Budget" field.
- (c) Periodically LCPtracker performs audits of project "Budget" fields to ensure accuracy and may reach out to Client to confirm the project "Budget" amounts accuracy. Failure by Client to timely respond to a request for information in relation to any such audit will allow LCPtracker to adjudicate that labor wages will account for 25% of the supplied project "Budget" amount and amend the relevant "Budget" amount accordingly in the Services. Client will be free to dispute this value with LCPtracker by providing accurate information in relation to Construction Award Total at any time.

**D. PAYMENT TERMS**

- (a) Service Fees due under this Product Schedule are due on the date hereof or on the yearly anniversary hereof unless provided otherwise.
- (b) Service Fees for access to the Services for any construction project will change if one of the following events occurs: (i) if the "Budget" amount for any construction project entered in LCPtracker during the then current year of the Subscription Term exceeds the Construction Award Total level purchased for that construction project for that year (Client will then be invoiced for an amount equal to the difference between the Construction Award Total level provided for that Subscription Term and the level for which the current Construction Award Total applies, prorated for the number of months remaining in the then current Subscription Term for that construction project. This invoice shall be due and payable upon receipt. The new rate will then be applicable to the immediately following Subscription Term); (ii) the Construction Award Total increases beyond the previously purchased level at the time of renewal; or (iii) a notice is given to Client pursuant to D(e) below.
- (c) Fees for optional additional professional services to be included into the Services shall be invoiced and due upon delivery of the applicable service at the then current pricing of LCPtracker, unless any such service exceeds thirty (30) days, then invoices will be rendered at the end of each month and payable upon receipt thereof by Client by email.
- (d) Client is responsible for closing each construction project upon the completion of such project in order for it not to be included in the succeeding Subscription Term. Closing a project does not pause billing for that project for that one-year period.
- (e) The prices and terms of this Product Schedule are subject to change at the sole discretion of LCPtracker. A thirty (30) day notice will be provided to Client of such changes by an email to the Client contact and will only become effective to Client on said renewal date.
- (f) If Client has no active projects at the time of a yearly renewal and Client wishes to keep its account open (in such case the then current LCPtracker active database fee shall apply).
- (g) \*Sales tax will be added per your state law at final invoicing.

**E. ADDITIONAL TERMS:** (if any)

1. The Parties agree that Client shall serve as the business or controller and LCPtracker shall serve as the service provider or processor, as those terms are defined under applicable law. LCPtracker, as a service provider on behalf of Client, shall not access, use, process or retain Client Data containing PII except as necessary to perform its obligations under this Product Schedule except in strict accordance with the written instructions of Client, or as otherwise required for LCPtracker to meet its own legal obligations under applicable law. Notwithstanding the foregoing, LCPtracker may use, disseminate, and otherwise process deidentified or aggregated Client Data to the full extent allowed under applicable law and pursuant to its own discretion. LCPtracker shall use reasonable endeavors to notify Client in the event that it receives any consumer rights requests under Applicable Law, if the requestor informs LCPtracker of the relevant employing entity who is also the Client, and the Client shall have the sole responsibility in responding to such requests, and also for ensuring the requestor's identity.
2. Client is solely responsible for its and its Users' compliance with all Applicable Law in the use of the Services and LCPtracker shall have no liability for Client's or its Users' input of data or use of the Services. Client agrees that that Client (a) will confirm the accuracy of any bulk upload/API/data migration/auto-geo assignment integration into the LCPtracker system, and (b) further understands that bulk uploads/API/data migration/auto-geo assignments are



effective only as of the date of the upload(s)/migration(s). Client accepts that auto-geo assignments are automatically corrected by Microsoft based upon the co-ordinates in the KML file supplied by Client to LCPtracker, and further the accuracy of data subject location has some inaccuracy due to combining pure mapping co-ordinates (or deficiencies within those co-ordinates) with residential locations.

**LCPtracker, Inc.**

**Client: Jackson County, Missouri**

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

Name: \_\_Kris Vincil\_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_Sales Director, Recurring Sales\_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_



**LCPtracker, Inc.**  
**Master Subscription Software as a Service Agreement**

THIS MASTER SUBSCRIPTION SOFTWARE AS A SERVICE AGREEMENT ("**Agreement**") is entered into as of **November 3, 2021** (the "**Effective Date**") between LCPtracker, Inc., with a place of business located at 117 East Chapman, Orange, California 92866 ("**LCPtracker**") and **Jackson County, Missouri** with a place of business located at **415 E 12<sup>th</sup> St., Kansas City, MO 64106** and its Affiliates ("**Client**", together with LCPtracker the "**Parties**", and each a "**Party**"). The Parties agree as follows:

**1. DEFINITIONS.**

- a. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. Control, for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.
- b. "**Aggregated Statistics**" means data and information related to Client's and Users' use of the Services that is used by LCPtracker in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- c. "**Applicable Law**" means all federal, state, local and other laws, rules and regulations, ordinances, interpretive letters and other official releases of or by any governmental authority, decrees, orders and codes as the same are amended from time to time and as are applicable to a Party's performance of its obligations under the Agreement, including any applicable law relating to the privacy or processing, protection, collection, use, or disclosure of personally identifiable information as more particularly described in any such applicable law.
- d. "**Client Data**" means all Client and User electronic information entered into the Services.
- e. "**Documentation**" means this Agreement, the applicable Product Schedule, and (i) for LCPtracker Professional, the online user guide (Administrator Manual or Contractor Manual as appropriate) for the Services, accessible via login at LCPtracker online, and updated from time to time, or (ii) for Workforce Manager, the LCPtracker guides entitled "*How to Access Workforce Manager*", "*Creating a New Administrator Profile*" and "*WFM How to reset your password*", that are supplied to Client on request, are accessible via login at LCPtracker online, and that may be updated from time to time. Updates of the Documentation in Section 1(e)(i) and (ii) are in LCPtracker's sole discretion.
- f. "**LCPtracker IP**" means the Services, the Documentation, and any intellectual property provided to Client or any User in connection with the foregoing. For the avoidance of doubt, LCPtracker IP includes Feedback and Aggregated Statistics, as provided herein. Herein, "intellectual property rights" means any registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, or trade secret or intellectual property rights laws in any part of the world.
- g. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- h. "**Product Schedule**" means the document(s) for placing orders hereunder signed by both Parties and made a part hereof. By entering into a Product Schedule hereunder, a Client Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. To be effective a Product Schedule must be signed by both parties to the Product Schedule.
- i. "**PII**" means (i) information about an identified or identifiable individual or household as more particularly described in any Applicable Law in any way relating to privacy and the protection, collection, use, disclosure or distribution of personally identifiable information, including without limitation to the generality of the foregoing, personally identifiable healthcare information or personally identifiable financial information, or (ii) where no Applicable Law applies, means any information that by itself or when combined with other information (such as, but not limited to, names, addresses, telephone numbers, e-mail addresses, credit card number, demographic information, static IP address and government issued identification number) can be used to identify a specific living natural person or household.
- j. "**Services**" means any LCPtracker software as a service products and related services that are ordered by Client under a Product Schedule and made available by LCPtracker online via the Client login or otherwise. "Services" excludes non-LCPtracker applications or software of any kind.
- k. "**Service Fees**" means the fees payable for the Services that are chosen in the applicable Product Schedule.
- l. "**Subscription Term**" means the applicable term as set forth on the applicable Product Schedule for the Services.
- m. "**Third-Party Products**" means any third-party products that Client or a User uses to connect with the Services.
- n. "**Users**" means persons who are authorized by Client to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by Client or by Users. Client must ensure that Users not share their user identification or passwords and further protect them. Users may include but are not limited to Client and its Affiliates' employees, consultants, contractors and agents and use is solely for the

