

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$8,092.00 within the 2018 Anti-Drug Sales Tax Fund to cover the costs of vacation and sick leave payouts for associates within the Corrections Population Control and Prosecuting Attorney's Anti-Violence units.

RESOLUTION NO. 19757, March 5, 2018

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, a transfer is needed to cover the costs of the County's payout obligation for accrued vacation and sick leave for the Corrections Population Control and Prosecuting Attorney's Anti-Violence Units; and,

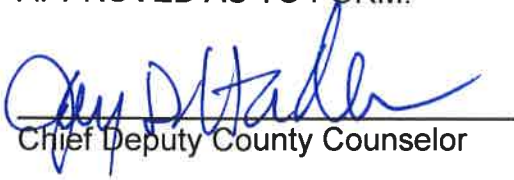
WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2018 Anti-Drug Sales Tax Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund 008-9999	32640 – Compensated Absences	\$8,092	
Detention Population Control 008-2304	55130 – Vacation Payout		\$559
008-2304	55140- Sick Leave Payout		\$1,244
Prosecutors Anti-Violence 008-4102	55130-Vacation Payout		\$5,474
008-4102	55140-Sick Leave Payout		\$815

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

APPROVED AS TO FORM:



Chief Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19757 of March 5, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 008 9999 32640
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Compensated Absences
NOT TO EXCEED: \$8,092.00

3/15/18

Date



Chief Administrative Officer

Fiscal Note:


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

PC# _____

Date: March 12, 2018

RES # 19757

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<u>Anti-Drug Sales Tax Fund - 008</u>			
<u>9999</u>	<u>32640 - Compensated Absences</u>	<u>\$ 8,092</u>	<u>\$ -</u>
<u>2304 - Detention-Population Control</u>	<u>55130 - Vacation Payout</u>		<u>559</u>
<u>2304 - Detention-Population Control</u>	<u>55140 - Sick Leave Payout</u>		<u>1,244</u>
<u>4102 - Prosecutors Anti-Violence</u>	<u>55130 - Vacation Payout</u>		<u>5,474</u>
<u>4102 - Prosecutors Anti-Violence</u>	<u>55140 - Sick Leave Payout</u>		<u>815</u>
		<u>\$ 8,092</u>	<u>\$ 8,092</u>

 7/12/18
 Budget Officer

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE transferring \$216,759.00 within the 2018 Anti-Drug Sales Tax Fund and appropriating \$296,735.00 from the undesignated fund balance of the 2018 Grant Fund in acceptance of the STOP Violence Against Women Act Prosecution of Sexual Assault Grant awarded by the Missouri Department of Public Safety for a program focused on prevention and prosecution of sexual assaults.

ORDINANCE NO. 5086, March 19, 2018

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Prosecuting Attorney's Office has been awarded a grant in the amount of \$79,975.94 by the Missouri Department of Public Safety for a program focused on prevention and prosecution of sexual assaults in the County; and,

WHEREAS, this grant partially funds the salaries of three full-time prosecutors for this program and will partially provide travel expenses for two assistant prosecuting attorneys to attend training programs related to domestic violence; and,

WHEREAS, the grant is subject to a local match in the amount of \$216,758.29 to complete funding for the project; and,

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

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


<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund Prosecuting Attorney			
008-4152	56798 - Grant Match	\$5,827	
008-4156	56798 - Grant Match	\$210,902	
008-9100	56105- Operating Transfers Out		\$216,759
Grant Fund Violence Against Women			
010-4118	47070 - Operating Transfers In	\$216,759	
010-4118	45908 - Increase Revenue	\$ 79,976	
010-2810	Undesignated Fund Balance		\$296,735
010-2810	Undesignated Fund Balance	\$296,735	
010-4118	55010 - Regular Salaries		\$210,494
010-4118	55040 - FICA		\$ 16,103
010-4118	55050 - Pension		\$ 28,637
010-4118	55060 - Health Insurance		\$ 41,501

and,

BE IT FURTHER ORDAINED that the County Executive and the Prosecuting Attorney be and hereby are authorized to execute any and all documents necessary to the acceptance of said grant.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor

County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5086 introduced on March 19, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absents _____

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.5086.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER:	008 4152 56798
ACCOUNT TITLE:	Anti-Drug Sales Tax Fund
	Prosecuting Atty Criminal Pros
	Grant Match
NOT TO EXCEED:	\$5,857.00

ACCOUNT NUMBER: 008 4156 56798
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Prosecuting Comm. Crim/Drug Prev.
Grant Match
NOT TO EXCEED: \$210,902.00

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$296,735.00

3/15/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 5086

Sponsor(s): Dan Tarwater III

Date: March 19, 2018

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Ordinance transferring and appropriating funds for the acceptance of the Prosecution of Sexual Assault Grant awarded to Jackson County.</u></p>																														
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$296,734.23</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$296,734.23</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Source of funding (name of fund) and account code number;</td> <td style="width: 40%;"></td> </tr> <tr> <td>FROM</td> <td>FROM ACCT</td> </tr> <tr> <td>010 - Grant Fund; 2810 - Undesignated Fund Balance</td> <td style="text-align: right;">\$79,975.94</td> </tr> <tr> <td>FROM</td> <td></td> </tr> <tr> <td>008 - Anti-Drug Sales Tax Fund; 4152, Prosecuting Attorney Criminal Prosecution; 56798 - Grant Match</td> <td style="text-align: right;">\$5,856.29</td> </tr> <tr> <td>008 - Anti-Drug Sales Tax Fund; 4156, Prosecuting Attorney Community/Crime/Drug Prevention Prosecution; 56798 - Grant Match</td> <td style="text-align: right;">\$210,902.00</td> </tr> <tr> <td>TO</td> <td>TO ACCT</td> </tr> <tr> <td>010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55010 - Regular Salary</td> <td style="text-align: right;">\$210,493.48</td> </tr> <tr> <td>010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55040 - FICA</td> <td style="text-align: right;">\$16,102.75</td> </tr> <tr> <td>010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55050 - Pension</td> <td style="text-align: right;">\$28,636.96</td> </tr> <tr> <td>010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55060 - Insurance</td> <td style="text-align: right;">\$41,501.04</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$296,734.23	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$296,734.23	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number;		FROM	FROM ACCT	010 - Grant Fund; 2810 - Undesignated Fund Balance	\$79,975.94	FROM		008 - Anti-Drug Sales Tax Fund; 4152, Prosecuting Attorney Criminal Prosecution; 56798 - Grant Match	\$5,856.29	008 - Anti-Drug Sales Tax Fund; 4156, Prosecuting Attorney Community/Crime/Drug Prevention Prosecution; 56798 - Grant Match	\$210,902.00	TO	TO ACCT	010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55010 - Regular Salary	\$210,493.48	010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55040 - FICA	\$16,102.75	010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55050 - Pension	\$28,636.96	010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55060 - Insurance	\$41,501.04
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PRIOR LEGISLATION	<p>Prior ordinances and (date): Ordinance 4829 2/16</p> <p>Prior resolutions and (date):</p>																														

CONTACT INFORMATION	RLA drafted by (name, title, & phone): Gina Robinson, Chief of Operations 881-3369	
REQUEST SUMMARY	<p>Requesting an ordinance accepting the Prosecution of Sexual Assault Grant awarded to Jackson County by the Missouri Department of Public Safety for the partial funding for three assistant prosecutors. The total award amount for this two year grant is \$79,975.94. To complete the first year of the project, the Prosecutor's Office will provide an additional \$216,758.29 to pay for the unfunded portions of encumbants.</p> <p>The term of this grant is 1/1/18 through 12/31/19.</p> <p>Please appropriate \$79,975.94 from 010-2810 (grant fund – undesignated fund balance) and transfer \$5,856.29 from 008-4152-56798 (anti-drug sales tax fund-prosecuting attorney criminal prosecution-grant match) and \$210,902.00 from 008-4156-56798 (anti-drug sales tax fund-prosecuting attorney community/crime/drug prevention prosecution-grant match) into the following accounts:</p> <p>55010 Salary 210,493.48 55040 FICA 16,102.75 55050 Pension 28,636.96 55060 Insurance 41,501.04</p>	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Award, budget	
REVIEW	Department Director: <i>Clay Peters Baker</i>	Date: <i>3/7/18</i>
	Finance (Budget Approval): <i>Sarah M. J.</i> <i>If applicable</i>	Date: <i>3/7/18</i>
	Division Manager:	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:
2810	Undesig. Fund Balance	79,975.94
008-4152-56798	AntiDrug - Comm Crime Dros - Grant Match	5,856.29
008-4156-56798	AntiDrug - Comm Crime Drug Pen - Grant Match	210,902.00

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

Supplemental Appropriation Request Jackson County, Missouri

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

Date: March 7, 2018

ORD # 5086

Department / Division	Character/Description	From	To
Anti-Drug Sales Tax Fund - 008			
4152 - Pros Atty Criminal Pros	56798 - Grant Match	5,857	
4156 - Pros comm Crim/Drug Prev P	56798 - Grant Match	210,902	
9100 - Operating Transfers	56105 - Operating Transfers Out		216,759
Grant Fund - 010			
4118 - VAWA	47070 - Operating Transfers In	216,759	
4118 - VAWA	45908 - Increase Revenue	79,976	
2810	Undesignated Fund Balance		296,735
2810	Undesignated Fund Balance	296,735	
4118 - VAWA	55010 - Regular Salary		210,494
4118 - VAWA	55040 - FICA		16,103
4118 - VAWA	55050 - Pension		28,637
4118 - VAWA	55060 - Insurance		41,501

 3/7/18
Budgeting

**VAWA GRANT
2018**

	2080 hrs	Salary	FICA	16.52% Pension	Insurance	Total
Vacant (Blackwell)	26.94	56,035.20	4,286.69	9,257.02	12,052.32	81,631.23
Ries	24.52	51,001.60	3,901.62	8,425.46	12,052.32	75,381.00
Willis	31.88	66,310.40	5,072.75	10,954.48	17,396.40	99,734.03
2018 Total Budget		173,347.20	13,261.06	28,636.96	41,501.04	256,746.26
		37,146.28	2,841.69	0.00	0.00	-39,987.97
		136,200.92	10,419.37	28,636.96	41,501.04	216,758.29
2019 Award		37,146.28	2,841.69	0.00	0.00	39,987.97
		210,493.48	16,102.75	28,636.96	41,501.04	296,734.23

Funding Source

**2018 DPS award
2018 Matching Funds**



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
SUBAWARD

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

Subrecipient Name:		Subrecipient DUNS Number:	
Jackson County, Prosecutor's Office		809094092	
DPS Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2018-2019 STOP Violence Against Women Grant	January 1, 2018	December 31, 2019	
Project Title:		Subaward Number:	
VAWA Prosecution of Sexual Assault		2018-VAWA-24	
Project Description:			
<p>Three assistant Jackson County Prosecutors are assigned to prosecute cases involving violence against women, as well as those cases where the inferred intent of the suspect was violence against a woman. Their primary focus will be the reviewing, filing and prosecuting of cases involving sexual assaults or interpersonal relationship violence where the victim is an adult or teenage woman. In addition, they cooperate with and provide assistance to our partner agencies in the fight against violence to women. Those agencies include law enforcement, area hospitals, the Kansas City Police Crime Lab, local domestic violence shelters, and the Metropolitan Organization to Counter Sexual Assault (MOCSA).</p>			
Subaward Total:	CFDA Number and Name:		
\$79,975.94	16.588		
Research and Development Project:		Indirect Cost Rate for Federal Award:	
No		N/A	
Name of Federal Awarding Agency:		Federal Award Date:	
Department of Justice Office on Violence Against Women		09/26/2014 09/23/2015 09/27/2016	
Name of State Administering Agency (SAA):		SAA Federal Award Number:	
Missouri Department of Public Safety, Office of the Director P.O. Box 749 Jefferson City, MO 65102		2014-WF-AX-0031 2015-WF-AX-0011 2016-WF-AX-0008	
<p>This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.</p> <p>The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.</p>			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Frank White, Jr., County Executive		Jill Icenhower	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
<p>This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.</p>			
Authorized Official, Missouri Department of Public Safety			Subaward Date
			01/01/2018

Personnel

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost	Local Match %	Local Match Share	Federal/State Share
Christine Willis	Assistant Prosecuting Attorney	Retained	FT	\$2,705.72	26.0	26.66	\$18,754.97	40.0	\$7,501.99	\$11,252.98
Christine Willis	Assistant Prosecuting Attorney	Retained	FT	\$2,626.91	26.0	26.65	\$18,201.86	40.0	\$7,280.74	\$10,921.12
Kelsey Blackwell	Assistant Prosecuting Attorney	Retained	FT	\$2,101.20	26.0	38.0	\$20,759.86	40.0	\$8,303.94	\$12,455.91
Kelsey Blackwell	Assistant Prosecuting Attorney	Retained	FT	\$2,164.24	26.0	38.0	\$21,382.69	40.0	\$8,553.08	\$12,829.61
Kristin Ries	Assistant Prosecuting Attorney	Retained	FT	\$2,081.42	26.0	41.93	\$22,691.22	40.0	\$9,076.49	\$13,614.73
Kristin Ries	Assistant Prosecuting Attorney	Retained	FT	\$2,020.80	26.0	41.93	\$22,030.36	40.0	\$8,812.14	\$13,218.21
							\$123,820.96		\$49,528.38	\$74,292.56

Personnel Benefits

Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
FICA/Medicare	FICA/Medicare	\$123,820.96	0.0765	100.0	\$9,472.30	40.0	\$3,788.92	\$5,683.38
					\$9,472.30		\$3,788.92	\$5,683.38

Total Budget

Total Federal/State Share:	\$79,975.94	60.0%
Total Local Match Share:	\$53,317.30	40.0%
Total Project Cost:	\$133,293.24	



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
STOP Violence Against Women Act (VAWA)



2018-2019 CERTIFIED ASSURANCES

Applicant Agency: Jackson County, Prosecutor's Office
Project Title: VAWA Prosecution of Sexual Assault
Subaward No: 2018-VAWA-24

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

General:

1. The Subrecipient assures that it shall comply, and all its Subrecipients shall comply, with the applicable provisions of the 2018-2019 STOP VAWA Notice of Funding Opportunity, the DPS Financial and Administrative Guidelines, the DPS Subrecipient Travel Guidelines, any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

Pursuant to 2 CFR §200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. The Office on Violence Against Women reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work, in whole or in part (including in the creation of derivative works), for Federal purposes, and to authorize others to do so. The Office on Violence Against Women also reserves a royalty-free, nonexclusive and irrevocable right to reproduce publish or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient of this award, for Federal purposes, and to authorize others to do so. In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award. It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

2. **Compliance Training:** As a recipient of federal or state funds, the Subrecipient is required to attend the Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities
3. **Non-Supplanting:** The Subrecipient assures that federal or state funds made available under this subaward will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant. These funds will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
4. **Change in Personnel:** The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence of personnel as it affects the 'My Profile' module, 'Contact Information' form, and/or 'Budget' form within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact.

Authorized Official Initials: _____

5. **Subaward Adjustments:** The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the Subaward Adjustment component in WebGrants.
6. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.
7. **Criminal Activity:** The Subrecipient assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

The Subrecipient shall not make false statements or claims in connection with any Office of Justice Programs or DPS state funded grant. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The subrecipient ("subgrantee") 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.

For Subrecipients of federal grant funding, potential fraud, waste, abuse, or misconduct must be reported to the DPS and OIG by mail or e-mail at following addresses:

Missouri Department of Public Safety
Office of the Director
Attention: Crime Victim Services Unit (VAWA)
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749
cvsu@dps.mo.gov

Office of Inspector General
U.S. Department of Justice, Investigations Division
950 Pennsylvania Avenue, N.W., Room 4706
Washington D.C. 20530
oig.hotline@usdoj.gov

You may also contact the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202)616-9881 (fax). Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

8. **Lobbying:** As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

Authorized Official Initials: _____

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

The signature of the authorized organizational official on the application serves as the required certification of compliance for the applicant organization.

9. **Fair Labor Standards Act:** All Subrecipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
10. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

11. **Relationship:** The Subrecipient agrees that they will represent themselves to be an independent Subrecipient offering such services to the general public and shall not represent themselves or their employees to be employees of the Missouri Department of Public Safety or the Office of the Director. This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs. Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
12. **Uniform Crime Reporting (UCR):** If the Subrecipient is a law enforcement agency, the Subrecipient assures that its law enforcement agency is in full compliance with Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.
13. **Racial Profiling:** If the Subrecipient is a law enforcement agency, the Subrecipient assures that its law enforcement agency is in full compliance with Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the project period.
14. **Federal Equitable Sharing Funds:** If the Subrecipient is a law enforcement agency, the Subrecipient assures that its law enforcement agency is in compliance with Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri Department of Public Safety and the Missouri State Auditor.
15. **Custodial Interrogations:** If the Subrecipient is a law enforcement agency, the Subrecipient assures that its law enforcement agency is in full compliance with Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

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16. **DWI Law:** If the Subrecipient is a law enforcement agency, the Subrecipient assures that its law enforcement agency is in full compliance with Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo. In addition, the Subrecipient assures that its county prosecuting attorney or municipal prosecutor is in full compliance with Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
17. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the 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 grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
18. **Drug-Free Workplace:** As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:
- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
19. **ACORN:** Subrecipients understand and agree that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or any of its affiliates, subsidiaries, allied organizations, or successors, without the express prior written approval from OVW.
20. **Computer Networks:** The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication, or other law enforcement- or victim assistance-related activities.

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Civil Rights:

1. **Enforcing Civil Rights Laws:** The Subrecipient acknowledges that all recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Office for Civil Rights (OCR) investigates subrecipients that are the subject of discrimination complaints from both individuals and groups.
2. **Discrimination:** The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.
3. **Limited English Proficiency (LEP):** The Subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Persons*, 67 Fed. Reg. 41455 (June 18, 2012) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <http://www.lep.gov>.
4. **Equal Employment Opportunity Plan (EEO):** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. pt 42, subpt. E., DOJ's Equal Employment Opportunity Program (EEO) Guidelines. The Subrecipient will maintain an EEO *Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees; and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS).

If the Subrecipient does not meet all the aforementioned criteria, the Subrecipient is exempt from preparing the EEO *Utilization Report*; however, all Subrecipients, regardless of their EEO obligations, must complete the EEO *Certification Form*, in which the Subrecipient declares its satisfaction of its obligations.

For more information, visit <http://ojp.gov/about/ocr/eeop.htm>.

5. **Using Arrest and Conviction Records for Employment Decisions:** The Subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/orc/pdfs/UseofConviction_Advisory.pdf.
Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, result in unlawful employment discrimination. In light of the Advisory, Subrecipients should consult local counsel in reviewing their employment practices. If warranted, Subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs).
6. **Finding of Discrimination:** The Subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with the Office of Civil Rights, Office of Justice Programs.

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7. **Unlawful Employment Practices:** The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
8. **Discrimination in Public Accommodations:** The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
9. **Faith-based Organizations:** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Partnerships with Faith-Based and Other Neighborhood Organization". This regulation provides in part that organizations that receive direct financial assistance from the Department may not engage in explicitly religious activities, such as proselytizing, scripture study, or worship, as part of the programs or services funded with direct financial assistance from the Department. If an organization conducts such explicitly religious activities, the activities must be offered separately, in time or location, from the programs or services funded with direct financial assistance from the Department, and participation must be voluntary for beneficiaries of the programs or services funded with such assistance. The regulation also makes clear that any organization that participates in programs funded by Federal financial assistance from the Department shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion in the delivery of services or benefits. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
10. **Discrimination - VAWA Exception:** Subrecipients are prohibited from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW.
 - a. If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, grantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

Financial:

1. **Fund Availability:** The Subrecipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated and continued at an aggregate level sufficient to cover the subaward costs, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
2. **Release of Funds:** No funds will be disbursed under this subaward until such time as all required documents are signed by the Authorized Official and Project Director and returned to the Missouri Department of Public Safety, Office of the Director for final review and signature by the Director or his/her designee.
3. **Financial Guide:** The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide and the Missouri Department of Public Safety Financial and Administrative Guide.
4. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased with funds under this subaward shall be used for approved project purposes only.

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5. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the VAWA Notice of Funding Opportunity. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
6. **Project Income:** The Subrecipient agrees to account for project income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all project income generated as a result of this subaward shall be expended during the life of the project period.
7. **Procurement:** The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the *DPS & CVSU Financial and Administrative Guidelines* and identified here:
 - A. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - B. Purchases to a single vendor totaling less than \$3,000 may be purchased with prudence on the open market.
 - C. Purchases estimated to total between \$3,000 but less than \$24,999 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - D. Purchases with an estimated total of \$25,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - E. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - F. Sole source procurement on purchases to a single vendor of \$3,000 and over requires prior approval from the Missouri Department of Public Safety.
8. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Domestic Product Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American mandate in Section 34.353 RSMo are met.
9. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
10. **Debarment:** This certification is required by Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

The Subrecipient certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the

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applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

- D. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- E. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

11. **Audit:** The Subrecipient agrees to comply with the organizational audit requirements of OJP Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). An audit is required for the agency fiscal year when state financial assistance (which consists of all monies received from State Government or state funds passed through state agencies), of \$375,000 or more is expended by the Subrecipient. The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety if they have met or exceeded this federal or state threshold within 60 days of the project period start date.

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

In the event that the Missouri Department of Public Safety determines that a Subrecipient is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable state requirements governing these funds, the Missouri Department of Public Safety may permanently or temporarily terminate the subaward. In the event a subaward is permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.

13. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.
14. **Compensation:** The Subrecipient understands that funds may not be used to pay cash compensation (salary plus bonuses) to any employee of this grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. The Subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

Programmatic:

1. **Services to Victims of Domestic and/or Sexual Violence and their children:** The Subrecipient, if providing services to victims of domestic and/or sexual violence and their children through this subaward, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence Service Standards and Guidelines for Domestic Violence Programs and/or Sexual Violence Programs, as they relate to the provision of services required herein.
2. **Services to All Other Victims of Crime:** The Subrecipient, if not primarily providing services to victims of domestic and/or sexual violence through this subaward, shall comply with the program standards and guidelines set forth by the Missouri Department of Public Safety Crime Victim Services Unit Program Standards and Guidelines, as they relate to the provision of services required herein.

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3. **Coordination of activities:** The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
4. **Data Collection:** The Subrecipient assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues and in response to requests from the Department of Justice, Office of Justice Programs or Office of Violence Against Women. In addition to information that may be necessary in follow up to monitoring and/or audit issues, and in response to requests from the Missouri Department of Public Safety.
5. **Access to Records:** The Subrecipient authorizes the Missouri Department of Public Safety and/or the Office for Violence Against Women and/or the Office of the Comptroller, and its representatives, access to and the right to examine all records, books, paper or documents related to the VAWA grant.
6. **Publications:** All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by funding made available through the Fund administered by the Missouri Department of Public Safety, Office of the Director. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Missouri Department of Public Safety, Office of the Director or the Department of Justice."
7. **Client-Counselor Confidentiality:** The Subrecipient assures that they will maintain confidentiality of client-counselor information as required by state and federal law.
8. **Code of Professional Ethics:** The Subrecipient shall comply with and assures that the program adheres to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Provider Subrecipients.
9. **Victims' Rights Compliance:** The Subrecipient assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo.** (These eligible direct victim services do not include general witness assistance)
10. **Criminal or Civil Filings:** The Subrecipient assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal, or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, dating violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, dismissal, withdrawal, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction.
11. **Forensic Medical Exams:** The state or territory or another governmental entity must incur the full out of pocket cost of forensic medical exams for victims of sexual assault. The state or territory must coordinate with health care providers in the region to notify victims of sexual assault of the availability of rape exams at no cost to victims. No state or territory or other governmental entity shall require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, reimbursement for charges incurred on account of such an exam, or both.
12. **Polygraph/Voice Stress Analysis:** No law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of an alleged sex offense as defined under federal, tribal, state, territorial, or local law to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense, and the refusal of a victim to submit to a polygraph examination or other truth telling device shall not prevent the investigation, charging, or prosecution of an alleged sex offense.

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13. **Consultation with Victim Services:** Prosecution, law enforcement and court based applicants must consult with tribal, territorial, State, or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.
14. **Nondisclosure of Confidential or Private Information:** Subrecipients may not disclose personally identifying information or individual information collected in connection with services requested, utilized, or denied without a written release unless the disclosure of the information is required by a statutory or court mandate. This applies whether the information is being requested for a Department of Justice grant program or another Federal agency, State, tribal, or territorial grant program. This provision also limits disclosures by subgrantees to grantees, including disclosures to Statewide or regional databases.
15. **Victim eligibility for services:** Victim eligibility for direct services is not dependent on the victim's immigration status.
16. **Historic Preservation Act:** Subrecipients must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.
17. **Time Records Requirement:** The applicant assures that, all project personnel funded through the VAWA grant (federal or local funds) will maintain timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to DPS upon request.
18. **Claims that are Late:** Subrecipients assure the Claim for Reimbursement, Detail of Expenditures, and supporting documentation will be submitted by the 5th of each month. If specified due date falls on a weekend or holiday, the Claim must be received by the first working day after the weekend or holiday. Claims submitted after deadline will not be processed until the following month. Claims are due each month whether or not the subrecipient expended any grant or local match funds.

Failure to submit the required forms on time shall be taken as failure to adhere to the terms of the subaward and may result in the delay of reimbursement and/or termination of the subaward.
19. **Timely Reporting:** Subrecipients assure that expenses will be submitted within 60 days from the time the expense was incurred. The Missouri Department of Public Safety reserves the right to deny reimbursement of any expense that falls outside the 60 day requirement.
20. **Claims with Errors:** Subrecipients assure that accurate claims will be submitted. If a Claim is submitted with errors, the Claim may be negotiated for corrections. If the errors are not corrected after two (2) negotiations, the Claim may be withdrawn and not paid. If a Claim is withdrawn due to errors, a correspondence will be sent to the Authorized Official and Project Director.
21. **Annual Performance Report:** The Subrecipient agrees to provide information on the activities supported and an assessment of the effects that the VAWA victim assistance funds have had on services to crime victims for a one year period. That period will January 1 through December 31. This information will be submitted annually on the DPS "VAWA Annual Performance Report" no later than 30 days following the end date of the reporting period each year.
22. **Match:** State and local units of government are required to provide 25% of the total project cost as match. Match may be provided in the form of cash or in-kind match. All funds designated as match are restricted to the same uses as the STOP VAWA program funds and must be expended within the grant period. Match must be provided on a project-by-project basis. Matching funds are not required for any victim service provider, victim service providers may voluntarily provide match on the STOP VAWA grant.

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23. **Renewal:** A subaward, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any subaward commitment in excess of the original subaward period contained in such a subaward. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such subaward on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the subaward, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.
24. **Financial Statements:** All non-profit subrecipients of STOP VAWA funding under this award are required to make their financial statements available online (either on the Missouri Department of Public Safety's, the subrecipient's, or another publicly available website). DPS will consider subrecipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

The Subrecipient hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the Notice of Funding Opportunity packet.

AUTHORIZED OFFICIAL SIGNATURE:

Frank White, Jr., County Executive

Date: _____

PROJECT DIRECTOR SIGNATURE:

Jill Icenhower

Date: _____

Authorized Official Initials: _____

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing section 664. Jackson County Code, 1984 relating to minority- and women-owned business enterprise programs, and enacting, in lieu thereof, one new section relating to the same subject.

ORDINANCE NO. 5087, March 19, 2018

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, by Ordinance 4636, dated June 30, 2014, the Legislature did authorize the adoption of an interim minority- and women-owned business enterprise (MBE/WBE) program; and,

WHEREAS, Ordinance 4636, as codified in section 664 of the Jackson County Code, directed that on or before the sunset date of December 31, 2017, reports be compiled and reviewed to determine whether the County has a compelling interest in continuing narrowly tailored remedies to redress discrimination against MBEs or WBEs so that the County will not function as a passive participant in a discriminatory marketplace; and,

WHEREAS, section 664 also directed that qualified experts be retained to prepare a disparity study regarding the existence and effects of any history of discrimination in contracting; and,

WHEREAS, on August 9, 2017, the County's retained expert, Colette Holt and Associates, presented its report to the County; and,

WHEREAS, by ordinance 5059, dated December 4, 2017 sunset date was extended to allow additional time to review these reports; and,

WHEREAS, an ad hoc committee was established to review the reported and recommend an additional extension to allow time for drafting and adopting a new permanent ordinance; and,

WHEREAS, said extension is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause. Section 664., Jackson County Code, 1984, is hereby repealed, and one new section enacted in lieu thereof, to be known as section 664., to read as follows:

664. Interim Program Review and Sunset.

664.1 The County Legislature shall receive quarterly and annual reports from the CRO detailing the County's performance under this chapter.

664.2 The County Legislature will review these reports, including the County's progress toward eliminating discrimination in its contracting activities and

marketplace.

664.3 The County will retain qualified experts to develop evidence to assist the County in evaluating whether it has a continuing compelling interest in remedying discrimination against MBEs and WBEs in its construction marketplace, and the permissible scope of any narrowly tailored remedies.

664.4 On or before the sunset date of this chapter, the County shall review the results of this evidence gathering, to determine whether it has a compelling interest in continuing narrowly tailored remedies to redress discrimination against MBEs or WBEs so that the County will not function as a passive participant in a discriminatory marketplace.

664.5. Sections 601. through 664. of this chapter shall sunset on **[March 31]** June 30, 2018.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor

County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5087 introduced on March 19, 2018, was duly passed on _____, 2018 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.5087.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, March 19, 2018, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri and to discuss a sealed proposal and documents related to a negotiated contract under section 610.021(12) of the Revised statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 19773, March 19, 2018

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, March 19, 2018, during the regularly scheduled meeting of the Legislature; and,

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


WHEREAS, the purposes of such closed meeting is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, and/or litigation and to discuss a sealed proposal and documents related to a negotiated contract; and,

WHEREAS, such closed meeting is allowable under sections 610.021(1) and 610.021(12) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, March 19, 2018, pursuant to sections 610.021(1) and 610.021 (12), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19773 of March 19, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding twelve-month term and supply contracts for the furnishing of golf course chemicals and fertilizers for use by the Parks + Rec Department to Helena Chemical Co. of Shawnee, KS, Reinders, Inc., of Olathe, KS, SiteOne Landscape Supply of Cleveland, OH, Grass Pad, Inc., of Olathe, KS and Supreme Turf Products of Olathe, KS, under the terms and conditions of Invitation to Bid No. 3-18.

RESOLUTION NO. 19774, March 19, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Department of Finance and Purchasing has solicited bids on Invitation to Bid No. 3-18 for the furnishing of golf course chemicals and fertilizers for use by the Parks + Rec Department; and,

WHEREAS, a total of twenty-two notifications were distributed and six responses were received; and,

WHEREAS, following evaluation of the bids submitted, the Department of Finance and Purchasing recommends that the contract be divided and awarded to the vendors submitting the lowest bid for each item; and,

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

Helena Chemical Company, Shawnee, KS

Reinders, Inc., Olathe, KS

SiteOne Landscape Supply, Cleveland, OH

Supreme Turf Products, Olathe, KS

Grass Pad, Inc., Olathe, KS

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Department of Finance and Purchasing and that the Department 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 Department of Finance and Purchasing is authorized to make all payments, including final payment on the contracts, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19774 of March 19, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino
Clerk of Legislature

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

3/15/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19774

Sponsor(s): Tony Miller

Date: March 19, 2018

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract for the furnishing of Golf Course Chemicals and Fertilizers for the Parks + Rec Department to Helena Chemical of Shawnee, KS; Reinders, Inc. of Olathe, KS; SiteOne Landscape Supply of Cleveland, OH; Grass Pad, Inc. of Olathe, KS; and Supreme Turf Products of Olathe, KS under the terms and conditions of Invitation to Bid No. 78-16.</u></p>												
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Parks + Rec Estimated Use: \$75,000.00</p> <p>Requesting approval by the Legislature of the term and supply contract; the funds were already appropriated through the annual budget adoption. Estimated usage figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:			
Amount authorized by this legislation this fiscal year:													
Amount previously authorized this fiscal year:													
Total amount authorized after this legislative action:													
Amount budgeted for this item * (including transfers):													
Source of funding (name of fund) and account code number:													
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): 19358 (January 30, 2017); 19110 (March 28, 2016)</p>												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Katie Bartle, Senior Buyer, 881-3465</p>												
<p>REQUEST SUMMARY</p>	<p>The Parks + Rec Department requires a term and supply contract for the furnishing of Golf Course Chemicals and Fertilizers. The Purchasing Department issued Invitation to Bid No. 3-18 in response to those requirements.</p> <p>A total of thirty-two notifications were distributed with six responses received and evaluated. Attached is a Recap of Bids Received. The following split award is recommended for the lowest and best bidder meeting specifications:</p> <table> <tr> <td>BIDDER:</td> <td>ITEMS RECOMMENDED FOR AWARD:</td> </tr> <tr> <td>Helena Chemical of Shawnee, KS</td> <td>#12, #15, #19, #21, #23</td> </tr> <tr> <td>Reinders Inc of Olathe, KS</td> <td>#10, #11, #17</td> </tr> <tr> <td>SiteOne Landscape Supply, Cleveland, OH</td> <td>#1, #13, #14, #16, #27, #29</td> </tr> <tr> <td>Supreme Turf, Olathe, KS</td> <td>#2, #3, #4, #6, #7, #8, #22, #24, #25, #28, #30</td> </tr> <tr> <td>Grass Pad, Inc., Olathe, KS</td> <td>#5, #9, #26, #31</td> </tr> </table> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Department of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract for the furnishing of Golf Course Chemicals and Fertilizers for the Parks + Rec Department to Helena Chemical of Shawnee, KS; Reinders, Inc. of Olathe, KS; SiteOne Landscape Supply of Cleveland, OH; Grass Pad, Inc. of Olathe, KS; and Supreme Turf Products of</p>	BIDDER:	ITEMS RECOMMENDED FOR AWARD:	Helena Chemical of Shawnee, KS	#12, #15, #19, #21, #23	Reinders Inc of Olathe, KS	#10, #11, #17	SiteOne Landscape Supply, Cleveland, OH	#1, #13, #14, #16, #27, #29	Supreme Turf, Olathe, KS	#2, #3, #4, #6, #7, #8, #22, #24, #25, #28, #30	Grass Pad, Inc., Olathe, KS	#5, #9, #26, #31
BIDDER:	ITEMS RECOMMENDED FOR AWARD:												
Helena Chemical of Shawnee, KS	#12, #15, #19, #21, #23												
Reinders Inc of Olathe, KS	#10, #11, #17												
SiteOne Landscape Supply, Cleveland, OH	#1, #13, #14, #16, #27, #29												
Supreme Turf, Olathe, KS	#2, #3, #4, #6, #7, #8, #22, #24, #25, #28, #30												
Grass Pad, Inc., Olathe, KS	#5, #9, #26, #31												

	Olathe, KS under the terms and conditions of Invitation to Bid No. 3-18 as the lowest and best bidders meeting specifications for each item.	
	This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.	
CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Abstract of Bids; Recap of Bids Received; Memorandum from Bob McMillin, Parks + Rec; and the pertinent pages of each recommended vendor's bid.	
REVIEW	Department Director: <i>[Signature]</i>	Date: 3-7-18
	Finance (Budget Approval): If applicable <i>[Signature]</i>	Date: 3/8/18
	Division Manager: <i>[Signature]</i>	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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



**JACKSON COUNTY
Parks + Rec**

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

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

To: Katie M. Bartle – Senior Buyer
From: Bob McMillin – Supt. Golf/Marina’s
CC: Russell – Golf Course Supervisor
RE: Bid 3-18 Golf Chemical & Fertilizer

Attached is the recommendation for Bid No. 3-18 Golf Course Chemical & Fertilizer along with the master spreadsheet & line item bid award for your review.

Reinders	\$ 5,250
Site One	\$26,625
Helena	\$19,125
Supreme	\$15,750
Grass Pad	\$ 8,250
American Midwest	\$ <u>0</u>
	\$75,000

Items Awarded:

- Reinders #10, #11, #17
- Site One #1, #13, #14, #16, #27, #29
- Helena #12, #15, #19, #21, #23
- Supreme #2, #3, #4, #6, #7, #8, #22, #24, #25, #28, #30
- Grass Pad – #5, #9, #26, #31

American Midwest – No Items

*Price to high – Will not award #18, #20

Contact Russell or myself with further questions!

Thanks You,

Bob

NO	DESCRIPTION	UNIT	QTY	SiteOne	American	Helena	Reinders	Grass Pad	Supreme
				Landscape	Midwest Distributors	Chemical	AMOUNT	AMOUNT	AMOUNT
				AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1.0	Grand Total, Items 1-31			\$120,398.32	See bid	See bid	\$13,112.18	See bid	\$10,576.30

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED
 ON: 2/20/18 BY
 Ashley Burke
 CLERK OF THE LEGISLATURE
 Executive Assistant
 PURCHASING

Bid No: 3-18

Commodity: Golf Course Chemicals

Vendor: Grass Pad, Inc.

Bid Recap

Quote

REQUIRED SUBMITTALS	Y/N	Item #	Item Name	QTY	Unit	Manufacturer	Amount
Contract Signed Affidavit	Y	1.0	.067 Acelepryn 50% Uflexx SGN 150	50	LB	EC GROW	\$ 28.10
Compliance Review	Y	2.0	29-4-12	50	LB	EC GROW	\$ 12.19
Certificate of Compliance	N	3.0	19-0-19 with Iron (fairway fertilizer)	50	LB	EC GROW	\$ 13.55
Statement of Contractor's Qualification	Y	4.0	32-0-8	50	LB	EC GROW	\$ 12.90
Acknowledgement of Receipt of Addenda	Y	5.0	Admiral (pond die)	1	GAL	Select Source	\$ 31.00
Bidder's Quote	Y	6.0	Barricade .28 41-0-0	50	LB	EC GROW	\$ 31.70
Bidder's Exceptions	N	7.0	Bayleton 50				NO BID
Contractor's Utilization Plan	Y	8.0	BCMU 18-4-18 (greens grade)				NO BID
	Y	9.0	Bensulide	2.5	GAL	PBI / Gordon	\$ 269.90
		10.0	Daconil Action	2.5	GAL	Primera One ETQ	\$ 125.00
		11.0	Daconil Zn	2.5	GAL	Sipcam Rotam	\$ 109.00
		12.0	Headway				NO BID
		13.0	Heritage				NO BID
		14.0	Drive XLR8	0.5	GAL	BASF	\$ 59.80
		15.0	Kickstand				NO BID
		16.0	Lesco High Manganese Combo				NO BID
		17.0	Momentum	2.5	GAL	PBI / Gordon	\$ 129.00
		18.0	PhACID				NO BID
		19.0	Revert	2.5	GAL	Quest Products	\$ 89.00
		20.0	Revolver	87	OZ	Bayer	\$ 571.20
		21.0	Ronstar				NO BID
		22.0	Round Up	2.5	GAL	Albaush Turf-Tech	\$ 32.40
		23.0	Scimitar				NO BID
		24.0	Sevin SL				NO BID
		25.0	Signature (fungicide)	5.5	LB	Bayer	\$ 156.25
		26.0	Speed Zone	2.5	GAL	PBI / Gordon	\$ 170.60
		27.0	Nucleus 0-0-21				NO BID
		28.0	Trimmit				NO BID
		29.0	Urea	50	LB	EC GROW	\$ 12.90
		30.0	Xzemplar	114	OZ	BASF	\$ 1,782.96
		31.0	Zylam	1	QT	PBI / Gordon	\$ 115.00

Contracts: See attached.

References: See attached.

Bid No: 3-18

Commodity: Golf Course Chemicals

Vendor: Reinders

REQUIRED SUBMITTALS		Quote							
Yes/No	Item #	Item Name	QTY	Unit	Manufacturer	Amount			
Y	1.0	.067 Acelepryn 50% Uflexx SGN 150	50	LB	EC GROW	\$ 37.60			
Y	2.0	29-4-12	50	LB	EC GROW	\$ 15.40			
Y	3.0	19-0-19 with Iron (fairway fertilizer)	50	LB	EC GROW	\$ 14.50			
Y	4.0	32-0-8	50	LB	EC GROW	\$ 13.38			
Y	5.0	Admiral (pond die)	1	GAL	Precision Labs	\$ 39.99			
Y	6.0	Barricade .28 41-0-0	50	LB	EC GROW	\$ 26.90			
Y	7.0	Bayleton 50	4x4x5.5 OZ	CASE	Bayer	\$ 499.00			
Y	8.0	BCMUMU 18-4-18 (greens grade)	50	LB	EC GROW	\$ 36.92			
N	9.0	Bensulide	2.5	GAL	PBI / Gordon	\$ 282.36			
	10.0	Daconil Action	2X2.25 GAL	CASE	Syngenta	\$ 435.00			
	11.0	Daconil Zn	2X2.25 GAL	CASE	Syngenta	\$ 345.00			
	12.0	Headway	10	GAL	Syngenta	\$ 4,060.00			
	13.0	Heritage	6	LB	Syngenta	\$ 1,902.00			
	14.0	Drive XLR8	0.5	GAL	BASF	\$ 61.50			
	15.0	Kickstand	25	LB	Quest	\$ 83.50			
	16.0	Lesco High Manganese Combo	2.5	GAL	Quest	\$ 33.50			
	17.0	Momentum	2.5	GAL	QualiPro	\$ 112.50			
	18.0	PhACID	5	GAL	Mitchell Products	\$ 232.48			
	19.0	Revert	2.5	GAL	Loveland/Numerator	\$ 235.00			
	20.0	Revolver	87	OZ	Bayer	\$ 577.00			
	21.0	Ronstar	40	LB	Howard Johnsons	\$ 63.68			
	22.0	Round Up	2.5	GAL	Monsanto	\$ 32.91			
	23.0	Scimitar	32	OZ	Syngenta	\$ 133.95			
	24.0	Sevin SL	2.5	GAL	Bayer	\$ 103.60			
	25.0	Signature (fungicide)	5.5	LB	Bayer	\$ 160.00			
	26.0	Speed Zone	2.5	GAL	PBI / Gordon	\$ 185.00			
	27.0	Nucleus 0-0-21	30	GAL	Mears	\$ 336.50			
	28.0	Trimmit	2.5	GAL	Syngenta	\$ 1,012.50			
	29.0	Urea	50	LB	Mears	\$ 12.55			
	30.0	Xzemplar	114	OZ	BASF	\$ 1,782.96			
	31.0	Zylam	2.7	LB	PBI / Gordon	\$ 245.00			

Contracts: See attached

References: See attached.

