



# COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

CLERK OF THE COUNTY LEGISLATURE

415 East 12th Street  
Kansas City, MO 64106

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

## March 29, 2024 – April 4, 2024

- 3-29-2024 Friday 3:00 P.M. Corrections Academy Graduation –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area
- 4-01-2024 Monday
- 10:30 A.M. NO ANTI-CRIME, BUDGET, DIVERSITY, EQUITY, &  
INCLUSION, HOUSING & HOMELESSNESS, INTER-  
GOVERNMENTAL AFFAIRS, JUSTICE & LAW  
ENFORCEMENT, PUBLIC WORKS, VETERANS, OR 911  
OVERSIGHT COMMITTEE MEETINGS
- 2:00 P.M. Health & Environment Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area
- The Health & Environment Committee will have a public hearing.
- 2:30 P.M. Rules Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area
- The Rules Committee will hold a closed session under section 610.021(17) of the Revised Statutes of Missouri for the purpose of conducting confidential communications and closing all records prepared for discussion at said meeting.
- 2:40 P.M. Finance & Audit Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area
- Land Use Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

3:00 P.M.

LEGISLATIVE MEETING –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

4-02-2024 Tuesday

NO MEETINGS –

4-03-2024 Wednesday

NO MEETINGS –

4-04-2024 Thursday

NO MEETINGS –

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 \$291,598.00 from the undesignated fund balance of the 2024 Grant Fund in acceptance of the 2022 JAG Grant awarded to the Prosecuting Attorney's Office.

**ORDINANCE NO. 5839**, April 1, 2024

**INTRODUCED BY** Megan L. Marshall, County Legislator

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, has awarded to the Prosecuting Attorney's Office a Justice Assistance (JAG) grant in the amount of \$291,598.00, for the period of October 1, 2020, through September 30, 2025; and,

WHEREAS, the County's portion of grant proceeds will be used for the partial funding of salary and benefits for two assistant prosecutors, one data/information analyst, and one diversion program manager/assistant prosecutor; and,

WHEREAS, the Prosecutors Office will provide additional funds in the amount of \$74,449.00 for unfunded portions of salaries and benefits; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer within and appropriation from the undesignated fund balance of the 2024 Grant Fund be and hereby are made:

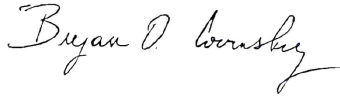
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Prosecuting Attorney			
010-4101	45000 – Increase Revenues	\$291,598	
Non-Specific			
010-9999	32810 –		
	Undesignated Fund Balance		\$291,598
010-9999	32810 –		
	Undesignated Fund Balance	\$291,598	
Prosecuting Attorney			
010-4101	55010 – Regular Salaries		\$214,463
010-4101	55040 – FICA Taxes		\$16,408
010-4101	55050 – Pension Contributions		\$24,708
010-4101	55060 – Insurance Benefits		\$36,019

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 2022 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. 5839 introduced on April 1, 2024, was duly passed on \_\_\_\_\_, 2024 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. 5839.

\_\_\_\_\_  
Date

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


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

ACCOUNT NUMBER: 010 4101 45000  
ACCOUNT TITLE: Grant Fund  
Prosecuting Attorney  
Increase Revenues  
NOT TO EXCEED: \$291,598.00

ACCOUNT NUMBER: 010 9999 32810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$291,598.00

03/28/2024

Date

  
Sylvya Stevenson (Mar 28, 2024 10:54 CDT)

Chief Administrative Officer



# Jackson County, Missouri

## Request for Legislative Action

REQUESTED MEETING DATE: \_\_\_\_\_ SPONSOR: Megan L. Marshall

To be completed by the County Counselor's Office:

NUMBER: 5839 ASSIGNED MEETING DATE: 04-01-24

STAFF CONTACT: Gina Robinson PHONE: 881-3369

EMAIL: grobinson@jacksongov.org

DEPARTMENT: Prosecuting Attorney

TITLE: Ordinance transferring and appropriating funds for the acceptance of the 2022 JAG Grant awarded to Jackson County through the City of Kansas City for use by the Prosecuting Attorney's Office.

**SUMMARY:** The City of Kansas City has been awarded 2022 JAG funds by the Department of Justice for local law enforcement purposes in the amount of \$678,136 of which \$291,598 has been allocated to Jackson County, Missouri. The Prosecutor's Office will use the funding to provide salary/benefits for two assistant prosecutors, one data/information analyst and one diversion program manager/assistant prosecutor. To complete this project, the Prosecutor's Office will provide an additional \$74,449 to pay for the unfunded portions of encumbants.

The City of Kansas City is the designated fiscal agent. Contact person for the City of Kansas City is Heather Buscher, City Hall, 414 East 12th Street, Kansas City, Missouri 64106.

This grant expires 9/30/25.

Please appropriate \$291,598 and transfer \$74,449 from 008-4152-56798 into:

55010	Regular Salaries	\$267,025
55040	FICA Taxes	\$20,427
55050	Pension Contributions	\$30,761
55060	Insurance Benefits	\$47,834

FINANCIAL IMPACT: NO

	Amount	Fund	Department	Line-Item Detail
See JAG22-RLA#1				

ACTION NEEDED:  APPROPRIATE FUNDS  
 TRANSFER FUNDS

ATTACHMENT(S): Award, Agreement, Budget, Prior Ord 5693 (10/31/22)





**JAG22-RLA#1**

**Transferring Fund From:**

<b>Amount:</b>	<b>Fund:</b>	<b>Department:</b>	<b>Line-Item Detail</b>
\$291,598	010 (Grant Fund)	9999(*)	32810 (Undesignated Fund Balance)
\$74,449	008 (Anti-Crime Sales Tax Fund)	4152 (Prosecutor- Criminal Prosecution)	56798 (Grant Match)

**Transferring Fund To:**

<b>Amount:</b>	<b>Fund:</b>	<b>Department:</b>	<b>Line-Item Detail</b>
\$267,025	010 (Grant Fund)	(2022 JAG Grant)	55010 (Regular Salaries)
\$20,427	010 (Grant Fund)	(2022 JAG Grant)	55040 (FICA Taxes)
\$30,761	010 (Grant Fund)	(2022 JAG Grant)	55050 (Pension Contributions)
\$47,834	010 (Grant Fund)	(2022 JAG Grant)	55060 (Insurance Benefits)

**✓ Award Letter**

September 23, 2022

Dear Tammy Queen,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF KANSAS CITY for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is \$678,136.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg  
Deputy Assistant Attorney General

**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the

**GMS APPLICATION NUMBER: C-BJA-2022-00155-PROD**

**INTERLOCAL AGREEMENT  
THE CITY OF KANSAS CITY, MISSOURI,  
THE COUNTY OF JACKSON, MISSOURI,  
THE CITY OF INDEPENDENCE, MISSOURI,  
THE CITY OF GRANDVIEW, MISSOURI AND  
THE CITY OF RAYTOWN, MISSOURI**

**2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD  
Grant Cycle October 1, 2019 – September 30, 2025**

This Agreement is made and entered into this 8/12/22 day of August 2022, by and between the City of Kansas City, Missouri (CITY) and the county of Jackson (COUNTY) and the, Missouri the City of Grandview, Missouri (CITY1) City of Independence (CITY2) and the City of Raytown, Missouri (CITY3) (collectively, "The CITIES").

**WHEREAS**, the U.S. Department of Justice, Office of Justice Programs has collectively allotted \$678,136 to the above-named units of government for the state and local law enforcement related initiatives; and

**WHEREAS**, each governing body agrees that the CITY shall serve as the fiscal agent for the funds; and

**WHEREAS**, each governing body finds that the performance of this AGREEMENT is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party the services of functions under this agreement; and

**WHEREAS**, the CITY agrees to provide the COUNTY \$291,598 from the JAG award to pay salaries and benefits of staff in the Jackson County Prosecutor's Office; and

**WHEREAS**, the CITY agrees to provide CITY1 \$14,559 for the JAG award to purchase law enforcement related equipment for public safety; and

**WHEREAS**, the CITY agrees to provide CITY2 \$61,032 for the JAG award to purchase law enforcement related equipment and new technology for the Crime Scene Unit; and

**WHEREAS**, the CITY agrees to provide CITY3 \$14,199 for the JAG award to purchase Law Enforcement related equipment for public safety; and

**WHEREAS**, the CITY agrees to \$296,747 from the JAG award to Neighborhood Services Department, Health Department and Kansas City Metropolitan Crime Commission; and

**WHEREAS**, the CITY, COUNTY, CITY1, CITY2 and CITY3 believes it to be in their best interest to reallocate JAG funds.

**Section 1**

CITY agrees to pay COUNTY \$291,598 of JAG funds.

**GMS APPLICATION NUMBER: C-BJA-2022-00155-PROD**

COUNTY agrees to use the \$291,598 of JAG funds for salaries and benefits of staff in the Jackson County Prosecutor's Office.

**Section 2**

CITY agrees to pay CITY1 a total of \$14,559 of JAG funds.

CITY1 agrees to use \$14,559 of JAG funds to purchase law enforcement related equipment.

**Section 3**

CITY agrees to pay CITY2 a total of \$61,032 of JAG funds.

CITY2 agrees to use \$61,032 of JAG funds to purchase law enforcement related equipment and new technology for the Crime Scene Unit.

**Section 4**

CITY agrees to pay CITY3 a total of \$14,199 of JAG funds.

CITY3 agrees to use \$14,199 of JAG funds to purchase law enforcement related equipment.

**Section 5**

CITY agrees to receive to receive a total of \$291,598 of JAG funds.

CITY agrees to use the \$291,598 for Neighborhood Services Department, Health Department and Kansas City Metropolitan Crime Commission.

**Section 6**

Nothing in the performance of this Agreement shall impose any liability of claims against all participating CITIES and COUNTY under this Memorandum of Understanding.

**Section 7**

Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by one or more of the other parties.

**Section 8**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this agreement.

**Section 9**


**GMS APPLICATION NUMBER: C-BA-2022-00155-PROD**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**Section 10**

This Agreement is not effective until the City of Kansas City, Missouri is awarded and accepts a grant from the U.S. Department of Justice, Office of Justice Programs and the City. The City will allocate the \$678,136 to the above-named units of government for the state and local law enforcement related initiative in accordance with this Agreement.