benefit of Client/User in connection with the project detailed in the Product Schedule.

## **2. SERVICES**

**2.1. Provision of Services.** Subject to and conditioned on Client's and its Users' compliance with the terms and conditions of this Agreement, LCPtracker hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 2.3) right to access and use the Services during the applicable Subscription Term solely for use by Client and Users in accordance with the Documentation for their internal business purposes. Client agrees that Client's access to Services hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral/written public comments made by LCPtracker regarding future functionality/features. LCPtracker hereby grants to Client for the applicable Subscription Term a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 2.3) and revocable license to use the relevant Documentation and any other manuals, instructions, or other materials that LCPtracker makes available to Client which describe the features/requirements of the Services solely for Client's internal business purposes in connection with its permitted use of the Services.

**2.2. Limitations.** Client will not (and will not permit any third party or User to): (i) modify (except as expressly permitted under the applicable Product Schedule), port, translate, localize or create derivative works based on the Services, (ii) use, copy, sell, rent, lease, market, distribute or sublicense the Services except as otherwise specifically permitted hereunder; (iii) reverse engineer, decompile, or disassemble the Services; (iv) access the Services in order to build or contribute to a competitive product or service, (v) access the Services in any manner that violates any intellectual property right of a third party, (vi) remove, or allow to be removed, any LCPtracker proprietary rights notice from any LCPtracker product, (vii) disclose the results of performance tests run on the Services to any third party without LCPtracker's prior written consent, (viii) make the Services available to anyone other than Users, (ix) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (x) use the Services to store or transmit Malicious Code, (xi) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (xiii) attempt to gain unauthorized access to the Services or their related systems or networks. This Agreement grants no additional express or implied license, right or interest in any copyright, patent, trade secret, trademark, invention or other intellectual property right of LCPtracker that is not expressly granted herein. Client shall; (a) be responsible for the administration of User identifications and passwords and Users' compliance with this Agreement and shall require Users to acknowledge their understanding of and compliance with the restrictions and responsibilities related to the use of the Services, including, without limitation, protecting their User identification and passwords and compliance with all Applicable Laws; (b) use their best efforts to prevent unauthorized access to or use of the Services, and notify LCPtracker promptly of any unauthorized access or use, and (c) use the Services only in accordance with the Documentation and Applicable Laws. If Client becomes aware of any actual or threatened activity prohibited by this Section, Client shall, and shall cause its Users to, immediately: (A) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services); and (B) notify LCPtracker immediately in writing of any such actual or threatened activity.

**2.3. Users.** Client may permit any number of Users (unless otherwise set forth in the applicable Product Schedule) to use the Services; (i) in accordance with the terms of the applicable Product Schedule and the Documentation, and (ii) through a unique and reasonably secure username and password. If a two-factor authentication login system is provided, it is required to be used. Client is responsible to ensure that its Users comply with all the same obligations regarding use of the Services that it is bound by hereunder.

**2.4. Use of Services** Client is solely responsible for its and its Users' compliance with all Applicable Law in the use of the Services and LCPtracker shall have no liability for Client's or its Users' input of data or use of the Services. Client agrees that that Client (a) will confirm the accuracy of any bulk upload/API/data migration integration into the LCPtracker system, and (b) further understands that bulk uploads/API/data migration are effective only as of the date of the upload(s)/migration(s). Client agrees to not directly send any PII by email or otherwise (to LCPtracker outside of the LCPtracker SaaS Services product offering) without prior written approval from the LCPtracker Director of Client Services.

**2.5 Changes.** LCPtracker reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of LCPtracker's services to its customers; (ii) the competitive strength of or market for LCPtracker's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with Applicable Law.

**2.6. Data Backup.** The Services are programmed to perform routine data backups as set out in LCPtracker's backup policy in effect from time to time (the "**Backup Policy**"). In the event of any loss, destruction, damage, or corruption of Client Data for any reason, LCPtracker will, as its sole obligation and liability and as Client's sole remedy, restore the Client Data from LCPtracker's then most current backup of such Client Data in accordance with the then current Backup Policy. It is the Client and the Users responsibility to maintain their own back-ups of their original data for the required statutory periods.

**2.7. Client Control and Responsibility.** Client has and will retain sole responsibility for: (a) all Client Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Client or any User in connection with the Services; (c) Client's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Client or through the use of third-party services ("**Client Systems**"); (d) the security and use of Client's and its Users' access credentials; and (e) all access to and use of the Services directly or indirectly by or through the Client Systems or its or its Users' access credentials, with or without Client's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

### **3. FEES AND PAYMENT FOR SERVICES**

**3.1. Service Fees.** Except as otherwise specified herein or in the Product Schedule, payment obligations are non-cancelable, and Service Fees paid are non-refundable (except as expressly stated herein or a Product Schedule). Service Fees are based on the start date as set forth in the Product Schedule and shall continue for the Subscription Term. All undisputed amounts payable to LCPtracker under this Agreement shall be paid by Client to LCPtracker in full when due without any setoff, deduction, or withholding for any reason.

**3.2. Invoicing and Payment.** If required by Client, Client may provide LCPtracker with a valid purchase order or alternative document reasonably acceptable to LCPtracker, provided that no terms contained on Client's purchase order or alternative document will serve to modify the terms of this Agreement or the applicable Product Schedule. Unless otherwise stated in the Product Schedule, payment is due by check to the address listed above for LCPtracker net 30 days from the date of the applicable invoice.

**3.3. Overdue Payments.** If any Service Fees are not received from Client by the applicable due date, then at the sole discretion of LCPtracker (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is higher, from the date such payment was due until the date paid, and/or (b) LCPtracker may without limiting its other rights and remedies, suspend Client's access to the Services until payment is made in full. LCPtracker will give Client at least thirty (30) business days' prior written notice that Client account is overdue, in accordance with Section 11.1 (Notices), before suspending the Services to Client.