Bid No: 3-18

Commodity: Golf Course Chemicals

Vendor: American Midwest Distributors

		Quote						
Bid Recap		Yes/No	Item #	Item Name	QTY	Unit	Manufacturer	Amount
REQUIRED SUBMITTALS								
Contract Signed		Y	1.0	.067 Acelepryn 50% Uflexx SGN 150				NO BID
Affidavit		Y	2.0	29-4-12	50	LB	Howard Johnson	\$17.50
Compliance Review		Y	3.0	19-0-19 with Iron (fairway fertilizer)	50	LB	Howard Johnson	\$ 20.00
Certificate of Compliance		N	4.0	32-0-8	50	LB	Howard Johnson	\$ 19.00
Statement of Contractor's Qualification		Y	5.0	Admiral (pond die)				NO BID
Acknowledgement of Receipt of Addenda		Y	6.0	Barricade .28 41-0-0				NO BID
Bidder's Quote		Y	7.0	Bayleton 50				NO BID
Bidder's Exceptions		Y	8.0	BCMU 18-4-18 (greens grade)				NO BID
Contractor's Utilization Plan		Y	9.0	Bensulide				NO BID
			10.0	Daconil Action				NO BID
			11.0	Daconil Zn				NO BID
			12.0	Headway				NO BID
			13.0	Heritage				NO BID
			14.0	Drive XLR8				NO BID
			15.0	Kickstand				NO BID
			16.0	Lesco High Manganese Combo				NO BID
			17.0	Momentum				NO BID
			18.0	PhACID				NO BID
			19.0	Revert				NO BID
			20.0	Revolver				NO BID
			21.0	Ronstar				NO BID
			22.0	Round Up				NO BID
			23.0	Scimitar				NO BID
			24.0	Sevin SL				NO BID
			25.0	Signature (fungicide)				NO BID
			26.0	Speed Zone	12x20 OZ	Case	PBI Gordon	\$ 24.95
			27.0	Nucleus 0-0-21				NO BID
			28.0	Trimmit				NO BID
			29.0	Urea	50	LB	Howard Johnson	\$ 16.00
			30.0	Xzemplar				NO BID
			31.0	Zylam				NO BID
Contracts: None given								
References: None given								

STATEMENT OF CONTRACTOR'S QUALIFICATIONS
(Complete in full, Use attachments if necessary)

Name of Bidder: <i>Helena Chemical Company</i>	
Address with Zip Code: <i>8215 Hedge Lane Terrace Shawnee, KS 66227</i>	
Federal Tax I.D. Number: <i>71-0293688</i>	
Check One: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>	
If SOLE PROPRIETORSHIP , state name, address and phone number of owner:	
If CORPORATION:	
Date of Incorporation: <i>1957</i>	Name of State(s) in which incorporated: <i>Delaware</i>
President's Name: <i>Mike McCarty</i>	Vice-President's Name: <i>Bill Salley</i>
Secretary's Name: <i>Jennifer Williams</i>	Treasurer's Name: <i>Roger Lewis</i>
If PARTNERSHIP:	
Is the Partnership: General <input type="checkbox"/> Limited <input type="checkbox"/> Association <input type="checkbox"/> (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your own staff:	
No. of Permanent Employees:	Geographical Limits of Operation:
No. of years in business:	
Have you ever done business under a different name: Yes <input type="checkbox"/> No <input type="checkbox"/> (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes <input type="checkbox"/> No <input type="checkbox"/> (Check one)	
If Yes, state where and why:	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes No (Check one)

If Yes, Explain:

List Completed Contracts within the Past Three Years, Including Amount of Each:

List of Current Contracts, Including Amount of Each:

Customer Reference (state name, address, and phone number):

List each subcontractor you plan to use if awarded the contract. If no, so state.

SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE

State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):

DBE STATUS Indicate status claimed:

- 1. Minority Owned Business (MBE) YES ___ NO X
 African American ___ Latino ___ Native American ___ Asian ___ Pacific Islander ___
- 2. Woman Owned Business (WBE) YES ___ NO X
- 3. Small Business YES ___ NO X

For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.

Prepared by (print or type): <i>John Sheehy</i>	Title: <i>Sales Representative</i>
Signature: <i>John K Sheehy</i>	Date: <i>2/19/13</i>

7.0 QUOTATION

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
1.	.067 Acelepryn 50% Uflexx SGN 150 Promate 17-0-2 40% PCU .067 Acelepryn Manufacturer: <u>Helena</u> Container Size: <u>50 lb bag</u>	15,000 pounds	\$ <u>25.33/bag</u>	No
2.	29-4-12 Manufacturer: _____ Container Size: _____	12,000 pounds	\$ <u>No Bid</u>	
3.	19-0-19 with Iron (fairway fertilizer) Promate 18-0-18 50% Duration 4% Fe Manufacturer: <u>Helena</u> Container Size: <u>50 lb bag</u>	10,000 pounds	\$ <u>13.29/bag</u>	No
4.	32-0-8 Promate 33-0-2 50% N-Fixx Manufacturer: <u>Helena</u> Container Size: <u>50 lb bag</u>	6,000 pounds	\$ <u>12.57/bag</u>	No
5.	Admiral (pond die) Manufacturer: _____ Container Size: _____	36 gallons	\$ <u>No Bid</u>	
6.	Barricade .28 41-0-0 Manufacturer: _____ Container Size: _____	20,000 pounds	\$ <u>No Bid</u>	
7.	Bayleton 50 Manufacturer: <u>Bayer</u> Container Size: <u>5.5 oz pkgs</u>	320 ounces	\$ <u>114.00/5.5 oz</u> pkgs	Yes
8.	BCMU 18-4-18 (greens grade) Manufacturer: _____ Container Size: _____	4,000 pounds	\$ <u>No Bid</u>	
9.	Bensulide <u>Bensumec 4 LF</u> Manufacturer: <u>PBI Gordon</u> Container Size: <u>2.5 gal</u>	60 gallons	\$ <u>274.45/2.5 gal</u>	Yes
10.	Daconil Action Manufacturer: <u>Syngenta</u> Container Size: <u>2.5 gal</u>	30 gallons	\$ <u>217.50/2.5</u> \$ <u>87.00/gal</u>	Yes
11.	Daconil Zn Manufacturer: <u>Syngenta</u> Container Size: <u>2.5 gal</u>	30 gallons	\$ <u>172.50/2.5</u> \$ <u>69.00/gal</u>	Yes

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
12.	Headway Manufacturer: <u>Syngenta</u> Container Size: <u>10 gal link pak</u>	40 gallons	\$ <u>4,060.00/10 gal</u> 406.00/gal	Yes
13.	Heritage Manufacturer: <u>Syngenta</u> Container Size: <u>1 lb or 6 lb container</u>	60 pounds	\$ <u>317.00/16</u>	Yes
14.	Drive XLR8 Manufacturer: <u>BASF</u> Container Size: <u>.5 gal</u>	60 gallons	\$ <u>60.68/.5 gal</u>	Yes
15.	Kickstand Manufacturer: <u>Helena</u> Container Size: <u>50 lb bag</u>	2,000 pounds	\$ <u>100.00/50 lb</u> bag	Yes
16.	Lesco High Manganese Combo Manufacturer: _____ Container Size: _____	60 gallons	\$ <u>No Bid</u>	
17.	Momentum <u>Alt. Battleship III</u> Manufacturer: <u>Helena</u> Container Size: <u>2.5 gal</u>	50 gallons	\$ <u>125.00/2.5 gal</u>	No
18.	PhACID Manufacturer: _____ Container Size: _____	20 gallons	\$ <u>No Bid</u>	
19.	Revert <u>Mr. Aristocracy</u> Manufacturer: <u>Helena</u> Container Size: <u>2.5 gal</u>	20 gallons	\$ <u>187.50/2.5</u> gal	No
20.	Revolver Manufacturer: <u>Bayer</u> Container Size: <u>87 oz bottle</u>	20 gallons	\$ <u>577.00/87.02</u> bottle	Yes
21.	Ronstar G Manufacturer: <u>Bayer</u> Container Size: <u>50 lb bag</u>	200 pounds	\$ <u>70.00/50 lb</u> bag	Yes
22.	Round Up <u>Ranger Pro</u> Manufacturer: <u>Monsanto</u> Container Size: <u>2.5 gal</u>	40 gallons	\$ <u>31.90/2.5 gal</u> 12.76/gal	Yes

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
23.	Scimitar Manufacturer: <u>Syngenta</u> Container Size: <u>1 quart</u>	6 gallons	\$ <u>130.45/quart</u>	Yes
24.	Sevin SL Manufacturer: _____ Container Size: _____	20 gallons	\$ <u>No Bid</u>	
25.	Signature (fungicide) Xtra Stressgard Manufacturer: <u>Bayer</u> Container Size: <u>5.5 lb bottle</u>	22 pounds	\$ <u>160.00/5.5 lb bottle</u>	Yes
26.	Speed Zone Manufacturer: <u>PBI Gordon</u> Container Size: <u>2.5 gal</u>	40 gallons	\$ <u>174.20/2.5</u> <u>69.68/gal</u>	Yes
27.	Nucleus 0-0-21 Manufacturer: <u>Helena</u> Container Size: <u>5 gal bucket</u>	20 gallons	\$ <u>70.00/5 gal bucket</u> <u>14.00/gal</u>	Yes
28.	Trimmit Manufacturer: <u>Syngenta</u> Container Size: <u>2.5 gal</u>	5 gallons	\$ <u>1,012.50/2.5</u> <u>405.00/gal</u>	Yes
29.	Urea Manufacturer: <u>Helena</u> Container Size: <u>50 lb bag</u>	6,000 pounds	\$ <u>12.32/bag</u>	Yes
30.	Xzemplar Manufacturer: <u>BASF</u> Container Size: <u>114 oz & 11.4 oz bottles</u>	6 pounds	\$ <u>1,782.96/114oz</u> <u>205.20/11.4oz</u>	Yes
31.	Zylam Manufacturer: <u>PBI Gordon</u> Container Size: 114 oz & 11.4 oz bottles <u>1 quart</u>	40 pounds	\$ <u>115.00/quart</u>	Yes
GRAND TOTAL, ITEMS 1-31			\$	

7.0 QUOTATION - CONTINUED

Shop Location(s): 8215 Hedge Lane Terrace Shawnee, KS 66227

Days & Hours of Operation: M-F 8-5 pm

Point of Contact Name: John Sheeher

Point of Contact Phone: 913-424-6143

Purchase Order Email Address: sheeherj@helenachemical.com

CERTIFICATION

SIGNATURE: <u>John K. Sheeher</u>	DATE: <u>2/19/13</u>
NAME: <u>John Sheeher</u> (Print or Type)	PHONE: <u>913 441-0676</u>
TITLE: <u>Sales Representative</u> (Print or Type)	MOBILE: <u>913 424-6143</u>
COMPANY NAME: <u>Helen's Chemical Company</u> (Print or Type)	FAX: <u>913 441-0522</u>
EMAIL ADDRESS: <u>sheeherj@helenachemical.com</u> (Print or Type)	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS
(Complete in full, Use attachments if necessary)

Name of Bidder: SiteOne Landscape Supply	
Address with Zip Code: Bids • 1385 East 36th Street / Local • 13416 S. Us Highway 71 Dept. • Cleveland, Ohio 44114 / Branch • Grandview, MO 64030	
Federal Tax I.D. Number: 36-4485550	
Check One: Corporation <input type="checkbox"/> (LLC.) Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>	
If SOLE PROPRIETORSHIP , state name, address and phone number of owner: 	
If CORPORATION :	
Date of Incorporation: 5-11-2001	Name of State(s) in which incorporated: DE
President's Name: See attached	Vice-President's Name: See attached
Secretary's Name:	Treasurer's Name:
If PARTNERSHIP :	
Is the Partnership: General Limited Association (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your own staff: 100%	
No. of Permanent Employees: 3000+	Geographical Limits of Operation:
No. of years in business: 17	
Have you ever done business under a different name: <input checked="" type="radio"/> Yes No (Check one)	
If Yes, give Name and Location: John Deere Landscapes (Nationwide)	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes <input checked="" type="radio"/> No (Check one)	
If Yes, state where and why:	



The names and addresses of all individuals serving on the Board of Directors or comparable body of the contractor or vendor:

Doug Black	Chairman of the Board	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
William W. Douglas, III	Lead Director	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Roy Dunbar	Director	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Michael J. Grebe	Director	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Jeri L. Isbell	Director	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Paul S. Pressler	Director	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
David H. Wasserman	Director	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Jack L. Wyszomierski	Director	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076

The names and addresses of all corporate officers of the contractor or vendor:

Ross Anker	Executive Vice President, Category Management, Marketing & IT	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Doug Black	President & Chief Executive Officer	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Jon Breviu	Associate General Counsel and Assistant Secretary	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Jason Brewster	Regional Vice President, Region 8	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Briley Brisendine	Executive Vice President, General Counsel & Secretary	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Dave Brower	Vice President, Marketing	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Steve Caringella	Regional Vice President, Region 10	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Pascal Convers	Executive Vice President, Strategy & Development & Investor Relations	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Frank De Rosa	Regional Vice President, Region 9	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
John DeYoung	Vice President, Strategy & Development	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Jeff Domenick	Regional Vice President, Regions 12 and 18	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Eric Elema	Vice President, Corporate Controller & Assistant Treasurer	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
John Guthrie	Executive Vice President, Chief Financial Officer & Assistant Secretary	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Lee Halverson	Vice President, Pricing & Business Intelligence	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Matt Hart	President, West Division	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Steven Jones	Regional Vice President, Region 3	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Jarold Justice	Regional Vice President, Region 2	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Jon Kerr	President, North Division	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Joe Ketter	Senior Vice President, Human Resources & Assistant Secretary	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Taylor Koch	President, South Division	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Sean Kramer	Vice President & Chief Information Officer	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Scott Macintyre	Regional Vice President, Region 4	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Ron Miller	Regional Vice President, Region 5	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Kevin Natella	Regional Vice President, Region 6	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Mark Nattinger	Regional Vice President, Region 7	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Gil Seco	Regional Vice President, Region 1 and 11	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Jim Slomka	Vice President, Sales	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Donald Smedberg	Vice President, Sales & Marketing	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076
Greg Weller	Senior Vice President, Supply Chain	300 Colonial Center Parkway, Suite 600, Roswell, GA 30076

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes No (Check one)

If Yes, Explain:

List Completed Contracts within the Past Three Years, Including Amount of Each:

Too many to list. We complete & are awarded hundreds of municipal contracts every year. Examples in your area: Jackson County, City of Missouri City, Kansas State

List of Current Contracts, Including Amount of Each:

Too many to list, See above

Customer Reference (state name, address, and phone number):

See attached

List each subcontractor you plan to use if awarded the contract. If no, so state.

SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
NONE			


State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):

We have ongoing contracts with Jackson County

DBE STATUS Indicate status claimed:

1. Minority Owned Business (MBE) YES ___ NO
 African American ___ Latino ___ Native American ___ Asian ___ Pacific Islander ___
2. Woman Owned Business (WBE) YES ___ NO
3. Small Business YES ___ NO

For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.

Prepared by (print or type): Keith McGinty	Title: Director
Signature: 	Date: 2-19-18

SITEONE LANDSCAPE SUPPLY REFERENCE PAGE

1 Pinellas County		Mike Guild	
Company Name P.O. Box 2942 Largo		Contact Person FL 33779	
Street Address (727) 638-2645 City		State Zip	
Telephone Fax		Email	
Supply and deliver landscaping & Irrigation supplies		guildm@pcsb.org	
Products or Services Purchased by the above Reference			
2 East Baton Rouge – Recreation & Park Commission		Michelle McKee	
Company Name P.O. Box 15887 Baton Rouge		Contact Person LA 70895	
Street Address (225) 273-6421 City		State Zip	
Telephone Fax		Email	
Supply and deliver landscaping supplies		mmckee@brec.org	
Products or Services Purchased by the above Reference			
3 City of Fort Walton Beach		Paul Eubanks	
Company Name 143 Hollywood Blvd. N.W. Fort Walton Beach		Contact Person FL 32549	
Street Address (850) 833-9523 City		State Zip	
Telephone Fax		Email	
Supply and deliver landscaping & Irrigation supplies		peubanks@fwb.org	
Products or Services Purchased by the above Reference			
4 City of Sioux Falls		Scott Rust	
Company Name 224 West 9 th Street City of Sioux Falls		Contact Person SD 57104	
Street Address (605) 367-8013 City		State Zip	
Telephone Fax		Email	
Supply and deliver landscaping & Irrigation supplies		srust@siouxfalls.org	
Products or Services Purchased by the above Reference			
5 City of Roanoke		Marcia Hammond	
Company Name 1802 Courtland Rd., NE Roanoke		Contact Person VA 24014	
Street Address (540) 853-1513 City		State Zip	
Telephone Fax		Email	
Supply and deliver landscaping & Irrigation supplies		marcia.hammond@roanokeva.gov	
Products or Services Purchased by the above Reference			

Government Agencies That Your Firm Has Done Business With:

All the above

7.0 QUOTATION

(A) - Agency listed item

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
* 1.	.067 Acelepryn 50% Uflexx SGN 150 Manufacturer: <u>LESco</u> Container Size: <u>50 LB. Bag</u>	15,000 pounds	\$ <u>0.50/LB.</u>	NO * Acelepryn 0.067% 8-0-0M
* 2.	29-4-12 Manufacturer: <u>LESco</u> Container Size: <u>50 LB. Bag</u>	12,000 pounds	\$ <u>0.3196/LB.</u>	NO * 28-5-12 35% Polyplus 1Fe
* 3.	19-0-19 with Iron (fairway fertilizer) Manufacturer: <u>LESco</u> Container Size: <u>50 LB. Bag</u>	10,000 pounds	\$ <u>0.3594/LB.</u>	NO * 18-0-18 50% Polyplus 4Fe MOPISOP F1
4.	32-0-8 Manufacturer: <u>LESco</u> Container Size: <u>50 LB. Bag</u>	6,000 pounds	\$ <u>0.3096/LB.</u>	Yes
5.	Admiral (pond die) Manufacturer: <u>BASF</u> Container Size: <u>1 Gal.</u>	36 gallons	\$ <u>40.99/gal</u>	Yes
* 6.	Barricade .28 41-0-0 Manufacturer: * <u>LESco</u> Container Size: <u>50 LB. Bag</u>	20,000 pounds	\$ <u>0.3504/LB.</u>	NO * Stonewall 0.29% 24-0-6 65% Polyplus
7.	Bayleton 50 WSP Manufacturer: <u>Bayer</u> Container Size: <u>4x5.5 oz.</u>	* <u>330</u> 320 ounces	\$ <u>6.1719/oz.</u>	Yes
8.	BCMU 18-4-18 (greens grade) Manufacturer: _____ Container Size: _____	4,000 pounds	\$ <u>NO BID</u>	
* 9.	Bensulide Manufacturer: <u>Pbi Gordon</u> Container Size: <u>2.5 Gal.</u>	60 gallons	\$ <u>116.188/gal.</u>	NO. * Bensumec 4F1
(A) 10.	Daconil Action Manufacturer: <u>Syngenta</u> Container Size: <u>2.5 Gal.</u>	30 gallons	\$ <u>87.00/gal.</u>	Yes (A) AGENCY
(A) 11.	Daconil Zn Manufacturer: <u>Syngenta</u> Container Size: <u>2.5 Gal.</u>	30 gallons	\$ <u>69.00/gal.</u>	Yes (A) AGENCY

* Alternate/Equal, see attached label

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
(A) 12.	Headway Manufacturer: <u>Syngenta</u> Container Size: <u>10 Gal. LINKPAK</u>	40 gallons	\$ <u>406.⁰⁰/Gal.</u>	Yes (A) AGENCY
(A) 13.	Heritage Manufacturer: <u>Syngenta</u> Container Size: <u>6 LBS.</u>	60 pounds	\$ <u>317.⁰⁰/LB.</u>	Yes (A) AGENCY
14.	Drive XLR8 Manufacturer: <u>BASF</u> Container Size: <u>4oz.</u>	60 gallons	\$ <u>102.⁰⁰/Gal.</u> (2x64oz)	Yes
15.	Kickstand Manufacturer: _____ Container Size: _____	2,000 pounds	\$ <u>NO BID</u>	
16.	Lesco High Manganese Combo Manufacturer: <u>LESKO</u> Container Size: <u>2.5 Gal.</u>	60 gallons	\$ <u>10.⁰⁰/Gal.</u>	Yes
17.	Momentum FX2 Manufacturer: <u>LESKO</u> Container Size: <u>2.5 Gal.</u>	50 gallons	\$ <u>58.⁸⁰/Gal.</u>	Yes
18.	PhACID Manufacturer: _____ Container Size: _____	20 gallons	\$ <u>NO BID</u>	
19.	Revert Manufacturer: _____ Container Size: _____	20 gallons	\$ <u>NO BID</u>	
20.	Revolver Manufacturer: <u>Bayer</u> Container Size: <u>1qt</u>	20 gallons	\$ <u>915.⁰⁴/Gal.</u> (4x1qt.)	Yes
21.	Ronstar Gran Manufacturer: <u>Bayer</u> Container Size: <u>50 LB. Bag</u>	200 pounds	\$ <u>1.7568/LB.</u>	Yes
* 22.	Round Up Manufacturer: <u>LESKO</u> Container Size: <u>2.5 Gal.</u>	40 gallons	\$ <u>18.⁰⁰/Gal.</u>	NO * Prosecutor PRO

(A) Agency listed item

* Alternate / Equal, see attached label

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
23.	Scimitar GC Freeze Manufacturer: <u>Syngenta</u> Container Size: <u>1qt.</u>	6 gallons	\$ <u>588.³⁶/gal.</u> (4x1qt.)	Yes
24.	Sevin SL Manufacturer: <u>LESCO</u> Container Size: <u>2.5 Gal.</u>	20 gallons	\$ <u>48.54/gal.</u>	Yes
25.	Signature (fungicide) Prodigy Manufacturer: <u>LESCO</u> Container Size: <u>5.5 LB.</u>	22 pounds	\$ <u>30.⁶⁰¹⁸/LB.</u>	Yes
26.	Speed Zone Manufacturer: <u>Pbi Gordon</u> Container Size: <u>2.5 Gal.</u>	40 gallons	\$ <u>76.³⁰/gal.</u>	Yes
* 27.	Nucleus 0-0-21 Manufacturer: <u>LESCO</u> Container Size: <u>2.5 Gal.</u>	20 gallons	\$ <u>14.⁸⁶/gal</u>	NO * LESCO Green Flo 0-0-25 175
(A) 28.	Trimmit Manufacturer: <u>Syngenta</u> Container Size: <u>2.5 Gal.</u>	5 gallons	\$ <u>405.⁰⁰/gal.</u>	Yes (A) AGENCY
29.	Urea 46-0-0 Manufacturer: <u>Mears Fertilizer, Inc.</u> Container Size: <u>50 LB. Bag</u>	6,000 pounds	\$ <u>0.²⁴/LB.</u>	Yes
(A) 30.	Xzemplar Manufacturer: <u>BASF</u> Container Size: <u>114 OZ.</u>	* <u>114oz. ea.</u> pounds	\$ <u>250.²⁴/LB.</u> (114oz ÷ 7.125)	Yes (A) AGENCY
31.	Zylam Manufacturer: <u>Pbi Gordon</u> Container Size: <u>2.7LB.</u>	* <u>40.5</u> 40 pounds	\$ <u>82.⁹⁸¹⁵/LB.</u>	Yes
GRAND TOTAL, ITEMS 1-31			\$ <u>120,398.³²</u> per est. qty total	See all attached labels

* Alternate/Equal, see attached label

(A) Agency listed item

7.0 QUOTATION - CONTINUED

Shop Location(s): ^{Local} Branch: 13416 S US Highway 71 Grandview, MO 64030


Days & Hours of Operation: Mon-Fri : 7am to 4:30pm

Point of Contact Name: Bids Dept. / Ken Harding - Sales Rep.