**CITY OF KANSAS CITY, MISSOURI:**

DocuSigned by:  
  
By: \_\_\_\_\_  
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Brian Platt, City Manager


Approved as to Form


DocuSigned by:  
  
By: \_\_\_\_\_  
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Assistant City Attorney

**COUNTY OF JACKSON COUNTY, MISSOURI:**


DocuSigned by:  
  
By: \_\_\_\_\_  
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Jean Peters Baker, Jackson County Prosecutor


**CITY OF GRANDVIEW, MISSOURI:**

DocuSigned by:  
  
By: \_\_\_\_\_ kirk D Decker  
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Cemal Irmak, Mayor, City Administrator


DocuSigned by:  
  
By: \_\_\_\_\_  
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Charles Iseman, Chief of Police

**CITY OF INDEPENDENCE, MISSOURI:**

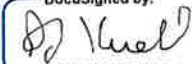
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Zachary C. Walker, City Manager

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Adam Dustman, Interim Chief of Police

**CITY OF RAYTOWN, MISSOURI:**

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Mike McDonough, Mayor

**GMS APPLICATION NUMBER: C-BJA-2022-00155-PROD**

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By: \_\_\_\_\_  
61F2EF730CE3423  
Robert J. Kuel, Chief of Police

2022 JAG

Purpose Area #4

# Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N  
 (DOJ Financial Guide, Section 3.10)

## A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate &amp; amount of time devoted to the project for each name/position.</i>								
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request		
JACKSON COUNTY								\$0		\$0
Jackson County Position	Data and Information Analyst	\$34,003.00	yearly	1	100%	\$34,003		\$34,003		\$34,003
Jackson County Position	Asst Prosecutor/Diversion Manager	\$36,000.00	yearly	1	100%	\$36,000		\$36,000		\$36,000
Jackson County Position	Assistant Prosecutor	\$73,555.88	yearly	1	100%	\$73,556		\$73,556		\$73,556
Jackson County Position	Assistant Prosecutor	\$70,903.88	yearly	1	100%	\$70,904		\$70,904		\$70,904
								\$0		\$0
								\$0		\$0
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								\$0		\$0
								\$0		\$0



Purpose Area #4

Narrative	Total(s)	\$214,463	\$0	\$214,463
<p>JACKSON COUNTY</p> <p>Data &amp; Information Analyst will convert information received through investigations and prosecutions and convert it into useable criminal intelligence, maintain the data management system and updating it to capture all appropriate data points, creating data maps, other searchable databases and provide necessary information to coordinate with other partners to identify potential crime trends (geographical, crime type, person specific), determine internal efficiencies, and provide recommendations on organizational changes that will help focus resources on cases, programs, and policies that will provide the greatest results in reducing violent crime in Jackson County, spending 100% of the time to the project.</p> <p>Assistant Prosecutor/Diversion Manager will be responsible for the day-to-day supervision of cases assigned to the New Start Diversion Program, spending 100% of the time to the project.</p> <p>Assistant Prosecutors will focus on existing and future crime, notably violent crime, reduction efforts within the Jackson County, Prosecutor's Office, spending 100% of the time on the project.</p>				



Purpose Area #4

<b>B. Fringe Benefits</b>		<b>Computation</b>				
<b>Name</b>		<b>Base</b>	<b>Rate</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
<i>List each grant-supported position receiving fringe benefits.</i>						
JACKSON COUNTY				\$0		\$0
Data and Information Analyst - FICA		\$34,000.00	7.65%	\$2,601		\$2,601
Data and Information Analyst - Pension		\$34,000.00	11.52%	\$3,917		\$3,917
Data and Information Analyst - Health Insurance		\$34,000.00	22.27%	\$7,572		\$7,572
				\$0		\$0
Assistant Prosecutor/Diversion Manager - FICA		\$36,000.00	7.65%	\$2,754		\$2,754
Assistant Prosecutor/Diversion Manager - Pension		\$36,000.00	11.52%	\$4,148		\$4,148
Assistant Prosecutor/Diversion Manager - Health Insurance		\$36,000.00	10.54%	\$3,795		\$3,795
				\$0		\$0
Assistant Prosecutor - FICA		\$73,555.88	7.65%	\$5,628		\$5,628
Assistant Prosecutor - Pension		\$73,555.88	11.52%	\$8,474		\$8,474
Assistant Prosecutor - Health Insurance		\$73,555.55	9.79%	\$7,202		\$7,202
				\$0		\$0
Assistant Prosecutor - FICA		\$70,903.88	7.65%	\$5,425		\$5,425
Assistant Prosecutor - Pension		\$70,903.88	11.52%	\$8,169		\$8,169
Assistant Prosecutor - Health Insurance		\$70,903.88	24.61%	\$17,450		\$17,450
				\$0		\$0

Purpose Area #4

					\$0	\$0
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					\$0	\$0

Purpose Area #4

				\$0	\$0
				\$0	\$0
<b>Narrative</b>			<b>Total(s)</b>	<b>\$77,135</b>	<b>\$0</b>
JACKSON COUNTY – FICA 7.65%; Pension 11.52%; Health Insurance = \$631.00 x 12 months (data information analyst) ; \$316.25 x 12 months (assistant prosecutor/diversion manager); \$600.16 x 12 months (assistant prosecutor); \$1,454.16 x 12 months (assistant prosecutor)					
				\$0	\$77,135

Budget Summary

**Budget Summary**

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$214,463	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$214,463
B. Fringe Benefits	\$77,135	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$77,135
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	<b>\$291,598</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$291,598</b>
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Project Costs</b>	<b>\$291,598</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$291,598</b>

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

No

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

**AN ORDINANCE** appropriating \$6,000.00 from the undesignated fund balance of the 2023 Grant Fund in acceptance of grant funds awarded to the Family Court Division by the Family Court Committee of the Supreme Court of Missouri for the Juvenile Justice Program Assistance Grant.

**ORDINANCE NO. 5840**, April 1, 2024

**INTRODUCED BY** Venessa Huskey, County Legislator

WHEREAS, by Ordinance 5772, the Family Court Division was awarded grant funds in the amount of \$18,000.00 by the Family Court Committee of the Supreme Court of Missouri for the Juvenile Justice Program Assistance (JPPA) Grant for the period of July 1, 2023, through June 30, 2024; and,

WHEREAS, an appropriation of an additional \$6,000.00 was awarded to the Family Court Division by the Family Court Committee of the Supreme Court of Missouri to further support services for a juvenile nurse; and,

WHEREAS, the award for the Juvenile Justice Program Assistance Contractual Detention Nurse grant now totals \$24,000.00; and,

WHEREAS, the goal of this program is to provide the Jackson County Family Court Juvenile Detention facility a registered nurse who will provide treatment for youth in secured detention; and,

WHEREAS, the nurse's additional duties will include responding to sick calls, conducting medical charting, providing assistance to the doctor and dentist, and monitoring youth during telepsychology visits; and,

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

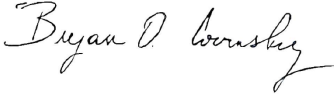
WHEREAS, an appropriation is necessary to place the additional grant funds in the proper spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be made from the undesignated fund balance of the 2024 Grant Fund:

<b><u>DEPARTMENT/DIVISION</u></b>	<b><u>CHARACTER/DESCRIPTION</u></b>	<b><u>FROM</u></b>	<b><u>TO</u></b>
Grant Fund			
Family Court			
010-2101	45300 - Increase Revenue	\$6000	
Non-Specific	32810 -		
010-9999	Undesignated Fund Balance		\$6,000
Non-Specific	32810 -		
010-9999	Undesignated Fund Balance	\$6,000	
010-2101	56790 -		
Family Court	Other Contractual Services		\$6,000

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. 5840 introduced on April 1, 2024, was duly passed on \_\_\_\_\_, 2024 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. 5840.

\_\_\_\_\_  
Date

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



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


ACCOUNT NUMBER: 010 2101 45300  
ACCOUNT TITLE: Grant Fund  
Family Court  
Increase Revenues  
NOT TO EXCEED: \$6,000.00

ACCOUNT NUMBER: 010 23810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$6,000.00

03/28/2024

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Date

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Sylvya Stevenson (Mar 28, 2024 10:54 CDT)

Chief Administrative Officer





# Jackson County, Missouri

## Request for Legislative Action

**REQUESTED MEETING DATE:** \_\_\_\_\_ **SPONSOR:** Venessa Huskey

*To be completed by the County Counselor's Office:*

**NUMBER:** 5840 **ASSIGNED MEETING DATE:** 04/01/2024

**STAFF CONTACT:** Carl Bayless **PHONE:** 816 435 4775

**EMAIL:** carl.bayless@courts.mo.gov

**DEPARTMENT:** Circuit Court

**TITLE:** JPPA- Contractual Detention Nurse

### SUMMARY:

This is a request to appropriate \$6,000 from the 2024 undesignated fund balance in acceptance of additional funds awarded to the Family Court Division by the Family Court Committee of the Supreme Court of Missouri to further support services under the current grant named "JPPA- Contractual Detention Nurse. The additional amount is for \$6,000 makes the total amount awarded for this project \$24,000. The period covered by the grant is July 1, 2023 through June 30, 2024. Please appropriate the \$6,000 into the account listed below:

**FINANCIAL IMPACT:** NO

YES

Amount	Fund	Department	Line-Item Detail
<u>\$ 6,000.00</u>	<u>010</u>	<u>GR100046</u>	<u>56790</u>

**ACTION NEEDED:** APPROPRIATE FUNDS

**ATTACHMENT(S):**

## Supplemental Appropriation Request Jackson County, Missouri

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

Date: March 19, 2024

ORD # 5840

Department / Division	Character/Description	From	To
<b>Grant Fund - 010</b>			
2101 - Family Court	45300 - Increase Revenues	6,000	
9999 - Non Specific	32810 - Undesignated Fund Balance		6,000
9999 - Non Specific	32810 - Undesignated Fund Balance	6,000	
2101 - Family Court	56790 - Other Contractual Services		6,000
<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <b>APPROVED</b>  <i>By Sarah Matthes at 1:31 pm, Mar 19, 2024</i> </div>			
Budgeting		\$ 12,000	\$ 12,000

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

**AN ORDINANCE** appropriating \$726,157.00 from the undesignated fund balance of the 2024 Grant Fund in acceptance of the 2023 JAG Grant awarded to the Prosecuting Attorney's Office.

**ORDINANCE NO. 5841**, April 1, 2024

**INTRODUCED BY** Megan L. Marshall, County Legislator

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, has awarded to the Prosecuting Attorney's Office a Justice Assistance (JAG) grant in the amount of \$726,157.00, for the period October 1, 2022, to September 30, 2026; and,

WHEREAS, the County's portion of grant proceeds will be used for the partial funding of salary and benefits for two assistant prosecutors, one data/information analyst, and one diversion program manager/assistant prosecutor; and,

WHEREAS, another portion of the grant proceeds will be distributed among the City of Kansas City, MO - Neighborhood and Housing Services, and the Cities of Independence, Grandview, Lee's Summit, and Raytown; and,

WHEREAS, the Prosecuting Attorney's Office will provide an additional funds in the amount of \$59,659.00 for unfunded portions of salaries and benefits; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer within and appropriation from the undesignated fund balance of the 2024 Grant Fund be and hereby are made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Prosecuting Attorney			
010-4101	45000 – Increase Revenues	\$726,157	
Non-Specific			
010-9999	32810 –		
	Undesignated Fund Balance		\$726,157
010-9999	32810 –		
	Undesignated Fund Balance	\$726,157	
Prosecuting Attorney			
010-4101	55010 – Regular Salaries		\$234,552
010-4101	55040 – FICA Taxes		\$14,804
010-4101	55050 – Pension Contributions		\$21,285
010-4101	55060 – Insurance Benefits		\$34,359
010-4101	56070 –		
	Intergovernmental Agreements		\$421,157

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. 5841 introduced on April 1, 2024, was duly passed on \_\_\_\_\_, 2024 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. 5841.