**3.4. Payment Disputes.** If Client provides written notice to LCPtracker of a dispute about any portion of an invoice prior to the applicable payment due date, LCPtracker shall not exercise its rights under Section 3.3 provided Client is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

**3.5. Taxes.** Unless otherwise stated, Service Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Client is responsible for paying all Taxes, if any, associated with Client purchases hereunder, other than those based on LCPtracker's income. If LCPtracker has the legal obligation to pay or collect Taxes for which Client is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Client, unless Client provides LCPtracker with a valid tax exemption certificate authorized by the appropriate taxing authority.

**3.6. Auditing Rights and Required Records.** Client agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. LCPtracker may, at its own expense, on reasonable prior notice, periodically (during, or after the Term for a period of two (2) years) inspect Client's records with respect to matters covered by this Agreement, provided that if such inspection reveals that Client has underpaid LCPtracker with respect to any amounts due hereunder, Client shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with this Agreement. Client shall pay for the reasonable costs of the audit if the audit determines that Client's underpayment exceeds 10% of sums due for any quarter.

### **4. PROPRIETARY RIGHTS**

**4.1. Reservation of Rights.** The Services are not sold to Client or any third party. LCPtracker reserves all rights, title, and interest in and to Services and its underlying software covered by this Agreement, including but not limited to all related intellectual property rights. No rights are granted to Client hereunder (whether by waiver, implication, estoppel, or otherwise) other than as expressly set forth herein or a Product Schedule for the Term.

**4.2. Additional Purchases and Affiliate Use.** Client or Client Affiliates may, at additional cost, purchase access to other LCPtracker products by entering into new Product Schedules. Unless otherwise stated in the applicable Product Schedule, Client shall be and remain jointly and severally liable for any such Affiliates' obligations under this Agreement.

**4.3. Feedback and Aggregated Statistics.** Any suggestions, enhancement requests, recommendations or other feedback relating to the operation of the Services provided by Client, including by Users ("**Feedback**"), during and after the Term is and remains the intellectual property of LCPtracker and LCPtracker has all rights therein to exploit and commercialize any Feedback as LCPtracker chooses without compensation or other consideration to Client

or any Users. LCPTracker is not required to use any Feedback. Notwithstanding anything to the contrary in this Agreement, LCPTracker may monitor Client and Users use of the Services and collect and compile Aggregated Statistics. As between LCPTracker, the Client and its Users, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LCPTracker without compensation or other consideration to Client. Client acknowledges that LCPTracker may compile Aggregated Statistics based on Feedback. Client agrees that LCPTracker may (i) make Aggregated Statistics publicly available in compliance with Applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under Applicable Law, provided that such Aggregated Statistics do not identify the Client's or Users' Confidential Information. All Users of Services may be contacted by LCPTracker with information about LCPTracker events, services or products, and they will be given the opportunity to opt-out of any such communications.

**4.4. Federal Government End Use Provisions.** LCPTracker provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with LCPTracker to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

**4.5. Client Data.** LCPTracker acknowledges that, as between LCPTracker and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LCPTracker a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for LCPTracker to provide the Services to Client, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use Client Data within the Aggregated Statistics and Feedback. Notwithstanding the foregoing, LCPTracker, as a service provider on behalf of Client, shall not access, use, process or retain Client Data except as necessary to perform its obligations under this Agreement and the applicable Product Schedule except in strict accordance with the written instructions of Client, unless to the extent that such Client Data is deidentified. All Services that are provided depend on the accuracy of Client Data. LCPTracker is not responsible for any errors due to inaccurate information provided by Client or Users.

## **5. CONFIDENTIALITY**

**5.1. Definition of Confidential Information.** As used herein, "**Confidential Information**" means all information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without prejudice to the generality of the foregoing Confidential Information shall include business and marketing plans, technology and technical information, product plans, pricing and designs, and business processes disclosed by a Party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without access or reference to the Disclosing Party's Confidential Information.

**5.2. Protection of Confidential Information.** The Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and the applicable Product Schedule, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those contained herein.

**5.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. "All Client's obligations under this paragraph 5 are subject to the provisions of the Missouri Open Records Act, chapter 610, RSMo."

## **6. WARRANTIES AND DISCLAIMERS**

**6.1. Warranties.** LCPtracker warrants that (i) LCPtracker has validly entered into this Agreement, (ii) the Services shall perform materially in accordance with the Documentation, (iii) LCPtracker will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and (iv) LCPtracker will not transmit Malicious Code to Client, provided it is not a breach of this subpart (iii) if Client or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty in this Section, Client's exclusive remedy shall be as provided in Section 10.1 and Section 10.4. **LCPTRACKER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.**

**6.2. Client Warranties.** Client represents and warrants that (i) Client has validly entered into this Agreement, (ii) Client has collected all PII in accordance with all Applicable Law, and (iii) Client will follow best practices in relation to data security. Client acknowledges that Client is solely responsible for the content uploaded into the Services and warrants that Client shall comply with all Applicable Law in its use of the Services and shall require all Users to acknowledge and agree to comply with Applicable Law and the requirements of this Agreement.

**6.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, THE SERVICES ARE PROVIDED "AS IS" AND LCPTRACKER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LCPTRACKER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES WILL, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.**

## **7. MUTUAL INDEMNIFICATION**

**7.1. Indemnification by LCPtracker.** LCPtracker shall defend Client against any claim, demand, or proceeding made or brought against Client by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the US intellectual property rights of such third party in respect of the Services (a "**Claim Against Client**"), and shall indemnify Client for any damages, reasonable attorney fees and costs finally awarded against Client as a result of, and for amounts paid by Client under a court-approved settlement of a Claim Against Client; provided that Client (a) promptly provides LCPtracker written notice of the Claim Against Client; (b) allows LCPtracker sole control of the defense and settlement of the Claim Against Client (provided that LCPtracker may not settle any Claim Against Client unless the settlement unconditionally releases Client of all liability); and (c) provides to LCPtracker all reasonable assistance, at LCPtracker's expense. In the event of a Claim Against Client, or if LCPtracker reasonably believe the Services may infringe or misappropriate a third party's intellectual property rights, LCPtracker may, in LCPtracker's sole discretion and at no cost to Client, (x) modify the Services so that they are no longer infringing, without breaching LCPtracker warranties under Section 6.1 above, (y) obtain a license for Client's continued use of the Services in accordance with this Agreement, or (z) if LCPtracker determines that neither of the foregoing is commercially practicable and if Client is not permitted to continue using the Services, then this Agreement will terminate with respect to such infringing Services, and Client shall be entitled to recover from LCPtracker an amount equal to a pro-rated portion of the applicable prepaid Service Fees paid for the Services for the remaining Subscription Term for the applicable Services. LCPtracker shall have no liability for any infringement claim based on Client Data, or Client's or its Users' use of the Services in a manner not permitted hereunder, where such claim would not arise but for such Client Data or Client's or its Users' unauthorized use of the Client Data or the Services. LCPtracker will not be held responsible for actions outside its reasonable control and retains all its defenses at law and at equity.