Point of Contact Phone: 216-706-9250 Cell: 913-208-6546

Purchase Order Email Address: bids@SiteOne.com

CERTIFICATION

SIGNATURE: 	DATE: 2-19-18
NAME: Keith McGinty (Print or Type)	PHONE: 216-706-9250
TITLE: Director (Print or Type)	Toll Free: 800-321-5325 MOBILE:
COMPANY NAME: SiteOne Landscape Supply (Print or Type)	FAX: 248-581-1433
EMAIL ADDRESS: bids@SiteOne.com (Print or Type)	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS
(Complete in full, Use attachments if necessary)

Name of Bidder: <u>SUPREME TURF PRODUCTS, INC. (COOP. HEADQUARTERS)</u>	
Address with Zip Code: <u>#5 CASSENS CT. FENTON MD 63026</u>	
Federal Tax I.D. Number: <u>43-1298580</u>	
Check One: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship	
If SOLE PROPRIETORSHIP , state name, address and phone number of owner:	
If CORPORATION:	
Date of Incorporation: <u>1983</u>	Name of State(s) in which incorporated: <u>MISSOURI</u>
President's Name: <u>DAVID SHIELDS</u>	Vice-President's Name: <u>NA</u>
Secretary's Name: <u>NA</u>	Treasurer's Name: <u>NA</u>
If PARTNERSHIP:	
Is the Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited <input type="checkbox"/> Association (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your own staff: <u>100%</u>	
No. of Permanent Employees: <u>16</u>	Geographical Limits of Operation: <u>MO, KS, IL, KY</u>
No. of years in business: <u>34</u>	
Have you ever done business under a different name: Yes <input type="checkbox"/> <u>No</u> (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes <input type="checkbox"/> <u>No</u> (Check one)	
If Yes, state where and why:	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes (No) (Check one)

If Yes, Explain:

List Completed Contracts within the Past Three Years, Including Amount of Each:

NA

List of Current Contracts, Including Amount of Each:

NA

Customer Reference (state name, address, and phone number):

FRED ARBONAS GC.
 11100 VIEW HIGH DR
 KC MO 64138 816 763-9552

List each subcontractor you plan to use if awarded the contract. If no, so state.

SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
NA			

State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):

NA

DBE STATUS Indicate status claimed:

- 1. Minority Owned Business (MBE) YES ___ NO X
 African American ___ Latino ___ Native American ___ Asian ___ Pacific Islander ___
- 2. Woman Owned Business (WBE) YES ___ NO X
- 3. Small Business YES ___ NO X

For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.

Prepared by (print or type): JOHN M. DIXON	Title: SALES REP
Signature: <i>John M. Dixon</i>	Date: 2/14/18

7.0 QUOTATION

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
1.	.067 Acelepryn 50% Uflexx SGN 150 Manufacturer: <u>EL GROW</u> Container Size: <u>50^{lb}</u>	15,000 pounds	\$ <u>35⁰⁰</u>	YES
2.	29-4-12 Manufacturer: <u>MEARS</u> Container Size: <u>50^{lb}</u>	12,000 pounds	\$ <u>11²⁵</u>	NO: MEARS 32-3-8
3.	19-0-19 with Iron (fairway fertilizer) Manufacturer: <u>MEARS</u> Container Size: <u>50^{lb}</u>	10,000 pounds	\$ <u>12⁰⁰</u>	NO: MEARS 20-0-20 30% XCU 2% Fe
4.	32-0-8 Manufacturer: <u>MEARS</u> Container Size: <u>50^{lb}</u>	6,000 pounds	\$ <u>11²⁵</u>	NO: MEARS 32-3-8
5.	Admiral (pond die) Manufacturer: <u>BASF</u> Container Size: <u>GALLON</u>	36 gallons	\$ <u>37⁰⁰</u>	YES
6.	Barricade .28 41-0-0 Manufacturer: <u>ANDERSONS</u> Container Size: <u>50^{lb}</u>	20,000 pounds	\$ <u>13¹⁰</u>	NO: ANDERSONS 13-0-0, 25% FERTILYN 28% BARRICADE
7.	Bayleton 50 Manufacturer: <u>BAYER</u> Container Size: <u>2.5 GALLONS (320oz)</u>	320 ounces	\$ <u>1365⁰⁰</u>	YES AGENCY PRICE
8.	BCMU 18-4-18 (greens grade) Manufacturer: <u>EL GROW</u> Container Size: <u>50^{lb}</u>	4,000 pounds	\$ <u>28⁵⁰</u>	YES
9.	Bensulide Manufacturer: <u>FBI GORDON</u> Container Size: <u>2.5 GALLONS</u>	60 gallons	\$ <u>270⁰⁰</u>	YES
10.	Daconil Action Manufacturer: <u>SYNGENTA</u> Container Size: <u>2.5 GALLONS</u>	30 gallons	\$ <u>217⁵⁰</u>	YES AGENCY PRICE
11.	Daconil Zn Manufacturer: <u>SYNGENTA</u> Container Size: <u>2.5 GALLONS</u>	30 gallons	\$ <u>172⁵⁰</u>	YES AGENCY PRICE

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
12.	Headway Manufacturer: <u>SYNBENTA</u> Container Size: <u>1 GALLON / 10 GALLON LINE PACK</u>	40 gallons	\$ <u>417⁰⁰ / GALLON</u> \$ <u>4060⁰⁰ / 10 GALLON</u>	YES AGENCY PRICE
13.	Heritage Manufacturer: <u>SYNBENTA</u> Container Size: <u>6[#]</u>	60 pounds	\$ <u>1902⁰⁰</u>	YES AGENCY PRICE
14.	Drive XLR8 Manufacturer: <u>BASF</u> Container Size: <u>0.5 GALLON</u>	60 gallons	\$ <u>60⁷⁵</u>	YES
15.	Kickstand Manufacturer: _____ Container Size: _____	2,000 pounds	\$ <u>NO BID</u>	NO BID
16.	Lesco High Manganese Combo Manufacturer: <u>GRUBB BROS</u> Container Size: <u>2.5 GALLONS</u>	60 gallons	\$ <u>117⁵⁰</u>	NO: GRUBB BROS. MN COMBO 52% MN
17.	Momentum Manufacturer: _____ Container Size: _____	50 gallons	\$ <u>NO BID</u>	NO BID
18.	PhACID Manufacturer: <u>AQUATEOLS</u> Container Size: <u>2.5 GALLONS</u>	20 gallons	\$ <u>175⁵⁵</u> LIST PRICE	NO: AQUATEOLS BLAST SPRAYABLE LABEL ATTACHED
19.	Revert Manufacturer: <u>AQUATEOLS</u> Container Size: <u>2.5 GALLONS</u>	20 gallons	\$ <u>143⁷⁵</u>	NO: AQUATEOL PRIMER SELECT LABEL ATTACHED
20.	Revolver Manufacturer: <u>BOYER</u> Container Size: <u>8702</u>	20 gallons	\$ <u>577⁰⁰</u>	YES AGENCY PRICE
21.	Ronstar Manufacturer: <u>BOYER</u> Container Size: <u>2.5 GALLONS</u>	200 pounds	\$ <u>412⁵⁰</u>	YES AGENCY PRICE WSP FORMULATION DISCONTINUED
22.	Round Up Manufacturer: <u>MONSANTO</u> Container Size: <u>2.5 GALLONS</u>	40 gallons	\$ <u>30⁰⁰</u>	NO: TRAUER PEO

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
23.	Scimitar Manufacturer: <u>SINBENTA</u> Container Size: <u>QUART</u>	6 gallons	\$ <u>135⁰⁰</u>	YES
24.	Sevin SL Manufacturer: <u>BAYER</u> Container Size: <u>2.5 GALLONS</u>	20 gallons	\$ <u>86⁰⁰</u>	YES
25.	Signature (fungicide) Manufacturer: <u>BAYER</u> Container Size: <u>44^{lb}</u>	22 pounds	\$ <u>1190⁰⁰</u>	YES AGENCY PRICE
26.	Speed Zone Manufacturer: <u>TBI GORDON</u> Container Size: <u>2.5 GALLON</u>	40 gallons	\$ <u>175⁰⁰</u>	YES
27.	Nucleus 0-0-21 Manufacturer: <u>GROWTH PRODUCTS</u> Container Size: <u>2.5 GALLONS</u>	20 gallons	\$ <u>53²⁰</u>	NO: GROWTH PRODUCTS 0-0-25 LABEL ATTACHED
28.	Trimmit Manufacturer: <u>SINBENTA</u> Container Size: <u>2.5 GALLONS</u>	5 gallons	\$ <u>1012⁵⁰</u>	YES AGENCY PRICE
29.	Urea Manufacturer: <u>MEARS</u> Container Size: <u>50^{lb}</u>	6,000 pounds	\$ <u>12⁰⁰</u>	YES
30.	Xzemplar Manufacturer: <u>BASE</u> Container Size: <u>114 OZ</u>	6 pounds	\$ <u>1782⁹⁶</u>	YES AGENCY PRICE
31.	Zylam Manufacturer: <u>TBI GORDON</u> Container Size: <u>QUART</u>	40 pounds	\$ _____	YES LIQUID ONLY FORMULATION AVAILABLE
GRAND TOTAL, ITEMS 1-31			\$ <u>10,576³⁰</u>	

7.0 QUOTATION - CONTINUED

Shop Location(s): 19928 W. 161ST St. SUITE E OLAHAE KS 66062

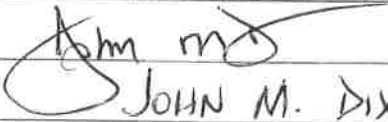
Days & Hours of Operation: MON-FRI 7:30 4:00

Point of Contact Name: JOHN DIXON

Point of Contact Phone: 913 829-3611 (OFFICE) 816 210-0071 (CELL)

Purchase Order Email Address: supremeturfkc@sbcglobal.net

CERTIFICATION

SIGNATURE: 	DATE: <u>2/14/18</u>
NAME: <u>JOHN M. DIXON</u> (Print or Type)	PHONE: <u>913 829-3611</u>
TITLE: <u>SALES REP</u> (Print or Type)	MOBILE: <u>816 210-0071</u>
COMPANY NAME: <u>SUPREME TURF PRODUCTS, INC.</u> (Print or Type)	FAX: <u>913 829-3611</u>
EMAIL ADDRESS: <u>supremeturfkc@sbcglobal.net</u> (Print or Type)	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS
 (Complete in full. Use attachments if necessary)

Name of Bidder: GRASS PAD INC.	
Address with Zip Code: 425 N. Pawhide Olathe KS. 66061	
Federal Tax I.D. Number: 48-1010751	
Check One: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>	
If SOLE PROPRIETORSHIP , state name, address and phone number of owner:	
If CORPORATION:	
Date of Incorporation: 1986	Name of State(s) in which incorporated:
President's Name: Jerry Moore	Vice-President's Name:
Secretary's Name:	Treasurer's Name: Nic Nelson
If PARTNERSHIP:	
Is the Partnership: General Limited Association (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your own staff: 100%	
No. of Permanent Employees: 149	Geographical Limits of Operation: MO, KS, NE, IA.
No. of years in business: 40 Plus	
Have you ever done business under a different name: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Check one)	
If Yes, state where and why:	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes No (Check one)

If Yes, Explain:

List Completed Contracts within the Past Three Years, Including Amount of Each:

Jackson Co. Parks & Rec. \$ 70,000.
 3000 Parks & Rec. \$ 30,000.
 Platte Co. Parks & Rec. \$ 30,000.

List of Current Contracts, Including Amount of Each:

Showne Co KS. \$ 150,000.
 MCCC \$ 30,000.
 Platte Co. Public Works \$ 40,000.

Customer Reference (state name, address, and phone number):

KCMO Water Gladys 4800 E 68th St. KC MO. 816-513-0171
 3000 Parks & Rec 7900 Renner Road 913-438-7275
 Wichita State Un. 1845 N. Fairmont Wichita KS. 316-978-3070

List each subcontractor you plan to use if awarded the contract. If no, so state.

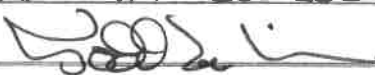
SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
N/A			

State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):

DBE STATUS Indicate status claimed:

1. Minority Owned Business (MBE) YES ___ NO
- African American ___ Latino ___ Native American ___ Asian ___ Pacific Islander ___
2. Woman Owned Business (WBE) YES ___ NO
3. Small Business YES ___ NO

For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.

Prepared by (print or type): <u>Todd Lee Winkelman</u>	Title: <u>Manager</u>
Signature: 	Date: <u>2-14-18</u>

7.0 QUOTATION

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
1.	.067 Acelepryn 50% Uflexx SGN 150 15-0-5 50% ExN 500 w/.067 Manufacturer: <u>EC Grow</u> Container Size: <u># 50</u>	15,000 pounds	\$ <u>28.¹⁰</u>	No
2.	29-4-12 Manufacturer: <u>EC Grow</u> Container Size: <u># 50</u>	12,000 pounds	\$ <u>12.¹⁹</u>	Yes
3.	19-0-19 with Iron (fairway fertilizer) Manufacturer: <u>EC Grow</u> Container Size: <u># 50</u>	10,000 pounds	\$ <u>13.⁵⁵</u>	Yes
4.	32-0-8 Manufacturer: <u>EC Grow</u> Container Size: <u># 50</u>	6,000 pounds	\$ <u>12.⁹⁰</u>	Yes
5.	Admiral (pond die) Manufacturer: <u>Select Source</u> Container Size: <u>#1 Gal</u>	36 gallons	\$ <u>31.⁰⁰</u>	NO.
6.	Barricade 28 41-0-0 29-0-0 100% PCSCU w/.28 Barr. Manufacturer: <u>EC Grow</u> Container Size: <u># 50</u>	20,000 pounds	\$ <u>31.⁷⁰</u>	NO.
7.	Bayleton 50 Manufacturer: _____ Container Size: _____	320 ounces	\$ <u>N/B</u>	
8.	BCMU 18-4-18 (greens grade) Manufacturer: _____ Container Size: _____	4,000 pounds	\$ <u>N/B</u>	
9.	Bensulide Manufacturer: <u>PBI / Gardon</u> Container Size: <u>2.5 gal</u>	60 gallons	\$ <u>269.⁹⁰</u>	Yes
10.	Daconil Action Manufacturer: <u>PrimeraOne ETQ</u> Container Size: <u>2.5 gal</u>	30 gallons	\$ <u>125.⁰⁰</u>	NO.
11.	Daconil Zn Manufacturer: <u>Sipcon Polam</u> Container Size: <u>Echo ZN 2.5 gal</u>	30 gallons	\$ <u>109.⁰⁰</u>	NO.

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
12.	Headway Manufacturer: _____ Container Size: _____	40 gallons	\$ <u>N/B</u>	
13.	Heritage Manufacturer: _____ Container Size: _____	60 pounds	\$ <u>N/B</u>	
14.	Drive XLR8 Manufacturer: <u>BASF</u> Container Size: <u>.5 gal</u>	60 gallons	\$ <u>59.⁸⁰</u>	<u>Yes</u>
15.	Kickstand Manufacturer: _____ Container Size: _____	2,000 pounds	\$ <u>N/B</u>	
16.	Lesco High Manganese Combo Manufacturer: _____ Container Size: _____	60 gallons	\$ <u>N/B</u>	
17.	Momentum <u>Foundation</u> Manufacturer: <u>PBI/Gordon</u> Container Size: <u>2.5 gal</u>	50 gallons	\$ <u>129.⁰⁰</u>	<u>NO.</u>
18.	PhACID Manufacturer: _____ Container Size: _____	20 gallons	\$ <u>N/B</u>	
19.	Revert <u>Down Pour</u> Manufacturer: <u>Quest Products</u> Container Size: <u>2.5 gal</u>	20 gallons	\$ <u>89.⁰⁰</u>	<u>NO.</u>
20.	Revolver Manufacturer: <u>Boyer</u> Container Size: <u>87 ounce</u>	20 gallons	\$ <u>571.²⁰</u>	<u>Yes.</u>
21.	Ronstar Manufacturer: _____ Container Size: _____	200 pounds	\$ <u>N/B</u>	
22.	Round Up <u>Gly Star Plus.</u> Manufacturer: <u>Albaugh Turf-Tech</u> Container Size: <u>2.5 gal</u>	40 gallons	\$ <u>32.⁴⁰</u>	<u>NO.</u>

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
23.	Scimitar Manufacturer: _____ Container Size: _____	6 gallons	\$ <u>N/B</u>	
24.	Sevin SL Manufacturer: _____ Container Size: _____	20 gallons	\$ <u>N/B</u>	
25.	Signature (fungicide) Manufacturer: <u>Bayer</u> Container Size: <u>#5.5</u>	22 pounds	\$ <u>156.²⁵</u>	Yes
26.	Speed Zone Manufacturer: <u>PBI/Gordon</u> Container Size: <u>2.5 gal</u>	40 gallons	\$ <u>170.⁶⁰</u>	Yes
27.	Nucleus 0-0-21 Manufacturer: _____ Container Size: _____	20 gallons	\$ <u>N/B</u>	
28.	Trimmit Manufacturer: _____ Container Size: _____	5 gallons	\$ <u>N/B</u>	
29.	Urea Manufacturer: <u>EC Grow</u> Container Size: <u>#50</u>	6,000 pounds	\$ <u>12.⁹⁰</u>	Yes
30.	Xzemplar Manufacturer: <u>BASF</u> Container Size: <u>11.4oz/or/114oz</u>	6 pounds	\$ <u>205.²⁰ / 1,782.⁹⁶</u>	Yes
31.	Zylam Manufacturer: <u>PBI/Gordon</u> Container Size: <u>1 gal.</u>	40 pounds	\$ <u>115.⁰⁰</u>	Yes
GRAND TOTAL, ITEMS 1-31			\$ <u>————</u>	

7.0 QUOTATION - CONTINUED

Shop Location(s): Berry Road MO, Lee's Summit MO, Olathe KS.,
Stilwell KS., Bonner Springs KS., Omaha NE.

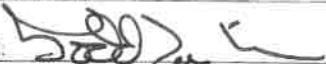
Days & Hours of Operation: M-F (8:00-6:00), S (8:00-5:00), S (10:00-4:00)

Point of Contact Name: Todd Lee Winkelman

Point of Contact Phone: 913-764-4100 / 913-660-3429

Purchase Order Email Address: todd@grosspad.com

CERTIFICATION

SIGNATURE: 	DATE: <u>2-14-18</u>
NAME: <u>Todd Lee Winkelman</u> (Print or Type)	PHONE: <u>913-764-4100</u>
TITLE: <u>Manager</u> (Print or Type)	MOBILE: <u>913-660-3429</u>
COMPANY NAME: <u>GRASS PAD INC.</u> (Print or Type)	FAX: <u>913-764-9200</u>
EMAIL ADDRESS: <u>todd@grosspad.com</u> (Print or Type)	

7.0 QUOTATION – CONTINUED

Shop Location(s): Barry Road MO, Lee's Summit MO, Olathe KS.,
Stilwell KS., Bonner Springs KS., Omaha NE.