\_\_\_\_\_  
Date

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


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

ACCOUNT NUMBER: 010 4101 45000  
ACCOUNT TITLE: Grant Fund  
Prosecuting Attorney  
Increase Revenues  
NOT TO EXCEED: \$726,157.00

ACCOUNT NUMBER: 010 9999 32810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$726,157.00

03/28/2024

Date

  
Sylvia Stevenson (Mar 28, 2024 10:54 CDT)

Chief Administrative Officer



# Jackson County, Missouri

## Request for Legislative Action

**REQUESTED MEETING DATE:** \_\_\_\_\_ **SPONSOR:** Megan L. Marshall

*To be completed by the County Counselor's Office:*

**NUMBER:** 5841 **ASSIGNED MEETING DATE:** 4/1/2024

**STAFF CONTACT:** Gina Robinson **PHONE:** 881-3369

**EMAIL:** grobinson@jacksongov.org

**DEPARTMENT:** Prosecuting Attorney

**TITLE:** Ordinance transferring and appropriating funds for the acceptance of the 2023 JAG Grant awarded to Jackson County by the US Department of Justice.

**SUMMARY:** Ordinance accepting the 2023 JAG Grant Awarded to Jackson County by the Department of Justice. The total award amount is \$726,157. The funds will be distributed between the Jackson County Prosecutor's Office (\$305,000), City of Kansas City - Neighborhood and Housing Services (\$315,838), City of Independence (\$62,360), City of Grandview (\$15,482), City of Lee's Summit (\$10,952) and the City of Raytown (\$16,525). Funding source for the above-named government agencies is allocated below as 56070. The Prosecutor's Office will administer the grant. This grant expires 9/30/26.

The total award amount allocated to Jackson County (\$305,000) will provide partial funding for two assistant prosecutors, one data/information analyst and one diversion program manager/assistant prosecutor. To complete the projects, the Prosecutor's Office will provide an additional \$59,659 to pay for the unfunded portions of encumbants.

Please appropriate \$726,157 and transfer \$59,659 from 008-4152-56798 into:

55010	Regular Salaries	\$267,025
55040	FICA Taxes	\$20,427
55050	Pension Contributions	\$29,373
55060	Insurance Benefits	\$47,834
56070	Intergovernmental Agreements	\$421,157

**FINANCIAL IMPACT:** NO

YES

See JAG23-eRLA#1

Amount	Fund	Department	Line-Item Detail
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**ACTION NEEDED:** APPROPRIATE FUNDS  
TRANSFER FUNDS

**ATTACHMENT(S):** Award, Agreement, Budget, Prior Ord 5693 (10/31/22)

# Supplemental Appropriation Request

## Jackson County, Missouri

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

Date: March 19, 2024

ORD # **5841**

Department / Division	Character/Description	From	To
<b>Grant Fund - 010</b>			
4101 - Prosecuting Attorney	45000 - Increase Revenues	726,157	
9999 - Non Specific	32810 - Undesignated Fund Balance		726,157
9999 - Non Specific	32810 - Undesignated Fund Balance	726,157	
4101 - Prosecuting Attorney	55010 - Regular Salaries		234,552
4101 - Prosecuting Attorney	55040 - FICA Taxes		14,804
4101 - Prosecuting Attorney	55050 - Pension Contributions		21,285
4101 - Prosecuting Attorney	55060 - Insurance Benefits		34,359
4101 - Prosecuting Attorney	56070 - Intergovernmental Agreements		421,157
<div style="border: 1px solid green; padding: 5px; display: inline-block;"> <b>APPROVED</b>  <i>By Sarah Matthes at 2:21 pm, Mar 19, 2024</i> </div>		\$ 1,452,314	\$ 1,452,314

Budgeting



**JAG23-eRLA#1**

**Transferring Fund From:**

<b>Amount:</b>	<b>Fund:</b>	<b>Department:</b>	<b>Line-Item Detail</b>
\$726,157	010 (Grant Fund)	9999(*)	32810 (Undesignated Fund Balance)
\$59,659	008 (Anti-Crime Sales Tax Fund)	4152 (Prosecutor- Criminal Prosecution)	56798 (Grant Match)

**Transferring Fund To:**

<b>Amount:</b>	<b>Fund:</b>	<b>Department:</b>	<b>Line-Item Detail</b>
\$267,025	010 (Grant Fund)	(2023 JAG Grant)	55010 (Regular Salaries)
\$20,427	010 (Grant Fund)	(2023 JAG Grant)	55040 (FICA Taxes)
\$29,373	010 (Grant Fund)	(2023 JAG Grant)	55050 (Pension Contributions)
\$47,834	010 (Grant Fund)	(2023 JAG Grant)	55060 (Insurance Benefits)
\$421,157	010 (Grant Fund)	(2023 JAG Grant)	56070 (Intergovernmental Agreements)



# Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>	JACKSON COUNTY GOVERNMENT 415 E 12TH ST
<b>City, State and Zip:</b>	KANSAS CITY, MO 64106
<b>Recipient UEI:</b>	FFLFQA71R3K9
<b>Project Title:</b> Greater Kansas City Crime Prevention Initiatives	<b>Award Number:</b> 15PBJA-23-GG-03555-JAGX
<b>Solicitation Title:</b> BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
<b>Federal Award Amount:</b> \$726,157.00	<b>Federal Award Date:</b> 9/22/23
<b>Awarding Agency:</b>	Office of Justice Programs Bureau of Justice Assistance
<b>Funding Instrument Type:</b>	Grant
<b>Opportunity Category:</b> D <b>Assistance Listing:</b> 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
<b>Project Period Start Date:</b> 10/1/22	<b>Project Period End Date:</b> 9/30/26
<b>Budget Period Start Date:</b> 10/1/22	<b>Budget Period End Date:</b> 9/30/26
<b>Project Description:</b> The disparate jurisdictions of the cities of Independence, Grandview, Lee's Summit, and Raytown will use JAG funds to purchase law enforcement equipment to enhance and improve public and officer safety. Jackson County will use JAG funds to support staff as a part of a community-based violence intervention initiative. City of Kansas City will use JAG funds to support staff and will purchase dumpsters to deter illegally dumping as a part of a community-based violence intervention initiative.	

## Award Letter

September 22, 2023

Dear Gina Robinson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by JACKSON COUNTY GOVERNMENT for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$726,157.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg  
Deputy Assistant Attorney General  
**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

## **Memorandum Regarding NEPA**

### **NEPA Letter Type**

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

### **NEPA Letter**

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

?

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 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;
- 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; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

### **NEPA Coordinator**

**First Name**

Orbin

**Middle Name****Last Name**

Terry

**Award Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Recipient Information****Recipient Name**

JACKSON COUNTY GOVERNMENT

**UEI**

FFLFQA71R3K9

**Street 1**

415 E 12TH ST

**Street 2****City**

KANSAS CITY

**State/U.S. Territory**

Missouri

**Zip/Postal Code**

64106

**Country**

United States

**County/Parish****Province****Award Details****Federal Award Date**

9/22/23

**Award Type**

Initial

**Award Number**

15PBJA-23-GG-03555-JAGX

**Supplement Number**

00

**Federal Award Amount**

\$726,157.00

**Funding Instrument Type**

Grant

**Assistance Listing  
Number****Assistance Listings Program Title**

16.738

Edward Byrne Memorial Justice Assistance Grant Program

**Statutory Authority**

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[X]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Solicitation Title**

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

**Awarding Agency**

OJP

**Program Office**

BJA

**Application Number**

GRANT13952643

**Grant Manager Name**

Tammy Lovill

**Phone Number**

[202-598-6565](tel:202-598-6565)

**E-mail Address**

Tammy.L.Lovill@usdoj.gov

**Project Title**

Greater Kansas City Crime Prevention Initiatives

**Performance Period Start****Date**

10/01/2022

**Performance Period End Date**

09/30/2026

**Budget Period Start Date**

10/01/2022

**Budget Period End Date**

09/30/2026

**Project Description**

The disparate jurisdictions of the cities of Independence, Grandview, Lee's Summit, and Raytown will use JAG funds to purchase law enforcement equipment to enhance and improve public and officer safety. Jackson County will use JAG funds to support staff as a part of a community-based violence intervention initiative. City of Kansas City will use JAG funds to support staff and will purchase dumpsters to deter illegally dumping as a part of a community-based violence intervention initiative.

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Financial Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at

any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

## 5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious



practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

## 10

### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

## 11

### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## 12

### Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an

equal employment opportunity program.

## 13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm

employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [VerifyEmployerAgent@dhs.gov](mailto:VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 15

### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

## 16

### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, 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 web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 17

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 18

### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator

enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

## 19

### Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor 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 or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, 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 nondisclosure of classified information.

1. In accepting this award, the recipient--

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

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute 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 federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute 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 to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 20

## Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

### 21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

### 22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

### 23

Encouragement of policies to ban text messaging while driving

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

### 24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

### 25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards 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 provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## 29

## Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### 30

#### Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, 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. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### 31

#### Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

### 32

#### Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

### 33

## Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

## 34

### Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

## 35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

## 36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

## 37

### Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.



## 38

### Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must 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 award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient 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 award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award 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 a 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;
- 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; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

## 39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

## 40

### Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

## 41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

## 42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

## 43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

## 44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

## 45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court

dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

## 46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

## 47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

## 48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

## 49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making

such expenditures essential to the maintenance of public safety and good order.

## 50

### FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 51

### Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

## 52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

## 53

### Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

## 54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

## 55

### Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial

Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

## 56

### Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

## 57

### Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must 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. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

## 58

### Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

## 59

### Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

## 60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

## 61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

## 62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and

responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

### 63

#### Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

### 64

#### Withholding of Funds for Body Armor Certification

The recipient may not expend or draw down any award funds until the recipient submits, and OJP has reviewed, the required certification regarding body armor, and an Award Condition Modification has been issued to remove this condition.

### 65

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## **Award Acceptance**

### **Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and

(2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval**

<b>Title of Approving Official</b> Deputy Assistant Attorney General	<b>Name of Approving Official</b> Maureen Henneberg	<b>Signed Date And Time</b> 9/19/23 8:30 PM
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**Authorized Representative**

Declaration and Certification

**Entity Acceptance**

**Title of Authorized Entity Official**  
Chief of Operations

**Name of Authorized Entity Official**  
Gina Robinson

**Signed Date And Time**  
1/16/2024 1:27 PM



**GMS APPLICATION NUMBER: 13952643**

**INTERLOCAL AGREEMENT  
BETWEEN THE COUNTY OF JACKSON, MISSOURI AND  
THE CITY OF KANSAS CITY, MISSOURI  
THE CITY OF INDEPENDENCE, MISSOURI  
THE CITY OF GRANDVIEW, MISSOURI  
THE CITY OF LEE'S SUMMIT, MISSOURI  
THE CITY OF RAYTOWN, MISSOURI**

**2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD  
Grant Cycle October 1, 2022-September 30, 2026**

This Agreement is made and entered into this 1<sup>st</sup> day of August 2023, by and between the COUNTY of Jackson (COUNTY), the CITY of Kansas City, Missouri (CITY1), and the CITY of Independence (CITY2), and the CITY of Grandview (CITY3), and the CITY of Lee's Summit (CITY 4), and the CITY of Raytown (CITY5).