**7.2. Exclusive Remedy. THIS SECTION 7 STATES THE INDEMNIFYING PARTY'S ENTIRE LIABILITY TO, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY AGAINST, THE OTHER PARTY FOR ANY TYPE OF INDEMNIFIED CLAIM DESCRIBED IN THIS SECTION.**

**8. LIMITATION OF LIABILITY. IN NO EVENT WILL LCPTRACKER BE LIABLE UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT WITH THE CLIENT UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; (b) LOST REVENUES; (c) LOSS OF GOODWILL OR REPUTATION; (d) LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA; OR (e) COST OF REPLACEMENT SERVICES, IN EACH CASE REGARDLESS OF WHETHER CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE FORESEEABLE. IN NO EVENT WILL LCPTRACKER'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY EXCEED THE LESSER OF \$50,000 OR THE AMOUNTS PAID BY CLIENT FOR THE SERVICES IN THE TWELVE (12) MONTHS**

**IMMEDIATELY PRECEDING THE INCIDENT THAT GAVE RISE TO THE LIABILITY. CLIENT ACKNOWLEDGES THAT LCPTRACKER COULD NOT MAKE ITS SERVICES AVAILABLE TO CLIENT ON THE TERMS SET FORTH HEREIN IF LCPTRACKER'S LIABILITY WERE NOT SO LIMITED.**

**9. TERM.** This Agreement commences on the Effective Date hereof and continues until termination of all Product Schedules as provided below, or termination of this Agreement as provided herein, whichever occurs first. Except as otherwise specified in the applicable Product Schedule, all Subscription Terms shall renew for subsequent additional like periods (each a "Renewal Term" and collectively, the "Term") upon the Agreement of both Parties.

## **10. TERMINATION**

**10.1 Termination for Cause.** Either Party may terminate a Product Schedule for cause: (i) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if there is a Service Suspension which is not in the opinion of LCPtracker commercially reasonably or practically capable of being cured. LCPtracker may terminate (effective upon notice to the Client) for a breach of Section 2.

**10.2. Termination for Discontinuance.** LCPtracker may, with no liability to the Client (except a pro rata refund of applicable Service Fees) or the Users, also terminate this Agreement and/or any applicable Product Schedule(s) to the extent LCPtracker discontinues any Services upon one hundred and eighty (180) days prior written notice to Client.

**10.3. Effect of Termination.** Upon termination of a Product Schedule or this Agreement for any reason, Client's (and any Users') right to continue using the Services under the applicable Product Schedule(s) shall immediately cease and Client shall destroy or return (as directed by LCPtracker) all Confidential Information related to such Product Schedule. A termination of a Product Schedule hereunder does not affect any other remaining Product Schedule(s) hereunder which shall remain subject to the terms of this Agreement unless such Product Schedule(s) are terminated in accordance with the terms hereof or unless the Agreement is terminated. Upon request from Client in writing upon termination of this Agreement, LCPtracker shall promptly delete all Client Data in the Services (in accordance with LCPtracker normal back-up procedures, but any Client Data not deleted due to a back-up procedure will not be kept for longer than six (6) months in the event of a request for deletion, and during that time LCPtracker's obligations under this Agreement for confidentiality will continue to apply). Client acknowledges that if the Client Data is requested to be returned, Client will incur the applicable fees for the requested extract format as set forth on LCPtracker's then current price list. Notwithstanding the foregoing, Client may elect to download the Client Data within thirty (30) days of such termination at no charge. If a portable drive is requested at a charge from LCPtracker, Client accepts the risk of damage or loss of this drive during transit. All Sections intended by their nature to survive termination, including, without limitation, Sections 5, 6, 7, 8, and 10 shall survive any termination or expiration of this Agreement.

**10.4. Refund or Payment upon Termination.** Upon any termination under Section 10.1, LCPtracker shall refund Client any prepaid Service Fees covering the prorated remainder of the applicable yearly period of the Subscription Term within thirty (30) days after the relevant effective date of termination. Unless provided otherwise herein, upon any other termination, Client shall remain obligated for any unpaid Service Fees covering the remainder of the Subscription Term.

**10.5. Service Suspension.** Notwithstanding anything to the contrary in this Agreement, LCPtracker may temporarily suspend Client's and any User's access to any portion or all of the Services if: (i) LCPtracker reasonably determines that (a) there is a threat or attack on any of the LCPtracker IP; (b) Client's or any User's use of the LCPtracker IP disrupts or poses a security risk to the LCPtracker IP or to any other customer or vendor of LCPtracker; (c) any User is using the LCPtracker IP for fraudulent or illegal activities; (d) subject to Applicable Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (e) LCPtracker's provision of the Services to Client or any User is (x) prohibited by Applicable Law, or (y) deemed by LCPtracker to be commercially unfeasible due to Applicable Law; (ii) any vendor of LCPtracker has suspended or terminated LCPtracker's access to or use of any third-party services or products required to enable Client to access the Services; or (iii) in accordance with Section 3.3 (any such suspension described in subclause (i), (ii), or (iii) of this Section 10.5, a "Service Suspension"). LCPtracker will have no liability for any liabilities or any other consequences that Client or any User may incur as a result of a Service Suspension.

## **11. GENERAL PROVISIONS**

**11.1. Governing Law.** This Agreement is governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Missouri. Any legal suit,



action, or proceeding arising out of or related to this Agreement or the permissions granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Missouri in each case located in the city of Jackson County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The Parties agree that the United Nations Convention on Contracts for the International Sales of Goods is expressly excluded from this Agreement. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

**11.2. Notices.** Any notice required or permitted to be delivered pursuant to this Agreement, and any permission and approval required hereunder shall, unless otherwise provided herein, be in writing and shall be deemed to have been given: (i) upon delivery, if delivered in person, (ii) upon electronic confirmation of delivery if sent by electronic mail, or (iii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid, in each case addressed to the addressee set out in the first paragraph of this Agreement or to such other address as may be specified by either Party hereto upon notice given to the other Party in accordance with this Section. Certain LCPtracker updates regarding the Services are provided to Client at [https://prod.lcptracker.net/Projects/Alert for LCPtracker Professional](https://prod.lcptracker.net/Projects/Alert%20for%20LCPtracker%20Professional) or <https://workforce-manager-prod-web.herokuapp.com/> for Workforce Manager.