Days & Hours of Operation: M-F (8:00-6:00), S (8:00-5:00), S (10:00-4:00)

Point of Contact Name: Todd Lee Winkelman

Point of Contact Phone: 913-764-4100 / 913-660-3429

Purchase Order Email Address: todd@grosspad.com

CERTIFICATION

SIGNATURE: 	DATE: <u>2-14-18</u>
NAME: <u>Todd Lee Winkelman</u> (Print or Type)	PHONE: <u>913-764-4100</u>
TITLE: <u>Manager</u> (Print or Type)	MOBILE: <u>913-660-3429</u>
COMPANY NAME: <u>GRASS PAD INC.</u> (Print or Type)	FAX: <u>913-764-9200</u>
EMAIL ADDRESS: <u>todd@grosspad.com</u> (Print or Type)	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS
(Complete in full, Use attachments if necessary)

Name of Bidder: <u>Reinders Inc</u>	
Address with Zip Code: <u>W227 N6225 Sussex Rd Sussex, WI 53089</u>	
Federal Tax I.D. Number: <u>39-0262349</u>	
Check One: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship	
If SOLE PROPRIETORSHIP , state name, address and phone number of owner:	
If CORPORATION :	
Date of Incorporation: <u>Sept 1946</u>	Name of State(s) in which incorporated: <u>WI</u>
President's Name: <u>Craig Reinders</u>	Vice-President's Name: <u>Mary Reinders</u>
Secretary's Name: <u>Lynn Hajdu</u>	Treasurer's Name: <u>Lynn Hajdu</u>
If PARTNERSHIP :	
Is the Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited <input type="checkbox"/> Association (Check one)	
Date of Organization:	
Name and addresses of all partners: <u>NA</u>	
1.	
2.	
3.	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your own staff: <u>100%</u>	
No. of Permanent Employees: <u>200</u>	Geographical Limits of Operation:
No. of years in business: <u>152 yrs</u>	
Have you ever done business under a different name: Yes <input type="checkbox"/> <input checked="" type="checkbox"/> No (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes <input type="checkbox"/> <input checked="" type="checkbox"/> No (Check one)	
If Yes, state where and why:	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes <input checked="" type="radio"/> No (Check one)			
If Yes, Explain:			
List Completed Contracts within the Past Three Years, Including Amount of Each: Jackson County Parks 60,000 Jackson County Parks 60,000 City of Overland Park 50,000			
List of Current Contracts, Including Amount of Each: <p style="text-align: center; font-size: 1.2em;">Same</p>			
Customer Reference (state name, address, and phone number): <p style="text-align: center; font-size: 1.2em;">Same</p>			
List each subcontractor you plan to use if awarded the contract. If no, so state.			
SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):			
DBE STATUS Indicate status claimed:			
1. Minority Owned Business (MBE) YES ___ NO <input checked="" type="checkbox"/>			
African American ___ Latino ___ Native American ___ Asian ___ Pacific Islander ___			
2. Woman Owned Business (WBE) YES ___ NO <input checked="" type="checkbox"/>			
3. Small Business YES ___ NO <input checked="" type="checkbox"/>			
For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.			
Prepared by (print or type): Lynn Hajda		Title: CFO	
Signature: <i>Lynn Hajda</i>		Date: 2-15-18	

7.0 QUOTATION

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
1.	.067 Acelepryn 50% Uflexx SGN 150 Manufacturer: <u>EC Grow, Syngenta</u> Container Size: <u>50 lb bag</u>	15,000 pounds	\$ <u>37.60</u>	Yes
2.	29-4-12 Manufacturer: <u>EC Grow</u> Container Size: <u>50 lb bag</u>	12,000 pounds	\$ <u>15.40</u>	No
3.	19-0-19 with Iron (fairway fertilizer) Manufacturer: <u>EC Grow</u> Container Size: <u>50 lb bag</u>	10,000 pounds	\$ <u>14.50</u>	No
4.	32-0-8 Manufacturer: <u>EC Grow</u> Container Size: <u>50 lb bag</u>	6,000 pounds	\$ <u>13.38</u>	Yes
5.	Admiral (pond die) Manufacturer: <u>Precision Lakes</u> Container Size: <u>1 gal</u>	36 gallons	\$ <u>39.99</u>	No
6.	Barricade .28 41-0-0 Manufacturer: <u>EC Grow</u> Container Size: <u>50 lb bag</u>	20,000 pounds	\$ <u>26.90</u>	Yes
7.	Bayleton 50 Manufacturer: <u>Bayer</u> Container Size: <u>4x4x5.5oz CASE</u>	320 ounces	\$ <u>499.00</u>	Yes
8.	BCMU 18-4-18 (greens grade) Manufacturer: <u>EC Grow</u> Container Size: <u>50 lb bag</u>	4,000 pounds	\$ <u>36.92</u>	No
9.	Bensulide Manufacturer: <u>PBI Gordon</u> Container Size: <u>2.5 gal</u>	60 gallons	\$ <u>282.36</u>	Yes
10.	Daconil Action Manufacturer: <u>Syngenta</u> Container Size: <u>2x2.5gal CASE</u>	30 gallons	\$ <u>435.00</u>	Yes
11.	Daconil Zn Manufacturer: <u>Syngenta</u> Container Size: <u>2x2.5gal CASE</u>	30 gallons	\$ <u>345.00</u>	Yes

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
12.	Headway Manufacturer: <u>Syngenta</u> Container Size: <u>10 gal Link Pak</u>	40 gallons	\$ <u>4060.00</u>	Yes
13.	Heritage Manufacturer: <u>Syngenta</u> Container Size: <u>6 lb container</u>	60 pounds	\$ <u>1902.00</u>	Yes
14.	Drive XLR8 Manufacturer: <u>BASF</u> Container Size: <u>64oz jug</u>	60 gallons	\$ <u>61.50</u>	Yes
15.	Kickstand Manufacturer: <u>Quest</u> Container Size: <u>25 lb bag</u>	2,000 pounds	\$ <u>83.50</u>	No
16.	Lesco High Manganese Combo Manufacturer: <u>Quest</u> Container Size: <u>2.5 gal</u>	60 gallons	\$ <u>33.50</u>	No
17.	Momentum Manufacturer: <u>Quali Pro</u> Container Size: <u>2.5 gal</u>	50 gallons	\$ <u>112.50</u>	No
18.	PhACID Manufacturer: <u>Mitchell Products</u> Container Size: <u>5 gal jug</u>	20 gallons	\$ <u>232.48</u>	No
19.	Revert Manufacturer: <u>Loveland/Numerator</u> Container Size: <u>2.5 gal</u>	20 gallons	\$ <u>235.00</u>	Yes
20.	Revolver Manufacturer: <u>Bayer</u> Container Size: <u>87 oz bottle</u>	20 gallons	\$ <u>577.00</u>	Yes
21.	Ronstar Manufacturer: <u>Howard Johnsons</u> Container Size: <u>50 lb bag</u>	200 pounds	\$ <u>63.68</u>	No
22.	Round Up Manufacturer: <u>Monsanto / Proko 2</u> Container Size: <u>2.5 gal</u>	40 gallons	\$ <u>32.91</u>	No

NO	DESCRIPTION	EST QTY	UNIT PRICE	BID AS SPECIFIED, YES or NO
23.	Scimitar Manufacturer: <u>Syngenta</u> Container Size: <u>Quart (32 oz)</u>	6 gallons	\$ <u>133.95</u>	Yes
24.	Sevin SL Manufacturer: <u>Bayer</u> Container Size: <u>2.5 gal</u>	20 gallons	\$ <u>103.60</u>	Yes
25.	Signature (fungicide) Manufacturer: <u>Bayer</u> Container Size: <u>5.5 lb jug</u>	22 pounds	\$ <u>160.00</u>	Yes
26.	Speed Zone Manufacturer: <u>PBI/Gordon</u> Container Size: <u>2.5 gal</u>	40 gallons	\$ <u>185.00</u>	Yes
27.	Nucleus 0-0-21 Manufacturer: <u>Mears</u> Container Size: <u>30 gal drum</u>	20 gallons	\$ <u>336.50</u>	No
28.	Trimmit Manufacturer: <u>Syngenta</u> Container Size: <u>2.5 gal</u>	5 gallons	\$ <u>1012.50</u>	Yes
29.	Urea Manufacturer: <u>Mears</u> Container Size: <u>50 lb bag</u>	6,000 pounds	\$ <u>12.55</u>	Yes
30.	Xzemplar Manufacturer: <u>BASF</u> Container Size: <u>114 oz</u>	6 pounds	\$ <u>1782.96</u>	Yes
31.	Zylam Manufacturer: <u>PBI/Gordon</u> Container Size: <u>2.7 lb container</u>	40 pounds	\$ <u>245.00</u>	Yes
GRAND TOTAL, ITEMS 1-31			\$ 13,112.18	

7.0 QUOTATION - CONTINUED

Shop Location(s): 19942 W 162nd St, Ste D, Olathe, KS 66062

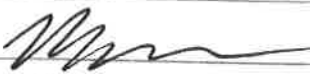
Days & Hours of Operation: M-F, 7:30am - 4:30pm

Point of Contact Name: Michael Maas

Point of Contact Phone: 913.217.0650

Purchase Order Email Address: mmaas@Reinders.com

CERTIFICATION

SIGNATURE: 	DATE: <u>01/29/18</u>
NAME: <u>Michael Maas</u> <small>(Print or Type)</small>	PHONE: <u>913.217.0650</u>
TITLE: <u>Territory Manager</u> <small>(Print or Type)</small>	MOBILE: <u>913.217.0650</u>
COMPANY NAME: <u>Reinders, Inc</u> <small>(Print or Type)</small>	FAX: <u>913.397.0085</u>
EMAIL ADDRESS: <u>mmaas@Reinders.com</u> <small>(Print or Type)</small>	

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the leasing of golf carts for use by the Parks + Rec Department, to M & M Golf Cars of Lee's Summit, MO, at a cost to the County not to exceed \$3,500.00.

RESOLUTION NO. 19775, March 19, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a need to lease golf carts for use at the campgrounds for the spring and summer season and for other events as needed; and,

WHEREAS, pursuant to section 1030.5 of the Jackson County Code, the Finance and Purchasing Department recommends the approval of the attached Special Event Lease Agreement with M & M Golf Cars of Lee's Summit for rental fees at an actual cost to the county not to exceed \$3,500.00; and,

BE IT RESOLVED that the Department of Finance and Purchasing, and is hereby, authorized to execute for the County the attached lease with M & M Golf Cars; and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19775 of March 19, 2018, was duly passed on _____, 2018 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: 300 1652 56790
ACCOUNT TITLE: Park Enterprise Fund
Registration & Permits
Other Contractual Services
NOT TO EXCEED: \$3,500.00

3/15/18

Date



Chief Administrative Officer


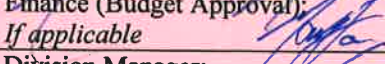
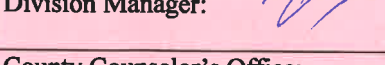

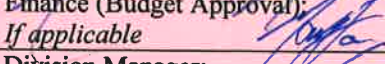
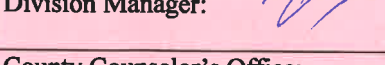

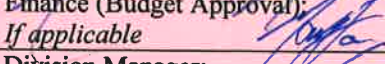
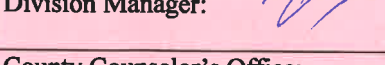
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19775

Sponsor(s): Tony Miller

Date: March 19, 2018

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>Authorizing the Finance and Purchasing Department to sign a Special Event Lease Agreement with M & M Golf Cars of Lee's Summit, Missouri for the Parks + Rec Department</u>												
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$3,500</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$3,500</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$3,500</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 300-1652-56790</td> <td></td> </tr> <tr> <td>Enterprise Fund, Registration & Campgrounds, Other Contractual Services</td> <td>\$3,500</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):	Amount authorized by this legislation this fiscal year:	\$3,500	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$3,500	Amount budgeted for this item * (including transfers):	\$3,500	Source of funding (name of fund) and account code number: 300-1652-56790		Enterprise Fund, Registration & Campgrounds, Other Contractual Services	\$3,500
Amount authorized by this legislation this fiscal year:	\$3,500												
Amount previously authorized this fiscal year:													
Total amount authorized after this legislative action:	\$3,500												
Amount budgeted for this item * (including transfers):	\$3,500												
Source of funding (name of fund) and account code number: 300-1652-56790													
Enterprise Fund, Registration & Campgrounds, Other Contractual Services	\$3,500												
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): 19438, March 27, 2017												
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253												
REQUEST SUMMARY	The Parks + Rec Department required a lease for the six month rental of Golf Cars for the Lake Jacomo, Longview and Blue Springs Campgrounds for April through September from M & M Golf Cars of Lee's Summit, Missouri. The Parks + Rec and the Finance and Purchasing Departments are seeking Legislative approval due to the indemnification language in the rental agreement, paragraph four. Pursuant to Section 1030.5 of the Jackson County Code, the Finance and Purchasing Department recommends the approval of the Special Event Lease Agreement with M & M Golf Cars of Lee's Summit as the rental fees will be \$3,500.												
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A												
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No goals assigned <input type="checkbox"/> VBE Goals												
ATTACHMENTS	Special Event Lease with M & M Golf Cars												
REVIEW	<table border="1"> <tr> <td>Department Director: </td> <td>Date: 3-17-18</td> </tr> <tr> <td>Finance (Budget Approval): If applicable </td> <td>Date: 3/9/18</td> </tr> <tr> <td>Division Manager: </td> <td>Date:</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>	Department Director: 	Date: 3-17-18	Finance (Budget Approval): If applicable 	Date: 3/9/18	Division Manager: 	Date:	County Counselor's Office:	Date:				
Department Director: 	Date: 3-17-18												
Finance (Budget Approval): If applicable 	Date: 3/9/18												
Division Manager: 	Date:												
County Counselor's Office:	Date:												

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

Fiscal Note:


This expenditure was included in the Annual Budget.

PC# _____

Date: March 9, 2018

RES # 19775

<u>Department / Division</u>	<u>Character/Description</u>	<u>Not to Exceed</u>
Park Enterprise Fund - 300		
1652 - Registration & Permits	56790 - Other Contractual Services	\$ 3,500
		\$ 3,500

 3/9/18
 Budget Officer

Special Event Lease Agreement - 1 Month to 1 Year

Lease agreement between M&M Golf Cars, LLC of Mexico, Lees Summit, and O'Fallon, Missouri
(LESSOR) and

Jackson County Parks & Recreation (LESSEE)

Address: 22801 Woods Chapel Rd Blue Springs, MO 64015

Lessor agrees to furnish golf cars (vehicles) to the above named Lessee:

From: aty (2) 4/01/18 Through: 10/31/18
aty (1) 4/01/18 9/30/18

#Of Cars	Price per Car	#Of Months	Extension
#Of Trucks <u>3</u>	Price per Truck <u>175</u>	#Of Months <u>20</u>	Extension <u>\$3500</u>
#Of 4-Pass	Price per 4-Pass	#Of Months	Extension
#Of 6-Pass	Price per 6-Pass	#Of Months	Extension
#Of A.D.A.	Price per ADA	#Of Months	Extension
#Of Amb.	Price per Amb	#Of Months	Extension
#Of Loads	Price per Load		Extension
			Sales Tax
Permit #			Fuel Surcharge
			TOTAL <u>\$3500</u>

Deliver to: Lake Joerny Langvicu & Blue Springs Lake Campgrounds

Lessee in consideration of the rental of the above vehicle(s), agrees to return the leased vehicle(s) immediately following the completion of the event in as good condition as received - normal wear being expected.

Lessee further agrees to pay for any damages that are sustained to the leased vehicle(s) while in Lessee's possession.

Lessee further agrees to pay for any damages to facilities or grounds caused by Lessee's use of leased vehicle(s).

Lessee further agrees to hold M&M Golf Cars, LLC harmless and to defend it from any and all claims for damages of any nature, whether to Lessee or to others that may arise from or through the use of leased vehicle(s).

Lessee represents that Lessee is familiar with the operation and use of leased vehicle(s) and that Lessee will read and abide by the instructions appearing on the vehicle(s). Lessee further represents that Lessee can operate and control the same in accordance with instructions.

Lessee further agrees that when Lessee sublets the vehicle(s) that the party or parties that are subletting are familiar with the operation and use of leased vehicle(s) and that they have read the instructions appearing on the vehicle(s). Lessee further represents that they can operate and control the vehicle(s) in accordance with leased vehicle(s) instructions.

Lessee further agrees that all operators of the leased vehicle(s) will be of age eighteen or older.

Lessee further agrees to not operate this vehicle(s) in a manner that does not comply with federal, state, county, and or city laws.

~~Lessee certificate of insurance is required covering liability, property damage and physical damage on vehicle. List M&M Golf Cars, LLC as additional named insured and Loss Payee. Certificates need to be faxed to the M&M Golf Cars location that is providing the vehicle(s).~~

All rental vehicles must be returned to designated rental area for pickup at the end of rental period or an additional rental will be charged.

The following signatures will make this agreement binding of both parties and need not be witnessed.

Lessor M&M Golf Cars, LLC By [Signature] Date 2/22/18

Lessee X By X

Print Name X Date X

Please advise arrival time required _____ AM/PM on _____.

This lease agreement will be voided if one copy is not returned or faxed to the M&M Golf Cars that is providing the vehicle(s), signed and dated by _____ and a deposit of \$ _____ to hold vehicles in your name, balance due on delivery of cars.

FAX Numbers

Mexico: 573-581-7267

Lees Summit: 816-795-5538

O'Fallon: 636-379-1628

REVISED 08/25/10

County will self insure vehicles
JLAL

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of a Toro turf cart for use by the Parks + Rec Department to Professional Turf Products of Lenexa, KS, under the terms and conditions of the NIPA Contract No. 2017025, an existing government contract, at an actual cost to the County not to exceed \$16,189.00.

RESOLUTION. 19776, March 19, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a need for a Toro turf cart to perform inspections and repairs at the Christmas in the Park displays; and,

WHEREAS, the Parks + Rec Department has determined that this equipment will allow associates to perform inspections and repairs at the Christmas in the Park displays in a safe manner; and,

WHEREAS, the Department of Finance and Purchasing recommends the award of a contract for this purchase to Professional Turf Products of Lenexa, KS, under the terms and conditions of the National Intergovernmental Purchasing Alliance (NIPA) Contract No. 2017025, an existing government contract, at an actual cost to the County not to exceed \$16,189; and,

WHEREAS, the NIPA contract requires equipment is to be purchased from local Toro dealers and Turf Professional Products, Inc., is the regional Toro dealer for the Kansas City metropolitan area; and,

WHEREAS, the Department recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; now therefore,

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

BE IT FURTHER RESOLVED that the Department of Finance and Purchasing 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:

Jay D. Haber _____
Chief Deputy County Counselor County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19776 of March 19, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____ Nays _____
Abstaining _____ Absent _____

Date Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 003 5103 58110
ACCOUNT TITLE: Park Fund
Non-Departmental
Heavy Machinery & Equip.
NOT TO EXCEED: \$16,189.00

3/15/18 _____
Date Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19776

Sponsor(s): Tony Miller

Date: March 19, 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the purchase of a Toro Utility Cart for Parks + Rec from Professional Turf Products, L.P. of Lenexa, KS under the terms and conditions of NIPA Contract No. 2017025, an existing government contract, in the amount of \$16,189.00.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$16,189.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$16,189.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$16,189.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 003-5103-8110 Park Fund, Non-Departmental, Heavy Machinery and Equipment</td> <td>\$16,189.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use:</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$16,189.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$16,189.00	Amount budgeted for this item * (including transfers):	\$16,189.00	Source of funding (name of fund) and account code number: 003-5103-8110 Park Fund, Non-Departmental, Heavy Machinery and Equipment	\$16,189.00
Amount authorized by this legislation this fiscal year:	\$16,189.00										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$16,189.00										
Amount budgeted for this item * (including transfers):	\$16,189.00										
Source of funding (name of fund) and account code number: 003-5103-8110 Park Fund, Non-Departmental, Heavy Machinery and Equipment	\$16,189.00										
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): N/A</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Katie Bartle, Senior Buyer, 816-881-3465</p>										
REQUEST SUMMARY	<p>Parks + Rec requires the purchase of a Toro Utility Cart to allow employees to perform inspections and repairs of Christmas in the Park displays more safely. It would allow employees to travel between displays without having to stay on the heavily trafficked paved road.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Department of Finance and Purchasing recommends the purchase of a Toro Utility Cart from Professional Turf Products, L.P. of Lenexa, KS under the terms and conditions of NIPA Contract No. 2017025, an existing government contract. The Department of Finance and Purchasing recommends the purchase be made under this contract due to the larger discount offered through cooperative purchasing contracts.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
COMPLIANCE	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals N/A <input type="checkbox"/> VBE Goals</p>										
ATTACHMENTS	<p>Recommendation Memo from the Using Department, quote from Professional Turf Products, and the pertinent pages of NIPA Contract No. 2017025</p>										

REVIEW	Department Director: <i>[Signature]</i>	Date: 3-7-18
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: 3/9/18
	Division Manager:	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

**JACKSON COUNTY
Parks + Rec**

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

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

MEMORANDUM

TO: Katie Bartle, Senior Buyer, Purchasing Department

FROM: John Johnson, Superintendent, Park Operations

DATE: March 5, 2018

SUBJECT: Toro Utility Cart

Parks+Rec will primarily use this utility cart to inspect and effect repairs along the Longview Lake Trail and to serve as a safer and more efficient option to inspect and effect repairs to the lighting displays at Christmas in the Park while open to the public and vehicular traffic is heavy. The cart will allow our associates to safely move between displays without having to stay on the paved road surface. Currently associates use a pickup truck that must remain in the flow of traffic to move from point A to point B.