WHEREAS, the U.S. Department of Justice, Office of Justice Programs has collectively allotted \$726,157 to the above-named units of government for state and local law enforcement related initiatives; and

WHEREAS, each governing body agrees that the COUNTY of Jackson shall serve as the fiscal agent for the funds; and

WHEREAS, each governing body finds that the performance of this AGREEMENT is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services of functions under this agreement; and

WHEREAS, the COUNTY of Jackson agrees to provide CITY1 \$315,838 from the JAG award for Neighborhoods and Housing Services; and

WHEREAS, the COUNTY of Jackson agrees to provide CITY2 \$62,360 from the JAG award to purchase to purchase Law Enforcement related equipment for public and officer safety, and

WHEREAS, the COUNTY of Jackson agrees to provide the CITY3 \$15,482 from the JAG award to purchase Law Enforcement related equipment for public and officer safety; and

WHEREAS, the COUNTY of Jackson agrees to provide the CITY4 \$10,952 from the JAG award to purchase Law Enforcement related equipment for public and officer safety; and

WHEREAS, the COUNTY of Jackson agrees to provide the CITY5 \$16,525 from the JAG award to purchase Law Enforcement related equipment for public and officer safety; and

WHEREAS, the COUNTY of Jackson agrees to \$305,000 from the JAG award for salaries and benefits of staff in the Jackson County Prosecutor's Office; and

WHEREAS, the COUNTY of Jackson, CITY1, CITY2, CITY3, CITY4 and CITY5 believes it to be in their best interests to reallocate JAG funds.

**Section 1.**

COUNTY of JACKSON agrees to pay CITY1 \$315,838 of JAG funds.

CITY1 agrees to use the \$315,838 for Neighborhoods and Housing Services.



**GMS APPLICATION NUMBER: 13952643**

**Section 2.**

COUNTY of JACKSON agrees to pay CITY2 a total of \$62,360 of JAG funds.

CITY2 agrees to use \$62,360 to purchase Law Enforcement Equipment.

**Section 3.**

COUNTY of JACKSON agrees to pay CITY3 a total of \$15,482 of JAG funds.

CITY3 agrees to use \$15,482 to purchase Law Enforcement Equipment.

**Section 4.**

COUNTY of JACKSON agrees to pay CITY4 a total of \$10,952 of JAG funds.

CITY4 agrees to use \$10,952 to purchase Law Enforcement Equipment.

**Section 5.**

COUNTY of JACKSON agrees to pay CITY5 a total of \$16,525 of JAG funds.

CITY5 agrees to use \$16,525 to purchase Law Enforcement Equipment.

**Section 6.**

COUNTY of JACKSON agrees to receive a total of \$305,000 of JAG funds.

COUNTY of JACKSON agrees to use the \$305,000 for salaries and benefits of staff in the Jackson County Prosecutor's Office.

**Section 7.**

Nothing in the performance of this Agreement shall impose any liability for claims against all participating CITIES under this Memorandum of Understanding.

**Section 8.**

Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY.

**Section 9.**

Each party to this agreement shall be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by one or more of the other parties.

**Section 10.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this agreement.

**Section 11.**

By entering into this Agreement, the parties do not intend to create any obligations express or implies other

**GMS APPLICATION NUMBER: 13952643**

than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**COUNTY OF JACKSON COUNTY, MISSOURI**

By: Jean Peters Baker  
Jean Peters Baker  
Jackson County Prosecutor

**CITY OF KANSAS CITY, MISSOURI**

By: [Signature]  
Brian Platt  
City Manager

**CITY OF INDEPENDENCE, MISSOURI**

By: [Signature]  
Adam Dustman  
Chief, Independence Police Department

By: [Signature]  
Zachary Walker  
City Manager

**CITY OF GRANDVIEW, MISSOURI**

By: Cemal Gungor  
Cemal Umut Gungor  
City Manager

**CITY OF LEE'S SUMMIT, MISSOURI**

By: [Signature]  
Travis Forbes  
Chief, Lee's Summit Police Department

By: [Signature]  
William A. Baird  
Mayor

**CITY OF RAYTOWN, MISSOURI**

By: [Signature]  
Michael McDonough  
Mayor

By: [Signature]  
Damon Hodges  
City Administrator

By: [Signature]  
Robert Kuehl  
Chief, Raytown Police Department

2023 JA6

Purpose Area #4

# Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

No

(DOJ Financial Guide, Section 3.10)

## A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate &amp; amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
JACKSON COUNTY						\$0		\$0
Jackson County Position	Data & Information Analyst	\$40,000.00	yearly	1	100%	\$40,000		\$40,000
Jackson County Position	Asst Prosecutor/Diversion Manager	\$41,052.00	yearly	1	100%	\$41,052		\$41,052
Jackson County Position	Assistant Prosecutor	\$78,500.00	yearly	1	100%	\$78,500		\$78,500
Jackson County Position	Assistant Prosecutor	\$75,000.00	yearly	1	100%	\$75,000		\$75,000
						\$0		\$0
						\$0		\$0
						\$0		\$0
						\$0		\$0
						\$0		\$0
						\$0		\$0
					<b>Total(s)</b>	<b>\$234,552</b>	<b>\$0</b>	<b>\$234,552</b>
<b>Narrative</b>								

JACKSON COUNTY

Data & Information Analyst will convert information received through investigations and prosecutions and convert it into useable criminal intelligence, maintain the basis data management system and updating it to capture all appropriate data points, creating data maps, other searchable databases and provide necessary information to coordinate with other partners to identify potential crime trends (geographical, crime type, person specific), determine internal efficiencies, and provide recommendations on organizational changes that will help focus resources on cases, programs, and policies that will provide the greatest results in reducing violent crime in Jackson County, spending 100% of this time to the project.

Assistant Prosecutor/Diversion Manager will be responsible for the day-to-day supervision of cases assigned to the New Start Diversion Program, spending 100% of this time to the project.

Assistant Prosecutors will focus on existing and future crime, notably violent crime, reduction efforts within the Jackson County, Prosecutor's Office, spending 100% of this time on the project.

<b>B. Fringe Benefits</b>		<b>Computation</b>				
<b>Name</b>		<i>Show the basis for computation.</i>				
<i>List each grant-supported position receiving fringe benefits.</i>		<b>Base</b>	<b>Rate</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
JACKSON COUNTY				\$0		\$0
Data & Information Analyst - FICA		\$40,000.00	7.65%	\$3,060		\$3,060
Data & Information Analyst - Pension		\$40,000.00	11.00%	\$4,400		\$4,400
Data & Information Analyst - Health Insurance		\$40,000.00	22.11%	\$8,842		\$8,842
				\$0		\$0
Assistant Prosecutor - FICA		\$78,500.00	7.65%	\$6,006		\$6,006
Assistant Prosecutor - Pension		\$78,500.00	11.00%	\$8,635		\$8,635
Assistant Prosecutor - Health Insurance		\$78,500.00	23.39%	\$18,362		\$18,362
				\$0		\$0
Assistant Prosecutor - FICA		\$75,000.00	7.65%	\$5,738		\$5,738
Assistant Prosecutor - Pension		\$75,000.00	11.00%	\$8,250		\$8,250
Assistant Prosecutor - Health Insurance		\$75,000.00	9.54%	\$7,155		\$7,155
				\$0		\$0
				\$0		\$0
				\$0		\$0
				\$0		\$0
				\$0		\$0
				\$0		\$0
				\$0		\$0

Purpose Area #4

<b>Narrative</b>	<b>Total(s)</b>	<b>\$70,448</b>	<b>\$0</b>	<b>\$70,448</b>
<p>JACKSON COUNTY – FICA = 7.65%; Pension = 11%; Health Insurance = \$368.42 x 24 pay periods (data information analyst); \$765.08 x 24 pay periods (assistant prosecutor); \$298.13 x 24 months (assistant prosecutor)</p>				

<b>G. Subawards (Subgrants)</b>						
<b>Description</b>	<b>Purpose</b>	<b>Consultant?</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>	
<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>				
City of Kansas City	Disparate Grouping for Local JAG Allocation	No	\$315,838		\$315,838	
City of Independence	Disparate Grouping for Local JAG Allocation	No	\$62,360		\$62,360	
City of Grandview	Disparate Grouping for Local JAG Allocation	No	\$15,482		\$15,482	
City of Lee's Summit	Disparate Grouping for Local JAG Allocation	No	\$10,952		\$10,952	
City of Raytown	Disparate Grouping for Local JAG Allocation	No	\$16,525		\$16,525	
			<b>Total(s)</b>	<b>\$0</b>	<b>\$421,157</b>	<b>\$421,157</b>
<b>Consultant Travel (if necessary)</b>						
<b>Purpose of Travel</b>	<b>Location</b>	<b>Type of Expense</b>	<b>Computation</b>			
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Cost</i>	<i>Duration or Distance</i>	<i># of Staff</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>
			\$0			\$0
			<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Narrative</b>						

Purpose Area #4

CITY OF KANSAS CITY \$315,838  
 Senior Administrative Assistant/JAG Coordinator (\$16,147) This position is responsible for creating, planning, implementing, and evaluating a Community Clean-up Program in high crime rate neighborhoods. This position is designed to work with the Office of Citizen Engagement and community neighborhood associations to deter littering and other illegal activities. The program will provide dumpsters for Neighborhood Clean-Ups that are associated with crimes in the area. This position will also oversee the sub-grants that are awarded and ensure that their programs and expenditures are allowable under the grant guidelines. By reviewing performance reporting and reimbursement requests.  
 Client Advocate Supervisor (\$77,784) This position will coordinate with KC NoVA partners to reduce the incidence of violent crime and disorder in the Greater Kansas City, Missouri area through the use of "focused deterrence" approach.  
 Client Advocate (\$51,730) This position will provide victims and those at risk of being targeted by violence access/assistance to social services, safety planning and on-going support in coping with the impact of the victimization.  
 Kansas City Crime Commission (\$150,000)  
 The Second Chance Program Director leads and guides the Second Chance program and fulfills the goals and objectives and accomplishes performance measures. The Second Chance

**H. Procurement Contracts**

Description	Purpose	Consultant?	Total Cost	Non-Federal Contribution	Federal Request
Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote fee and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).	Describe the purpose of the contract	Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.			
			<b>Total(s)</b>	<b>\$0</b>	<b>\$0</b>

**Consultant Travel (if necessary)**

Purpose of Travel	Location	Type of Expense	Computation		
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Hotel, airfare, per diem	Cost	# of Staff	Total Cost
			\$0	0	\$0
			<b>Total</b>	<b>\$0</b>	<b>\$0</b>

**Narrative**



**2023 JAG Grant**

**G. Subawards - \$421,157**

**CITY OF KANSAS CITY \$315,838**

**Neighborhood Services Department \$36,324**

**Personnel (\$16,147)**

Senior Administrative Assistant/JAG Coordinator - This position is responsible for creating, planning, implementing, and evaluating a Community Clean-up Program in high crime rate neighborhoods. This position is designed to work with the Office of Citizen Engagement and community neighborhood associations to deter littering and other illegal activities. The program will provide dumpsters for Neighborhood Clean-Ups that are associated with crimes in the area. This position will also oversee the sub-grants that are awarded and ensure that their programs and expenditures are allowable under the grant guidelines. By reviewing performance reporting and reimbursement requests.