**11.3. Severability.** If a provision of the Agreement or portion thereof is found to be invalid, illegal, or unenforceable under Applicable Law, it shall not invalidate or render unenforceable the remainder of such provision or the remaining provisions of the Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner.

**11.4. Export Compliance.** The Services may be subject to export laws and regulations of the United States and other jurisdictions. Client shall not access or use Services in violation of any U.S. export law or regulation.

**11.5. Anti-Corruption.** Client acknowledges that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any LCPtracker employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this restriction. If Client learns of any violation of this restriction, Client will promptly notify LCPtracker in writing.

**11.6. Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. LCPtracker will reach out from time to time with opportunities to Client in relation to other LCPtracker product opportunities and Client consents to this. No employee, director, or officer of LCPtracker shall be held personally liable under this Agreement. There are no third-party beneficiaries to this Agreement.

**11.7. Waiver.** No failure or delay by either Party in exercising any right or partial right, remedy, power, or privilege under this Agreement shall constitute a waiver of that right, remedy, power or privilege.

**11.8. Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Product Schedules), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party, provided that the assignee agrees in writing to be bound by the terms of this Agreement and has sufficient funds to discharge the assignor's liabilities hereunder. A Party's sole remedy for any purported assignment by the other Party in breach of this paragraph shall be, at the non-assigning Party's election, termination of this Agreement upon written notice to the assigning Party and payment of all sums owing under the terms of this Agreement.

**11.9. Entire Agreement.** This Agreement, including all exhibits and all Product Schedules, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted, and in order to effectively amend the terms of this Agreement, any amendment must specifically call out the Section of this Agreement to be amended.

**11.10. Counterparts.** This Agreement and any Product Schedule hereunder may be executed in one or more counterparts; each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**11.11. Force Majeure.** In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to pay Service Fees hereunder by Client), if and to the extent such failure or delay is caused by an event of Force Majeure ("**Force Majeure**" hereunder means any acts of God, government, war, terrorism, riot, fire, floods, earthquakes, explosions, strikes, lockouts, cessation of labor, trade disputes, breakdowns, accidents of any kind which are beyond the reasonable control of a Party, or passage of law or any action taken by a governmental

or public authority, which makes it commercially unreasonable to continue to have this Agreement in force).

**11.12. Equitable Relief.** Client acknowledges and agrees that a breach or threatened breach by Client of any of its obligations under Section 2.2, would cause LCPtracker irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, LCPtracker will be entitled to seek equitable relief from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

**IN WITNESS WHEREOF,** authorized representatives of the Parties have executed this Agreement effective as of the Effective Date defined above.

LCPtracker, Inc. DocuSigned by:

*Kris Vincil*

By: A04FE27ABACC42C...

[LCPtracker Authorized Person Signature]

**Client: Jackson County, Missouri**

By: *[Signature]*

[Client Authorized Person Signature]

Name: Kris Vincil

[LCPtracker Authorized Person Name]

Name: Bob Crutsinger

[Client Authorized Person Name]

Title: Business Unit Director

[LCPtracker Authorized Person Title]

Title: Finance Director

[Client Authorized Person Title]

Date: 11/4/2021

Date: <sup>10</sup>November 3, 2021

**BULK PROJECT PRICING PRODUCT SCHEDULE, dated as of November 3, 2021 ("Product Schedule"), to the Master Subscription Software as a Service Agreement, dated as of November 3, 2021 (the "Agreement") between LCPtracker and Client**

Terms not defined herein shall have the meaning ascribed to them in the Agreement. The address for invoicing the Client is by email at [cwallace@jacksongov.org](mailto:cwallace@jacksongov.org) attn **Cindy Wallace** (Client to inform LCPtracker in writing thirty days in advance if this changes). Both parties hereto that LCPtracker is providing access to the following Services subject to the terms and conditions of the Agreement and this Product Schedule as follows:

**A. SERVICES**

Subscription Term is one years and begins on the date of this Product Schedule.

| Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Unit     | Service Fees       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------|
| Standard Start Up Fee (web-based) comprises: <ul style="list-style-type: none"> <li>• Configuration and setup of administrative account/database</li> <li>• 3-4 Implementation sessions comprising Admin #1, Admin #2, contractor training, and Go Live (these may be combined)</li> <li>• 8 hours of prevailing wage data entry</li> <li>• A single one-hour training session on how to data load prevailing wage data, if needed</li> </ul>                                                                                                                                                                                                                        | One-time | \$5,950.00         |
| OnSite Module – Start Up Fee<br>To include mapping of one form. Additional forms may be mapped at \$500/form.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | One-time | \$500.00           |
| Bulk project Service Fee for access to LCPtracker Professional (Pricing here based on Construction Capacity being below \$25 million for the sum of all construction projects listed in Client's account) comprising: <ul style="list-style-type: none"> <li>• Unlimited administrative Users at no cost to Client</li> <li>• Unlimited contractor Users at no cost directly to Client</li> <li>• Phone, email, and live chat technical support for administrative and registered contractor Users (not training)</li> <li>• Unlimited administrator and registered contractor User access to on-demand, pre-recorded web training videos during the Term</li> </ul> | Annual   | \$10,000.00        |
| OnSite Add-on Module - Capacity: Up to \$25 million<br>Advanced tablet-based application for construction site compliance interviews.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Annual   | \$2,000.00         |
| <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          | <b>\$18,450.00</b> |

**B. BULK PROJECT PRICING TABLE**

| <b>Bulk Project Service Fee 2021 Pricing for Administrator access to the Services (upon reaching the applicable tier) every year of the Subscription Term</b> |                                                    |                                                         |                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|
| Construction Capacity in the relevant yearly period of the Subscription Term                                                                                  | LCPtracker Professional Annual Access Service Fees | Daily Reporter Add-on Module Annual Access Service Fees | Onsite Add-on Module Annual Access Service Fees |
| Up to \$5 million                                                                                                                                             | \$3,450.00                                         | \$1,800.00                                              | \$1,500.00                                      |
| Up to \$10 million                                                                                                                                            | \$6,700.00                                         | \$3,300.00                                              | \$1,500.00                                      |
| Up to \$25 million                                                                                                                                            | \$10,000.00                                        | \$5,000.00                                              | \$2,000.00                                      |
| Up to \$50 million                                                                                                                                            | \$17,500.00                                        | \$8,800.00                                              | \$2,600.00                                      |
| Up to \$100 million                                                                                                                                           | \$23,000.00                                        | \$11,600.00                                             | \$3,000.00                                      |
| Up to \$200 million                                                                                                                                           | \$29,500.00                                        | \$15,000.00                                             | \$3,000.00                                      |
| Up to \$300 million                                                                                                                                           | \$37,500.00                                        | \$18,800.00                                             | \$4,000.00                                      |
| Up to \$400 million                                                                                                                                           | \$44,500.00                                        | \$22,000.00                                             | \$4,000.00                                      |
| Up to \$500 million                                                                                                                                           | \$52,000.00                                        | \$26,000.00                                             | \$5,200.00                                      |

|                     |              |             |             |
|---------------------|--------------|-------------|-------------|
| Up to \$750 million | \$58,500.00  | \$29,000.00 | \$5,200.00  |
| Up to \$1 billion   | \$65,000.00  | \$32,400.00 | \$6,200.00  |
| Up to \$2 billion   | \$75,000.00  | \$37,600.00 | \$7,200.00  |
| Up to \$4 billion   | \$107,000.00 | \$53,600.00 | \$10,300.00 |
| Up to \$6 billion   | \$138,000.00 | \$69,000.00 | \$13,400.00 |
| Up to \$8 billion   | \$167,500.00 | \$83,700.00 | \$15,500.00 |
| Up to \$10 billion  | \$196,000.00 | \$98,000.00 | \$18,500.00 |