Parks staff were allowed to demo this model of utility cart during two major special events and were pleased with the durability and operation of this equipment.



Frank White, Jr., County Executive



Professional Turf Products, L.P.
 10935 Eicher Dr.
 Lenexa, Kansas 66219
 Brad Davison
 (913) 449-8238
 davissonb@proturf.com



Ship To	Jackson County - Parks Dept.	Date	1/17/2018
Bill To		Tax Rate	
Contact	John Johnson	Destination	
Address	22807 Woods Chapel Rd.	Trade-In	
City	Blue Springs, MO	Finance	
State	MO	Account Type	Contract
Postal Code	64015	Comments: National IPA Contract #2017025; Participating Agency #NIPA7169	
Phone	(816) 795-8200		
Fax	jljohnson@jackson.gov.org		



Qty	Model #	Description	Unit	Extended
1	07042	GTX Workman (Gas) 2017+		
1	07142	ROPS Certified Cab		
1	07150	Cab Door Kit		
1	130-5615	WASHER FLUID KIT		
2	130-5448	KIT-MIRROR, EXTERIOR		
1	130-5484	KIT-BEACON		
1	130-5485	KIT-WORK LIGHTS		
1	132-8579	BRAKE AND SIGNAL LIGHT KIT, GTX		
1	07144	12v Electric Lift Kit		
1	131-8550	12V POWER POINT KIT		
1	RPSL681	Road Pro 12V Ceramic Heater - Direct Connection to Battery (Allied Product)		
1	07423	ATV Tire Kit (Set of Four Tires and Rims)		
1	136-6280	MVP KIT 400 WORKMAN GTX		
		Toro Workman GTX	\$	16,188.65

SubTotal	\$	16,188.65
Destination		Included
Tax (Estimated)		Exempt
TOTAL	\$	16,188.65

Comments:

Terms & Conditions:

- Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
- New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
- Pricing, including finance options, valid for 90 days from time of quotation.
- After 90 days all prices are subject to change without notice.
- Used and Demo equipment is in high demand and availability is subject to change.
 - Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to solicitation ("Agreement") is entered into this ___ day of March, 2017, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and The Toro Company, a(n) Delaware corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number **2017025** ("Solicitation") for **GROUNDS MAINTENANCE EQUIPMENT; PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **April 1, 2017** and ending on **March 31, 2022**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 5.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 5.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 5.3 **Delivery**. City acknowledges that delivery will be made by contractor's dealers and/or distributors, which are independent businesses. Deliveries shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order.
2. **Scope of Work**. Except as otherwise specified in this Agreement, the Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A ("Scope of Work")** Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.
3. **Orders**. Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
 - a. Agreement
 - b. Exhibits
 1. Mesa Standard Terms & Conditions
 2. Scope of Work
 3. Other Exhibits not listed above
 - c. Solicitation including any addenda
 - d. Contractor Response

5. **Payment.**

- 5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("**Pricing**") in consideration of Contractor's performance of the Scope of Work during the Term.
- 5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

Notwithstanding any of the other provisions in this Agreement, City acknowledges that products and services subject to this agreement, are provided by Contractor's dealers and/or distributors, which are independent businesses and set their own prices. Contractor has no authority to set prices for its dealers and/or distributors. Contractor agrees to make the terms of this agreement known to applicable dealers and/or distributors and to use reasonable efforts to incent to provide goods and services to City or Participating Agency subject to the terms of this agreement. Contractors dealers and distributors that agree to utilize this agreement also agree to abide by the pricing and terms and conditions set within.

- 5.3 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:
 - a. Contractor name, address, and contact information;
 - b. City billing information;
 - c. City contract number as listed on the first page of the Agreement;
 - d. Invoice number and date;
 - e. Payment terms;
 - f. Date of service or delivery;
 - g. Description of materials or services provided;
 - h. If materials provided, the quantity delivered, pricing of each unit, and freight charges (as applicable);
 - i. Applicable Taxes
 - j. Total amount due.

- 5.4 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise; payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.
- 5.5 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance.**

- 6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.
- 6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.
- 6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$3 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
 - 6.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
7. **Requirements Contract.** The Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase prior to the time any product within the purchase order has been shipped; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled the City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.
9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will

constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

- (A) Scope of Work
- (B) Pricing / (B-1) MSRP/Discount Lists
- (C) Mesa Standard Terms and Conditions
- (D) National IPA Documents

13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written

CITY OF MESA, ARIZONA

By _____



Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=City of Mesa, Arizona, ou=Business Services, Director, email=ed.quedens@mesaaz.gov, c=US
Date: 2017.03.21 15:07:12 -07:00

Printed Name _____

Title _____

Date _____

THE TORO COMPANY

By _____



Printed Name Brad Hamilton

Title _____

VP, General Manager

Date _____

2/21/17

Date _____

Reviewed by:



Signature

Jess Romney, CPPB
Procurement Officer

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing a grant application to the Mid America Regional Council in connection with the Little Blue Trace and Rock Island Connector Project for improvements to the Little Blue Trace Trail.

RESOLUTION. 19777, March 19, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Mid America Regional Council (MARC) accepts proposals for Transportation Alternative (TA) grants in-aid of 80 percent of the total cost of eligible projects; and,

WHEREAS, the Director of Parks + Rec has requested that the department be authorized to apply for a TA grant through MARC for the purpose of funding improvements to the Little Blue Trace Trail; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby authorizes the submission of a TA grant application to the MARC for funds to improve the Little Blue Trace Trail; and,

BE IT FURTHER RESOLVED that the County Executive, the Director of Parks + Rec and all other County officials be and hereby are authorized to execute any and all documents necessary to effect the grant application submission.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution. 19777 of March 19, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19777

Sponsor(s): Tony Miller

Date: March 19, 2018

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: A RESOLUTION authorizing a Transportation Alternatives (TA) application to the Mid America Regional Council for the Little Blue Trace/Rock Island Connector Project.</p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="332 735 1214 1018"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): n/a Prior resolutions and (date): n/a</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Brian Nowotny, Deputy Director Park Operations, 816.503.4803</p>										
<p>REQUEST SUMMARY</p>	<p>Parks + Rec respectfully requests authorization to apply for federal assistance from the Federal Highway Administration (FHWA) through Mid America Regional Council for improvements to the Little Blue Trace Trail and authority for the County Executive to sign all required application documents and agreements. If funded, the proposed project would extend and connect the trail approximately one-half mile from the George Road/Noland Road intersection to the Rock Island Corridor. In addition, the project will connect the Rock Island Corridor to Kansas City's Little Blue Valley Park and the Raytown Sports Complex. The project is supported by the City of Kansas City, the county's development partner for the Little Blue Trace. There is no cost to apply for assistance. If awarded, Transportation Alternative projects require, by separate project agreement, a 20% match from the project sponsor and a commitment to maintain the project for its useful life expectancy. If awarded, the project would commence in 2021.</p>										

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	project site map; MARC TA program/application information; letter of support from the City of Kansas City	
REVIEW	Department Director: <i>Michele [Signature]</i>	Date: <i>2-6-18</i>
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>[Signature]</i>	Date: <i>3-7-18</i>
	County Counselor's Office:	Date:

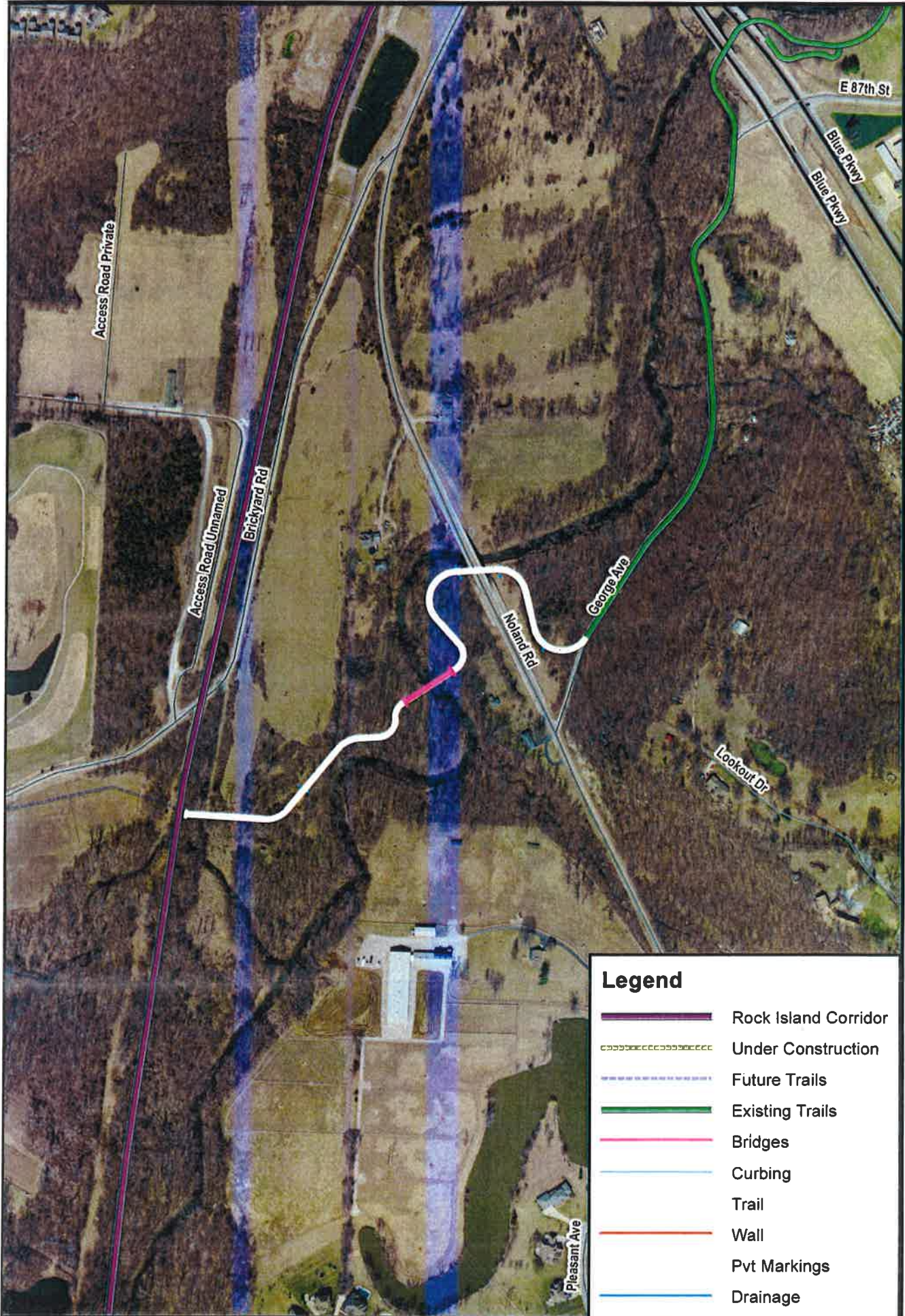
Fiscal Information (to be verified by Budget Office in Finance Department)

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

Account Number:	Account Title:	Amount Not to Exceed:

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

Little Blue Trace Trail Segment 9



Legend

-  Rock Island Corridor
-  Under Construction
-  Future Trails
-  Existing Trails
-  Bridges
-  Curbing
-  Trail
-  Wall
-  Pvt Markings
-  Drainage

**Call for Projects:
Kansas City Metropolitan Region
Federal Fiscal Years 2021-2022 Kansas & Missouri
Transportation Alternatives (TA) Set-Aside Funds**

Dates:

The opening date for this proposal solicitation is January 19, 2018. Applications must be submitted in full by 4:00 p.m. local time on March 23, 2018. **Late applications will not be considered.**

Summary:

The Mid-America Regional Council (MARC) is accepting proposals from local and regional government agencies for federal fiscal years (FFY) 2021–2022 Transportation Alternatives (TA) Set-Aside funds for projects and programs that support the regional transportation goals in the adopted metropolitan transportation plan, *Transportation Outlook 2040*. Most projects require a minimum 20 percent non-federal cost share.

Contents by Section:

- I. Funding Opportunity Description
- II. Programming Policy
- III. Eligibility Information
- IV. Programming Process
- V. Award Administration Information
- VI. Evaluation Criteria
- VII. Resources
- VIII. Contacts

I. FUNDING OPPORTUNITY DESCRIPTION

A. Background

The Transportation Alternatives (TA) Set-Aside program helps increase transportation choices and access, enhance the built and natural environment and the transportation experience, and provide a sense of place. These set-aside funds include all projects and activities that were previously eligible under the former Transportation Alternatives Program (TAP).

Under FHWA guidance, projects eligible for TA funds include:

- Construction, planning, and design of on-road and off-road trail facilities
- Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- Conversion and use of abandoned railroad corridors for trails
- Construction of turnouts, overlooks, and viewing areas.
- Community improvement activities, including:

- Inventory, control, or removal of outdoor advertising;
- Historic preservation and rehabilitation of historic transportation facilities;
- Vegetation management practices in transportation rights-of-way
- archaeological activities relating to impacts from transportation projects
- Environmental mitigation activities

In addition to defined Transportation Alternatives (as described above), eligible activities also include:

- The recreational trails program under 23 USC 206.
- The safe routes to school program under §1404 of SAFETEA-LU

B. Estimated Funding Levels

Since the current federal transportation legislation expires at the end of federal fiscal year 2020, some uncertainty remains about the level of funding available for programming by MARC for 2021-2022. In light of this, MARC has looked to recent historical levels of funding to provide a reasonable estimate of the resources available for programming purposes.

For this project solicitation, MARC anticipates the following funding targets; however, these estimates may be subject to change:

- Kansas: Approximately \$2.4 million
- Missouri: Approximately \$3.0 million

C. Funding Type

TA Set-Aside is a reimbursement program. Funding recipients must have the capacity to cover project costs at the outset of project or program implementation. Eligible expenses will be reimbursed by the administering state department of transportation or the Federal Transit Administration once the applicant has submitted a reimbursement request and supporting documentation.

II. PROGRAMMING POLICY

On June 23, 2015, the MARC Board of Directors adopted a Programming Policy to provide instructions to committees and staff on developing funding recommendations as part of update to the metropolitan transportation plan, Transportation Outlook 2040. The Programming Policy includes:

- Guidance relating to the policy framework of Transportation Outlook 2040, transportation system performance measures and other current regional policies.
- Instructions for planning committees on developing advisory project priorities for use by programming committees.
- Instructions for programming committees in developing project funding recommendations for policy committees.

A link to the Programming Policy is available in the resources section of this document. Please review this information carefully before submitting any application(s) for funding.

III. ELIGIBILITY INFORMATION

A. Geography & Applicants

Jurisdictions and transportation agencies located within MARC's metropolitan planning organization (MPO) boundary may submit projects for consideration. This includes the entirety of Johnson, Leavenworth, Miami and Wyandotte counties in Kansas, and Cass, Clay, Jackson and Platte counties in Missouri.

For Kansas applications, nonprofit organizations are ineligible to directly receive Surface Transportation Set-Aside (TAP) funding. This policy does not prohibit nonprofit agencies from receiving funds; nonprofit agencies are eligible to receive funding through the proper procurement process in partnership with an eligible sponsor.

For Missouri applications, limited eligibility is available to recognized non-profits and school districts. Recognized non-profits and school districts shall:

- Have written organizational structure with bylaws and a policy board that meets regularly.
- Be in existence and be registered with the Missouri Secretary of State continuously for a minimum of five years prior to application for LPA funds.
- Not have any disparaging financial or ethical infractions on record with any government agency or private business within the past five years.
- Have qualified full-time staff able to comply with 2 CFR 200 – Requirements for Federal Awards
- Have written procurement processes for equipment, materials, and/or non-engineering services necessary to implement a project.

All other entities in Missouri must partner with a city or county to apply for and/or administer a federal aid transportation project.

B. Project Types

Projects eligible for TAP funds include, but are not limited to:

- Construction, planning, and design of on-road and off-road trail facilities
- Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- Conversion and use of abandoned railroad corridors for trails
- Construction of turnouts, overlooks, and viewing areas.
- Community improvement activities, including:
 - inventory, control, or removal of outdoor advertising;
 - historic preservation and rehabilitation of historic transportation facilities;

- vegetation management practices in transportation rights-of-way
- archaeological activities relating to impacts from transportation projects
- Environmental mitigation activities

In addition to defined Transportation Alternatives (as described above), eligible activities also include:

- The Recreational Trails Program
- The Safe Routes to School Program

C. Relationship to Surface Transportation

The project must be in one of the eligible activity categories and also show a direct relationship to surface transportation (by land and water). This relationship may be a combination of proximity, function and/or impact.

Proximity: *Proximity alone is not enough to establish the relationship to surface transportation.* The project is located within the immediate vicinity of the transportation system and may be visible to the general public, such as the acquisition of scenic easements or landscaping.

Function: The project will serve as a functional part of the transportation system; for example, the construction of pedestrian and bicycle facilities.

Impact: The project has a physical impact on the transportation system, such as retrofitting an existing highway by creating a wetland to filter runoff from the highway. In this example, the funds would be used to mitigate the pollution from the roadway runoff. Projects with this type of transportation relationship are usually associated with ongoing or planned highway projects.

D. Excluded Uses

In order to demonstrate greater financial commitment by project applicants and to maximize the availability of these funds for project implementation activities, TA Set-Aside funds generally are not used for right-of-way, utility relocation, or preliminary engineering and design work.

Additionally, non-federal funds used for these purposes will generally not be considered as matching funds for federal dollars, with the exception of preliminary engineering, which can be used toward the local match as long as the federal requirements for preliminary engineering are met. The following *are* considered reimbursable expenses:

- Materials
- Labor/construction
- Contingency on construction (limited to 10 percent of the total cost of materials and labor/construction)
- Construction engineering (limited to 15 percent of the total cost of materials and labor/construction)

E. Funding Limits

For TA Set-Aside projects, federal funding requests should not exceed \$500,000.

F. Projects Involving State Owned Right of Way

Project sponsors should contact KDOT or MoDOT *before submitting an application* for a project that involves the use of state owned right of way.

G. Other Eligibility Requirements

- The project must go beyond activities customarily incorporated into motor vehicle roadway, highway and transit projects.
- The project must be available for public use for at least 25 years **or** the expected life of the project. Property must either be owned by the project sponsor or involve a permanent lease.
- The project sponsor must demonstrate adequate plans for, and commit to, ongoing maintenance costs for the expected life of the project. TAP funds cannot pay for regular maintenance activities.
- The project will be governed by the applicable state Local Public Agency (LPA) Manual.
- Historic preservation projects funded solely through the TAP Historic Preservation category must submit a letter of eligibility determination from the state historic office certifying that the project is listed or eligible to be listed on the National Register of Historic Places before any monies may be reimbursed.
- Consultant pro-bono application preparation will result in the consultant being ineligible for consideration as the project design consultant.

IV. PROGRAMMING PROCESS

A. Committee Roles

MARC programs TA Set-Aside funds using a competitive application process overseen by the Active Transportation Programming Committee (ATPC), which is a subcommittee of the Total Transportation Policy Committee. Funding recommendations made by the Active Transportation Programming Committee are reviewed and approved by both the Total Transportation Policy Committee and the MARC Board of Directors before their inclusion in the regional Transportation Improvement Program.

B. Schedule

Below is a table outlining the process MARC will undertake to solicit and review proposals, and to select projects for funding. The submission deadline will not change, but the dates of other steps in the process may be subject to change.

Call for proposals	January 19, 2018
Pre-Application Workshop	January 31, 2018
Proposals due	March 23, 2018

Staff review/scoring of proposals	March – April 2018
Committee review of scoring and development of planning committee advisory priorities	May – June 2018
Active Transportation Programming Committee (ATPC) meeting(s) to develop and approve project funding list	June - August 2018
Total Transportation Policy Committee review of ATPC funding recommendations	August 21, 2018
Total Transportation Policy Committee release of Committee recommendations for public review and comment as part of quarterly TIP amendment	September 18, 2018
TTPC approves TIP amendment and programming recommendations	October 16, 2018
MARC Board of Directors approves TIP amendment programming recommendations	October 23, 2018
MARC transmits project list to state and federal agencies for approval and funding	October 23, 2018

C. Pre-Application Workshop

On Wednesday, January 31, 2018, MARC staff will conduct a pre-application workshop and will be available to answer questions regarding the application procedures and form. This application workshop will be held in the MARC Board Room from 1:30–4 pm. Attendance at this workshop is not required for applicants to participate in this funding opportunity, but is encouraged.

D. Application Database

- **Create an Account**
The submission database is located at <http://www.marc.org/Transportation/Funding/Processes/Funding-opportunities>
Click on "Create New User" and fill in the requested information to create a unique account.
Multiple people from the same jurisdiction or agency can set up individual accounts.
- **Add a Project**

Log in to the database and click on "File a new application" to add a new project. A blank submission form will open.

- **Revise a Project**

Each time you log in to the database, you will see a list of projects you have submitted or are working on. You can update information on an existing project or add a new one.

You can make changes to projects through 4:00 p.m. on March 23, 2018. All information submitted by this time and date will be considered final.

If you need assistance with the submission database, contact Marc Hansen, mhansen@marc.org, at 816-701-8317.

V. Award Administration Information

A. Award Notices

MARC will notify successful applicants in writing and by electronic mail. Project sponsors for successful applications will enter into a contract with KDOT, MoDOT or the FTA. **Applicants whose projects are selected for funding are cautioned not to proceed with work until they have received a notice of funding obligation and notice to proceed by KDOT, MoDOT or FTA.**

B. Reasonable Progress

It is MARC's intent to program federal funds for projects that meet regional goals and objectives and that can be implemented on schedule to provide their benefits to the travelling public in a timely manner.

It is MARC's expectation that project sponsors awarded federal funds will:

- Make every reasonable effort to obligate federal funds for their projects in the year in which they are originally programmed.
- Work expeditiously with state departments of transportation or other agencies to complete required project development activities on schedule.
- Keep MARC apprised of their progress.

MARC reserves the right to reallocate funds for any project that does not make and maintain reasonable progress towards obligation and implementation in a timely manner.

C. State LPA Processes

The local public agency manuals maintained by both the Kansas and Missouri departments of transportation are intended to be used as a guide for cities and counties that sponsor projects utilizing federal transportation funds.

For projects administered by local officials, the states will furnish information concerning the necessary federal requirements and will act as coordinator. The necessary design, acquisition, environmental, historical and archaeological clearances and approvals, construction and maintenance of improvements will be the responsibility of the local agency. A DOT representative will be the primary contact, furnish the necessary guidelines and coordinate the necessary reviews and approvals. DOT personnel will also advise and assist the local agency in meeting the requirements of the program.

Projects are performed under the terms of an agreement with KDOT or MoDOT. Work on any part of the project cannot proceed until the local agency has been notified by KDOT or MoDOT that federal funding has been approved — obligated — by the Federal Highway Administration (FHWA). If funds are approved, they will be distributed through the local agency sponsoring the project. If a project is not completed, the local agency sponsoring the project will be required to repay the sum of federal funds reimbursed to date. The local agency will be responsible for cost overruns.

The federal-aid transportation program operates on a reimbursement basis as work progresses. It is a federal reimbursement program in which the local agency is reimbursed minus its matching percentage after KDOT or MoDOT receives proper proof of payment by the local agency to the contractor for work performed.

Regardless of whether federal funds are available at the time of acquisition, local agencies are strongly encouraged to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act), of the Code of Federal Regulations when acquiring realty rights, easement access or other real property. When a local agency project uses federal funds on any portion of the project, all realty rights must be acquired in accordance with the Uniform Act. If the realty rights were acquired more than five years prior to the first request for federal funds, the local agency shall submit a statement certifying that no new realty rights are needed and the dates the existing realty rights were acquired. If the realty rights were acquired less than five years prior to the first request for federal funds, the acquisition must have occurred within the parameters of the Uniform Act in order for any portion of the project to received federal funds.

D. Project Fee

Per established policy, MARC will collect a fee equivalent to 0.5% of any federal funds awarded to projects through this programming cycle. Sponsors of projects awarded funding will be invoiced for this fee in 2019.

E. Transportation Improvement Program

Following approval of the funding recommendations developed by the Active Transportation Programming Committee, projects receiving funding are required to be incorporated into the regional Transportation Improvement Program (TIP). Project sponsors are also required to maintain the

accuracy of the information contained in the TIP by providing updates to MARC as necessary.

F. MARC Reporting

To acknowledge the role served by the members of the Active Transportation Programming Committee, funded projects should credit MARC in any press release about the project that mentions funding sources and invite MARC to groundbreaking, ribbon-cutting or other events related to the project.

G. Maintenance

TA Set-Aside funds may not be used for regular maintenance and operations activities. The project sponsor must demonstrate adequate plans for and commit to ongoing maintenance costs for the expected life of the project, which should be at least 25 years.

Maintenance includes snow, ice and debris removal from pedestrian facilities. For more information, refer to the Federal Highway Administration Memorandum on Snow Removal on Sidewalks Constructed with Federal Funding: www.fhwa.dot.gov/preservation/082708.cfm.

VI. EVALUATION CRITERIA

In order to make the most progress toward regional and transportation visions, the broad policy goals identified in *Transportation Outlook 2040* will serve as a guide for regional transportation investments during this call for projects. Project proposals submitted for consideration will be evaluated based on how closely they align with the policy goals of the plan. The scores developed through this evaluation process will serve as one tool to evaluate project proposals and will be supplemented by MARC committee reviews, follow-up technical analysis, and public and stakeholder input.

POLICY GOAL		CRITERIA	All Projects	Active Transportation Infrastructure	Historic Preservation/ Archaeological	Transportation Aesthetics and Scenic Values	Environmental Mitigation and Vegetation Management	Safe Routes to School Non-Infrastructure
VIBRANT	Economic Vitality	Serves regional activity centers	-	10	10	10	10	5
	Place Making	Local and regional plans, place making principles	5	10	15	5	5	-
	Equity	Improves access for environmental justice (EJ) area	10	-	-	-	-	-
CONNECTED	Transportation Choices	Creates link/access, transportation function/impact	-	7.5	15	15	15	5
	Safety and Security	Safety treatments/facility width, addresses conflicts	-	15	-	-	-	15
	System Condition	Preservation/restoration, long-term maintenance	-	-	15	10	-	20
	System Performance	Number of people served/benefiting directly	-	10	5	10	10	20
GREEN	Public Health	Active mode access/facilities, stormwater mgmt.	-	7.5	-	5	5	5
	Environment	Preserves/restores environmental lands/resources	-	5	5	5	15	-
	Climate Change and Energy Use	VMT reduction, renewable energy sources/materials	-	5	5	10	10	-
Other	Implementation	ROW, project readiness, community support	10	-	-	-	-	-
	Local Match	% local match provided	5	-	-	-	-	-
	Committee Ranking	Committee ranking process	Up to 10 possible	-	-	-	-	-
Total Points			40	70	70	70	70	70

VII. RESOURCES

A. MARC Resources

Complete Streets

<http://www.marc.org/transportation/completestreets.htm>

Congestion Management Process

<http://www.marc.org/transportation/congestionmanagementsystem.htm>

Sustainable Code Framework

<http://codes.sustainable-kc.org/>

Project Fee

<http://www.marc.org/Transportation/Funding/pdf/New-Freedom/MARC-Local-Match-Policy-April2012.aspx>

MetroGreen®

<http://www.marc.org/metrogreen/>

Population and Employment Forecast

<http://www.marc.org/forecast/2040forecast.asp>

Programming Policy Statement

http://www.to2040.org/assets/2015_plan/AppendH_PPS_adopt_final.pdf

Reasonable Progress Policy

http://www.marc.org/Transportation/Funding/assets/ReasonableProgressPolicy_ADOPTED

Transportation Improvement Program

<http://www.marc.org/Transportation/Plans-Studies/Transportation-Plans-and-Studies/TIP/2018-2022-TIP.html>

Transportation Outlook 2040

<http://www.marc.org/2040/>

Stormwater Best Management Practices

<http://www.marc.org/Environment/Water-Resources/Local-Government-Resources/Stormwater-Best-Management-Practices>

2012 Best Practices Local Bikeway Planning and Design Guide

http://kcmetro.apwa.net/content/chapters/kcmetro.apwa.net/files/Specifications/2012_MARC_Local_Bikeway_Best_Practices.pdf

B. Federal Resources

Federal Highway Administration

<http://www.fhwa.dot.gov/>

Federal Transit Administration

<http://www.fta.dot.gov>

United States Department of Transportation

<http://www.dot.gov/>

TA Set-Aside Fact Sheet

<https://www.fhwa.dot.gov/fastact/factsheets/transportationalternativesfs.cfm>

TA Set-Aside Guidance

https://www.fhwa.dot.gov/environment/transportation_alternatives/guidance/guidance_2016.cfm

C. State Resources

Kansas Department of Transportation

<http://www.ksdot.org/>

KDOT LPA Process

<http://www.ksdot.org/burLocalProj/LPA/lpaindex.asp>

Missouri Department of Transportation

<http://www.modot.mo.gov/>

MoDOT LPA Manual

http://epg.modot.org/index.php?title=Category%3A136_Local_Public_Agency%28LPA%29_Policy

VIII. CONTACTS

Kaitlyn Service
Transportation Planner
816-701-8280
kservice@marc.org

Marc Hansen, AICP
Principal Planner
816-701-8317
mhansen@marc.org

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

Board of Parks and Recreation Commissioners

March 9, 2018

Ron Achelpohl, Director of Transportation and Environment
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, MO 64105



RE: Jackson County/Kansas City Little Blue Trace, Rock Island Connector Pathway

Sylvester "Sly" James
Mayor

Jean Paul Chaurand
President

Shannon Cade
Commissioner

Allen Dillingham
Commissioner

Mary Jane Judy
Commissioner

David Mecklenburg
Commissioner

Mark L. McHenry
Director

Dear Mr. Achelpohl:

I'm writing to express the City of Kansas City, Parks and Recreation Department strong support for Jackson County's efforts to extend the Little Blue Trace trail to connect with the Rock Island Corridor and urge full and fair consideration of the County's Transportation Alternatives Program application. The Little Blue Trace trail is a collaborative effort between Kansas City and Jackson County.

These transportation funds will support implementation of the next phase of the Little Blue Trace trail in Kansas City, and link the City's Little Blue Valley Park with the Rock Island Corridor. The trail currently stretches over sixteen miles in total. This high priority connection will link the trail with the Rock Island Shared Use Path and future transit developments between Kansas City, Raytown, and Lee's Summit.

The Little Blue Trace is a proven transportation and recreational asset for the City, with thousands of residents using the trail every day. This is precisely what was envisioned when the City entered into partnership with Jackson County in 2011 to share responsibilities for funding and development of the project. Therefore, the City hereby reconfirms our support for the Little Blue Trace trail and commitment to equally share matching funds with the County for the Transportation Alternatives Program application.

I am confident the proposed extension will enhance our connectivity and quality of life in Kansas City.

Thank you for your consideration of this request. I hope we can count on your support.

Sincerely,

Mark McHenry, Director
Parks and Recreation Department



"A Nationally
Accredited Agency"

Terry R. Dopson Parks and Recreation Administration Building
4600 East 63rd Street * Kansas City, Missouri 64130 * 816-513-7500 * kcparks.org

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding twelve-month term and supply contracts with three twelve-month options to extend for the furnishing of pro shop articles for resale by the Parks + Rec Department to Nike Golf of Dallas, TX, Acushnet/Titleist and FootJoy of Fairhaven, MA, and Callaway Golf of Carlsbad, CA, as proprietary purchases.

RESOLUTION NO. 19778, March 19, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department's Fred Arbanas Golf Course at Longview Lake is in need of pro shop articles for resale; and,

WHEREAS, pursuant to section 1030.6, Jackson County Code, 1984, the Department of Finance and Purchasing requests authorization for the purchase of these articles from Nike Golf of Dallas, TX, Acushnet/Titleist and FootJoy of Fairhaven, MA, and Callaway Golf of Carlsbad, CA; and,

WHEREAS, the Department of Finance and Purchasing has determined that the items to be purchased are proprietary articles not available in a competitive market; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Department of Finance and Purchasing be, and is hereby, authorized to execute for the County twelve-month term and supply contracts, with three twelve-month options to extend, for the purchase of pro shop articles for resale by the Parks + Rec Department,

with Nike Golf of Dallas, TX, Acushnet/Titleist and FootJoy of Fairhaven, MA, and Callaway Golf of Carlsbad of CA, as proprietary purchases; and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19778 of March 19, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

3/15/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19778

Sponsor(s): Tony Miller

Date: March 19, 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with Three Twelve Month Extensions for the furnishing of Pro Shop Articles for Resale at the Fred Arbanas Golf Course for Parks + Rec to Nike Golf, Acushnet/Titleist & FootJoy, and Callaway Golf as Proprietary Purchases.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="310 562 1450 751"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Parks + Rec Estimated Use: \$62,500</p> <p>Prior Year Budget (if applicable): \$64,000 Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:											
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): 18387, 2/3/2014										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Kyle Brack, Sr. Buyer, 881-3265										
REQUEST SUMMARY	<p>The Parks + Rec Department requires the purchase of high-demand clothing and golf supplies & equipment to resell to the general public at the Fred Arbanas golf course at Longview Lake.</p> <p>Pursuant to Section 1030.6 of the Jackson County Code (the purchase of proprietary goods for resale), competitive bidding shall not be required when the items to be purchased are proprietary goods not available in a competitive market. The Director of Finance and Purchasing recommends the award of a Twelve Month Term & Supply Contract with Three Twelve Month Options to Extend for the furnishing of Pro Shop Articles for Resale Merchandise at the Fred Arbanas Golf Course for Parks + Rec to Nike Golf of Dallas, TX, Acushnet/Titleist & FootJoy of Fairhaven, MA, and Callaway Golf of Carlsbad, CA.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>										
COMPLIANCE	<p><input type="checkbox"/> MBE Goals N/A <input type="checkbox"/> WBE Goals N/A <input type="checkbox"/> VBE Goals N/A</p>										
ATTACHMENTS	Recommendation Memorandum from Parks + Rec										

REVIEW	Department Director: <i>Michael S. Quinn</i>	Date: 3-8-18
	Finance (Budget Approval): <i>If applicable</i>	Date: 3/6/18
	Division Manager: <i>[Signature]</i>	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3265
Fax 816-881-3268

DISPOSITION OF TERM & SUPPLY CONTRACT MEMORANDUM

TO: Chris Piedimonte, Parks + Rec
Bob McMillin, Parks + Rec

FROM: Kyle Brack, Senior Buyer, Purchasing (17)

DATE: February 7, 2018

RE: Term & Supply No.: NIKE18387 and ACUSHNET18387
Commodity: Proprietary Purchases for ProShop
Vendor: Nike and Acushnet

The above-referenced Term & Supply Contract is set to expire **February 5, 2018**. There are zero (0) extension options remaining.

Please review the specifications and advise me of the following:

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

Acushnet \$40,000
Callaway \$15,000
Nike \$7,500

Total estimated amount needed for departmental use \$ \$62,500

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

If you have any questions, please feel free to call me at 881-3265. Thank you.

Attachments

300-1666-57033

TXS,
Bob

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$29,550.00 within the 2018 Health Fund to cover the cost of Emergency Preparedness operational expenses related to the Sheriff's Office Emergency Preparedness program.

RESOLUTION NO. 19779, March 19, 2018

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, by Ordinance 5062, dated December 6, 2017, the Legislature did establish certain Reserve Accounts for certain budget lines within the 2018 County budget; and,

WHEREAS, certain funds appropriated in such a Reserve Account within the 2018 Health Fund are needed to cover the cost of operational expenses related to the Sherriff's Emergency Preparedness program; and,

WHEREAS, there are numerous disputes between the County Executive and the Legislature regarding the validity of Ordinance 5062, relating to its construction and interpretation, and multiple related issues; and,

WHEREAS, the Chief Administrative Officer has recommended the adoption of this Resolution, without waiving any previous position taken in reliance upon the memorandum of the County Counselor dated December 22, 2017, regarding Ordinance 5062, and without waiving any position taken in reliance upon other legal memorandums provided by the Office of the County Counselor; and,

WHEREAS, the Legislature recognizes that funds identified as Reserve Funds in the adopted 2018 budget within the Health Fund are required to be designated for use by the Sherriff's Office for Emergency Preparedness; and,

WHEREAS, the Chief Administrative Officer has requested that the funds identified in this Resolution be made available for such use by the Sheriff's Office within the 2018 budget; and,

WHEREAS the Legislature agrees that funds described in this Resolution should be made available for such use by posting to certain budget line items in the Health Fund; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer or equivalent documentation/identification, to accomplish posting of the funds in the budget management system so that the funds are available for immediate use and expenditure within the 2018 budget, be and hereby is authorized:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund Reserve 002-8006	56835 – Reserve Operating	\$29,550	
Sheriff 002-4201	56080-Other Professional Srvs		\$6,000
002-4201	56120- Car Allowance		\$1,000
002-4201	56140- Travel Expense		\$1,000
002-4201	56160- Meeting Expense		\$1,000
002-4201	56530- Maint & Repair Auto Equip.		\$3,000
002-4201	56710- Dues and Memberships		\$150
002-4201	56750- Educational Benefits		\$1,000
002-4201	56790- Othe Contractual Srvs		\$4,000
002-4201	57010- Office Supplies		\$3,000
002-4201	57110- Gasoline		\$4,400
002-4201	57510- Tools/Equipment		\$3,000
002-4201	58171- Computers		\$2,000

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

APPROVED AS TO FORM:



Chief Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19779 of March 12, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for the above-described transfer or equivalent documentation and/or identification to accomplish posting of the funds in the County's budget management system so that the funds are available for immediate use and expenditure are available in the sources indicated below.

ACCOUNT NUMBER: 002 8006 56835
ACCOUNT TITLE: Health Fund
 Reserve
NOT TO EXCEED: \$29,550.00

3/15/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19779

Sponsor(s): Alfred Jordan

Date: March 19, 2018

SUBJECT	<p>Action Requested</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the transfer of \$29,550.00 from the Reserve Fund (8006) to the Sheriff's Emergency Preparedness (4206) to cover operational expenses associated with the Sheriff's Emergency Preparedness program.</p>																																						
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$29,550.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$29,550.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code #</td> <td></td> </tr> <tr> <td>FROM: Reserve Operating Fund 8006-56835</td> <td style="text-align: right;">\$29,550.00</td> </tr> <tr> <td>TO: Sheriff's Emergency Preparedness 4206:</td> <td></td> </tr> <tr> <td> 6080 – Other Professional Services</td> <td style="text-align: right;">\$6,000.00</td> </tr> <tr> <td> 6120 – Car Allowance</td> <td style="text-align: right;">\$1,000.00</td> </tr> <tr> <td> 6140 – Travel Expense</td> <td style="text-align: right;">\$1,000.00</td> </tr> <tr> <td> 6160 – Meeting Expense</td> <td style="text-align: right;">\$1,000.00</td> </tr> <tr> <td> 6530 – Maintenance and Repair Auto Equip.</td> <td style="text-align: right;">\$3,000.00</td> </tr> <tr> <td> 6710 – Dues and Membership</td> <td style="text-align: right;">\$150.00</td> </tr> <tr> <td> 6750 – Educational Benefits</td> <td style="text-align: right;">\$1,000.00</td> </tr> <tr> <td> 6790 – Other Contractual Services</td> <td style="text-align: right;">\$4,000.00</td> </tr> <tr> <td> 7010 – Office Supplies</td> <td style="text-align: right;">\$3,000.00</td> </tr> <tr> <td> 7110 – Gasoline</td> <td style="text-align: right;">\$4,400.00</td> </tr> <tr> <td> 7510 – Tools / Equipment</td> <td style="text-align: right;">\$3,000.00</td> </tr> <tr> <td> 8171 – Computers / Laptops</td> <td style="text-align: right;">\$2,000.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$29,550.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$29,550.00	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code #		FROM: Reserve Operating Fund 8006-56835	\$29,550.00	TO: Sheriff's Emergency Preparedness 4206:		6080 – Other Professional Services	\$6,000.00	6120 – Car Allowance	\$1,000.00	6140 – Travel Expense	\$1,000.00	6160 – Meeting Expense	\$1,000.00	6530 – Maintenance and Repair Auto Equip.	\$3,000.00	6710 – Dues and Membership	\$150.00	6750 – Educational Benefits	\$1,000.00	6790 – Other Contractual Services	\$4,000.00	7010 – Office Supplies	\$3,000.00	7110 – Gasoline	\$4,400.00	7510 – Tools / Equipment	\$3,000.00	8171 – Computers / Laptops	\$2,000.00
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7510 – Tools / Equipment	\$3,000.00																																						
8171 – Computers / Laptops	\$2,000.00																																						
PRIOR LEGISLATION	<p>Prior ordinances and (date): #5052 12-15-2017</p> <p>Prior resolutions and (date):</p>																																						
CONTACT INFORMATION	<p>RLA drafted by Captain Scott Goodman Jackson County Sheriff's Office Commander (816) 541-8017.</p>																																						
REQUEST SUMMARY	<p>Project/Title: A Resolution authorizing the transfer of \$29,550.00 from the Reserve Fund (8006) to the Sheriff's Emergency Preparedness (4206) to cover operational expenses associated with the Sheriff's Emergency Preparedness program.</p>																																						
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)</p> <p><input type="checkbox"/> Business License Verified (Purchasing & Department)</p>																																						

	<input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS		
REVIEW	Department Director:	Date: 2/26/2018
	Finance (Budget Approval): <i>If applicable</i>	Date: 2/27/18
	Division Manager:	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

Fiscal Note:

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

PC# _____

Date: February 27, 2018

RES # 19779

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
Health Fund - 002			
8006 - Reserve	56835 - Reserve-Operating	\$ 29,550	\$ -
4201 - Sheriff	56080 - Other Professional Svcs.		6,000
4201 - Sheriff	56120 - Car Allowance		1,000
4201 - Sheriff	56140 - Travel Expense		1,000
4201 - Sheriff	56160 - Meeting Expense		1,000
4201 - Sheriff	56530 - Maint & Repair Auto Equip.		3,000
4201 - Sheriff	56710 - Dues and Memberships		150
4201 - Sheriff	56750 - Educational Benefits		1,000
4201 - Sheriff	56790 - Other Contractual Svcs		4,000
4201 - Sheriff	57010 - Office Supplies		3,000
4201 - Sheriff	57110 - Gasoline		4,400
4201 - Sheriff	57510 - Tools / Equipment		3,000
4201 - Sheriff	58171 - Computers		2,000
		<u>\$ 29,550</u>	<u>\$ 29,550</u>



 County Auditor / Budget Officer

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an intergovernmental cooperative agreement with the City of Independence for the use of certain County property for civic events, at no cost to the County.