#	Description	Cost
1	Senior Admin/JAG Coordinator	\$16,147
	Salary - \$11,298	
	FICA - \$865	
	Pension - \$1,408	
	Insurance - \$2, 576	
	FICA = 7.65%; Pension = 12.24%; Health Insurance = \$214.67 x 12 months	

**Total Estimated Expenditure \$16,147**

**Dumpsters (\$20,177)**

The City of Kansas City, Missouri spends three to four million dollars a year cleaning up garbage and bulk items illegally dumped at the curb and the right of way by landlords when they evict a resident or when resident voluntarily vacates the unit. Neighborhood Services Department will host Community Outreach Clean-up Events.

#	Description	Cost
45	Dumpsters	\$20,177

**Total Estimated Expenditure \$20,177**

**Health Department \$129,514**

The Kansas City, Missouri Health Department participates in the Kansas City No Violence Alliance (KC NoVA), a multi-agency partnership between local law enforcement, public sector, research, and community development organizations dedicated to reducing the incidence of violent crime and disorder in the Greater Kansas City, Missouri area through the use of "focused deterrence" approach. The case workers collaborate closely with law enforcement project leadership, Missouri Probation and Parole, Jackson County Prosecutor's Office and community direct service organizations and agencies to reduce recidivism.

**Personnel (\$129,514)**

Client Advocate Supervisor - This position will coordinate with KC NoVA partners to reduce the incidence of violent crime and disorder in the Greater Kansas City, Missouri area through the use of "focused deterrence" approach.

Client Advocate - This position will provide victims and those at risk of being targeted by violence access/assistance to social services, safety planning and ongoing support in coping with the impact of the victimization.

#	Description	Cost
1	Client Advocate Supervisor	\$77,784
	Salary - \$63,342	
	Insurance - \$14,442	
	Health Insurance = \$1,203.50 x 12 months	
1	Client Advocate	\$51,730
	Salary - \$51,730	
	<b>Total Estimated Expenditure</b>	<b>\$129,514</b>

**Kansas City Crime Commission \$150,000**

The Second Chance Program Director leads and guides the Second Chance program and fulfills the goals and objectives and accomplishes performance measures. The Second Chance Program serves a minimum of 150 to 200 "high to medium risk" individuals (all on probation/ parole) in intensive programming, training, and case management, monitored through monthly reports. Second Chance works with the business community, local law enforcement, Missouri Probation & Parole, US Probation Services and other agencies and organizations needed to help create a safe environment for all Kansas City residents per the Crime Commission mission statement. Lastly, Second Chance serves 500 offenders with information, referral, and connections to resources through meetings in the community and at jails/prisons. This information is reported to and tracked by the Second Chance Program Director.

The Adopt-A-Street Coordinator administers, reviews, and evaluates the Adopt-A-Street Program which is a partnership between the City and its merchants and residents. Volunteer groups or individuals agree to adopt an area and take responsibility for keeping the street, sidewalk, and storm drain clean. In return, the city provides free street cleaning supplies, and litter and compostable leaf bag pickup and signage. Reporting and monitoring of the graffiti program occurs six months out of the year and involves monitoring the program and reporting outcomes.

#	Description	Cost
1	Second Chance Program Director <i>salary/fringe benefits</i>	\$79,000
1	Adopt A Street Coordinator <i>salary/fringe benefits</i>	\$54,600
1	Miscellaneous Supplies <i>Signs, installation hardware, trash bags, vests, litter pickers, buckets, first aid supplies, gloves, road cones</i>	\$7,400
1	Vice President/Program Coordinator Salary <i>(6% of \$150,000)</i>	9,000
<b>Total Estimated Expenditure</b>		<b>\$150,000</b>

**CITY OF INDEPENDENCE \$62,360**

Independence will purchase ruggedized Toughbook mobile computers, docks, power supplies, analyst notebook software and printer to expand current research, community engagement and training capabilities as well as a drug terminator incinerator to dispose of confiscated drugs in a safe and efficient manner.

#	Description	Cost
6	FZ-55FZ4XAM Ruggedized Mobile Computer	\$24,810
6	FZ-VEB551U Desktop	\$2,460
6	551U Desktop	\$450
1	Drug Terminator Incinerator	\$6,010
1	I2 Analyst Notebook software	\$23,635
1	HP DesignJet T1700-44 Postrict Printer	\$4,995
	<b>Total Estimated Expenditure</b>	<b>\$62,360</b>

**CITY OF GRANDVIEW \$15,482**

Grandview will purchase tactical mounted lights to replace equipment that is no longer compatible and fitness equipment to replace aging and outed dated equipment to improve public and officer safety.

#	Description	Cost
45	Weapon Mounted Tactical Lights	\$5,500
1	Treadmill	\$5,000
1	Stationary Bike	\$1,000
1	Vertical Climber	\$3,982
	<b>Total Estimated Expenditure</b>	<b>\$15,482</b>

**CITY OF LEE'S SUMMIT \$10,952**

Lee's Summit will purchase a barrier system to provide privacy to criminal investigators working at crime scenes to quickly establish and collect evidence and a portable x-ray machine for the LDPD Bomb Squad technicians to safely investigate, identify and render safe suspicious packages, etc...

#	Description	Cost
1	SRN Barrier System	\$2,693
1	XRS-MD portable x-ray machine	\$8,259
	<b>Total Estimated Expenditure</b>	<b>\$10,952</b>

**CITY OF RAYTOWN \$16,525**

Raytown will purchase stand-alone ballistic plates to provide officers rifle rated protection at the outset of a critical incident.

#	Description	Cost
485	American Blast Systems Level III Ballistic Plates	\$16,525
	<b>Total Estimated Expenditure</b>	<b>\$16,525</b>

Budget Summary

**Budget Summary**

*Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.*

Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$234,552	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$234,552
B. Fringe Benefits	\$70,448	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,448
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$421,157	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$421,157
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	\$726,157	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$726,157
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Project Costs</b>	\$726,157	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$726,157

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

No

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

**A RESOLUTION** awarding a contract for annual software maintenance for use by the Sheriff's Office and Department of Corrections to Lexipol, LLC, of Frisco, TX, at an actual cost to the County in the amount of \$54,544.00, as a sole source purchase.

**RESOLUTION NO. 21593**, April 1, 2024

**INTRODUCED BY** Venessa Huskey, County Legislator

WHEREAS, the Sheriff's Office and Department of Corrections have a continuing need for Lexipol customizable software to manage, track, and update their policies, procedures, and training; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing and the Sheriff recommend the award of a contract for annual maintenance of this software to Lexipol, LLC, of Frisco, TX, at an actual cost to the County in the actual amount of \$54,544.00, as a sole source purchase; and,

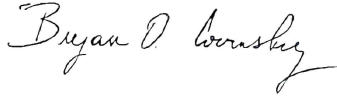
WHEREAS, award as a sole source is recommended because the software is of a proprietary nature and the needed maintenance can only be provided by Lexipol, the vendor that developed the software; now therefore,

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 the Sheriff, and that the Director 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 be and hereby is authorized to make all payments, including final payment on the contract.

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

APPROVED AS TO FORM:



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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21593 of April 1, 2024, was duly passed on \_\_\_\_\_, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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




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

ACCOUNT NUMBER: 001 2701 56663  
ACCOUNT TITLE: General Fund  
Corrections  
Software As A Service  
NOT TO EXCEED: \$30,909.00

ACCOUNT NUMBER: 001 4201 56663  
ACCOUNT TITLE: General Fund  
Sheriff's Office  
Software As A Service  
NOT TO EXCEED: \$23,635.00

03/28/2024

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sylva Stevenson (Mar 28, 2024 10:54 CDT)

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



# Jackson County, Missouri

## Request for Legislative Action

**REQUESTED MEETING DATE:** \_\_\_\_\_ **SPONSOR:** Venessa Huskey

*To be completed by the County Counselor's Office:*

**NUMBER:** 21593 **ASSIGNED MEETING DATE:** 04/01/2024

**STAFF CONTACT:** Beth Money **PHONE:** 816-541-8017 ext. 72259

**EMAIL:** emoney@jacksongov.org

**DEPARTMENT:** Sheriff's Office

**TITLE:** Authorizing the purchase of an annual software subscription service from Lexipol, LLC, of Frisco, Texas, in the amount of \$54,544.

**SUMMARY:**

The annual Lexipol, LLC, policy management software subscription needs to be renewed for the contract term 2/1/2024 to 1/31/2025 at an actual cost to the County in the amount of \$54,544. Note: The GrantFinder subscription term is 1/23/2024 to 1/22/2025. Lexipol, LLC, is considered a Sole Source vendor as they are the original developer and owner of the software service used by the Sheriff's Office and Department of Corrections for Law Enforcement and Corrections Policy Manuals and Daily Training Bulletins.

The renewal is necessary to continue our use of this valuable resource. We are requesting authorization to purchase the subscription renewal pursuant to Section 1030.1 Sole Source of Chapter 10 of the Jackson County Code.

The invoices will be paid from the following line items:

- Invoice INVLEX1231020 \$30,909 001-2701-56663 General Fund – Corrections – Software as a Service.
- Invoice INVLEX1231023 \$22,140 001-4201-56663 General Fund - Sheriff's Office – Software as a Service.
- Invoice INVPR1233307 \$1,495 001-4201-56663 General Fund – Sheriff's Office – Software as a Service.

**FINANCIAL IMPACT:** NO

YES

Amount	Fund	Department	Line-Item Detail
_____	<u>001</u>	<u>Multiple - S</u>	_____

**ACTION NEEDED:** AUTHORIZE

**ATTACHMENT(S):**





# Office of the JACKSON COUNTY SHERIFF

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Sheriff Darryl Forté

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## INTER-OFFICE MEMO

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**To:** Purchasing Department  
**From:** Sgt. Jeffery Carpenter #10  
**Re:** Lexipol, LLC, Sole Source Provider  
**Date:** February 20, 2024

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This memorandum is to request Sole Source designation for Lexipol, LLC, for the Law Enforcement and Corrections Policy Manuals and Daily Training Bulletins software service utilized by the Sheriff's Office and Department of Corrections. The renewal of this service is necessary to continue our use of this valuable resource.

Lexipol, LLC, furnishes state-specific policy management software that is a customizable package to manage, track and update our policies, procedures, and trainings. The service is designed to guide our agency in providing up to date, legally defensible policy and training content to our personnel. The software purchase was approved by Resolution 20587 on December 14, 2020 and has been in use by the Sheriff's Office and Department of Corrections since early 2021.



# Invoice

#INVLEX1231020

1/1/2024

**Bill To**

Jackson County Sheriff's Office (MO)  
4001 NE Lakewood Ct  
Lees Summit MO 64064  
United States

**End User**

Jackson County Sheriff's Office (MO)

Terms	Due Date	PO #	Contract Term
Net 30	1/31/2024		2/1/2024 to 1/31/2025

Description	Qty	Rate	Amount
Annual Corrections Supplemental Manual(s)	1	\$2,953.71	\$2,953.71
Annual Corrections Policy Manual & Daily Training Bulletins	1	\$27,955.17	\$27,955.17

Your invoice includes a 20 % discount.

<b>Subtotal</b>	\$30,908.88
<b>Tax Total (%)</b>	\$0.00
<b>Invoice Total</b>	\$30,908.88
<b>Amount Paid</b>	\$0.00
<b>Amount Due</b>	\$30,908.88

[Click here to submit your accounting inquiry](#)

Lexipol now has an easier way for you to view/pay your invoices. Please set up/login to your account today at LEXIPOL CUSTOMER PORTAL If you have difficulty logging in, please click on the reset password link, reset your password, and attempt logging in again.

Please Make Checks Payable to:  
Lexipol, LLC  
2611 Internet Blvd, Suite 100  
Frisco, Tx 75034-9085



# Invoice

#INVLEX1231023

1/1/2024

**Bill To**

Jackson County Sheriff's Office (MO)  
4001 NE Lakewood Ct  
Lees Summit MO 64064  
United States

**End User**

Jackson County Sheriff's Office (MO)

Terms	Due Date	PO #	Contract Term
Net 30	1/31/2024		2/1/2024 to 1/31/2025

Description	Qty	Rate	Amount
Annual Law Enforcement Policy Manual & Daily Training Bulletins	1	\$20,470.17	\$20,470.17
Annual Law Enforcement Supplemental Manual(s)	1	\$1,669.12	\$1,669.12

Your invoice includes a 20 % discount.

<b>Subtotal</b>	\$22,139.29
<b>Tax Total (%)</b>	\$0.00
<b>Invoice Total</b>	\$22,139.29
<b>Amount Paid</b>	\$0.00
<b>Amount Due</b>	\$22,139.29

[Click here to submit your accounting inquiry](#)

Lexipol now has an easier way for you to view/pay your invoices. Please set up/login to your account today at LEXIPOL CUSTOMER PORTAL If you have difficulty logging in, please click on the reset password link, reset your password, and attempt logging in again.

Please Make Checks Payable to:  
Lexipol, LLC  
2611 Internet Blvd, Suite 100  
Frisco, Tx 75034-9085



# Invoice

#INVPRA1233307

1/31/2024

**Bill To**

Jackson County Sheriff's Office (MO)  
4001 NE Lakewood Ct  
Lees Summit MO 64064  
United States

**End User**

Jackson County Sheriff's Office (MO)

Terms	Due Date	PO #	Contract Term
Net 30	3/1/2024		1/23/2024 to 1/22/2025

Description	Qty	Rate	Amount
GrantFinder User Subscription	1	\$1,495.00	\$1,495.00

<b>Subtotal</b>	\$1,495.00
<b>Tax Total (%)</b>	\$0.00
<b>Invoice Total</b>	\$1,495.00
<b>Amount Paid</b>	\$0.00
<b>Amount Due</b>	\$1,495.00

[Click here to submit your accounting inquiry](#)

Lexipol now has an easier way for you to view/pay your invoices. Please set up/login to your account today at LEXIPOL CUSTOMER PORTAL. If you have difficulty logging in, please click on the reset password link, reset your password, and attempt logging in again.

Please Make Checks Payable to:  
Lexipol, LLC  
2611 Internet Blvd, Suite 100  
Frisco, Tx 75034-9085

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** authorizing a three-month extension to a term and supply contract for the furnishing of commercial tires, tubes, and related services for use by various County departments to Goodyear Tire & Rubber Company of Akron, OH, under the terms and conditions of State of Missouri Contract No. CC191557003, an existing government contract.

**RESOLUTION NO. 21594**, April 1, 2024

**INTRODUCED BY** Megan L. Marshall, County Legislator

WHEREAS, by Resolution 20156, adopted May 13, 2019, the Legislature awarded a twenty-four-month term and supply contract with three twelve-month options to extend for the furnishing of commercial tires, tubes, and related services for use by various County departments to Goodyear Tire & Rubber Company of Akron, OH, under the terms and conditions of State of Missouri Contract No. CC191557003, an existing government contract; and,

WHEREAS, various County departments have a continuing need for commercial tires, tubes, and related services; and,

WHEREAS, the original expiration date of State of Missouri Contract No. CC191557003 was March 31, 2024, and it was extended by the State of Missouri for an additional three months to June 30, 2024; and,



WHEREAS, the Director of Finance and Purchasing recommends the approval of a three-month extension of the County's contract with this vendor to allow the various County departments to continue purchasing commercial tires, tubes, and related services as needed and to coincide with the new expiration date of State of Missouri Contract No. CC191557003; and,

WHEREAS, the Director of Finance and Purchasing recommends this extension under section 1030.4, Jackson County Code, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

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

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

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using 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:

*Bryan O Wansky*

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21594 of April 1, 2024, was duly passed on \_\_\_\_\_, 2024 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 an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

03/28/2024

\_\_\_\_\_  
Date

*Sylvia Stevenson*  
\_\_\_\_\_  
Sylvia Stevenson (Mar 28, 2024 10:54 CDT)

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



# Jackson County, Missouri

## Request for Legislative Action

**REQUESTED MEETING DATE:** \_\_\_\_\_ **SPONSOR:** Megan L. Marshall

*To be completed by the County Counselor's Office:*

**NUMBER:** 21594 **ASSIGNED MEETING DATE:** 04/01/2024

**STAFF CONTACT:** Keith Allen **PHONE:** 816-881-3465

**EMAIL:** kallen@jacksongov.org

**DEPARTMENT:** Finance/Purchasing

**TITLE:** Authorizing a three (3) month extension for the furnishing of commercial tires, tubes, and other related services for use by various County Departments to Goodyear Tire and Rubber Company of Akron, OH, under the terms and conditions State of Missouri Contract No. CC191557003, an existing government contract.

**SUMMARY:**

The initial expiration date of the State of Missouri Contract No. CC191557003 is March 31, 2024 and the State of Missouri extended the contract for an additional three (3) months. Resolution 20156 awarded a Twenty-Four month Term and Supply Contract with three (3) Twelve-Month options to extend and this request is to add the remaining term length to run concurrent with the State of Missouri Contract. The new term length will allow Jackson County Departments to continue purchasing commercial tires, tubes, and other related services as needed.

Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the approval of a three (3) month extension for the furnishing of commercial tires, tubes, and other related services for use by various County Departments to Goodyear Tire and Rubber Company of Akron, OH, under the terms and conditions State of Missouri Contract No. CC191557003, an existing government contract.

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

Compliance is current.

**FINANCIAL IMPACT:** NO

YES

Amount

Fund

Department

Line-Item Detail

\_\_\_\_\_

**ACTION NEEDED:** AUTHORIZE

**ATTACHMENT(S):**



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

**NOTIFICATION OF STATEWIDE CONTRACT**

Date: 3/11/24

**CONTRACT TITLE:** Tires, Tubes and Services

<b>CURRENT CONTRACT PERIOD:</b>	April 1, 2019 through June 30, 2024	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	April 1, 2019 through March 31, 2024
	Renewal Options Available:	0
	Potential Final Expiration:	June 30, 2024
<b>BUYER INFORMATION:</b>	Jennie Rees 573-751-6442 <a href="mailto:Jennie.Rees@oa.mo.gov">Jennie.Rees@oa.mo.gov</a>	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

Local Purchase Authority **should not** be used to purchase supplies/services included in this contract unless specific item is out-of-stock for an unreasonable amount of time (to be determined by the state agency) without an acceptable substitute; closest authorized dealer is too far and it would be burdensome for the agency to pay the cost associated with travel.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

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

CONTRACT NUMBER	MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CC191557001	MB00081478	Bridgestone Americas Tire Operations, LLC 535 Marriott Drive, 10 <sup>th</sup> Floor Nashville, TN 37214 Contact: Gregg Trospen Ph: 615-937-3794 FAX: 615-493-0000 E-Mail: <a href="mailto:trospregg@bfusa.com">trospregg@bfusa.com</a>	N0	Yes

CC191557002	MB00021723	Continental Tire the America's, LLC 1830 MacMillan Park Drive Fort Mill, SC 29707 Contact: Peter Wesselman Ph: 803-280-7842 FAX: 704-587-6556 E-Mail: <a href="mailto:Peter.Wesselman@conti-na.com">Peter.Wesselman@conti-na.com</a>	No	Yes
CC191557003	MB00004549	Goodyear Tire & Rubber Company 200 E Innovation Way D/709 Akron, OH 44316 Contact: Kenny Miller Ph: 330-796-4352 E-Mail: <a href="mailto:kenneth_miller@goodyear.com">kenneth_miller@goodyear.com</a>	No	Yes

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
April 1, 2019 through June 30, 2024	3/11/24	Contract CC191557001 extended through June 30, 2024 per the NASPO completed extension.
April 1, 2019 through June 30, 2024	2/27/24	Contracts CC191557002 and CC191557003 extended through June 30, 2024 per the NASPO completed extensions.
April 1, 2019 through March 31, 2024	6/2/23	Updated the contact information for Goodyear Tires.
April 1, 2019 through March 31, 2024	4/4/23	Updated the attachments to include Goodyear, Bridgestone, and Continental pricing for 4/1/23 through 3/31/24.
April 1, 2019 through March 31, 2024	3/8/23	Updated Goodyear Service Prices.
April 1, 2019 through March 31, 2024	2/2/23	Updated contact information for CC191557003, Goodyear.
April 1, 2019 through March 31, 2024	10/27/22	Updated contact information for CC191557003, Goodyear.
April 1, 2019 through March 31, 2024	8/25/2022	Updated authorized dealers attachment for Bridgestone.
April 1, 2019 through March 31, 2024	8/11/2022	Updated contact information for Goodyear Tire and Rubber Company. Also updated Attach 6, authorized dealers for Goodyear Tire and Rubber Company (CC191557003).
April 1, 2019 through March 31, 2024	8/8/22	Added additional contractor under CC191557002 – Continental Tire the America’s, LLC. Added pricing file for Continental as well.  Also updated contact and email for Goodyear.
April 1, 2019 through March 31, 2024	4/21/22	Updated pricing file for Bridgestone.
April 1, 2019 through March 31, 2024	4/18/22	Updated authorized dealers for Goodyear Tire and Rubber Company (CC191557003).
April 1, 2019 through March 31, 2024	4/12/22	Updated pricing files.
April 1, 2019 through March 31, 2024	1/10/22	Updated buyer contact information.
April 1, 2019 through March 31, 2024	6/14/21	Updated pricing files.
April 1, 2019 through March 31, 2024	6/16/20	Updated pricing files.
April 1, 2019 through March 31, 2024	9/13/19	Added Missouri Tire Fee
April 1, 2019 through March 31, 2024	7/31/19	Updated Goodyear contact.
April 1, 2019 through March 31, 2024	4/1/19	Initial issuance of new statewide contract with Goodyear(CC191557003).

**TIRES, TUBES AND SERVICES**  
**STATEWIDE NOTICE**

**General:** The contracts identified herein have been awarded to serve State of Missouri agencies, political subdivisions or governmental entities specified by the State of Missouri for various types of tires, tubes and services. The contracts are piggyback contracts off of current NASPO ValuePoint contracts.

**Purchase Orders:** In MissouriBUYS utilize off-catalog when entering a request.

**Pricing:** Pricing is provided in accordance with the applicable percentage discounts off of current list prices found in the specific tire manufacturer catalogs. The chart herein provides the percentage discount for each of the available tire and tube categories. Additionally, a chart is provided that gives specific firm, fixed prices for each service that can be provided by the manufacturers. **Attachment #1** to this statewide notice provides current contract period net prices for all tires available from Bridgestone America Tire Operation (CC191557001). **Attachment #2 to this statewide notice provides current contract period net prices for all tires available from Continental Tire the Americas, LLC (CC191557002).** **Attachment #3** to this statewide notice provides current contract period net prices for all tires available from The Goodyear Tire & Rubber Company (CC191557003).

Note: The attachments are separate from this Statewide Notice but they are available at the same website.

**Delivery:** The contracts allow for agencies to order and pick-up tires at dealerships participating in the contract. Tires may also be shipped to the state agency site FOB Destination, freight prepaid and allowed.

- Bridgestone offers forty-five (45) days ARO
- ***Continental Tire the America's, LLC will deliver tires to authorized Continental distributors at no charge for delivery. Continental does not ship directly to Government Agencies***
- Goodyear offers thirty (30) days ARO

**Authorized Missouri Tire Dealers:** **Attachment #4** provides a listing of authorized Bridgestone dealers in Missouri. **Attachment #6** provides a listing of authorized Goodyear dealers in Missouri. The dealers listed on the attachment are the only authorized dealers to provide tires, tubes and related services in accordance with the contracts. ***Please contact Continental Tire the Americas, LLC for a listing of authorized distributors in Missouri.***

**Invoicing and Payments:** All orders shall be placed with the manufacturer in care of the local dealer providing product and/or services. Invoices will be billed by the manufacturer and payments will be made to the manufacturer directly, not the local dealer. No payments shall be made to the authorized dealers.

**Preferred Use Contract:** The State of Missouri has various state agencies that are located in remote areas of the state with limited access to a nearby dealer. Because of the time it takes state personnel to travel along with the cost associated with travel to the closest authorized tire dealers, the state intends to provide as much variability as is needed to obtain the tires and service. The State of Missouri must also be assured the product is readily available.

For the reasoning cited in the above paragraph, the contract shall be considered a preferred-use contract which means all state agencies should use the contract for the supplies and service on contract if needed. Even though the contract is considered a preferred-use contract, there will be rare situations where an agency may waive itself from using the contract so long as such determination is supportable and in the best interests of the state. Reasons for not using the contract shall include but shall not necessarily be limited to the following: specific item is out-of-stock for an unreasonable amount of time (to be determined by the state agency) without an acceptable substitute; closest authorized dealer is too far and it would be burdensome for the agency to pay the cost associated with travel.

**TIRES, TUBES AND RELATED SERVICES**  
**STATEWIDE NOTICE**

**The State of Missouri Tire Contract Percentage Discount Off List Pricing:**

	<b>CC191557001 Bridgestone Americas</b>	<b>CC191557002 Continental Tire the America's, LLC</b>	<b>CC191557003 The Goodyear Tire &amp; Rubber Company</b>
Pursuit and Performance Tires	57%	63.25%	52.5%
Automobile/Passenger Vehicles	41%	49%	48%
Light Duty Trucks (Radial)	37%	49%	48%
Medium Commercial/Heavy Duty Trucks/Buses	46%	39%	60%
Off Road (Radial)	37%	35%	30%
Off Road (Bias)	37%	35%	30%
Agricultural/Farm	23%	58%	Not Available
Industrial	23%	58%	Not Available



**TIRES, TUBES AND RELATED SERVICES**  
**STATEWIDE NOTICE**

CC191557001: BRIDGESTONE SERVICE PRICING AS FOLLOWS:

Type of Service		Pursuit, Performance, Passenger	Light Duty Trucks	Medium Commercial/ Heavy Duty/Bus	
				Single	Dual
1	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	\$5.00	\$5.00	\$25.00	\$28.00
2	Change tire, dismount and mount	\$5.00	\$5.00	\$25.00	\$28.00
3	Flat Repair, remove, repair and mount	\$15.00	\$15.00	\$25.00	\$28.00
4	Flat repair, off vehicle	\$12.00	\$12.00	\$30.00	\$33.00
5	Rotate mounted tires (per tire)	\$3.50	\$3.50	\$5.00	\$5.00
6	New valve stem rubber or metal (per tire)	\$3.00	\$3.00	\$9.00	\$9.00
7	Wheel balance-computer spin balance (Per Tire)	\$9.50	\$9.50	\$18.00	\$18.00
8	Wheel balance/Valve stem combo (per tire)	\$12.50	\$12.50	\$27.00	\$27.00
<b>9</b>	<b>Alignment services</b>				
	9a. Standard two wheel alignment	\$55.00	\$55.00		
	9b. Four wheel alignment	\$70.00	\$70.00		
	9c. Bushing/cam alignment	Current Mfg's list price for parts; Labor based on Mitchell Manual.	Current Mfg's list price for parts; Labor based on Mitchell Manual.		
10.	Studding (Per Tire) – To be performed on new tires only.	15.00	15.00		
11	Used tire recycle/disposal fee (per tire)	3.00	3.00		
12	Tire pressure monitoring kit (per Tire)	10.00	10.00		
	Missouri Tire Fee (per tire)	.50	.50	.50	.50

CC191557002: CONTINENTAL TIRE THE AMERICA'S LLC SERVICE PRICING AS FOLLOWS:

Type of Service		Pursuit, Performance, Passenger	Light Duty Trucks
1	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	\$10.00	\$12.00
2	Change tire, dismount and mount	\$10.00	\$12.00
3	Flat Repair, remove, repair and mount	\$17.00	\$19.00
4	Flat repair, off vehicle	\$17.00	\$19.00
5	Rotate mounted tires (per tire)	\$5.00	\$7.00
6	New valve stem rubber or metal (per tire)	\$8.00	\$10.00
7	Wheel balance-computer spin balance (Per Tire)	\$13.00	\$15.00
8	Wheel balance/Valve stem combo (per tire)	\$21.00	\$23.00

CC191557003: THE GOODYEAR TIRE & RUBBER COMPANY SERVICE PRICING AS FOLLOWS:

Type of Service		Pursuit, Performance, Passenger	Light Duty Trucks	Medium Commercial/ Heavy Duty/Bus	
				Single	Dual
1	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	\$0.00	\$8.75	\$31.00	\$47.00
2	Change tire, dismount and mount	\$9.25	\$10.75	\$47.00	\$51.00
3	Flat Repair, remove, repair and mount	\$15.00	\$16.75	\$39.00	\$59.00
4	Flat repair, off vehicle	\$15.00	\$16.75	\$39.00	\$59.00
5	Rotate mounted tires (per tire)	\$3.75	\$3.75	\$27.00	\$27.00
6	New valve stem rubber or metal (per tire)	Rubber \$3.25 Metal \$7.25	Rubber \$3.25 Metal \$7.25	\$9.00	\$9.00
7	Wheel balance-computer spin balance (Per Tire)	\$12.00	\$12.00	\$43.00	\$47.00
8	Wheel balance/Valve stem combo (per tire)	\$15.25	\$15.25	\$52.00	\$56.00
9	<b>Alignment services</b>				
	9a. Standard two wheel alignment	\$75.55	\$75.55	Not Available	Not Available
	9b. Four wheel alignment	\$80.95	\$80.95	Not Available	Not Available
	9c. Bushing/cam alignment	Current Mfg.'s list price for parts; Labor based on Mitchell Manual.	Current Mfg.'s list price for parts; Labor based on Mitchell Manual.	Not Available	Not Available
	9d. Vehicle Alignment Check Only	\$31.50	\$31.50	Not Available	Not Available
10	Used tire recycle/disposal fee (per tire)	See applicable state laws	See applicable state laws	See applicable state laws	See applicable state laws
11	Bulk tire disposal (min. of six tons capacity)	See applicable state laws	See applicable state laws	See applicable state laws	See applicable state laws
12	Tire pressure monitoring kit (per Tire)	Current Mfg.'s list price for kit; Labor rate per Mitchell Manual.	Current Mfg.'s list price for kit; Labor rate per Mitchell Manual.	Not Available	Not Available
13	Service TPMS Sensors/System	\$2.75/Tire	\$2.75/Tire	Not Available	Not Available
	Missouri Tire Fee (per tire)	.50	.50	.50	.50

**State of Missouri  
Office of Administration  
Division of Purchasing  
Contract Performance Report – Tires, Tubes and Services**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product Purchased (include Item No's., if available):** \_\_\_\_\_

**Rating Scale:** 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_ Agency: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 573-526-9816, or mail to:**

Office of Administration  
Division of Purchasing  
301 West High Street, RM 630  
PO Box 809  
Jefferson City, Missouri 65102

**You may also e-mail form to the buyer as an attachment at  
[jennie.rees@oa.mo.gov](mailto:jennie.rees@oa.mo.gov)**

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

**A RESOLUTION** awarding a twenty-four-month term and supply contract, with two twelve-month options to extend, for the furnishing of diesel generators and repair services for use by the various County departments to Central Power Systems and Services of Liberty, MO, under the terms and conditions of Invitation to Bid No. 24-004.

**RESOLUTION NO. 21595**, April 1, 2024

**INTRODUCED BY** Megan L. Marshall, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 24-004 for the furnishing of diesel generators and repair services for use by various County departments; and,

WHEREAS, a total of twenty-one notifications were distributed and viewed, with two responses received and evaluated from the following:

**BIDDER**

Central Power Systems and Services  
Liberty, MO

Clifford Systems  
Independence, MO

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Directors of Finance and Purchasing and Parks + Rec recommend the award of a twenty-four-month term and supply contract, with two twelve-month options to extend, for the furnishing of diesel generators and repair services for use by the various County departments to Central Power Systems and Services of Liberty, MO, as the lowest and best bid received; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any amount, with the availability of funds for specific purchases remaining subject to annual appropriation, which is estimated for 2024 to be \$124,000.00; 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,

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

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

APPROVED AS TO FORM:

*Bryan O Wansky*

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21595 of April 1, 2024, was duly passed on \_\_\_\_\_, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations, which is estimated for 2024 to be \$124,000.00.

03/28/2024

\_\_\_\_\_  
Date

*Sylvia Stevenson*  
\_\_\_\_\_  
Sylvia Stevenson (Mar 28, 2024 10:54 CDT)

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



# Jackson County, Missouri

## Request for Legislative Action

**REQUESTED MEETING DATE:** \_\_\_\_\_ **SPONSOR:** Megan L. Marshall

*To be completed by the County Counselor's Office:*

**NUMBER:** 21595 **ASSIGNED MEETING DATE:** 04/01/2024

**STAFF CONTACT:** Keith Allen **PHONE:** 816-881-3465

**EMAIL:** kallen@jacksongov.org

**DEPARTMENT:** Finance/Purchasing

**TITLE:** Awarding a Twenty-Four (24) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Diesel Generator & Annual Repair Services for use by various County Departments to Central Power Systems and Services of Liberty, Missouri under the terms and conditions of Invitation to Bid No. 24-004.

**SUMMARY:**

Various County Department require a Term and Supply Contract for the furnishing of Diesel Generator & Annual Repair Services. The Purchasing Department issued Invitation to Bid No. 24-004 in response to those requirements. A total of 218 notifications were distributed, 21 document takers and two (2) responses were received and evaluated. The following is a list of bids received:

- Central Power Systems & Services
- Clifford Power Systems, Inc

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 Twenty-four (24) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Diesel Generator & Annual Repair Services for use by various County Departments to Central Power Systems and Services of Liberty, Missouri as the lowest and best bid under the terms and conditions of Invitation to Bid No. 24-004.