For Bulk Project Pricing of \$2 billion and above, Client can choose to increase Client's level of Construction Capacity in \$500 million increments. The fee for this is \$8,300 per \$500 million in additional Construction Capacity. The associated Daily Reporter module fee is \$4,200, and the Onsite module fee is \$800 per each additional \$500 million.

**C. CONSTRUCTION CAPACITY**

- (a) **"Construction Capacity"** means the sum total of all active (*"Open/Active"*) projects in the Client's account (which sum also includes all accounts under this Product Schedule in their Affiliates' accounts) in the Services. The value of projects marked as *"Open/Active"* within the LCPtracker Professional database is determined by the accurate total of project *"Budget"* amounts.
- (b) The original winning bid amount for Client's construction project must be provided by Client to LCPtracker so it may be entered accurately in the relevant project *"Budget"* field in the LCPtracker Professional services platform. The winning bid amount must be updated by Client if change orders exceed 25% of the original total project winning bid amount for the relevant project (through written requests to LCPtracker Support Department – support@LCPtracker.com).
- (c) The winning bid amount is what is required to be included in the *"Budget"* field and includes all material, all labor, and all other related costs on the awarded bid on the project for all phases. This field must be kept updated and accurate by the Client (through written requests to LCPtracker Support Department – support@LCPtracker.com) at all times for LCPtracker to accurately invoice the Client.
- (d) Failure by Client or their Affiliates to accurately update LCPtracker Support Department of changes to the *"Budget"* field will be a material breach under the Agreement and will not remove the Client's obligation to pay the amounts due for the Services based on an accurate *"Budget"* field. If a project is completed and closed (responsibility of Client to perform to avoid being billed for it), the project will no longer be counted in that month's open active projects for billing.
- (e) Periodically LCPtracker performs audits of project *"Budget"* fields to ensure accuracy and may reach out to Client to confirm the project *"Budget"* amounts accuracy. Failure by Client to timely respond to a request for information in relation to any such audit will allow LCPtracker to adjudicate that labor wages will account for 25% of the supplied project *"Budget"* amount and amend the relevant *"Budget"* amount accordingly in the Services for billing purposes. Client will be free to dispute this value with LCPtracker by providing accurate information in relation to Construction Capacity at any time.

**D. PAYMENT TERMS**

- (a) Service Fees are due under this Product Schedule are due on the date hereof or on the yearly anniversary hereof unless provided otherwise.
- (b) Service Fees for access to the Services detailed above will change if one of the following events occurs: (i) If the sum of all *"Budget"* amounts for projects entered in LCPtracker during the then current year of the Subscription Term exceed the Construction Capacity level purchased (Client will be invoiced for an amount equal to the difference between the Construction Capacity level provided for that year of the Subscription Term and the cost level for which the current correct Construction Capacity applies, prorated for the number of months remaining in the then current year of the Subscription Term. This invoice shall be due and payable upon receipt. The new rate will then be applicable to the immediately following year of the Subscription Term), (ii) The Construction Capacity increases beyond the previously purchased level on the annual anniversary of this Product Schedule, or (iii) A notice is given to Client pursuant to Section D(d) below.
- (c) Fees for optional additional professional services to be included into the Services shall be invoiced and due upon delivery of the applicable service at the then current pricing of LCPtracker, unless any such service exceeds thirty (30) days, then invoices will be rendered at the end of each month and payable upon receipt thereof by Client by email.
- (d) The prices and terms of this Product Schedule are subject to change at the sole discretion of LCPtracker. A thirty (30) day notice will be provided to Client of such changes by an email to the Client contact and will only become effective to Client on said renewal date.
- (e) If Client elects to pay by credit card, the credit card payment fee of four percent (4%) imposed on LCPtracker shall be added to Client's payment to be charged. Client is responsible for providing complete and accurate billing and contact information to LCPtracker and notifying LCPtracker of any changes to such information.
- (f) If Client has no active projects at the time of a yearly renewal and Client wishes to keep its account open (in such case the then current LCPtracker active database fee shall apply).

**E. ADDITIONAL TERMS:** (if any)

LCPtracker, Inc.

Client: Jackson County, Missouri

DocuSigned by:  
By: Kris Vincil  
[LCPtracker Authorized Person Signature]

By: [Signature]  
[Client Authorized Person Signature]

Name: Kris Vincil  
[LCPtracker Authorized Person Name]

Name: Bob Crutsinger  
[Client Authorized Person Name]

Title: Business Unit Director  
[LCPtracker Authorized Person Title]

Title: Finance Director  
[Client Authorized Person Title]

Date: 11/4/2021

Date: November 8, 2021

APPROVED AS TO FORM  
[Signature]  
County Counselor

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

**A RESOLUTION** honoring the life and achievements of Leo Michael Dujakovich.

**RESOLUTION NO. 21377**, August 21, 2023

**INTRODUCED BY** Manuel Abarca IV, DaRon McGee, Megan L. Marshall, Jalen Anderson, Venessa Huskey, Charlie Franklin, and Jeanie Lauer, County Legislators

WHEREAS, Leo Michael Dujakovich, of Sugar Creek, Missouri, passed away on July 18, 2023, at the age of 84, surrounded by his loving family, and,

WHEREAS, Leo was laid to rest on August 14, 2023, at Mt. Calvary Cemetery following a Mass of Christian Burial at St. Andrew the Apostle Catholic Church; and,

WHEREAS, Leo was born on December 20, 1938, to Theodore and Mary Dujakovich, and he graduated from De La Salle Military Academy in 1955; and,

WHEREAS, Leo's unwavering love and devotion to his wife Joyce Maloney, whom he married in June 1959, exemplified the true essence of partnership and family; and,