RESOLUTION NO. 19780, March 19, 2018

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the City of Independence (City) has requested the use of certain County property within the City, more specifically identified as the parking lot located at Kansas and Osage; and,

WHEREAS, the parking lot will be used for the Household Hazardous Waste Collection event scheduled for April 7, 2018 ; and,

WHEREAS, the Director of Public Works recommends the execution of an intergovernmental cooperative agreement with specific contingencies including a certificate of liability insurance and restoration of the parking lot to its original condition (free of debris and in good repair) no later than 7:00 a.m. on the first business day following the event; and,

WHEREAS, such an agreement is in the best interest, health, safety and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive is hereby authorized to execute an appropriate intergovernmental cooperative agreement with the City of Independence at no cost to the County, in a form to be approved by the County Counselor.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19780 of March 19, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



City of Independence

WATER POLLUTION CONTROL DEPARTMENT

P.O. BOX 1019 • INDEPENDENCE, MISSOURI 64051-0519 • (816) 325-7711 • FAX (816) 325-7722

AN EQUAL OPPORTUNITY EMPLOYER

January 9, 2018



Jackson County Facilities Management
415 E 12th St Floor 3M
Kansas City, MO 64106
Attn: Kym Byers

The City of Independence will once again be sponsoring a collection for household hazardous wastes – this year to be held on April 7th. We are requesting the use of Jackson County's parking lot, located at Kansas and Osage streets, for control and flow of vehicles coming to the collection. The actual handling of wastes and unloading of vehicles will be on the Independence side of the vacant lot.

Liability insurance coverage certificates will be provided to our environmental contractor and I will fax or send a copy to you as soon as I receive them. In the meantime, I would like to obtain your permission for use of the lot so we can proceed with our planning of the event.

Please provide us with a letter granting permission to use the parking lot for the date of April 7, 2018. Thank you for your cooperation and assistance in the past. If you have any question, please call me or Laura Edgar of my staff, at 816-325-7440.

Sincerely,

Dick Champion, Jr., Director
Water Pollution Control

REQUEST FOR LEGISLATIVE ACTION


Completed by County Counselor's Office:

Res. Ord No.: 19780

Sponsor(s): Greg Grounds

Date: March 19, 2018

<p>SUBJECT</p>	<p>Action Requested: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Independence Parking Lot use for the City of Independence Household Hazardous Waste event on April 7st,2018</p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="305 558 1190 869"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$0	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$0	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
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Amount budgeted for this item * (including transfers):	\$0										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Res. 17341, 8/19/10; 17492, 2/14/11; 17817, 2/27/12; 18101, 2/19/13; 18410, 2/24/14; 18706, 2/18/15; 19403 3/29/17</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Kimberly Byers, Office Administrator, 881-3258</p>										
<p>REQUEST SUMMARY</p>	<p>The City of Independence Water Pollution Control Department has requested permission to use the Jackson County Independence parking lot at the southeast corner of Kansas and Osage for the use of the annual Household Hazardous Waste Collection event to be held on April 7, 2018. The following stipulations will apply:</p> <ol style="list-style-type: none"> 1) The County will require a Certificate of Liability Insurance. 2) The City of Independence will be responsible for returning the parking lot to its "as-good-as" condition as it was prior to the event. This will include all cleanup and any repairs needed. 3) The parking lot will be ready for use by the County no later than 7:00 am on Monday, April 9, 2018. 										

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Letter request from Dick Champion, Jr., Director Water Pollution control dated January 9, 2018	
REVIEW	Department Director: Brian Gaddie, Public Works Department 	Date: 3.8.18
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager:	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twenty-four month term and supply contract, with three twelve-month options to extend, for the furnishing of HVAC service and repair for use by various County departments to U.S. Engineering Company of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 98-17.

RESOLUTION NO. 19781, March 19, 2018

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, the Department of Finance and Purchasing has solicited formal written bids pursuant to Invitation to Bid No. 98-17 for the furnishing of HVAC service and repair for use by various County departments; and,

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

<u>BIDDERS</u>	<u>REGULAR HOURLY RATE</u>	<u>OVERTIME HOURLY RATE</u>	<u>% MARK-UP ON MATERIALS</u>
U.S. Engineering Co. Kansas City (Jackson County), MO	\$84.00	\$120.00	25%
Rand Construction Lee's Summit, MO	\$95.00	\$135.00	15%
Fagan	\$104.00	\$135.00	20%
Design Mechanical	\$102.00	\$163.00	25%
Heartland Mechanical	\$95.00	\$142.50	20%

and,

WHEREAS, the Department of Finance and Purchasing recommends award to U.S. Engineering Co. of Kansas City, MO, as it has submitted the lowest and best bid; and,

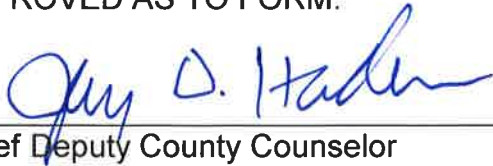
WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases subject to annual appropriation; now therefore,

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

BE IT FURTHER RESOLVED that the Department of Finance and Purchasing is authorized to make all payments to the extent that sufficient appropriations are available to the using spending agencies.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19781 of March 19, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

3/15/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION


Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19781

Sponsor(s): Dennis Waits

Date: March 19, 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twenty-Four Month term and supply contract with Three Twelve Month Options to Extend, for the furnishing of HVAC Services to U.S. Engineering Company of Kansas City, MO under the terms and conditions of Invitation to Bid No. 98-17.</u></p>																																										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <table style="width:100%;"> <tr> <td style="width:30%;">Department:</td> <td>Estimated Use:</td> </tr> <tr> <td>Facilities Management</td> <td>\$25,000.00</td> </tr> <tr> <td>Public Works</td> <td>\$10,000.00</td> </tr> <tr> <td>Parks + Rec</td> <td>\$20,000.00</td> </tr> <tr> <td>Total</td> <td>\$55,000.00</td> </tr> </table> <p>This RLA only approves the term and supply contract. The funds were appropriated through the annual budget adoption. Figures included in the Budget Information section are for informational purposes to provide an estimate of the contract value.</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		Department:	Estimated Use:	Facilities Management	\$25,000.00	Public Works	\$10,000.00	Parks + Rec	\$20,000.00	Total	\$55,000.00																						
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PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):																																										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Katie Bartle, Senior Buyer, 816-881-3465																																										
REQUEST SUMMARY	Various County Departments require a Term and Supply Contract for the furnishing of HVAC Services. The Purchasing Department issued Invitation to Bid 98-17 in response to those requirements.																																										
	A total of forty-nine notifications were distributed and five bids were received and evaluated as follows:																																										
	<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>NO</th> <th>Description</th> <th>U.S Engineering</th> <th>Rand Construction</th> <th>Fagan</th> <th>Design Mechanical</th> <th>Heartland Mechanical</th> </tr> </thead> <tbody> <tr> <td>1.0</td> <td>Regular Work Hours</td> <td>\$84.00</td> <td>\$95.00</td> <td>\$104.00</td> <td>\$102.00</td> <td>\$95.00</td> </tr> <tr> <td>2.0</td> <td>Overtime Work Hours</td> <td>\$120.75</td> <td>\$135.00</td> <td>\$135.00</td> <td>\$163.00</td> <td>\$142.50</td> </tr> <tr> <td>3.0</td> <td>Sunday and Holiday Work Hours</td> <td>\$120.75</td> <td>\$190.00</td> <td>\$164.00</td> <td>\$178.00</td> <td>\$190.00</td> </tr> <tr> <td>4.0</td> <td>Percentage Markup on Materials</td> <td>25%</td> <td>15%</td> <td>20%</td> <td>25%</td> <td>20%</td> </tr> <tr> <td>5.0</td> <td>Delivery Charge for Parts orders</td> <td>N/A</td> <td>\$45.00</td> <td>\$0</td> <td>\$0</td> <td>\$30.00</td> </tr> </tbody> </table>	NO	Description	U.S Engineering	Rand Construction	Fagan	Design Mechanical	Heartland Mechanical	1.0	Regular Work Hours	\$84.00	\$95.00	\$104.00	\$102.00	\$95.00	2.0	Overtime Work Hours	\$120.75	\$135.00	\$135.00	\$163.00	\$142.50	3.0	Sunday and Holiday Work Hours	\$120.75	\$190.00	\$164.00	\$178.00	\$190.00	4.0	Percentage Markup on Materials	25%	15%	20%	25%	20%	5.0	Delivery Charge for Parts orders	N/A	\$45.00	\$0	\$0	\$30.00
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	<p>The expected annual usage of the Facilities Management Division is \$25,000.00. However, they have requested to be able to use up to \$150,000.00 on this contract in case of emergency.</p> <p>Pursuant to Chapter 1054.6 of the Jackson County Code, the Department of Finance and Purchasing recommends the award of a Twenty-Four Month Term and Supply Contract with Three Twelve Month Options to Extend to U.S Engineering of Kansas City, MO for the furnishing of HVAC Services for use by Various County Departments.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County, Missouri to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.</p>	
CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input checked="" type="checkbox"/> MBE Goals, 5% <input checked="" type="checkbox"/> WBE Goals, 5% <input checked="" type="checkbox"/> VBE Goals, 5%	
ATTACHMENTS	Abstract of Bids, Award Recommendation from each department, and the pertinent pages of the vendor's bid documents.	
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: 	Date: 3/14/18
	County Counselor's Office:	Date:

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

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
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- This legislative action does not impact the County financially and does not require Finance/Budget approval.



JACKSON COUNTY
Facilities Management Division

Jackson County Courthouse
415 East 12th Street, Third Floor Mezzanine
Kansas City, Missouri 64106
jacksongov.org

(816) 881-3258
Fax: (816) 881-3583

MEMORANDUM

From: Joseph Tomlinson, Facilities Management Administrator

To: Katie Bartle, Senior Buyer, Purchasing Department

Date: 02/12/2018

Subject: ITB 98-17 HVAC Services, Term and Supply Contract

Katie,

This memorandum is being prepared and submitted in response to your request for feedback regarding the above contract being awarded by Jackson County for HVAC Services on a Term and Supply basis.

After considering factors and bids, the Facilities Management Division would like to recommend US Engineering, they possess the lowest bid rates out of the group of vendors.

Thank you for your consideration in this matter,

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Tomlinson".

Joseph Tomlinson
Facilities Management Administrator
816.881.3748 (desk)
816.217.9310 (mobile)



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: Katie Bartle, Senior Buyer

FROM: Caroline Deihl, Public Works – Road Maintenance

DATE: February 5, 2018

SUBJECT: Bid No. 98-17 HVAC Services

Katie, We recommend that the bid be split between US Engineering & Rand Construction. We have used US Engineering for years and they are familiar with our equipment and building. We want Rand Construction as a backup because we use them currently for other things.

We will use approximately \$10,000.00.



JACKSON COUNTY

Parks + Rec.

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

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

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

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

*Blue Springs Marina
(816) 795-1112*

*Jacomo Marina
(816) 795-8888*

*Longview Marina
(816) 966-0131*

*Special Population
Services
(816) 763-5130*

MEMORANDUM

TO: Katie Bartle, Senior Buyer

FROM: Wayne Shipley, Park Supervisor

DATE: February 1, 2018

SUBJECT: Invitation to Bid No. 97-17 – **HVAC Services**

The Parks Department recommendation is to award to U.S. Engineering Company as the lowest and best bid.

Our **projected usage** during the next twelve months is \$20,000

003 – 1602 – 56510 - \$20,000

NO	DESCRIPTION	UNIT	QTY	Design Mechanical Inc.	U.S Engineering	Rand Construction	Fagan an EMCOR Co.	Heartland Mechanical Services
				AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1.0	Regular Work Hours	Hour	1	\$ 102. ⁰⁰	84. ⁰⁰	95. ⁰⁰	104. ⁰⁰	495. ¹⁰
2.0	Overtime Work Hours	Hour	1	\$ 163. ⁰⁰	120. ⁷⁵	135. ⁰⁰	135. ⁰⁰	142. ⁵⁰
3.0	Sunday and Holiday Hours	Hour	1	\$ 178. ⁰⁰	120. ⁷⁵	190. ⁰⁰	164. ⁰⁰	190. ⁰⁰
4.0	Percentage markup on materials			25 %	25 %	15 %	20 %	20 %
5.0	Delivery Charge for parts orders			\$ 0. ⁰⁰	N/A	45. ⁰⁰	0. ⁰⁰	30. ⁰⁰

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED
 ON: 1/23/2018, BY
Yvonne A. Bousard
 CLERK OF THE LEGISLATURE
[Signature]
 PURCHASING

STATEMENT OF CONTRACTOR'S QUALIFICATIONS
 (Complete in full, Use attachments if necessary)

Name of Bidder: U.S. Engineering Company	
Address with Zip Code: 3433 Roanoke Road, Kansas City, MO 64111	
Federal Tax I.D. Number: 44-00470840	
Check One: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>	
If SOLE PROPRIETORSHIP , state name, address and phone number of owner:	
N/A	
If CORPORATION :	
Date of Incorporation: 2/12/1914	Name of State(s) in which incorporated: Missouri
President's Name: Tim Moormeier	Vice-President's Name: Clay Daniels
Secretary's Name: Bob Brunson	Treasurer's Name: Brendan Rittle
If PARTNERSHIP :	
Is the Partnership: General Limited Association (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1. N/A	
2.	
3.	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your own staff: 100%?	
No. of Permanent Employees: 1112	Geographical Limits of Operation: KC Midwest Area
No. of years in business: 125	
Have you ever done business under a different name: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Check one)	
If Yes, state where and why:	
See Attached Legal Statement	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes **No** (Check one)

If Yes, Explain:
 See Attached Legal Statement

List Completed Contracts within the Past Three Years, Including Amount of Each:
 See Attached

List of Current Contracts, Including Amount of Each:
 See Attached

Please indicated how you intend to comply with the State of Missouri's Prevailing Wage Requirement:
 We use 100% union contractors.

Customer Reference (state name, address, and phone number):
 See Attached

List each subcontractor you plan to use if awarded the contract. If no, so state. **No**

SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE

State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (if none, so state):
 None

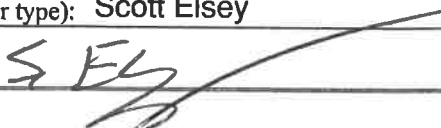
DBE STATUS Indicate status claimed:

1. Minority Owned Business (MBE) YES ___ NO X
 African American ___ Latino ___ Native American ___ Asian ___ Pacific Islander ___

2. Woman Owned Business (WBE) YES ___ NO X

3. Small Business YES ___ NO X

For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.

Prepared by (print or type): Scott Elsey	Title: Project Manager
Signature: 	Date: 1/23/18

U.S. ENGINEERING COMPANY CURRENT MAJOR PROJECTS

OWNER	CM/GENERAL CONTRACTOR	PROJECT	LOCATION	PERCENT COMPLETE	CONTRACT	COMPLETE
Department of Homeland Security	McCarthy/Mortenson	NBAF Labs Phase	Manhattan, KS	19%	\$150,000,000	12/31/22
University of Kansas	Clark/McCownGordon JV	KU Central District Development Project	Lawrence, KS	79%	\$42,042,774	08/01/18
University of Colorado Health	GE Johnson	UCHealth Memorial North Expansion	Colorado Springs, CO	1%	\$17,733,000	04/01/19
Adams County	Saunders Construction	Human Services Building	Westminster, CO	98%	\$11,830,266	09/01/17
State of Wyoming	JE Dunn Construction	Wyoming State Capitol Renovation	Cheyenne, WY	37%	\$10,332,978	10/10/19
Leprino Foods	Whiting-Turner Contracting Company	Manufacturing Plant Expansion	Greeley, CO	74%	\$10,096,262	11/01/17
Ball Aerospace	Hensel Phelps Construction	Plant Expansion	Westminster, CO	5%	\$9,791,689	12/31/18
Presbyterian St. Luke's Hospital	Layton Construction	Central Plant Upgrades	Denver, CO	91%	\$9,366,858	07/31/17
The University of Kansas Hospital	JE Dunn Construction	Cambridge North Tower	Kansas City, KS	76%	\$8,456,772	12/01/17
University of North Colorado	Adolfson & Peterson	UNC Commons	Greeley, CO	9%	\$8,000,000	10/01/18





U.S. ENGINEERING COMPANY

Mechanical Contractor Since 1893

3433 Roanoke Road
Kansas City, MO 64111-3726
www.usengineering.com

Tel 816.753.6969
Fax 816.931.5773

References:

Contact Name: Jim Williamson
Business Name: Quintiles
Address: 6700 W 115th Street
Overland Park, KS 66206
Phone: 913-708-6791
Services Provided: General HVAC & Plumbing Service/
Maintenance/ Repairs/ and Replacments

Contact Name: Erik Hanan
Business Name: IKEA
Address: 6000 IKEA Way
Merriam, KS 66202
Phone: 888-888-4532
Services Provided: General HVAC & Plumbing Service/
Maintenance/ Repairs/ and Replacments

Contact Name: Damon Bender
Business Name: Coveris
Address: 1701 Johnson Industrial Drive
Excelsior Springs, MO 64024
Phone: 816-630-6581
Services Provided: General HVAC & Plumbing Service/
Maintenance/ Repairs/ and Replacments

9.0 QUOTATION

9.1 Total Base Bid: The Undersigned Bidder hereby proposes to perform all work as outlined in the Specifications as necessary and incidental to the completion of HVAC Services as follows:

NO.	DESCRIPTION	PRICE PER HOUR
1.	Regular Work Hours, Hourly Rate, Monday - Friday, 8:00 a.m. - 5:00 p.m.	\$ 84.00
2.	Overtime Work Hours, Hourly Rate Outside of Regular Work Hours, and Saturdays	\$ 120.75
3.	Overtime Work Hours, Hourly Rate Sundays and Holidays, 8:00 a.m. - 5:00 p.m.	\$ 120.75
4.	Percentage markup on materials of net cost as reflected on supplier's invoices of parts, equipment, materials, and supplies and must include any and all delivery charges.	25 %
5.	Delivery Charge, if any, for parts orders	\$ N/A

NOTE: Percentage mark-up for parts, equipment, materials, and supplies furnished by the subcontractors of the successful contractor shall be paid by the county only once and directly to the successful contractor and shall not exceed the percentage quoted above. The County will not pay for rental to the successful contractor for equipment, parts and supplies that are customarily used in the operation of the Successful Contractor's business.

9.2 Hours of Service:

Indicate Normal Service Hours and Days available: Monday through Friday 8:00am through 4:30pm

Indicate After/Emergency Service Hours and Days available: 4:30pm to 8am, Monday PM through Friday AM
 4:30pm through 8am, Monday and Holidays

Indicate name and phone number of the contact person who should receive service calls:

Name: Melissa Agne

Phone: 816-753-6980

SIGNATURE: 	DATE: <u>1/31/18</u>
NAME (PRINT): Clay Daniels	PHONE: 816-753-6969
TITLE (PRINT): V.P. of Service & Solutions	CELL:
COMPANY NAME (PRINT) U.S. Engineering Company	FAX: 816-931-5773
E-MAIL ADDRESS (PRINT) clay.daniels@usengineering.com	
E-MAIL ADDRESS FOR PO'S (PRINT) scott.elsey@usengineering.com	
URL (PRINT): www.usengineering.com	

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$108,607.00 within the 2018 General Fund to restore funding for vacant positions in the County Counselor's Office.

RESOLUTION NO.19782, March 19, 2018

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Ordinance 5062, dated December 6, 2017, the Legislature did establish certain Reserve Accounts for certain budget lines within the 2018 County budget; and,

WHEREAS, certain funds appropriated in such a Reserve Account within the 2018 General Fund are needed to restore funds necessary to fill vacant support staff positions within the County Counselor's Office; and,

WHEREAS, there are numerous disputes between the County Executive and the Legislature regarding the validity of Ordinance 5062, relating to its construction and interpretation, and multiple related issues; and,

WHEREAS, the Chief Administrative Officer has recommended the adoption of this Resolution, without waiving any previous position taken in reliance upon the memorandum of the County Counselor dated December 22, 2017, regarding Ordinance 5062, and without waiving any position taken in reliance upon other legal memorandums provided by the Office of the County Counselor; and,

WHEREAS, the Legislature recognizes that funds identified as Reserve Funds in the adopted 2018 budget within the General Fund are needed to restore the vacant positions in the County Counselor's Office; and,

WHEREAS, the Chief Administrative Officer has requested that the funds identified in this Resolution be made available for such use by the County Counselor's Office within the 2018 budget; and,

WHEREAS the Legislature agrees that funds described in this Resolution should be made available for such use by posting to certain budget line items in the General Fund budget; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer or equivalent documentation/identification, to accomplish posting of the funds in the budget management system so that the funds are available for immediate use and expenditure within the 2018 budget, be and hereby is authorized:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Reserve 001-8006	56835- Reserve Operating	\$108,607	
County Counselor 001-1101	55010- Regular Salaries		\$80,246
001-1101	55040- FICA Taxes		\$6,139
001-1101	55050- Pension Contribution		\$7,222
001-1101	55060- Insurance Benefits		\$15,000

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

APPROVED AS TO FORM:

Jay D. Hader
Chief Deputy County Counselor

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No.19782 of March 19, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for the above-described transfer or equivalent documentation and/or identification to accomplish posting of the funds in the County's budget management system so that the funds are available for immediate use and expenditure are available in the sources indicated below.

ACCOUNT NUMBER: 001 8006 56835
ACCOUNT TITLE: General Fund Reserve
NOT TO EXCEED: \$108,607.00

3/15/18
Date

[Signature]
Chief Administrative Officer