Annual Estimated Usage: \$124,000

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.

Compliance current

**FINANCIAL IMPACT:** NO

YES

Amount

Fund

Department

Line-Item Detail

**ACTION NEEDED:** AWARD A CONTRACT

**ATTACHMENT(S):**





# Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

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## INTER-OFFICE MEMO

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**TO:** Keith Allen, Purchasing  
**FROM:** Sgt. Eli Postlethwait #27  
**RE:** Recommendation Memo 24-004 Diesel Generator/Annual Repair Services  
**Date:** March 19, 2024

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The Sheriff's Office has an ongoing need for vendors to provide services for our generator. We have reviewed the bids submitted by Central Power Systems & Services and Clifford Power Systems, Inc. We recommend awarding a contract to Central Power Systems & Services as their pricing, products and service will meet our needs.

The Sheriff's Office will spend approximately \$14,000.00 annually using this contract.

*Sgt. Eli Postlethwait* #27



## **JACKSON COUNTY**

### **Public Works Department**

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

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

#### Memorandum

To: Keith Allen, Senior Buyer  
From: Aaron Chrisman, Construction Project Manager  
Date: 22 March 2024  
Subject: Term and Supply Contract 24-004 for Generator Maintenance.

The Facilities Division Recommendation is to award the General maintenance of the county's generators to Central Power Systems & Services.

Central Power Systems is our current term and supply vendor. CPS was the best and lowest bidder for the current contract. The quality of their work has been excellent and very responsive when needed. They have been able to adjust their schedule for emergencies when the need has been necessary.

Facilities is estimating that during the next 12 months the spending would be about \$100,000, subject to budget approval and availability.

*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: March 14, 2024

SUBJECT: Recommendation for Vendor: Central Power Systems and Services

Please consider Central Power Systems and Services be awarded term and supply vendor for bid No. 24-004 Diesel Generator/Annual Repair Services to County Road and Bridge division. Besides meeting all the bid requirements, Central Power Systems and Services has great experience and better prices than the other bidder.

It is estimated that the County Road and Bridge division could spend approximately \$10,000.00 annually with Central Power Systems and Services.

For the reasons above, it has been requested that Central Power Systems and Services be awarded term and supply vendor for bid No. 24-004 Diesel Generator/Annual Repair Services.

Thank you for your consideration,

Thank you,

Matt Willier, Assistant Road & Bridge Administrator



# 24-004 - Diesel Generator/Annual Repair Services

## Project Overview

<b>Project Details</b>	
<b>Reference ID</b>	24-004
<b>Project Name</b>	Diesel Generator/Annual Repair Services
<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 Diesel Generator/Annual Repair Services for use by Various County Departments.
<b>Open Date</b>	Jan 10, 2024 12:00 PM CST
<b>Intent to Bid Due</b>	Feb 06, 2024 1:00 PM CST
<b>Close Date</b>	Feb 13, 2024 2:00 PM CST

<b>Highest Scoring Supplier</b>	<b>Score</b>
<b>Central Power Systems &amp; Services</b>	<b>97.33 pts</b>



## Seal status

Requested Information	Unsealed on	Unsealed by
Term and Supply Contract Page	Feb 13, 2024 3:56 PM CST	Keith Allen
Affidavit	Feb 13, 2024 3:56 PM CST	Keith Allen
Certificate of Compliance	Feb 13, 2024 3:56 PM CST	Keith Allen
Statement of Contractor's Qualifications	Feb 13, 2024 3:56 PM CST	Keith Allen
Addenda	Feb 13, 2024 3:56 PM CST	Keith Allen
Greater KCMO Memo	Feb 13, 2024 3:56 PM CST	Keith Allen
Exhibit F - Bidder's Exceptions	Feb 13, 2024 3:56 PM CST	Keith Allen
Attachment 1 - Bidder's Quotation Sheet	Feb 13, 2024 3:56 PM CST	Keith Allen



# Scoring Summary

## Active Submissions

	<b>Total</b>	<b>A - Purchasing Evaluation</b>	<b>A-1 - Addenda</b>	<b>A-2 - Affidavit</b>	<b>A-3 - Certificate of Compliance</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Central Power Systems & Services	97.33 pts	0 pts	Pass	Pass	Pass
Clifford Power Systems, Inc.	86 pts	0 pts	Pass	Pass	Pass

	<b>A-4 - Exhibit F - Bidder's Exceptions</b>	<b>A-5 - Greater KC Metro Area Memo</b>	<b>A-6 - Statement of Contractor's Qualifications</b>	<b>A-7 - Attachment 1 - Bidder's Quotation Sheet</b>	<b>A-8 - Term &amp; Supply Contract Page</b>
<b>Supplier</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>



	<b>A-4 - Exhibit F - Bidder's Exceptions</b>	<b>A-5 - Greater KC Metro Area Memo</b>	<b>A-6 - Statement of Contractor's Qualifications</b>	<b>A-7 - Attachment 1 - Bidder's Quotation Sheet</b>	<b>A-8 - Term &amp; Supply Contract Page</b>
<b>Supplier</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Central Power Systems & Services	Pass	Pass	Pass	Pass	Pass
Clifford Power Systems, Inc.	Pass	Pass	Pass	Pass	Pass

	<b>B - Department Evaluation</b>	<b>B-1 - Exhibit F - Bidder's Exceptions</b>	<b>B-2 - Statement of Contractor's Qualifications</b>	<b>C - Pricing</b>	<b>C-1 - Attachment 1 - Quotation Sheet</b>
<b>Supplier</b>	<b>/ 40 pts</b>	<b>/ 5 pts</b>	<b>/ 35 pts</b>	<b>/ 60 pts</b>	<b>/ 60 pts</b>
Central Power Systems & Services	38 pts	4.667 pts	33.33 pts	59.33 pts	59.33 pts
Clifford Power Systems, Inc.	38 pts	4.333 pts	33.67 pts	48 pts	48 pts

**ATTACHMENT 1  
BIDDER'S QUOTATION SHEET**

"As needed" Services Quotation shall be an Hourly Rate Service and include all fees required. The County will not pay extra charges for the following: travel time, food, lodging or mileage to and from the work site. The Hourly Rate begins when the Successful Contractor arrives at the County's site to perform the work.

An Annual Service Fee shall be a one-time, all-inclusive charge to perform the Annual Service on each unit.

No.	Description	Rate Per Hour
1.	"As Needed" Services (Regular Time)	\$ 150.00
2.	"As Needed" Services (Overtime, Holiday, Weekend)	\$ 225.00
3.	Load Testing for Generators	\$ 150.00 per hour, \$1.00 per KW
4.	Annual Service Fee for Cummings Generator – DOC	\$ 1900.94
5.	Annual Service Fee for Kohler Generator - DOC	\$ 1101.00
6.	Annual Service Fee for Generac Generator – Regional Corrections Center	\$ 931.00
7.	Annual Service Fee for Generac Generator – Sheriff's Office	\$ 487.06
8.	Annual Service Fee for Detroit Diesel Generator – Downtown Courthouse	\$ 764.00
9.	Annual Service Fee for John Deere Generator – Public Works Vehicle Service Center	\$ 671.00
10.	Percentage (%) of discount from list price offered for parts needed for repairs	25 %

**Contact information for Service Dispatching:**

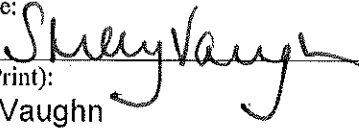
Name: Tina King

Phone Number/Email: tina.king@cpower.com 816-415-6702

**Contact information for Emergency Services:**

Name: Tina King

Phone Number/Email: 816-415-6700

Signature: 	Date: 02/19/2024
Name (Print): Shelly Vaughn	Phone: 816-792-9119
Title (Print): Corporate Credit Manager	Fax:
Company Name (Print): Central Power Systems and Services LLC	Alternative:
E-Mail Address (Print): shelly.vaughn@cpower.com	
E-Mail Address for PO's (Print): tina.king@cpower.com 816-415-6702	



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

**A RESOLUTION** awarding a twenty-four-month term and supply contract with two twelve-month options to extend for the furnishing of concessions products for resale for use by the Parks + Rec Department to St. Joseph Distributing, of St. Joseph, MO, under the terms and conditions of Invitation to Bid No. 24-009.

**RESOLUTION NO. 21596**, April 1, 2024

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 24-009 for the furnishing of paper products, candy, snacks, deli sandwiches, meats, cheeses, condiments, juices, and other concession products for resale for use by the Parks + Rec Department; and,

WHEREAS, a total of twenty-seven notifications were distributed and one response from St. Joseph Distributing of St. Joseph, MO, was received and evaluated; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a contract for the furnishing of these products for use by the Parks + Rec Department to St. Joseph Distributing of St. Joseph, MO, because it has submitted the lowest and best bid; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any amount, with the availability of funds for specific purchases remaining subject to annual appropriation which is estimated for 2024 to be \$41,000.00; now therefore,

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

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

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

APPROVED AS TO FORM:

*Bryan D Worsky*

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21596 of April 1, 2024, was duly passed on \_\_\_\_\_, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations, which is estimated for 2024 to be \$41,000.00.

03/28/2024

\_\_\_\_\_  
Date

*Sylvia Stevenson*  
\_\_\_\_\_  
Sylvia Stevenson (Mar 28, 2024 10:54 CDT)

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



# Jackson County, Missouri

## Request for Legislative Action

**REQUESTED MEETING DATE:** 03/08/24

**SPONSOR:** Charlie Franklin



*To be completed by the County Counselor's Office:*

**NUMBER:** 21596

**ASSIGNED MEETING DATE:** 04/01/2024

**STAFF CONTACT:** Tina Spallo

**PHONE:** 816-503-4872

**EMAIL:** TSpallo@jacksongov.org

**DEPARTMENT:** Parks + Rec

**TITLE:** Awarding a Twenty-Four (24) Month Term and Supply Contract with Two Twelve Month options to extend for the furnishing of Concessions for the Parks + Rec Department to St. Joseph Distributing of St. Joseph, MO under the Terms and Conditions of Invitation to Bid No. 24-009.

**SUMMARY:**

The Parks + Rec Department requires a Term and Supply Contract for the furnishing of Paper Products, Candy, Snacks, Deli Sandwiches, Chips, Meats & Cheeses, Condiments, and Juices for Resale at its' Concession Operations. Purchasing issued Invitation to Bid No. 24-009 in response to those requirements. The estimated annual amount of this contract is \$41,000. A total of 27 notifications were distributed, and one (1) response was received and evaluated. Pursuant to Section 1054.6 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends a Twenty-Four (24) Month Term and Supply Contract with Two Twelve Month Options for the furnishing of Paper Products, Candy, Snacks, Deli Sandwiches, Chips, Meats & Cheeses, and Condiments for Resale at the Parks + Rec Department's Concession Operations to St. Joseph Distributing of St. Joseph, MO as the lowest and best bid received. The Award is made as an "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for the specific purchases is subject to annual appropriations.

**FINANCIAL IMPACT:** NO

YES

Amount

Fund

Department

Line-Item Detail

**ACTION NEEDED:** AWARD A CONTRACT

**ATTACHMENT(S):**