WHEREAS, Leo was a cherished father to his six children, Karen Bauer (Fabian), Patrick Dujakovich (Stacey), Gregory Dujakovich, Josef Dujakovich (Jennifer), Baxter (Patti), and Christa Gulick, and he leaves behind a legacy of love, guidance, and strength that extended to fourteen grandchildren and eight great-grandchildren; and,

WHEREAS, Leo's profound impact reached far beyond his immediate family, as he served as a mentor, coach, father figure, and peacemaker to countless others, demonstrating his deep commitment to uplifting and supporting those around him; and,

WHEREAS, Leo's contributions to the Sheet Metal Workers Union, Local 2, and his subsequent role as a successful business owner of a sheet metal company, stand as a testament to his unwavering work ethic and dedication to providing opportunities for multiple generations; and,

WHEREAS, Leo's memory will forever be cherished by his surviving children, grandchildren, great-grandchildren, nieces, nephews, and a community that was enriched by his presence; and,

WHEREAS, Leo's commitment to giving back to his community is reflected in his family's preference for memorial contributions to be made in his honor to St. Jude Children's Research Hospital, embodying his compassionate spirit and concern for the well-being of others; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the Legislature hereby celebrates the life and achievements of Leo Michael Dujakovich and extends its deepest condolences to his family and loved ones.

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

APPROVED AS TO FORM:

*Bryan D. Worsley*  
\_\_\_\_\_

County Counselor

### Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21377 of August 21, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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



## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** honoring KC's Black Suffragists and Jazz Artists on the occasion of its event to be held August 27, 2023, at The Blue Room in the 18<sup>th</sup> & Vine Historic District.

**RESOLUTION NO. 21378**, August 21, 2023

**INTRODUCED BY** Donna Peyton, Venessa Huskey, DaRon McGee, Megan L. Marshall, Manuel Abarca IV, Jalen Anderson, Charlie Franklin, Jeanie Lauer, and Sean E. Smith, County Legislators

WHEREAS, the ratification of the 19<sup>th</sup> Amendment in 1919 gave women the right to vote, after years of struggle, including work by Black suffragists that is rarely recognized; and,

WHEREAS, *Making History: KC's Black Suffragists and Jazz Artists* program is a tribute to the dedication and impactful contributions of Black suffragists and jazz artists in shaping the cultural fabric of our society; and,

WHEREAS, this event, which will give full recognition to these Black women suffragists, will be held in the historic 18<sup>th</sup> & Vine District's Blue Room, located at 1600 East 18th Street, Kansas City, Missouri on August 27, 2023, from 3:00 to 5:00 p.m.; and,

WHEREAS, this show is proudly sponsored by the Black Archives of Mid America, the KC Black Women Suffragist Committee, and the Women's Equality Coalition, organizations that have tirelessly worked toward highlighting and preserving the historical narratives of Black suffragists and artists; and,

WHEREAS, the event's program promises to be a remarkable experience, showcasing the talents of featured vocalists Millie Edwards, Lisa Henry, and Pam Watson, alongside the performances of the Kansas City Girl's Choir under the guidance of Accompanist Pam Watson and Choir Director Mia Ramsay; and,

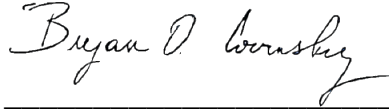
WHEREAS, Dr. Carmaletta Williams and Lisa White Hardwick are slated to present the rich and inspiring history of Black suffragists, further deepening the understanding of the struggles, protests, agitation, jail time, forced feeding, and triumphs that emerged from this period; and,

WHEREAS, this gathering is an opportunity to come together, reflect upon our shared history, and express our collective gratitude for the achievements of Black suffragists and jazz artists who have paved the way for future generations, and examine issues the community continues to fight for—equitable wages, the prevention of domestic violence and sexual assault, and access to reproductive service; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the Legislature hereby proclaims its wholehearted support for the *Making History: KC's Black Suffragists and Jazz Artists* event and encourages all citizens to honor the legacy of those who have tirelessly strived for equality, justice, and cultural enrichment.

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

APPROVED AS TO FORM:



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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21378 of August 21, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** honoring Metropolitan Missionary Baptist Church on the occasion of its 128<sup>th</sup> Anniversary Celebration to be held Sunday, August 27, 2023.

**RESOLUTION NO. 21379**, August 21, 2023

**INTRODUCED BY** Venessa Huskey, DaRon McGee, Megan L. Marshall, Jalen Anderson, Donna Peyton, Manuel Abarca IV, Charlie Franklin, Jeanie Lauer, and Sean E. Smith, County Legislators

WHEREAS, Metropolitan Missionary Baptist Church of Kansas City, Missouri, has a storied history dating back to 1895, when a small band of Christian believers, led by the Rev. Henry Robinson, answered the call of God and established Mt. Gilead Baptist Church, which later became known as Highland Avenue Baptist Church; and,

WHEREAS, the congregation of Metropolitan Missionary Baptist Church, through faith and tenacity, overcame adversity and challenges, including a fire that destroyed their building in 1946, and managed to survive and thrive under the courageous and creative leadership of Rev. E. H. Branch; and,

WHEREAS, the church demonstrated a commitment to inclusivity and equality by affirming women in significant leadership roles, such as Deacons, Trustees, and Ministers, including full ordination; and,

WHEREAS, Metropolitan Missionary Baptist Church has exemplified its motto of "*Changing, Restoring, and Strengthening Lives*" by engaging in community partnerships and outreach programs, including a summer academic camp, after-school programs, health screenings, social services, and various self-help initiatives, which have positively impacted thousands of lives and garnered national recognition; and,

WHEREAS, the church, led by Dr. Hartsfield II, not only serves as a spiritual center but also as an educational institution, with Dr. Hartsfield II's role as Fred E. Young Chair and Professor of Hebrew Bible at Central Baptist Seminary, contributing to the development of future leaders and ministers; and,

WHEREAS, the church's commitment to its mission is evident through ongoing renovations and upgrades, including a major effort to upgrade the sanctuary and other areas, at a significant cost, demonstrating dedication to maintaining a welcoming and inspiring place of worship; and,

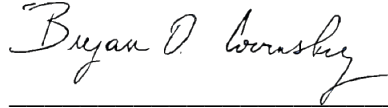
WHEREAS, Metropolitan Missionary Baptist Church continues to embrace its role as a community leader by addressing social ills and advocating against discrimination, oppression, and marginalization, as guided by its interpretation of biblical teachings; and,

WHEREAS, the church's unwavering dedication to its mission and its community reflects a vision for the 21st century and beyond, to be a beacon of love, care, concern, and connection for the City of Kansas City, promoting a collective relationship with God through the teachings of Jesus, the Christ; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the Legislature hereby honors and recognizes Metropolitan Missionary Baptist Church of Kansas City, Missouri, on the occasion of its 128<sup>th</sup> Anniversary Celebration and extends best wishes on all of its future endeavors.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21379 of August 21, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** inviting the Missouri State Auditor to conduct a full comprehensive audit to examine and evaluate the management of Jackson County's fiscal, budgetary, and procurement policies and procedures related to the 2023 property assessment process.

**RESOLUTION NO. 21380**, August 21, 2023

**INTRODUCED BY** Sean Smith, County Legislator

WHEREAS, the 2023 Reassessment has resulted in over 54,000 appeals by taxpayers;  
and,

WHEREAS, the Legislature passed on August 3, 2023, Resolution 21358 requesting payments to Tyler Technology be withheld by the County Executive until such time as the Legislature is satisfied that Tyler has met their performance obligations; and,

WHEREAS, thousands of taxpayers have reported difficulty with the appeal process including phone outages, excessive hold times, website errors and undue complexity;  
and,

WHEREAS, public confidence in the fairness, accuracy, and accessibility of the appeal process and is vital to good governance; and

WHEREAS, on dozens of occasions the Legislature has requested data regarding the assessment and appeal process that the administration has been unable to provide on a timely basis; and



WHEREAS, the Legislature recommends the scope of a selective audit related to the 2023 Reassessment:

- Review of the contracting process associated with vendors and suppliers who provided assistance with the 2023 assessment.
- Analysis of output of the initial 2023 assessment process conducted through a Computerized Assisted Mass Assessment.
- Audit of the project management, testing and associated impact of the 2023 assessment.
- Review, report and recommend improvements in the assessment and appeal processes undertaken by Jackson County in the 2023 assessment.
- Recommendations for improvements in organizations structure, systems and controls for future assessment and appeal needs.

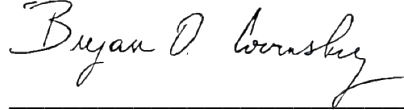
and;

WHEREAS, the Legislature desires the Missouri State Auditor to conduct the audit in as expeditious a manner as possible and to prepare a written report noting findings, recommendations, and conclusions; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby requests that the Missouri State Auditor conduct a review and audit of the County's property tax assessment process in accordance with this Resolution.

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

APPROVED AS TO FORM:



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

### Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21380 of August 21, 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

# Request for Legislative Action

Res. #21380  
Sponsor: Sean E. Smith  
Date: August 21, 2023

## Completed by County Counselor's Office

|                   |               |                           |           |
|-------------------|---------------|---------------------------|-----------|
| Action Requested: | Resolution    | Res.Ord No.:              | 21380     |
| Sponsor(s):       | Sean E. Smith | Legislature Meeting Date: | 8/21/2023 |

## Introduction

**Action Items:** ['Authorize']

**Project/Title:**

A RESOLUTION inviting the Missouri State Auditor to conduct a full audit to examine and evaluate Jackson County's property assessment processes

## Request Summary

WHEREAS, the 2023 Reassessment has resulted in over 54,000 appeals by taxpayers, and,

WHEREAS, the Legislature passed resolution 21358 requesting payments to Tyler Technology be withheld by the County Executive until such time as the Legislature is satisfied that Tyler has met their performance obligations, and,

WHEREAS, thousands of taxpayers have experienced difficulty with the appeal process including phone outages, excessive holdtimes, website errors and undue complexity; and,

WHEREAS, public confidence in the fairness, accuracy and accessibility of the appeal process is vital to good governance; and

WHEREAS, on dozens of occasions the Legislature has requested data regarding the assessment and appeal process that the administration has been unable to provide on a timely basis; and

WHEREAS, the Legislature recommends a state audit related to the 2023 Property Assessments:

- Review of the contracting process associated with vendors and suppliers who provided assistance with the 2023 assessment,
- Analysis of output of the initial 2023 assessment process conducted through a Computerized Assisted Mass Assessment,
- Audit of the project management, testing and associated impact of the 2023 assessment,
- Review, report and recommend improvements in the assessment and appeal processes undertaken by Jackson county in the 2023 assessment,
- Recommendations for improvements in organizations structure, systems and controls for future assessment and appeal needs and,

## Request for Legislative Action

WHEREAS, the Legislature desires the Missouri State Auditor to conduct the audit in as expeditious a manner as possible and to prepare a written report noting findings, recommendations, and conclusions; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby requests that the Missouri State Auditor conduct a review and audit of the County's property tax assessment process in accordance with this Resolution.

### Contact Information

|                    |                      |                        |                            |
|--------------------|----------------------|------------------------|----------------------------|
| <b>Department:</b> | County Legislature   | <b>Submitted Date:</b> | 8/10/2023                  |
| <b>Name:</b>       | Ashley M. Al-Shawish | <b>Email:</b>          | AAI-Shawish@jacksongov.org |
| <b>Title:</b>      | Legislative Aide     | <b>Phone:</b>          | 816-881-3274               |

### Budget Information

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

### 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:                                                                  |    |

## Request for Legislative Action

|                                                          |  |
|----------------------------------------------------------|--|
| Core 4 Tax Clearance Completed:                          |  |
| Certificate of Foreign Corporation Received:             |  |
| Have all required attachments been included in this RLA? |  |

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

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

## Request for Legislative Action

Submitted by County Legislature requestor: Ashley M. Al-Shawish on 8/10/2023. Comments:

Returned for more information by Department Approver Mary Jo Spino on 8/10/2023 11:06:50 AM.  
Comments: mjs - title and typo in summary

Submitted by Requestor Ashley M. Al-Shawish on 8/14/2023 3:39:21 PM. Comments:

Approved by Department Approver Mary Jo Spino on 8/15/2023 11:06:56 AM. Comments: mjs

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/15/2023 12:58:51 PM.  
Comments:

Approved by Compliance Office Approver Ikeela Alford on 8/15/2023 2:17:37 PM. Comments:

Not applicable by Budget Office Approver Mark Lang on 8/15/2023 2:33:38 PM. Comments:

Returned for more information by Executive Office Approver Sylvia Stevenson on 8/16/2023 10:38:09 AM. Comments: Hello, because this is an invitation to the State Auditor to conduct an audit of any sort, the legislation will need to be an ordinance. Please resubmit as an ordinance. Thank you.

Submitted by Requestor Ashley M. Al-Shawish on 8/16/2023 12:04:21 PM. Comments:

Approved by Department Approver Mary Jo Spino on 8/16/2023 12:08:18 PM. Comments: mjs

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/16/2023 12:22:56 PM.  
Comments:

Approved by Compliance Office Approver Ikeela Alford on 8/16/2023 12:29:47 PM. Comments:

Not applicable by Budget Office Approver David B. Moyer on 8/16/2023 12:41:22 PM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 8/16/2023 1:55:21 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 8/17/2023 11:34:23 AM. Comments: