

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE transferring \$53,000.00 within the 2016 Park Enterprise Fund and appropriating \$270,984.00 from the undesignated fund balance of the 2016 Grant Fund in acceptance of Federal Lands Access Program grant awarded by the Missouri Highways and Transportation Commission, and authorizing the County Executive to execute a Program Agreement with the Missouri Highways and Transportation Commission for the expenditure of grant funds.

ORDINANCE NO. 4827, February 29, 2016

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, by Resolution 18652, dated November 3, 2014, the Legislature authorized the execution Memorandum of Agreement with the Missouri Highways and Transportation Commission for the Federal Lands Access Program (FLAP) Project; and,

WHEREAS, the FLAP Project will provide funds in the amount of \$217,984.00, to replace segments of limestone aggregate surfacing material with concrete over a one-mile section of the Longview Lake Trail; and,

WHEREAS, this grant requires matching funds in the amount of \$53,000.00 to cover the unfunded portions of the program; and,

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

WHEREAS, the County Executive recommends said transfer and appropriation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2016 Park Enterprise Fund and appropriation from the undesignated fund balance of the 2016 Grant Fund be and hereby are made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Enterprise Fund Construction Services			
300-1608	58020 – Buildings & Improv.	\$53,000	
300-9100	56105 - Operating Transfers Out		\$53,000
Grant Fund Construction Services			
010-9999	47070 – Operating Transfers In	\$ 53,000	
010-9999	45858 – Increase in Revenue	\$217,984	
010-2810	Undesignated Fund Balance		\$270,984
010-2810	Undesignated Fund Balance	\$270,984	
010-1608	58060 – Other Improvements		\$270,984

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached Agreement with the Missouri Highways and Transportation Commission and any other documents needed to give effect to this ordinance.

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. 4827 introduced on February 29, 2016, was duly passed on _____, 2016 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. 4827.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 300 1608 58020
ACCOUNT TITLE: Park Enterprise Fund
Construction Services
Buildings and Improvements
NOT TO EXCEED: \$53,000.00

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: \$270,984.00

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

ACCOUNT NUMBER: 010 1608 58060
ACCOUNT TITLE: Grant Fund
Construction Services
Other Improvements
NOT TO EXCEED: \$270,984.00

February 23, 2016
Date

[Signature]
Director of Finance and Purchasing

CCO Form: FS24
Approved: 09/14 (MWH)
Revised: 07/15 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: FLAP - 9901(431)
Award Year: 2015
Federal Agency: Federal Highway Administration, Eastern Federal Lands
Highway Division

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
FEDERAL LANDS ACCESS PROGRAM
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and Jackson County (hereinafter, County).

WITNESSETH:

WHEREAS, a Project Memorandum of Agreement has been entered into by the Commission, Eastern Federal Lands Highway Division, and the County.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. 204, funds to be used for Federal Lands Access Program activities. The purpose of this Agreement is to grant the use of such Federal Lands Access Program funds to the County.

(2) LOCATION: The Federal Lands Access Program funds which are the subject of this Agreement are for the project at the following location:

This segment is 2,972 ft. in length between Footbridge #1 and Footbridge #2 around the Army Corps of Engineer's Longview Lake.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline

within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the County agrees to repay the Commission for any progress payments made to the County for the project and agrees that the Commission may deduct progress payments made to the County from future payments to the County. The County may not be eligible for future Federal Lands Access Program Funds if the County does not meet the reasonable progress policy.

(4) INDEMNIFICATION :

(A) To the extent allowed or imposed by law, the County shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the County's wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The County shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the County and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's District Engineer

is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the County agrees as follows:

(A) Civil Rights Statutes: The County shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the County is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The County shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The County shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the County. These apply to all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the County of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The County shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the County is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the Commission or the United States Department of

Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the County fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the County complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The County shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The County will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the County becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the County may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The County shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the County with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the County.

(11) ACCESS TO RECORDS: The County and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the County receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the County, and the County may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the County" is to be substituted. The County agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project 9901(431) or contemplated by this Agreement.

(14) MAINTENANCE OF DEVELOPMENT: The County shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the County shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the County shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the County fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the County in writing of the County's failure to maintain the improvement. If the County continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the County. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The County shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the County as follows:

(A) Federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by County. Any costs

incurred by County prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80.69% percent not to exceed \$217,984. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of County. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The County may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The County shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the County has not paid the vendor prior to receiving reimbursement, the County must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The County shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the County must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The County shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the County's contractor and subcontractor on the herein project. The County shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Federal Lands Access Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of

the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the County of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the County's proposal for the work to be performed. The County shall submit for Commission approval a DBE goal or plan. The County shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The County shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the County, through the Commission, any monies due. The County shall refund any overpayments as determined by the final audit.

(26) OMB AUDIT: If the Grantee expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Grantee expend(s) less than seven hundred fifty thousand dollars (\$750,000) in a year, the Grantee may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The County shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

JACKSON COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

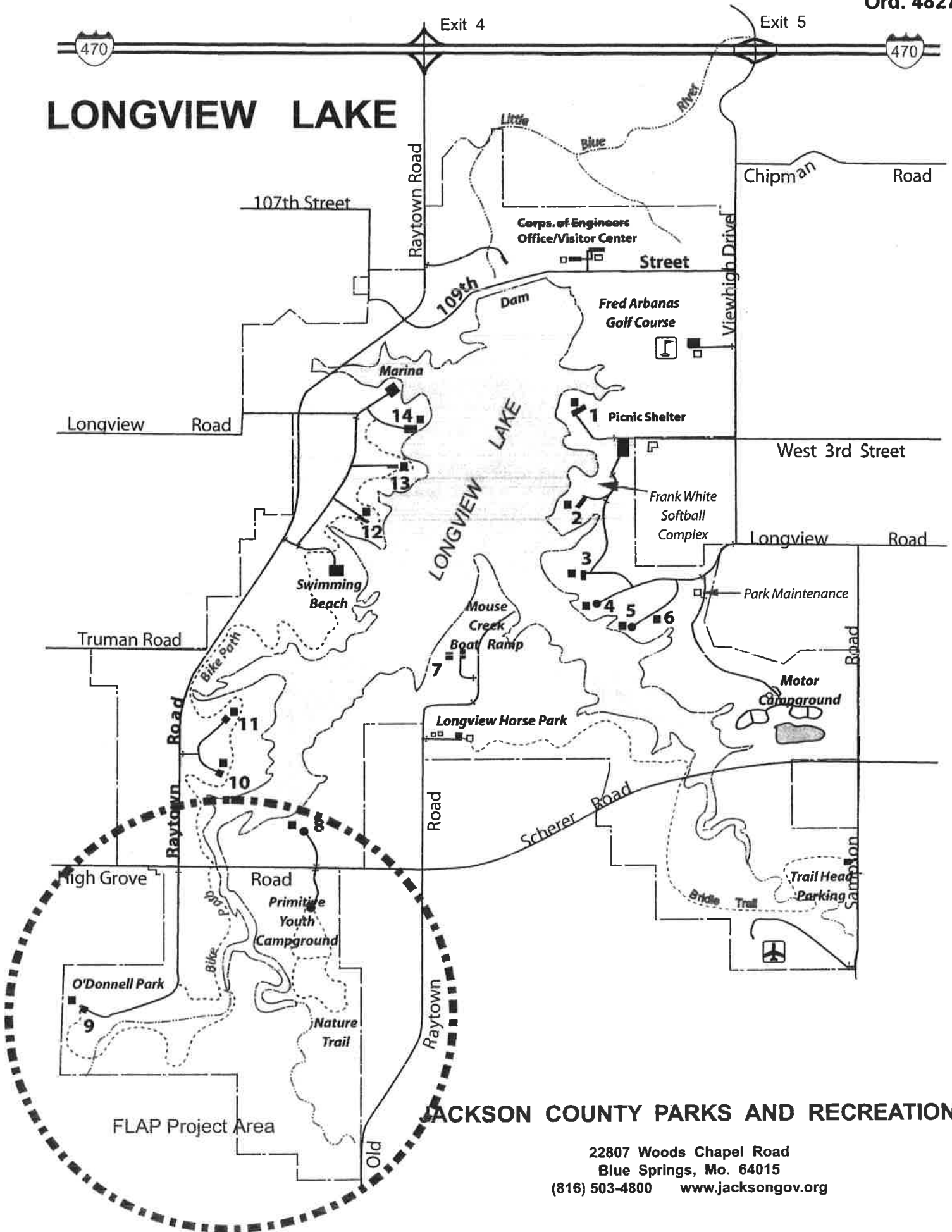
Commission Counsel

Title _____

Ordinance No _____

Exhibit A - Location of Project

LONGVIEW LAKE



JACKSON COUNTY PARKS AND RECREATION

22807 Woods Chapel Road
 Blue Springs, Mo. 64015
 (816) 503-4800 www.jacksongov.org

Exhibit B – Project Schedule

Project Description: This project is to rebuild a portion of shared use path and pave the path's surface to make it more durable and enhance accessibility.

Task	Date
Environmental Documentation	Nov 2014 - Jan 2015
Plans, Specifications & Estimate (PS&E) Submittal	December 2015
Plans, Specifications & Estimate (PS&E) Approval	February 2016
Advertisement for Letting	April 2016
Bid Opening	May 2016
Construction Contract Award or Planning Study completed (REQUIRED)	June 2016

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

**Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4827

Sponsor(s): Tony Miller

Date: February 29, 2016

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance																																							
	Project/Title: <u>Approval of Federal Lands Access Program "Program Agreement" for Improvements to the Longview lake Multi-purpose Trail</u>																																							
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="316 567 1502 997"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td colspan="2" style="text-align: right;">\$217,984.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td colspan="2" style="text-align: right;">\$53,000.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td colspan="2" style="text-align: right;">\$270,984.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td colspan="2" style="text-align: right;">\$270,984.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number;</td> <td>FROM ACCT:</td> <td>TO ACCT:</td> </tr> <tr> <td>FROM : Park Enterprise Fund 300-</td> <td></td> <td></td> </tr> <tr> <td> 1608-5820; -Construction Services - Buildings & Improvements</td> <td>53,000.00</td> <td></td> </tr> <tr> <td> 9100 – Operating Transfers</td> <td></td> <td>53,000.00</td> </tr> <tr> <td>TO : Grant Fund 010</td> <td></td> <td></td> </tr> <tr> <td> 1608 – 45858; Construction Services – Increase in Revenue</td> <td></td> <td>217,984.00</td> </tr> <tr> <td> 2810; Undesignated Fund Balance</td> <td>217,984.00</td> <td></td> </tr> <tr> <td> 1608 - 47070; Construction Services – Operating Transfers In</td> <td>53,000.00</td> <td></td> </tr> <tr> <td> 1608 – 58060; Construction Services – Other Improvements</td> <td></td> <td>270,984.00</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):</p> <p>Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$217,984.00		Amount previously authorized this fiscal year:	\$53,000.00		Total amount authorized after this legislative action:	\$270,984.00		Amount budgeted for this item * (including transfers):	\$270,984.00		Source of funding (name of fund) and account code number;	FROM ACCT:	TO ACCT:	FROM : Park Enterprise Fund 300-			1608-5820; -Construction Services - Buildings & Improvements	53,000.00		9100 – Operating Transfers		53,000.00	TO : Grant Fund 010			1608 – 45858; Construction Services – Increase in Revenue		217,984.00	2810; Undesignated Fund Balance	217,984.00		1608 - 47070; Construction Services – Operating Transfers In	53,000.00		1608 – 58060; Construction Services – Other Improvements		270,984.00
Amount authorized by this legislation this fiscal year:	\$217,984.00																																							
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PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): Resolution # 18652; November 3, 2014																																							
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Bruce Wilke, Landscape Architect, 503-4802																																							
REQUEST SUMMARY	Jackson County has been selected to participate in a reimbursement grant under the Federal Lands Access Program, (FLAP), to be used for improvements to the Longview Lake Trail. We are requesting authorization for the County Executive to execute the attached Program Agreement between the Federal Highway Administration – Eastern Federal Lands Highway Division, Missouri Department of Transportation and Jackson County. The project will replace segments of limestone aggregate surfacing material with concrete over a one mile section of the trail. A formal bid for construction is anticipated to be let in Summer of 2016. We further request that \$217,984.00 be appropriated from the 2016 Grant Fund to cover the upfront cost of the Federal participation amount. The Parks Department has \$53,000.00 appropriated in the 2016 operating budget to cover the Local portion.																																							
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	MoDOT Cover Letter; Program Agreements																																							

REVIEW	Department Director: <i>Michelle Anderson</i>	Date: <i>2-10-16</i>
	Finance (Budget Approval): <i>If applicable</i> <i>Ray Jones</i>	Date: <i>2/12/16</i>
	Division Manager: <i>Mary Lou Brown</i>	Date: <i>2/24/16</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:	
		FROM ACCT:	TO ACCT:
FROM : Park Enterprise Fund 300-1608-5820	Construction Services - Buildings & Improvements	53,000.00	
9100	Operating Transfers Out		53,000.00
TO : Grant Fund 010 1608 - 45858	Construction Services - Increase in Revenue		217,984.00
2810	Undesignated Fund Balance	217,984.00	
1608 - 47070	Construction Services - Operating Transfers In	53,000.00	
1608 - 58060	Construction Services - Other Improvements		270,984.00

- 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.

Missouri Department of Transportation

600 Northeast Colbern Rd.
816.622.6500
Fax: 816.622.6550
1.888.ASK MODOT (275.6636)
Lee's Summit, Missouri 64086

November 9, 2015

Bruce Wilke
Jackson County Parks + Rec
22807 Woods Chapel Road
Blue Springs, MO 64015

RE: FLAP 9901(430) Updated Funding Agreement Packet

Dear Mr. Wilke:

Enclosed are five (5) copies of the Program Agreement for the abovementioned project. I added a location map to the program agreement, but please feel free to add a different map, if you would prefer.

Please return all five (5) copies of the executed, sealed, and acknowledged program agreement a copy of the ordinance authorizing execution of each document as soon as possible.

If you have any questions, please contact me at (816) 607-2261.

Sincerely,



Gerri Doyle
Senior Transportation Planner

Attachments

*Please make
sure all signatures
are original
Thanks*

*Bruce, please remember that all signatures
must be original*



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$4,930.00 from the undesignated fund balance of the 2016 Park Fund in acceptance of easement and processing fees from the Kansas City, Missouri Water Services Department, and authorizing the County Executive to execute a Permanent Easements in favor of the City of Kansas City, Missouri.

ORDINANCE NO. 4828, February 29, 2016

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the City of Kansas City, Missouri Water Services Department has requested a permanent easement on .33 acres of County park land for river bank maintenance purposes in conjunction with the Swope Park Industrial Area Flood Damage Reduction Project and bank stabilization; and,

WHEREAS, the easement lies next to the Blue River within the Blue River Parkway adjacent to the Southeast Landfill; and,

WHEREAS, the easement will result in minimal disturbance to park usage; and,

WHEREAS, the Director of Parks and Recreation has recommended that the County execute the attached Permanent Easement in favor of the City of Kansas City Water Services Department, for this project; and,

WHEREAS, the City has agreed to pay the County easement and processing fees required by the County Code, totaling \$4,930.00, and,

WHEREAS, these funds are to be used for property acquisition and/or other improvements within the park system; and,

WHEREAS, an appropriation is needed to place the funds in the appropriate spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2016 Park Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Fund Maintenance & Operations			
003-9999	47020 – Sale of Fixed Assets	\$4,930	
003-2810	Undesignated Fund Balance		\$4,930
003-2810	Undesignated Fund Balance	\$4,930	
003-1608	58060 – Other Improvements		\$4,930

BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that the attached Permanent Easement is hereby approved and that the County Executive is hereby authorized to execute on behalf of the County the Agreement and any other documents necessary to give effect to this Ordinance.

APPROVED AS TO FORM:

Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4828 of February 29, 2016, was duly passed on _____, 2016 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. 4828.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 003 2810
ACCOUNT TITLE: Park Fund
Undesignated Fund Balance
NOT TO EXCEED: \$4,930.00


Date



Director of Finance and Purchasing

Project No. 89002672
SEC 14 TW 48 RG 33
Tract No. 314
Jackson County Missouri
7700 Blue River Road
Kansas City, MO
64132

Ord. 4828

PERMANENT CHANNEL IMPROVEMENT / MAINTENANCE EASEMENT

Let it be known that **JACKSON COUNTY MISSOURI**, owner of the subject property, hereafter called the **GRANTOR**, on this ____ day of _____, 20__, for and in consideration of \$1.00, the receipt of which is acknowledged, does grant, remise, release and forever Quit-Claim unto **Kansas City**, a Missouri Municipal Corporation, through its Water Services Department, whose mailing address is:

**Water Services Department
Waterways
4800 E. 63rd Street
Kansas City, MO 64130**

and hereafter called the **GRANTEE**, a **PERMANENT CHANNEL IMPROVEMENT / MAINTENANCE EASEMENT** A perpetual and assignable right and easement in (the lands described in Exhibit A) (Tracts Nos, 14C and 14D) to construct, maintain, repair, operate, patrol and replace a flood protection (levee) including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over under and through the following described tract of land situated in Kansas City, Jackson County , Missouri, to-wit:

LEGAL DESCRIPTION(S), together with the right of ingress to and egress from the described land and contiguous land owned by GRANTOR(S).

Exhibit "A"

Permanent Channel Improvement / Maintenance Easement Tract 14C:

A tract of land situated in the Northwest Quarter of Section 14, Township 48 North, Range 33 West of the 5th Principal Meridian in the City of Kansas City, Jackson County, Missouri, said tract being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Missouri Coordinate System of 1983/97).

Commencing at the Northwest corner of the Northwest Quarter of said Section 14;

Thence South 02°13'00" West 900.04 feet, along the West line of the Northwest Quarter, of said Section 14, to a point on the South line of Block 1 "Swope Park Industrial District" plat, a subdivision of land in the City of Kansas City, Jackson County, Missouri and the North right-of-way line of the railroad easement described in Doc. No. B433917 recorded in Book 5562 at Page 273;

Thence South 87°16'53" East 1,840.91 feet, along said South line and the Easterly prolongation thereof, to the Northeast corner of Lot 1 "Abbott's Acquisition", a subdivision of land in the City of Kansas City, Jackson County, Missouri;

Thence South 02°43'07" West 118.96 feet, along the East line of said Lot 1, to the Southeast corner of said Lot 1;

Thence South 14°09'07" West 100.00 feet to a point on the Southerly line on a existing Permanent Channel Improvement / Maintenance Easement described in document No. 2013E0022726;

Thence North 75°50'53" West 59.90 feet, along said Southerly line, to the "true point of beginning" of the easement herein described;

Thence South 88°31'27" West 391.74 feet, departing from said Southerly line, to a point of the Easterly line of the said easement;

Thence North 02°15'24" East 17.09 feet along said Easterly line;

Thence North 76°43'27" East 192.79 feet along the Southerly line of said easement;

Thence South 75°50'53" East 209.66 feet, along said Southerly line, to the "true point of beginning" of the easement herein described, containing 12,650 square feet or 0.2904 acres, more or less.

Subject to all easements and restrictions of record.

Permanent Channel Improvement / Maintenance Easement Tract 14D:

A tract of land situated in the Northwest Quarter of Section 14, Township 48 North, Range 33 West of the 5th Principal Meridian in the City of Kansas City, Jackson County, Missouri, said tract being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Missouri Coordinate System of 1983/97).

Commencing at the Northwest corner of the Northwest Quarter of said Section 14;

Thence South 02°13'00" West 900.04 feet, along the West line of the Northwest Quarter, of said Section 14, to a point on the South line of Block 1 "Swope Park Industrial District" plat, a subdivision of land in the City of Kansas City, Jackson County, Missouri and the North right-of-way line of the railroad easement described in document No. B433917 recorded in Book 5562 at Page 273;

Thence South 87°16'53" East 1,840.91 feet, along said South line and the Easterly prolongation thereof, to the Northeast corner of Lot 1 "Abbott's Acquisition", a subdivision of land in the City of Kansas City, Jackson County, Missouri;

Thence South 02°43'07" West 118.96 feet, along the East line of said Lot 1, to the Southeast corner of said Lot 1 said point also being the "true point of beginning" of the easement herein described;

Thence South 75°50'53" East 20.00 feet;

Thence South 14°09'07" West 100.00 feet;

Thence North 75°50'53" West 20.00 feet to a point on the Easterly line on a existing Permanent Channel Improvement / Maintenance Easement described in document No. 2013E0022726;

Thence North 14°09'07" East 100.00 feet, along said Easterly line, to the "true point of beginning" of the easement herein described, containing 2,000 square feet or 0.0459 acres, more or less.

Subject to all easements and restrictions of record.

The **GRANTEE**, its agents, employees or independent contractors shall have the right to go upon the above described tracts of land, for the purpose of constructing, maintaining, and repairing the Permanent Channel Improvement / Maintenance Easement improvements and appurtenances thereto, and shall upon completion of such construction, maintenance or repair, cause the land of the **GRANTOR** to be restored to substantially the same condition that existed prior to the **GRANTEE'S** entry upon it.

The **GRANTOR** herein agree for itself and for its heirs, successors or assigns, that the tract of land over which a Permanent Channel Improvement / Maintenance Easement is being granted shall be kept free from buildings or any other structures or obstructions (except grass, shrubs, fences, sidewalks, roadways, pavement or curbs) that would interfere with the **GRANTEE** in excavating upon said permanent easement for the purposes of laying, constructing, operating, maintaining or repairing Permanent Channel Improvement / Maintenance Easement and any appurtenances incidental thereto.

The **GRANTOR** herein also agree for itself and for its heirs, successors, or assigns, that no change in the earth cover through storm water ditches and swales, will be made without the written approval of the **GRANTEE'S** Director of Water Services and **GRANTEE** will permit no change in the earth cover that will result in an earth cover of more than 8.0 feet as measured from the top of the Permanent Channel Improvement / Maintenance Easement without same approval.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted, and that they have good and lawful right to convey said easement to the **GRANTEE** herein.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By: _____
W. Stephen Nixon, County Counselor

Frank White, Jr., County Executive

ATTEST:

By: _____
Mary Jo Spino, Clerk of the County Legislature

Exhibit

Swope Park Industrial District

"Point of Commencement"
NW cor., NW 1/4, Sec. 14-48-33
Fnd. 3/4" square bar

West line, NW 1/4, Sec. 14-48-33

South line Block 1 & 5, "Swope Park Industrial District"
S87°16'53"E 1840.91'

North line Lot 1, "Abbott's Acquisition"

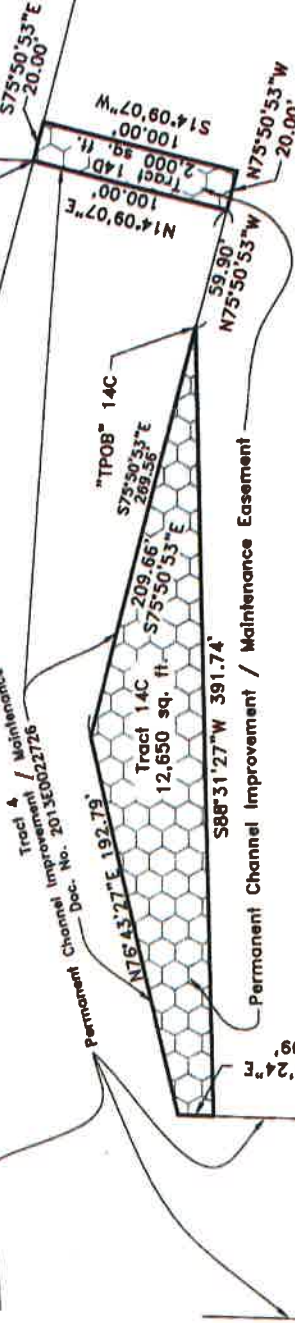
East terminus of Description
Doc. #2013E0120247
Case No. 1316-CV03716

Lot 1 Abbott's Acquisition

South line Lot 1 Abbott's Acquisition
S86°48'21"W 281.09'

S76°43'27"W 60.01'

Tract 4
Channel Improvement / Maintenance Easement
Doc. No. 2013E0027726



Tract 14
Owner: Jackson County

Area Table

Tract No.: 14

OWNERS NAME, SITE ADDRESS, MAILING ADDRESS:

Jackson County Missouri
Site Address - 7700 Blue River Road
Kansas City, Mo. 64132
Mailing Address - 415 E 12th Street
Kansas City, Mo. 64106

COUNTY PARCEL NO.: JA468200706000000000

AREA (Sq. Ft.): 344,979

REMAINING (Sq. Ft.): 344,979

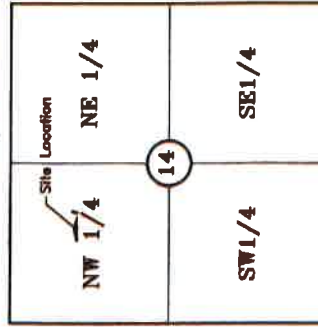
CHANNEL EASEMENT 14C (Sq. Ft.): 12,650

CHANNEL EASEMENT 14D (Sq. Ft.): 2,000

Legend

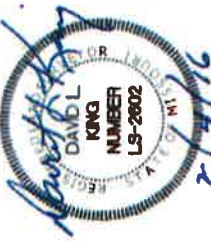
- Denotes Found 1/2" Bar
- ⊕ Denotes Property Line
- ⊕ Denotes Centerline
- ⊕ Denotes True Point of Beginning
- ⊕ Broken Scale
- ⊕ Denotes Permanent Channel Improvement / Maintenance Easement

Section 14
TWP 48N - RNG 33W
Jackson County, Missouri



Location Map
Scale 1" = 2000'

Owner: Jackson County, Mo.
Tract 14



Certification:
This is to certify that the exhibit shown hereon was made by me, or under my direct supervision, this 27th day of February 2016, that the results are correctly shown and said survey meets or exceeds current Missouri Minimum Standards for a Plat or Certificate of Survey to the best of my knowledge and belief.

David L. King
David L. King - Mo. L.S. No. 2802

1 inch = 60 ft.

Smith, King & Associates Professional Surveyors 4800 E 63rd Street Kansas City, Mo. 64130 For: Kansas City Water Services - R89002672 Project: Tract 14 Easement Exhibit		DATE: _____ SHEET: 1 of 1 SCALE: 1" = 2000'
PROJECT: Tract 14 Easement Exhibit SHEET: 1 of 1 SCALE: 1" = 2000'		SHEET NO.: 1 TOTAL SHEETS: 15045

Ord. 4828

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4828

Sponsor(s): Tony Miller

Date: February 29, 2016

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Permanent Easement to the City of Kansas City -Water Services Department for the Swope Park Industrial Area Flood Damage Reduction Project</u></p>																		
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="326 541 1458 856"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$4,930.00</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>\$4,930.00</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;</td> <td></td> </tr> <tr> <td>FROM: 003-9999-47020 Park Fund – Sale of Fixed Assets</td> <td>4,930.00</td> </tr> <tr> <td>TO: 003-2810 Park Fund - Undesignated Fund Balance</td> <td>4,930.00</td> </tr> <tr> <td>FROM: 003-2810 Park Fund - Undesignated Fund Balance</td> <td>4,930.00</td> </tr> <tr> <td>TO: 1608-58060 Park Fund – Maintenance & Operations and Other Improvements</td> <td>4,930.00</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): NA Prior Year Actual Amount Spent (if applicable): NA</p>	Amount authorized by this legislation this fiscal year:	\$4,930.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$4,930.00	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number;		FROM: 003-9999-47020 Park Fund – Sale of Fixed Assets	4,930.00	TO: 003-2810 Park Fund - Undesignated Fund Balance	4,930.00	FROM: 003-2810 Park Fund - Undesignated Fund Balance	4,930.00	TO: 1608-58060 Park Fund – Maintenance & Operations and Other Improvements	4,930.00
Amount authorized by this legislation this fiscal year:	\$4,930.00																		
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Total amount authorized after this legislative action:	\$4,930.00																		
Amount budgeted for this item * (including transfers):	\$0																		
Source of funding (name of fund) and account code number;																			
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FROM: 003-2810 Park Fund - Undesignated Fund Balance	4,930.00																		
TO: 1608-58060 Park Fund – Maintenance & Operations and Other Improvements	4,930.00																		
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Res. 18089 Feb. 20, 2013</p>																		
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Bruce Wilke, Landscape Architect, 503-4802</p>																		
<p>REQUEST SUMMARY</p>	<p>We are requesting that the County Executive be authorized to execute the attached Permanent Easement in favor of the City of Kansas City. Their Water Services Department is requesting the permanent easement on 0.33 acres of County park land for river bank maintenance purposes in conjunction with the Swope Park Industrial Area Flood Damage Reduction Project and bank stabilization. The Easement lies next to the Blue River within the Blue River Parkway adjacent to the Southeast Landfill. Granting the easement will not interfere with park operations and will not adversely impact the park. The parks department therefore has no objections to granting these transactions. The City has agreed to pay the \$0.20/square foot easement fee, (\$2,930.00) and the \$2,000.00 easement processing fee. We further request the fees from this action be accepted and appropriated into account 003-1608-58060.</p>																		
<p>CLEARANCE</p>	<p><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)</p>																		
<p>ATTACHMENTS</p>	<p>Water Services Department Cover Letter, Legislative Memorandum, Location Map, Exhibit Tracts 14c & 14d Permanent Easement Document</p>																		

REVIEW	Department Director: Michele Newman <i>Michele Newman</i>	Date: February 12, 2016
	Finance (Budget Approval): <i>If applicable</i> <i>Hayden</i>	Date: <i>2/18/16</i>
	Division Manager: <i>Mary Lou Brown</i>	Date: <i>2/24/16</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:
003-1608-58060	Park Fund – Maintenance & Operations and Other Improvements	4,930.00

- 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.



KANSAS CITY WATER SERVICES

Ord. 4828

WATERWAYS DIVISION
4800 E. 63rd Street
Kansas City, MO 64130

P: 816-513-0490 F: 816-513-0272

February 12, 2015

**Mr. Bruce Wilke
Jackson County Parks and Recreation Department
22807 Woods Chapel Road
Lee's Summit, Missouri 64015**

Mr. Wilke:

Pursuant to our discussion of Wednesday February 10, 2016, we would like to reference Jackson County Resolution 18089 recorded in Instrument Number 2013E0022726. Despite our best efforts to accommodate the needs of our engineer of record in the design of the Swope Park Flood Risk Reduction Project, we are being asked to acquire additional real estate adjacent to the Permanent Channel Improvement / Maintenance Easement described in the above referenced document.

We have made it very clear that this will be the last endeavor regarding this project. Attached is the conveyance document for your use and review. We do understand that the two parcels of 12,650 square feet and 2,000 square feet totaling 14,650 square feet will be charged at \$.20 per square foot to total \$2,930.00. In addition, there will be an administration fee of \$2,000.00 for a grand total due to the County of \$4,930.00 payable upon completion of the filing.

Please advise when the matter will be brought before the board and provide us a copy of the approved resolution so we can order a check to exchange for the executed documents. The City of Kansas City, Missouri wishes to take this opportunity to express our appreciation for your cooperation in these efforts. Should you have any further questions regarding these matters please do not hesitate to contact us.

Sincerely,

**Mickey Ray Cruse
Project Manager**

Attachment

Memorandum

Ord. 4828

Date: February 12, 2016

To: Legislative Committee

From: Michele Newman, Director of Parks & Recreation

Sub: Permanent Easement in Blue River Parkway

The City of Kansas City through their Water Services Department is requesting passage of an Ordinance approving a Permanent Easement for stream bank maintenance of the Blue River in the Blue River Parkway. These actions are necessary for completion of the Swope Park Industrial Area Flood Damage Reduction Project.

Background:

- In 2013, the County sold three parcels of the Blue River Parkway totaling 30.093 acres lying on the opposite side of the river from the rest of the park property adjoining the old Southeast Landfill.
- The City needed the parcels as a part of the Swope Park Industrial Area Flood Damage Reduction Project for construction of floodwalls, levees, interior storm water drainage and detention, a railroad flyover bridge for safe ingress/egress, and environmental mitigation as required to reduce flood risks during high rainfall events.
- The City is also was granted a Permanent Easement on 2.90 acres for stream bank stabilization as necessary.
- The City has now determined they need an additional 14,650 sq. feet of Permanent Easement.
- The City has agreed to pay \$2,930.00 for the easement and \$2,000.00 processing fee.
- Approval of the transaction will not have a negative impact on the usability of the Blue River Parkway.

Please let me know if any additional information is required. I would be most happy to meet with you prior to the next Committee meeting to answer any remaining questions.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE transferring \$210,270.00 within the 2016 General Fund and appropriating \$294,455.00 from the undesignated fund balance of the 2016 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. 4829, February 29, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Prosecuting Attorney's Office has been awarded a grant in the amount of \$84,185.10 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 prosecuting attorneys to attend training programs related to domestic violence; and,

WHEREAS, the grant is subject to a local match in the amount of \$210,270.10 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; and,

WHEREAS, the County Executive recommends said transfer and appropriation; 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>
General Fund			
Prosecuting Attorney			
001-4101	56798 - Grant Match	\$210,270	
001-9100	56105 - Operating Transfers Out		\$210,270
Grant Fund			
Violence Against Women			
010-9999	47070 - Operating Transfers In	\$210,270	
010-9999	45808 - Increase Revenue	\$ 84,185	
010-2810	Undesignated Fund Balance		\$294,455
010-2810	Undesignated Fund Balance	\$294,455	
010-4125	55010 - Regular Salaries		\$200,353
010-4125	55040 - FICA		\$ 15,327
010-4125	55050 - Pension		\$ 23,318
010-4125	55060 - Health Insurance		\$ 53,030
010-4125	56140 - Travel		\$ 1,428
010-4125	56750 - Education Benefits		\$ 1,000

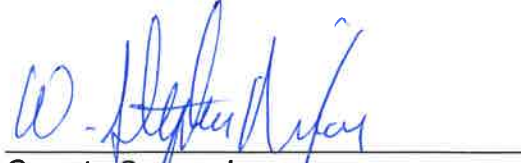
and,

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. 4829 introduced on February 29, 2016, was duly passed on _____, 2016 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. 4829.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 001 4101 56798
ACCOUNT TITLE: General Fund
Prosecuting Attorney
Grant Match
NOT TO EXCEED: \$210,270.10

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Undesignated Fund Balance
Grant Fund
NOT TO EXCEED: \$294,455.20

February 23, 2016
Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~Ord No.: 4829

Sponsor(s): Alfred Jordan

Date: February 29, 2016

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: <u>Ordinance transferring and appropriating funds for the acceptance of the Prosecution of Sexual Assault Grant awarded to Jackson County.</u>																																	
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$294,455.20</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;">\$294,455.20</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> </table> <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 55%;">Source of funding (name of fund) and account code number;</td> <td style="width: 45%;"></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;">\$84,185.10</td> </tr> <tr> <td>FROM</td> <td style="text-align: right;">\$210,270.10</td> </tr> <tr> <td>001 - General Fund; 4101, Prosecuting Attorney Criminal Prosecution; 56798 - Grant Match</td> <td></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;">\$200,352.66</td> </tr> <tr> <td>010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55040 - FICA</td> <td style="text-align: right;">\$15,326.98</td> </tr> <tr> <td>010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55050 - Pension</td> <td style="text-align: right;">\$23,317.64</td> </tr> <tr> <td>010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55060 - Insurance</td> <td style="text-align: right;">\$53,029.92</td> </tr> <tr> <td>010 - Grant Fund; - Prosecution of Sexual Assault Grant; 56140 - Travel</td> <td style="text-align: right;">\$1,428.00</td> </tr> <tr> <td>010 - Grant Fund; - Prosecution of Sexual Assault Grant; 56750 - Education Benefits</td> <td style="text-align: right;">\$1,000.00</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:	\$294,455.20	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$294,455.20	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	\$84,185.10	FROM	\$210,270.10	001 - General Fund; 4101, Prosecuting Attorney Criminal Prosecution; 56798 - Grant Match		TO	TO ACCT	010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55010 - Regular Salary	\$200,352.66	010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55040 - FICA	\$15,326.98	010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55050 - Pension	\$23,317.64	010 - Grant Fund; - Prosecution of Sexual Assault Grant; 55060 - Insurance	\$53,029.92	010 - Grant Fund; - Prosecution of Sexual Assault Grant; 56140 - Travel	\$1,428.00	010 - Grant Fund; - Prosecution of Sexual Assault Grant; 56750 - Education Benefits	\$1,000.00
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010 - Grant Fund; - Prosecution of Sexual Assault Grant; 56750 - Education Benefits	\$1,000.00																																	

PRIOR LEGISLATION	Prior ordinances and (date): Ordinance 4611 3/14													
	Prior resolutions and (date):													
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 and travel. The total award amount for this two year grant is \$84,185.10. To complete the first year of the project, the Prosecutor's Office will provide an additional \$210,270.10 to pay for the unfunded portions of encumbants and travel.</p> <p>The term of this grant is 1/1/16 through 12/31/17.</p> <p>Please appropriate \$84,185.10 from 010-2810 (grant fund – undesignated fund balance) and transfer \$210,270.10 from 001-4101-56798 (general fund-prosecuting attorney criminal prosecution-grant match) into the following accounts:</p> <table border="0"> <tr><td>55010 Salary</td><td>200,352.66</td></tr> <tr><td>55040 FICA</td><td>15,326.98</td></tr> <tr><td>55050 Pension</td><td>23,317.64</td></tr> <tr><td>55060 Insurance</td><td>53,029.92</td></tr> <tr><td>56140 Travel</td><td>1,428.00</td></tr> <tr><td>56750 Education</td><td>1,000.00</td></tr> </table>		55010 Salary	200,352.66	55040 FICA	15,326.98	55050 Pension	23,317.64	55060 Insurance	53,029.92	56140 Travel	1,428.00	56750 Education	1,000.00
55010 Salary	200,352.66													
55040 FICA	15,326.98													
55050 Pension	23,317.64													
55060 Insurance	53,029.92													
56140 Travel	1,428.00													
56750 Education	1,000.00													
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>Juan Pietro Baker</i>	Date: <i>2/18/16</i>												
	Finance (Budget Approval): <i>[Signature]</i> If applicable	Date: <i>2/19/16</i>												
	Division Manager: <i>Mary Ann Brown</i>	Date: <i>2/24/16</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 transfer and 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.

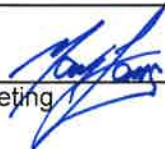
Supplemental Appropriation Request Jackson County, Missouri

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

Date: February 19, 2016

ORD # 4829

Department / Division	Character/Description	From	To
General Fund - 001			
4101 - Prosecuting Attorney	56798 - Grant Match	210,270	
9100 - Operating Transfers	56105 - Operating Transfers Out		210,270
Grant Fund - 010			
9999	47070 - Operating Transfers In	210,270	
9999	45808 - Increase in Revenue	84,185	
2810	Undesignated Fund Balance		294,455
2810	Undesignated Fund Balance	294,455	
4125 - Violence Against Women	55010 - Regular Salary		200,353
4125 - Violence Against Women	55040 - FICA		15,327
4125 - Violence Against Women	55050 - Pension		23,318
4125 - Violence Against Women	55060 - Insurance		53,030
4125 - Violence Against Women	56140- Travel		1,428
4125 - Violence Against Women	56750 - Education Benefits		1,000

Budgeting 

RLA INFO

	2080 hrs	Salary	FICA	14.4% Pension	Insurance	Travel	Registration	Total	
Barrett	27.67	57,553.60	4,402.85	8,287.72	12,052.32				
Malone	21.36	44,428.80	3,398.80	6,397.75	12,052.32				
Willis	28.82	59,945.60	4,585.84	8,632.17	28,925.28				
2016 total		161,928.00	12,387.49	23,317.64	53,029.92	1,428.00	1,000.00	253,091.05	<u>dps award</u> -42,820.95
2017 DPS award		38,424.66	2,939.49	0.00	0.00	0.00	0.00	41,364.15	<u>match</u> 210,270.10
		200,352.66	15,326.98	23,317.64	53,029.92	1,428.00	1,000.00	294,455.20	

Personnel

Ord. 4829

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
[REDACTED]	Assistant Prosecuting Attorney	Created	FT	\$2,130.40	52.0	38.61	\$42,772.47	40.0	\$17,108.99	\$25,663.48
[REDACTED]	Assistant Prosecuting Attorney	Created	FT	\$1,836.80	52.0	41.1	\$39,256.09	40.0	\$15,702.44	\$23,553.65
[REDACTED]	Assistant Prosecuting Attorney	Created	FT	\$1,749.60	52.0	50.62	\$46,053.67	40.0	\$18,421.47	\$27,632.20
							\$128,082.23		\$51,232.90	\$76,849.33

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	\$128,082.23	0.0765	100.0	\$9,798.29	40.0	\$3,919.32	\$5,878.97
					\$9,798.29		\$3,919.32	\$5,878.97
					\$9,798.29		\$3,919.32	\$5,878.97

Travel/Training Justification

If travel/training is included in the budget, provide justification for each expense and why such is necessary to the success of the proposed project.

For training, identify the location and date(s) of the training. If either the location or date(s) is unknown, clearly identify such.

Describe the anticipated benefit and/or a synopsis of the training and who will be attending such event.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

New Line Item

The Jackson County Prosecutor's Office would like to send two (2) attorneys assigned to the grant to future trainings focusing on trends and best practices for domestic violence prosecutions such as the National Symposium on Domestic Violence hosted by the National District Attorneys Association. Location and date(s) are unknown at this time.

Each attorney will need lodging for 3 nights at the rate of \$142.00/day, meals for 3 days at a State per diem rate of \$71.00/day, registration costing \$500.00 and miscellaneous expenses to include taxis, shuttles and parking at rate of \$75.00 per day. Total cost of training per employee is \$1,214.00 and calculated follows: \$1,214.00 per employee x 2 = \$2,428.00.

This new line item is being requested to provide additional training beneficial to keep current with best practices in the prosecution of domestic violence cases

Travel/Training

Item	Category	Unit Cost	Duration	Number	Total Cost	Local Match %	Local Match Share	Federal/State Share
Domestic Violence Training - Misc	Misc. Shuttles/Taxis/Tolls/Parking	\$75.00	1.0	2.0	\$150.00	40.0	\$60.00	\$90.00
Domestic Violence Training - Lodging	Lodging	\$142.00	3.0	2.0	\$852.00	40.0	\$340.80	\$511.20
Domestic Violence Training - Meals	Meals	\$71.00	3.0	2.0	\$426.00	40.0	\$170.40	\$255.60
Domestic Violence Training - Registration	Registration Fee	\$500.00	1.0	2.0	\$1,000.00	40.0	\$400.00	\$600.00
					\$2,428.00		\$971.20	\$1,456.80

Total Budget

Total Federal/State Share:	\$84,185.10	60.0%
Total Local Match Share:	\$56,123.42	40.0%
Total Project Cost:	\$140,308.52	



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



2016 CERTIFIED ASSURANCES

The Sub-recipient hereby assures and certifies compliance with all the following certified assurances:

General:

1. **The Sub-recipient assures that it shall comply, and all its Sub-recipients shall comply, with the applicable provisions of the 2016-2017 STOP VAWA Solicitation, the DPS Financial and Administrative Guide, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Reauthorization Act of 2013 (42 U.S.C. 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); 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); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations), and other applicable federal and state laws, orders, circulars, or regulations.**

Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes: (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and (b) any work that is subject to copyright for which ownership was purchased by a recipient, Sub-recipient or a contractor with support under this award. In addition, the recipient (or Sub-recipient, 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 Sub-recipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

2. The Sub-recipient assures that it shall comply, and all its Sub-recipients shall comply, with the applicable provisions of the VAWA Solicitation, the DPS Financial and Administrative Guide, the Travel Guidelines, and other applicable state laws or regulations.
3. **Compliance Training:** As a recipient of federal or state funds, the Sub-recipient 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, contract changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities
4. **Non-Supplanting:** The Sub-recipient assures that federal or state funds made available under this contract will not be used to supplant state and local funds, but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
5. **Change in Personnel:** The Sub-recipient 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 with the *Change of Information* form attached.
6. **Contract Adjustments:** The Sub-recipient understands that any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Sub-recipient 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 as a Contract Adjustment via WebGrants.

7. **Monitoring:** The Sub-recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Sub-recipient assures that all documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request. The Sub-recipient 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 contract.
8. **Criminal Activity:** The Sub-recipient 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 Sub-recipient 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 contract, and/or other remedy by law. The Sub-recipient must promptly refer to the Department of Justice, Office of Inspector General and Missouri Department of Public Safety any credible evidence that a principal, employee, agent, Sub-recipient, sub-Sub-recipient, or other person has either:

- 1) Submitted a false claim for grant funds under 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 involving grant funds

For Sub-recipients of federal grant funding, potential fraud, waste, abuse, or misconduct must be reported to the DPS and OIG by mail at following address.

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

Office of Inspector General
Office of Justice Programs and Investigation Division
950 Pennsylvania Avenue, N.W., Room 4706
Washington D.C. 20530

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

9. **Lobbying:** The Sub-recipient understands and agrees that it cannot use any federal or state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government,

Applicants for DPS awards with total costs expected to exceed \$100,000 are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-appropriated funds for such purposes, and (3) they will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and obtain necessary certifications from those consortium participants and Sub-recipients.

The signature of the authorized organizational official on the application serves as the required certification of compliance for the applicant organization. DPS appropriated funds may not be used to pay the salary or expenses of an employee of a grantee, consortium participant, or Sub-recipient or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

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

11. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Sub-recipient 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 Sub-recipient 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 Sub-recipient or Sub-recipient of any tier shall not be liable when such Sub-recipient or Sub-recipient contracts with its direct Sub-recipient who violates subsection 1 of Section 285.530, RSMo if the contract binding the Sub-recipient and Sub-recipient affirmatively states that the direct Sub-recipient is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the Sub-recipient or Sub-recipient receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct Sub-recipient's employees are lawfully present in the United States.

12. **Relationship:** The Sub-recipient agrees that they will represent themselves to be an independent Sub-recipient 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. The Sub-recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
13. **Uniform Crime Reporting (UCR):** If the Sub-recipient is a law enforcement agency, the Sub-recipient 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 contract period.
14. **Racial Profiling:** If the Sub-recipient is a law enforcement agency, the Sub-recipient 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 contract period.
15. **Federal Equitable Sharing Funds:** If the Sub-recipient is a law enforcement agency, the Sub-recipient 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.
16. **Custodial Interrogations:** If the Sub-recipient is a law enforcement agency, the Sub-recipient 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.
17. **DWI Law:** If the Sub-recipient is a law enforcement agency, the Sub-recipient assures that its law enforcement agency is in full compliance with Section 577.005 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 Sub-recipient assures that its county prosecuting attorney or municipal prosecutor is in full compliance with Section 577.005 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.
18. **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 Sub-recipient 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.
19. **Drug-Free Workplace Act of 1988:** The Sub-recipient assures that it will comply, and all its Sub-recipients will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual Sub-recipients and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.
20. **ACORN:** Sub-recipients 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 its subsidiaries, without the express prior written approval of OJP.

21. **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, or adjudication activities.

Civil Rights:

1. **Enforcing Civil Rights Laws:** The Sub-recipient 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 sub-recipients that are the subject of discrimination complaints from both individuals and groups.
 2. **Discrimination:** The Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient will maintain an EEO if the recipient (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. The Sub-recipient this is required to maintain an EEO must submit an EEO Utilization Report to DOJ's Office for Civil Rights (OCR), Office of Justice Programs, if it receives a single award of \$500,000 or more. The EEO Utilization report can be found at: <http://ojp.gov/about/ocr/eeop.htm>.
- All Sub Recipients, irrespective of their EEO obligations, must complete the EEO Certification Form, in which the recipient declares its satisfaction of its obligations. The Certification Form can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>.
5. **Finding of Discrimination:** The Sub-recipient 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 Sub-recipient 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.
 6. **Unlawful Employment Practices:** The Sub-recipient 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.
 7. **Discrimination in Public Accommodations:** The Sub-recipient 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.
 8. **Faith-based Organizations:** The Sub-recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

9. **Discrimination - VAWA Exception:** No Sub-recipient in the United States shall, on the basis of actual or perceived race, color, religion, national origin, sex, gender identity (as defined in paragraph 249(c)(4) of title 18, United States Code), sexual orientation, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under [VAWA], and any other program or activity funded in whole or in part with funds appropriated for grants, cooperative agreements, and other assistance administered by the Office on Violence Against Women.
- 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 Sub-recipient 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 contract 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 contract 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 Sub-recipient agrees to comply with the financial and administrative requirements set forth in the current Missouri Department of Public Safety Financial and Administrative Guide.
4. **Allowable Costs:** The Sub-recipient understands that only allowable and approved contract expenditures will be reimbursed under this contract. These monies may not be utilized to pay debts incurred by other activities. The Sub-recipient agrees to obligate funds no later than the last day of the contract period. Any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. The Sub-recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety.
5. **Financial Reporting Requirements:** The Sub-recipient agrees to complete and submit any financial reports required for this program as outlined in the VAWA Solicitation. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract.
6. **Project Income:** The Sub-recipient agrees to account for project income generated by the activities of this contract, and shall report receipts and expenditures of this income on the monthly Claim report. The Sub-recipient understands that all project income generated as a result of this contract shall be expended during the life of the contract.
7. **Procurement:** The Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

The Sub-recipient 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. 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; and
 - D. 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:** 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 \$250,000 or more is expended by the applicant agency. An audit is required for the agency fiscal year, when FEDERAL financial assistance, (which consists of funds received directly from the Federal Government or federal funds passed through state agencies), of \$500,000 or more is expended by the applicant agency. If an audit is required, the Sub-recipient assures that such audit will be submitted to the Missouri Department of Public Safety, Office of the Director.
 12. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the Sub-recipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Sub-recipient under the contract 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 Sub-recipient 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 contract. In the event a contract is permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the contract funds remaining or an amount equal to the portion of the contract funds wrongfully used.
 13. **Enforceability:** If a Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient, if providing services to victims of domestic and/or sexual violence and their children through this contract, 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 Sub-recipient, if not primarily providing services to victims of domestic and/or sexual violence through this contract, 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.
3. **Coordination of activities:** The Sub-recipient 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 Sub-recipient 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 Sub-recipient authorizes the Missouri Department of Public Safety and/or the Office for Victims of Crime 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. **Confidentiality of Research Information:** The Sub-recipient assures that except as otherwise provided by federal law, they shall not use or reveal any research or statistical information furnished under this program by any person identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with VAWA. Such information, and any copy of such information shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding.
7. **Printed Materials:** 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 Programs.
8. **Client-Counselor Confidentiality:** The Sub-recipient assures that they will maintain confidentiality of client-counselor information as required by state and federal law.
9. **Code of Professional Ethics:** The Sub-recipient shall comply with and assures that the program adheres to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Provider Sub-recipients.
10. **Victims' Rights Compliance:** The Sub-recipient 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)
11. **Criminal or Civil Filings:** The Sub-recipient assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration, or service of a protection order or a petition for a protection order, to protect a victim of domestic 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, or service of a warrant, protection order, petition for a protection order or witness subpoena, whether issued inside or outside this state.

12. **Forensic Medical Exams:** To the extent funds are not available from other sources, the state, must incur the full out-of-pocket cost of forensic medical exams for victims of sexual assault. No State, territory, Indian tribal government, unit of local government, or another 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.
13. **Polygraph/Voice Stress Analysis:** No prosecuting or circuit attorney, peace officer, governmental official, or employee of a law enforcement agency shall request or require a victim of sexual assault under section 566.040 or forcible rape under section 566.030 to submit to any polygraph test or psychological stress evaluator exam as a condition for proceeding with a criminal investigation of such crime.
14. **Court Records:** After August 28, 2007, any information contained in any court record, whether written or published on the Internet, that could be used to identify or locate any victim of sexual assault, domestic assault, stalking, or forcible rape shall be closed and redacted from such record prior to disclosure to the public. Identifying information shall include the name, home or temporary address, telephone number, social security number or physical characteristics.
15. **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.
16. **Nondisclosure of confidential or Private Information:** Sub-recipients may not disclose personally identifying information about victims served with VAWA funds without a written release unless the disclosure of the information is required by a statute or court order. This applies whether the information is being requested for any VAWA grant program or another Federal agency, state, tribal, or a territorial grant program. This provision also limits disclosures by VAWA Sub-recipients to other federal grantees, including disclosures to statewide or regional databases.
17. **Historic Preservation Act:** Sub-recipients 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.
18. **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.
19. **Claims that are Late:** Sub-recipients 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 sub-recipient 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 Award of Contract and may result in the delay of reimbursement and/or termination of the contract.
20. **Timely Reporting:** Sub-recipients 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.
21. **Claims with Errors:** Sub-recipients 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 Executive Director and Board President.
22. **Annual Performance Report:** The Sub-recipient 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 either run October 1 through September 30, July 1 through June 30 or January 1

through December 31. This information will be submitted annually on the DPS "VAWA Annual Performance Report" no later than 15 days following the end date of the reporting period each year.

- 23. **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.

- 24. **Renewal:** An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, 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.

- 25. **Financial Statements:** All non-profit sub-recipients 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 sub-recipient's, or another publicly available website). DPS and OVC will consider sub-recipient 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 Sub-recipient hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.

Authorized Official _____ **Date** _____

Project Director _____ **Date** _____

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE authorizing the participation by Jackson County in the “Show Me Green Sales Tax Holiday” authorized by section 144.526.1 of the Revised Statutes of Missouri, to exempt from the Countywide sales tax all sales of certain energy star certified new appliances, occurring within the boundaries of Jackson County, during the period from April 19 through April 25 each year.

ORDINANCE NO. 4830, February 29, 2016

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, section 144.526.1 of the Revised Statutes of Missouri, establishes the “Show Me Green Sales Tax Holiday” to exempt retail purchases of certain qualifying appliances from state sales tax for a seven day period from April 19 to April 25 each year; and,

WHEREAS, the Show Me Green Sales Tax Holiday also provides that political subdivisions in the state may allow this tax holiday to apply to County sales taxes by enacting an ordinance to do so; and,

WHEREAS, the Jackson County Legislature considers the Show Me Green Sales Tax Holiday an important means of encouraging the purchase of energy efficient household appliances by exempting them from sales tax, thereby effectively reducing the consumer’s cost for such appliances; and,


WHEREAS, the investment in energy efficient appliances can reasonably be expected to reduce energy consumption across the state, while stimulating retail sales and attracting shoppers from across the region to Jackson County; now therefore,

BE IT ORDAINED, by the County Legislature of Jackson County, Missouri, that Jackson County hereby elects to allow the Show Me Green Sales Tax Holiday established by §144.526.1 RSMo., to apply to its local sales taxes so that there shall be exempted from local sales taxes all retail sales of any energy star certified new appliance, up to one thousand five hundred dollars per appliance, during a seven-day period beginning at 12:01 a.m. on April 19, 2016, and ending at midnight on April 25, 2016, and for the same period in subsequent years; and,

BE IT FURTHER ORDAINED, that the appropriate County official be and hereby is authorized to notify the Missouri Department of Revenue not less than forty-five calendar days prior to the beginning date of the sales tax holiday of the adoption of this Ordinance and the election to allow the Show Me Green Sales Tax Holiday to apply within Jackson County for the calendar year 2016 and subsequent years.

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. 4829 introduced on February 29, 2016, was duly passed on _____, 2016 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. ...

Date

Frank White, Jr., County Executive

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4830

Sponsor(s): Scott Burnett

Date: February 29, 2016

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: An Ordinance requesting participation by Jackson County in the "Show Me Green Sales Tax Holiday" authorized by Missouri State Statute 144.526.1 to exempt from the county wide sales tax all sales of energy star certified new appliances occurring within the boundaries of Jackson County during the period beginning at midnight April 19, 2016 and ending at midnight on April 25, 2016.</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>\$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></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION: <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	
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											
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Cindy Wallace, Sr. Asst. Auditor – 881-3312</p>										
<p>REQUEST SUMMARY</p>	<p>Section 144.526.1 of the Missouri State Statutes allows political subdivisions to participate in a "Show Me Green Sales Tax Holiday" each year beginning on April 19th and ending on April 25th. The Show Me Green Sales Tax Holiday will allow citizens to purchase qualifying appliances free of sales tax up to \$1,500 per appliance. This ordinance is requesting support for the County's participation in the sales tax free event for 2016.</p>										
<p>CLEARANCE</p>	<p><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)</p>										
<p>ATTACHMENTS</p>											
<p>REVIEW</p>	<table border="1"> <tr> <td>Department Director: <i>Christy Wooderson</i></td> <td>Date: <i>2.24.2016</i></td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td>Date:</td> </tr> <tr> <td>Division Manager: <i>Mary Lou Brown</i></td> <td>Date: <i>2/24/16</i></td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>	Department Director: <i>Christy Wooderson</i>	Date: <i>2.24.2016</i>	Finance (Budget Approval): <i>If applicable</i>	Date:	Division Manager: <i>Mary Lou Brown</i>	Date: <i>2/24/16</i>	County Counselor's Office:	Date:		
Department Director: <i>Christy Wooderson</i>	Date: <i>2.24.2016</i>										
Finance (Budget Approval): <i>If applicable</i>	Date:										
Division Manager: <i>Mary Lou Brown</i>	Date: <i>2/24/16</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.

Missouri Revised Statutes

Chapter 144
Sales and Use Tax

[←144.525](#)

Section 144.526.1

[144.527→](#)

August 28, 2015

Show Me Green sales tax holiday--sales tax exemption for energy star certified new appliances--political subdivision may allow exemption--retailer exception.

144.526. 1. This section shall be known and may be cited as the "Show Me Green Sales Tax Holiday".

2. For purposes of this section, the following terms mean:

(1) "Appliance", clothes washers and dryers, water heaters, trash compactors, dishwashers, conventional ovens, ranges, stoves, air conditioners, furnaces, refrigerators and freezers; and

(2) "Energy star certified", any appliance approved by both the United States Environmental Protection Agency and the United States Department of Energy as eligible to display the energy star label, as amended from time to time.

3. In each year beginning on or after January 1, 2009, there is hereby specifically exempted from state sales tax law all retail sales of any energy star certified new appliance, up to one thousand five hundred dollars per appliance, during a seven-day period beginning at 12:01 a.m. on April nineteenth and ending at midnight on April twenty-fifth.

4. A political subdivision may allow the sales tax holiday under this section to apply to its local sales taxes by enacting an ordinance to that effect. Any such political subdivision shall notify the department of revenue not less than forty-five calendar days prior to the beginning date of the sales tax holiday occurring in that year of any such ordinance or order.

5. This section may not apply to any retailer when less than two percent of the retailer's merchandise offered for sale qualifies for the sales tax holiday. The retailer shall offer a sales tax refund in lieu of the sales tax holiday.

(L. 2008 S.B. 1181, et al.)

[Top](#)



Missouri General Assembly

Show-Me Green Sales Tax Holiday - FAQs

Ord. 4830

What and when is the Show Me Green Sales Tax Holiday?**Section 144.526, RSMo**

(<http://www.moga.mo.gov/mostatutes/stathtml/14400005261.html>), establishes a Show Me Green Sales Tax Holiday for a seven-day period beginning at 12:01 a.m. on April 19th and ending at midnight on April 25th. The sales tax holiday exempts from state sales tax all retail sales of qualifying energy star certified new appliances, up to one thousand five hundred dollars per appliance.

What items qualify for the Show Me Green Sales Tax Holiday?

The following are items that would be exempt from state sales tax during the Show Me Green Sales Tax Holiday provided they are energy star certified:

- Clothes Washers
- Clothes Dryers
- Water Heaters
- Trash Compactors*
- Dishwashers
- Conventional Ovens*
- Ranges*
- Stoves*
- Air Conditioners
- Furnaces
- Refrigerators
- Freezers
- Heat Pumps

*According to the Energy Star Website, trash compactors, conventional ovens, ranges and stoves do not receive an energy star rating. Therefore, although the statute anticipates that some day they may receive the energy star rating, tax will continue to apply to purchases of these items during the upcoming Show Me Green Sales Tax Holiday.

What items normally do NOT qualify for the Show Me Green Holiday?

Below is a list of items that normally do not qualify for the Show Me Green sales tax holiday.

- Air filtration systems
- Bread machines

- Camping stoves
- Coffee makers
- Conventional ovens*
- Convection ovens*
- Cook-tops*
- Deep fryers
- De-humidifiers
- Hot food holding cabinets
- Humidifiers

- Ice makers
- Microwave ovens
- Popcorn makers
- Ranges*
- Reflector ovens
- Steam cookers
- Stoves*
- Trash compactors*
- Warming drawers
- Water softeners
- Wine coolers

*According to the Energy Star Website, trash compactors, conventional ovens, ranges and stoves do not receive an energy star rating. Therefore, although the statute anticipates that some day they may receive the energy star rating, tax will continue to apply to purchases of these items during the upcoming Show Me Green Sales Tax Holiday.

Are there price limits on the qualifying items during the Show Me Green Sales Tax Holiday?

Yes. The exemption is limited to qualifying energy star certified new appliances, up to one thousand five hundred dollars per appliance.

Does local tax apply to the sale of qualifying sales tax holiday items during the Show Me Green Sales Tax Holiday?

The statute allows cities, counties and special tax districts to choose whether they will participate in the Show Me Green Sales Tax Holiday. A local jurisdiction must enact an ordinance indicating it will participate in the holiday and provide that ordinance to the Department of Revenue not less than forty-five days prior to the beginning date of the sales tax holiday.

For a list of cities, counties and districts that are participating in this year's Show Me Green Sales Tax Holiday, click here. (</business/sales/taxholiday/green/>)

For a complete list of Show Me Green Sales Tax Holiday rates, click here.
(<http://dor.mo.gov/tax/business/sales/taxcardgreen/>)

What if I do not sell any of the qualified items for the Show Me Green Sales Tax Holiday?

If you do not sell any of the qualified items, you will collect and remit sales tax as usual.

How do I collect and report the tax if one or more of the local jurisdictions in which my business resides chooses not to participate in the Show Me Green Sales Tax Holiday?

You will collect the tax, as usual, of those local jurisdictions that choose not to participate in the sales tax holiday. You will not collect state sales tax or tax of participating jurisdictions on the sale of holiday related items. You should report holiday sales on a separate line for each business location.

For example a city with a 2% city sales tax chooses not to participate in the Show Me Green Sales Tax Holiday. The county in which the city is located has a .5% county sales tax and chooses to participate in the holiday. A customer purchases a clothes washer costing \$1,000 during the holiday in a store located in the city. The clothes washer is exempt from the state tax rate of 4.225% and the local county tax rate of .5% but is subject to the local city rate of 2%. The customer pays \$20 ($\$1,000 \times 2\%$) in city sales tax on the sale of the clothes washer.

Can I use normal pre-printed voucher to file my sales tax that I collected during the Show Me Green Sales Tax Holiday?

You may use your pre-printed voucher if your city, county, and taxing district are all participating in the sales tax holiday. Report sales of holiday related items as a negative adjustment on your business location. If your city, county or district chooses not to participate, the sale of qualifying items is collected and reported at a different rate. This requires you to report sales tax holiday sales on a different line from your regular location. If this is the case, the Department will send you a sales tax return that you should use to report all your sales tax for the April or second quarter period, depending on your filing frequency. You can still use your voucher for all other tax periods in the calendar year.

What if I have not received a Show Me Green Sales Tax Holiday Return in the mail?

If you have not received a sales tax holiday return, you can download a blank sales tax return (**Form 53-1 (/forms/?formName=53-1&category=&year=&searchForms=Search+Forms)**). *If you are within a local jurisdiction that is not participating in the holiday (partial exemption, state only), sales of holiday related items are reported on a separate line from all other sales and indicated with "green holiday sales" or the code SH03 in the business location column on your return. *If your local jurisdiction is participating (fully exempt, state and local), your holiday sales will be recorded as a negative adjustment on the return as an exempt sale.

Can I purchase a qualifying item during the Show Me Green Sales Tax Holiday for my business?

Yes, the Show Me Green sales tax holiday is not limited to purchases only for personal use.

If an energy star certified appliance costs over \$1,500, is the entire amount taxable at the normal tax rate or just the portion over \$1,500?

The exemption is limited to qualifying energy star certified new appliances, up to one thousand five hundred dollars per appliance. If the amount is over \$1,500, the first \$1,500 is exempt from state sales tax and the remaining amount over \$1,500 is taxable at the full rate.

For example, a customer purchases an Energy Star certified clothes washer and Energy Star certified dishwasher during the Show Me Green sales tax holiday. The clothes washer costs \$1,750 and the dishwasher costs \$700. The first \$1,500 of the purchase price of the clothes washer qualifies for the sales tax holiday exemption and the entire purchase price of the dishwasher qualifies for the sales tax holiday exemption.

If I purchase an energy star certified furnace from a seller that also installs it, will this be exempt during the Show Me Green Sales Tax Holiday?

If you are purchasing the appliance with installation from the seller, the seller acting as contractor is the end consumer. Normally, the contractor must pay tax on purchases of a furnace. The contractor's charge to the customer is not subject to tax if title to the furnace passes to the home owner after it is installed because that sale is the sale of real property, which is not subject to sales tax. During the Show Me Green Sales Tax Holiday, the contractor can purchase the appliance exempt and pass the tax savings on to you as a part of their contract price to you.

If I do not live in Missouri can I purchase items exempt during the Show Me Green Sales Tax Holiday?

You do not need to be a Missouri resident to purchase items tax-exempt during the holiday.

Do items purchased over the internet qualify for a Show Me Green Sales Tax Holiday Exemption?

Yes, if the purchase of the qualifying item occurs during the sales tax holiday and the transaction is complete during the holiday. Delivery can occur after the holiday the purchaser pays in full during the sales tax holiday.

Do the Show Me Green Sales Tax Holiday thresholds include shipping and handling charges?

The sales tax holiday thresholds include mandatory shipping and handling charges as a part of the total purchase price of holiday related items.

Does the Show Me Green Sales Tax Holiday include layaway items?

Eligible items that are placed on layaway during the sales tax holiday periods for which final payment does not occur until after the holiday do not qualify for the exemption. However, eligible items that were placed on layaway prior to the holiday when final payment occurs during the holiday period qualify for the exemption.

Do rain check items qualify for the Show Me Green Sales Tax Holiday?

Rain checks issued for eligible items during the sales tax holidays qualify for the exemption only if the items are ordered and paid for during the holiday period. Items do not have to be picked up during the holiday period in order to qualify for the exemption.

Do items ordered but not delivered until after the Show Me Green Sales Tax Holiday qualify?

Yes, items ordered but not delivered until after the holiday qualify for the exemption if the purchase of the qualifying item occurs during the sales tax holiday, is subject to sales tax and the transaction is completed during the holiday. Delivery can occur after the holiday if the purchaser pays in full during the sales tax holiday.

Do purchased items during the Show Me Green Sales Tax Holiday and later exchanged qualify?

If a customer purchases an eligible item during a sales tax holiday, but later exchanges the item for another eligible item of equal or less value, no tax is due even if the exchange is made after the sales tax holiday.

Do purchased items during the Show Me Green Sales Tax Holiday and later returned for a credit qualify?

If a customer purchases an eligible item during a sales tax holiday, but after the sales tax holiday returns the item and receives a credit toward the subsequent purchase of a different item, the purchase of that item does not qualify for the exemption even if it is an eligible item.

If you still have questions, please check out other **Business Tax FAQs (/faq/business/)**.

For questions regarding the sales tax holiday email us at: **salesuse@dor.mo.gov**
(mailto:salesuse@dor.mo.gov)

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION congratulating the Kansas City Metro 7th Grade Football University (FBU) team upon its excellent showing in the FBU championship tournament held in Naples, Florida.

RESOLUTION NO. 19087, February 29, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Kansas City Metro 7th Grade Football University team ended its season placing fourth in the nation, after suffering tough losses in the semi-final and third place tournament games held December 19 – 21, 2015, in Naples, Florida; and,

WHEREAS, Football University is a premiere league for the serious football player, focusing on teaching techniques and skills in a small group setting with other elite athletes; and,

WHEREAS, Football University is owned and operated by All American Games (AAG), producers of the U.S. Army All-American Bowl, and was founded as a premier football camp for players who have demonstrated a passion for the game; and,

WHEREAS, in addition to its fourth place finish, the Kansas City Metro 7th Grade FBU team had eight players make the All-Tournament Team; and,

WHEREAS, during the national tournament, the Kansas City team beat South Dakota, Minnesota, South Texas, and Dallas/Fort Worth to advance to the finals; and,

WHEREAS, the Kansas City Metro 7th Grade Football University team is led by Team Director and former NFL Player Mike Landry, Head Coach Charles Kano, and Assistant Coaches, Rob Cassida, Justin Fountain, Bill Birmingham, Charles Tolson, and Greg Power; and,

WHEREAS, team members are Blake Anderson, Will Angel, Harrison Braudis, Arland Bruce IV, Drew Cassida, Quentin Cosentino, Patrick Daniels, Armando Delatorre, Justin Fountain, Grant Gaston, Sullivan Goettsch, Theo Grabill, Eli Hale, Jalen Harbut, Mack Ianni, Elijah Johnson, Avion Jones, Ryo Kano, Damion Landreth, Sheron Manning, Clayton Power, Caden Reeves, Jalen Regalado-Smith, Jaeden Roberts, Tyler Robertson, Noel Rodriguez, Brandon Snell, J. Michael Sturdivant, Jack Tinberg, Jaden Tolson, Jack Varone, James Villers, Darrian Warmack, Phillippe Wesley II, and Zach Willoughby-Neal; and,

WHEREAS, the friends and relatives of the Kansas City Metro 7th Grade Football University team and coaches are justifiably proud of their excellent showing in the FBU National Championship; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature congratulates the Kansas City Metro 7th Grade Football University Team on its prestigious showing and extends sincere best wishes for continued success in all future endeavors.

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. 19087 of February 29, 2016, was duly passed on _____, 2016 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 declaring certain property within various County departments and the Sixteenth Judicial Circuit Court as surplus and unusable personal property and authorizing its disposal.

RESOLUTION NO. 19088, February 29, 2016

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, various County departments and the Sixteenth Judicial Circuit Court have miscellaneous equipment, computers, supplies, and vehicles that they can no longer use, further described and itemized in the attached Exhibit A; and,

WHEREAS, the Director of Finance and Purchasing recommends that said property be declared surplus and unusable and sold at auction; now therefore,

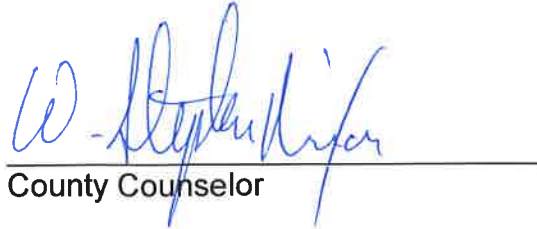
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the property within the various County departments and the Sixteenth Judicial Circuit Court further described and itemized in Exhibits A, be and hereby is declared surplus, and that the Director of Finance and Purchasing be and hereby is authorized to dispose of it as provided for in Chapter 11, Jackson County Code, 1984.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19088 of February 29, 2016, was duly passed on _____, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature



SURPLUS/TRANSFER DECLARATION FORM
JACKSON COUNTY, MISSOURI
SURPLUS

-DO NOT DUPLICATE-

TRANSFER

Department Name: Prosecutor's Office		Department Code: 4101 and 4152		Date Transfer Received:	
Point of Contact: Gina Robinson		Phone Number: 816-881-3369		Department Transferring Asset:	
Please Check: Select only one		<input type="checkbox"/> Surplus <input type="checkbox"/> Transfer		Department Receiving Asset:	
				Receiving Department Contact:	
				Receiving Department Phone Number:	

Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
2/5/2016	None	Desk (8)	X	N/A	N/A			Unknown	\$500
2/5/2016	None	Bookshelves (13)	X	N/A	N/A			Unknown	\$500
2/5/2016	None	File Cabinets (19)	X	N/A	N/A			Unknown	\$800
2/5/2016	None	Office Chairs (45)	X	N/A	N/A			Unknown	\$250
2/5/2016	None	Table (8)	X	N/A	N/A			Unknown	\$400
2/5/2016	None	Refrigerator (1)	X	N/A	N/A			Unknown	\$850
2/5/2016	None	Shredder (1)	X	N/A	N/A			Unknown	\$300
2/5/2016	None	Couches (2)	X	N/A	N/A			Unknown	\$600
2/5/2016	None	Television (1)	X	N/A	N/A			Unknown	\$500
2/5/2016	None	Typewriter (1)	X	N/A	N/A			Unknown	\$100
2/5/2016	None	Easel (1)	X	N/A	N/A			Unknown	\$50
2/5/2016	None	Vehicle	X	2000	Ford/Crown Victoria	2FAFP71W8YX185841	132,809	Unknown	\$20,000
2/5/2016	None	Vehicle	X	2000	Ford/Crown Victoria	2FAFP71W2YX185849	145,846	Unknown	\$20,000
2/5/2016	None	Vehicle	X	2004	Ford/Crown Victoria	2FAHP71W67X157804	142,222	Unknown	\$20,000
2/5/2016	None	Vehicle	X	2007	Ford/Crown Victoria	2FAHP71WX7X146661	200,555	Unknown	\$20,000
2/16/2016	None	Vehicle	X	2002	Ford/Crown Victoria	2FAFP71W13X120371	208,356	Unknown	\$20,000
2/5/2016	None	Vehicle	X	1998	Ford/Crown Victoria	FAFP71W4WX169603	168,700	Unknown	\$20,000

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.

** Refer to Asset Department for details.

2. Purchasing Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM
JACKSON COUNTY, MISSOURI
SURPLUS

-DO NOT DUPLICATE-

TRANSFER

Department Name: Sheriff Warrants		Department Code: 4201		Date Transfer Received:					
Point of Contact: H. Rogers / Capt. Goodman		Phone Number: 816-881-1268		Department Transferring Asset:					
Please Check: <input checked="" type="checkbox"/> Surplus <input type="checkbox"/> Transfer				Department Receiving Asset:					
				Receiving Department Contact:					
				Receiving Department Phone Number:					
Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
2/1/16	4142	Monitor	X	2005	ViewSonic VE7106	P1Q 050307577	N/A	unk	unk
	4362	Monitor	X	2005	"	P1Q 052500563	N/A	unk	unk
	4990	Printer	X	2006	HP VCURA-0511	MY60IBRITS	N/A	unk	unk
	9699	Printer	X	2009	HP B015B-0804-00	VNBC9D30TW	N/A	unk	unk
	9700	Printer	X	2010	"	VNBCB1350K	N/A	unk	unk
	3907	Printer	X	2005	HP B015B-0406-00	JPDEGR06312	N/A	unk	unk
	2044	Printer	X	1996	HP C3150A	USHB087276	N/A	unk	unk
	3903	Printer	X	2005	HP B015B-0207-00	CJFB946086	N/A	unk	unk
	N/A	Hard Drive	X	unk	HP Jet Direct 300K	SG 02351449	N/A	unk	unk
	N/A	Toner Cartridge	X	unk	Lexmark FLA 7462	N/A	N/A	unk	unk
	N/A	Toner Cartridge	X	unk	"	N/A	N/A	unk	unk
	N/A	Toner Cartridge	X	unk	Corporate Express	N/A	N/A	unk	unk
	N/A	Keyboard	X	unk	LEBMA8AR	N/A	N/A	unk	unk
	N/A	Keyboard	X	unk	Dell SK-8115	E145614	N/A	unk	unk
	N/A	Keyboard	X	unk	Microsoft 71305-545-	71305-545-0926015-10705	N/A	unk	unk
	N/A	AC Power Adapter	X	unk	HP 0957-2105	D622A818AN02L	N/A	unk	unk

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.
 ** Refer to Asset Subclass Listing.
 1. User Department send to Finance Department
 2. Purchasing Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM

JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

SURPLUS

TRANSFER

Date of Surplus: 2/11/2016		Date Transfer Received:							
Department Name: Court IT		Department Transferring Asset:							
Point of Contact: Deana B Grant		Department Receiving Asset:							
Phone Number: 816-881-3262		Receiving Department Contact:							
Please Check: <i>Select only one</i>									
<input checked="" type="checkbox"/> Surplus		<input type="checkbox"/> Transfer							
Receiving Department Phone Number:		Serial/Vin Number							
Transaction Date	Fixed Asset #	Asset Description	Disposition Code*	Model Year	Make/Model	Serial/Vin Number	Useful Life**	Purchase Date	Original Cost
	100-02501	Lenovo PC			7517A3U	MJHPNXR		2012	
	100-01133	monitor			ViewSonic 703b	Q85072566978		2007	
	100-04036	Laptop			Dell M6500	4V8HPM1		2010	
	100-02631	HP2011			QR807US#ABA	MXL1520XY5		2011	
	100-02991	monitor			ViewSonic 703b	Q85072566981		2007	
	100-02824	monitor			HP LA2205	3CQ14BXL1		2011	
	100-02098	monitor			ViewSonicVE7702b	PSX062120809		2007	
	38942	scanner			Canon DR-2580C	DG309302		2006	
	100-04051	monitor			Lenovo 2225	2572MB6V8ZC885		2013	
	100-04050	Lenovo PC			7517A3U	MJHXXEP		2012	
	100-04052	Lenovo PC			7517A3U	MJHXPXW		2012	
	100-01170	monitor			View Sonic VG2228	S34105000295		2010	
	100-03099	monitor			ViewSonic VA 703b	Q85072567003		2007	
	100-03274	monitor			ViewSonic VE710s	P1R044700850		2008	
	100-01346	monitor			View Sonic VG2228	S34105000302		2010	
	3339	Optimedia Cabinet							

Dept: Court IT Dept Code: 3501-CIT
 POC: Deana Grant
 Phone: 881-3262

		phone				Avaya 1608	09WZ30450988			
	39960	Laptop				lenovoT61	L3-E0895		2008	
		phone				Avaya1608	09WZ34352374			
	old009370	Laptop				Thinkpad W510	R8-3C6Z		2010	
	old03955	Laptop				lenovoT61	L3-E0888		2008	
	100-01418	monitor				ViewSonicVE700	A18040500853		2004	
	100-01416	monitor				ViewSonicVA703b	Q85072566897		2007	
	100-02956	monitor				ViewSonicVA703b	Q85072566884		2007	
	100-02959	monitor				ViewSonicVA703b	Q85072566895		2007	
	100-01016	monitor				ViewSonicVA703b	QAG071784309		2007	
	100-02971	monitor				ViewSonicVA702	PSX062120833		2006	
	100-02950	monitor				ViewSonicVA703b	Q85062623617		2007	
	100-02941	monitor				ViewSonic932	SBN112940680		2005	
	100-02639	monitor				ViewSonicVA703b	Q58064004897		2007	
	100-02621	monitor				hp2205	3CQ131N6FR		2010	
	100-03499	monitor				ViewSonicVA703b	Q58072567040		2007	
	old038185	monitor				ViewSonicVE710s	P1R044700858		2004	
	100-01573	Lenovo PC				7517A3U	MJHXPAP		2012	
	100-02568	HP2011 PC				HP QR807US#ABA	MXL1441CF0		2011	
	100-02233	monitor				ViewSonic2428	S35105002968			
	100-02005	HP2011 PC				QR807US#ABA	MXL1520XWZ		2011	
	100-01147	monitor				ViewSonicVA702	PSX062120826		2006	
	100-01381	HP2011 PC				QR807US#ABA	MXL128253L		2011	

Dept: Court IT Dept Code: 3501-CIT
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100-01364	HP2011 PC				QR807US#ABA	MXL14015NJ		2011
100-01410	HP2011 PC				QR807US#ABA	MXL1441CDT		2011
100-1352	HP2011 PC				QR807US#ABA	MXL14015PB		2011
100-01375	HP2011 PC				QR807US#ABA	MXL1441CDP		2011
100-03008	monitor				ViewSonic VG2228	S34105000325		2011
100-01366	HP2011 PC				QR807US#ABA	MXL14015MZ		2011
100-01365	HP2011 PC				QR807US#ABA	MXL14015QW		2011
100-01363	HP2011 PC				QR807US#ABA	MXL128254Z		2011
100-01363	monitor				ViewSonic VG2228	S34111700212		2011
100-01029	monitor				ViewSonic VA703b	Q85072566986		2007
100-02931	monitor				ViewSonic VG2228	S34104700080		2011
01d009350	laptop				Dell Precision M6500	25FJRN1		2010
100-03020	scanner				Canon DR2580C	DG318863		2007
100-03269	printer				HP2300	CNBGG34506		2003
100-01423	HP2011 PC				QR807US#ABA	MXL1520XXX		2011
100-01270	HP2011 PC				QR807US#ABA	MXL1520XY9		2011
100-01417	HP2011 PC				QR807US#ABA	MXL14015M7		2011
100-02637	HP2011 PC				QR807US#ABA	MXL1520XXT		2011
100-02628	HP2011 PC				QR807US#ABA	MXL14015PR		2011
100-02620	HP2011 PC				QR807US#ABA	MXL14015M1		2011
100-02623	HP2011 PC				QR807US#ABA	MXL14015M0		2011
100-02552	HP2011 PC				QR807US#ABA	MXL14015R8		2011
100-02548	HP2011 PC				QR807US#ABA	MXL128254S		2011

Dept: Court IT Dept Code: 3501-CIT
 POC: Deana Grant
 Phone: 881-3262

100-02544	HP2011 PC					QR807US#ABA	MXL14015KZ		2011
old 09190	laptop					Lenovo W500	L3B4836		2005
100-04062	HP2011 PC					QR807US#ABA	MXL1520XYB		2011
100-04067	monitor					ViewSonicVA703b	Q85072566994		2007
100-02999	Printer					HP2420	CNDJC32078		2005
100-00204	Lenovo 2012 PC					7517A3U	IS7517A3UMJHXPXV		2012
100-00199	Lenovo 2012 PC					7517A3U	IS7517A3UMJKA WVD		2012
100-00200	Lenovo 2012 PC					7517A3U	IS7517A3UMJKA WTP		2012
100-00201	Lenovo 2012 PC					7517A3U	IS7517A3UMJHXWCM		2012
100-01635	Lenovo 2012 PC					7517A3U	IS7517A3UMJHXMHA		2012
100-02339	Lenovo 2012 PC					7517A3U	IS7517A3UMJHXMGX		2012
100-01628	Lenovo 2012 PC					7517A3U	IS7517A3UMJHXPBM		2012
100-00202	Lenovo 2012 PC					7517A3U	IS7517A3UMJHXXWHY		2012
100-00203	Lenovo 2012 PC					7517A3U	IS7517A3UMJKA TXD		2012
100-00205	Lenovo 2012 PC					7517A3U	IS7517A3UMJHPPXM		2012
	HP2011 PC					QR807US#ABA	MXL14015MH		2011
100-02256	HP2011 PC					QR807US#ABA	MXL14015PY		2011
100-02267	HP2011 PC					QR807US#ABA	MXL1441CDJ		2011
100-02187	HP2011 PC					QR807US#ABA	MXL1520XWWM		2011
100-02259	HP2011 PC					QR807US#ABA	MXL14015MN		2011
100-02186	HP2011 PC					QR807US#ABA	MXL14015NF		2011
100-02188	HP2011 PC					QR807US#ABA	MXL14015PD		2011

100-02360	MONITOR				ViewSonic VA2223WM	RH5102600629		2010
100-02107	MONITOR				ViewSonic VX2433	R4F100942818		2010
100-02123	monitor				HPL1950	CNK81310D7		
old 039713	monitor				ViewSonicVA703b			2007
old 039084	monitor				ViewSonicVA703b			2007
100-02542	monitor				ViewSonicVA703b			2007
100-01399	HP2011 PC				QR807US#ABA	MXL14015LH		2011
100-02644	monitor				HP2205	3CQ131N6KV		
100-01408	monitor				HP 2205	3CQ131N64s		
NO TAG	monitor				HP 2205	3CQ131N639		
100-01010	monitor				HP 2205	3CQ131N6FX		
100-01009	monitor				HP 2205	3CQ144BXKN		
100-01003	monitor				Lenovo LT2252p	2572mb6v8zc903		
100-01004	monitor				HP 2205	3CQ131n625		
100-01740	Laptop				Dell Precision M6500	HM8Z4S1		2012
100-01478	MONITOR				ViewSonic VA703b	Q85062623629		2006
no tag	PC				Lenovo2012	1S7517A3UMJKATXG		2012
36341	time clock				Luna	256828470036		
5431	time clock				Luna	256828470014		
36690	time clock				Luna	252520190016		
13790	time clock				Luna	252639360043		
n/a	time clock				Luna	252639360033		

Dept: Court IT Dept Code: 3501-CIT
 POC: Deana Grant
 Phone: 881-3262

Dept: Court IT Dept Code: 3501-CIT

POC: Deana Grant

Phone: 881-3262

5432	time clock			Luna	256828470004			
n/a	time clock			Luna	252639360002			
5435	time clock			Luna	256828470046			
n/a	time clock			Luna	252639360035			
36686	time clock			Luna	252520190026			
36340	time clock			Luna	256828470033			
5436	time clock			Luna	256828470034			
5433	time clock			Luna	256828470006			
36687	time clock			Luna	252639360027			
36688	time clock			Luna	252520190028			
100-01510	HP2011			QR807US#ABA	MXL128254W			2011
100-02286	HP2011			QR807US#ABA	MXL2121LPL			2011
100-03343	PRINTER			HP3005	CNDID18143			2007
100-01480	HP2011			QR807US#ABA	MXL2121LPK			2011
100-01480	HP2011			QR807US#ABA	MXL1401RZ			2011
100-01621	HP2011			QR807US#ABA	MXL14015Q1			2011
100-01622	HP2011			QR807US#ABA	MXL1520XYC			2011
100-01473	HP2011			QR807US#ABA	MXL128253C			2011
100-03360	HP2011			QR807US#ABA	MXL14015QH			2011
100-03268	HP2011			QR807US#ABA	MXL1441CDH			2011
100-03359	monitor			hp LA2205	3CQ13IN5GS			
no tag	HP2011			QR807US#ABA	MXL14015PH			2011
no tag	Avaya phone			1608	09WZ34451305			

Dept: Court IT Dept Code: 3501-CIT
 POC: Deana Grant
 Phone: 881-3262

no tag	Avaya phone	1608	09WZ36154711			
100-01741	Lenovo 2012 PC	7517A3U	MJKA WVF			2012
100-01374	HP2011	QR807US#ABA	MXL1282557			2011
NO TAG	HP2011	QR807US#ABA	MXL1520XYQ			2011
100-01451	HP2011	QR807US#ABA	MXL14015SP			2011
100-01460	HP2011	QR807US#ABA	MXL14015RW			2011
100-01443	HP2011	QR807US#ABA	MXL14015QB			2011
100-01386	HP2011	QR807US#ABA	MXL14015LZ			2011
100-01390	HP2011	QR807US#ABA	MXL14015SH			2011
100-01013	MONITOR	ViewSonic VA703b	Q85062621179			2006
100-01457	HP2011	QR807US#ABA	MXL14015P7			2011
100-01136	MONITOR	ViewSonic VA703b	QAG071784273			2009
100-01151	MONITOR	ViewSonic VA703b	Q85084301415			2009
100-01153	MONITOR	ViewSonic VA703b	Q85072566973			2009
100-01127	MONITOR	ViewSonic VA703b	QAG071784254			2009
100-01384	HP2011	QR807US#ABA	MXL14015LL			2011
100-01495	MONITOR	ViewSonic VA703b	Q85072566082			2009
100-01497	HP2011	QR807US#ABA	MXL1282553			2011
100-01494	HP2011	QR807US#ABA	MXL ?			2011
100-01614	monitor	ViewSonic VG2228wm	S34105000324			2009
100-01489	HP2011	QR807US#ABA	MXL1441CDW			2011
100-01483	monitor	ViewSonic VG2228wm	S34111700191			
100-01654	HP2011	QR807US#ABA	MXL14015NZ			2011

Dept: Court IT Dept Code : 3501- CIT
 POC: Aiana Grant
 Phone: 881-3262

100-01188	HP2011				QR807US#ABA	MXL128254R		2011
100-01225	printer				LEXMARK T632N	99R0NW		
100-01374	HP2011				QR807US#ABA	MXL1282557		2011
100-01200	HP2011				QR807US#ABA	MXL128255T		2011
100-01602	Lenovo 2012 PC				7517A3U	1S7517A3UMJKAVVH		2012
100-01393	HP2011				QR807US#ABA	MXL14015P6		2011
100-01370	HP2011				QR807US#ABA	MXL14015QC		2011
100-01499	monitor				ViewSonic VG2228wm	S34111700202		
100-01502	HP2011				QR807US#ABA	MXL14015LJ		2011
100-01401	monitor				ViewSonic VG2228wm	S34105000291		
100-01402	HP2011				QR807US#ABA	MXL14015QK		2011
100-01395	monitor				ViewSonic VG2228wm	S34105000301		
100-01396	HP2011				QR807US#ABA	MXL14015M6		2011
100-03402	scanner				Cannon DR2580C	dg308386		2006
100-04068	laptop				Thinkpadw510	R9A2VR6		2012
100-03426	HP2011				QR807US#ABA	MXL1282552		2011
100-03431	HP2011				QR807US#ABA	MXL1282545		2011
100-03410	HP2011				QR807US#ABA	MXL128254K		2011
100-03423	HP2011				QR807US#ABA	MXL1282539		2011
100-03419	HP2011				QR807US#ABA	MXL128255S		2011
100-03414	MONITOR				ViewSonic VE700	A18040500733		2004
100-03432	MONITOR				ViewSonic VE700	A18040500830		2004
100-03424	MONITOR				ViewSonic VE700	A18040500501		2004

Dept: Court IT Dept Code: 3501-CIT
 POC: Deana Grant
 Phone: 881-3262

100-03428	MONITOR			ViewSonic VE700	A18040500797		2004
100-01662	PRINTER			hp2300	CNBCF02608		2003
100-01501	PRINTER			hp2300	CNBDF13570		2003
100-01665	monitor			ViewSonic VG2228wm	S34105000293		
100-01666	HP2011			QR807US#ABA	MXL14015PC		2011
38969	scanner			cannon DR2580C	DG309327		2006
100-01191	HP2011			QR807US#ABA	MXL1520XYS		2011
old14567	laptop			sony Vaio230	3000018		2004
100-01089	MONITOR			ViewSonic VA703b	QAG071784267		2009
100-01123	MONITOR			ViewSonic VA703b	RAE092700343		2009
100-01092	MONITOR			ViewSonic VA703b	RAE092700319		2009
100-01059	MONITOR			ViewSonic VA703b	QAG090600145		2009
100-01030	MONITOR			ViewSonic VA703b	QAG071784443		2009
100-01053	MONITOR			ViewSonic VA703b	RAE092700352		2009
100-01056	MONITOR			ViewSonic VA703b	Q85063701138		2009
100-01066	MONITOR			ViewSonic Vg932M	sbn112940700		2009
100-03073	MICR printer			SourceTech ST-9530	780f3n1		2005
100-03176	MICR PRINTER			Lexmark T620	41-YL276		2003
4499	monitor			ViewSonic VE701b	PUN052904824		
100-02281	Lenovo 2012 PC			7517A3U	MJKAPPK		2012
	blade server				11S43W4044YK125386T13A		2008
	blade server				39R8649YK108163GZB0		2006
	blade server				11S43W4044YK125385F1F5		2008

Dept: Court IT Dept Code: 3501-CIT
 POC: Seana Grant
 Phone: 881-3262

		blade server							11S43W4044YK125385F180	2008	
		blade server							11S43W4044YK125385F1ES	2008	
100-02308		HP2011					QR807US#ABA		MXL1282541	2011	
100-02309		HP2011					QR807US#ABA		MXL1450RM	2011	
100-02304		monitor					ViewSonicVA703b		Q85072261700	2007	
100-02303		monitor					ViewSonicVA703b		Q85072566966	2007	
100-02306		monitor					ViewSonicVA703b		Q85072567005	2007	
100-01476		HP2011					QR807US#ABA		MXL14015LM	2011	
100-02160		monitor					ViewSonic 2250wb		QQM075001431		
100-02557		HP2011					QR807US#ABA		MXL14015L6	2011	
100-02640		HP2011					QR807US#ABA		MXL14015L6	2011	
100-02564		Lenovo 2012 PC					7517A3U		MJHXXEE	2012	
100-02635		HP2011					QR807US#ABA		MXL14015N7	2011	
100-02562		HP2011					QR807US#ABA		MXL1282549	2011	
100-02077		HP Elite 8200 PC								2011	
100-01349		HP Elite 8200 PC								2011	
100-03182		HP Elite 8200 PC								2011	
100-02643		HP Elite 8200 PC								2011	
100-02192		HP Elite 8200 PC								2011	
100-00206		HP Elite 8200 PC								2011	
100-02158		HP Elite 8200 PC								2011	
100-02245		Nobilis PC								2007	
100-02300		Photosmart Premium printer w/ cartrid								2009	
		HP Photosmart Premium printer					MY8ANB9056		C9101A	2009	










REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19088

Sponsor(s): Dennis Waits

Date: February 29, 2016

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Declaring certain personal property as Surplus and authorizing its disposal pursuant to Chapter 11 of the Jackson County Code.</u></p>																
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="310 527 1395 684"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></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 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:		\$	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	<p>Prior ordinances and (date): Prior resolutions and (date): 19015, November 30, 2015</p>																
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Jessica Johnson, Senior Buyer, 881-3465</p>																
REQUEST SUMMARY	<p>Various County Departments and the Courts have requested that certain personal property be declared as Surplus and the disposal of that property be authorized.</p> <p>The Director of Finance and Purchasing recommends the unusable personal property on attached Exhibit A be declared surplus and unusable and disposed of pursuant to Chapter 11 of the Jackson County Code.</p> <p>Disposal Plans: All items listed in Exhibit A to be sold at auction.</p> <p>All proceeds will be credited to the General Fund pursuant to Chapter 5, Section 535.2 of the Jackson County Code.</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>																
ATTACHMENTS	<p>Exhibit A, Pages 1-19, Surplus Declaration Forms for Auction</p>																
REVIEW	<table border="1" data-bbox="293 1692 1521 1946"> <tr> <td>Department Director: </td> <td>Date: 2/19/16</td> </tr> <tr> <td>Finance (Budget Approval): If applicable: </td> <td>Date: 2/19/16</td> </tr> <tr> <td>Division Manager: </td> <td>Date: 2/24/16</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>		Department Director: 	Date: 2/19/16	Finance (Budget Approval): If applicable: 	Date: 2/19/16	Division Manager: 	Date: 2/24/16	County Counselor's Office:	Date:							
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Finance (Budget Approval): If applicable: 	Date: 2/19/16																
Division Manager: 	Date: 2/24/16																
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 authorizing the Director of Finance and Purchasing to issue a check in the amount of \$10,772.00 to the Kansas City, Missouri Police Department for the furnishing of Crisis Intervention Team training and programs funded by the Anti-Drug Sales Tax Fund.

RESOLUTION NO. 19089, February 29, 2016

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Kansas City Police Department (KCPD) has submitted two funding requests to the COMBAT Commission for the furnishing of Crisis Intervention Team (CIT) programming and training for the KCPD CIT Squad; and,

WHEREAS, this training will enable the CIT Squad to keep current in regards to substance abuse/mental health and violence issues, best practices involving police interaction with mentally ill subjects, and current liability issues resulting from those interaction, at a cost not to exceed \$4,172.00; and,

WHEREAS, additionally, this funding will assist with costs associated the training programs the CIT Squad conducts for other Jackson County law enforcement jurisdictions, at a cost not to exceed \$6,600.00; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized issue a check to the Kansas City Police Department, in the amount of \$10,772.00, for CIT training and programs.

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. 19089 of February 29, 2016, was duly passed on _____, 2016 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: 008 4401 56080
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
COMBAT
Other Professional Services
NOT TO EXCEED: \$10,772.00


Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19089

Sponsor(s): Dan Tarwater III

Date: February 29, 2016

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A Resolution authorizing the Director of Finance and Purchasing to issue a check in the amount of \$10,772.00 to the Kansas City Missouri Police Department for the furnishing of Crisis Intervention Team (CIT) training programming funded by the Anti-Drug Sales Tax Fund for anti-drug and anti-violent crime activities and purposes.</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>\$10,772.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$10,772.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$10,772.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO ANTI-DRUG, COMBAT Administration, Other Professional Services</td> <td>FROM ACCT 008-4401-56080 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 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:	\$10,772.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$10,772.00	Amount budgeted for this item * (including transfers):	\$10,772.00	Source of funding (name of fund) and account code number; FROM / TO ANTI-DRUG, COMBAT Administration, Other Professional Services	FROM ACCT 008-4401-56080 TO ACCT
Amount authorized by this legislation this fiscal year:	\$10,772.00										
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Amount budgeted for this item * (including transfers):	\$10,772.00										
Source of funding (name of fund) and account code number; FROM / TO ANTI-DRUG, COMBAT Administration, Other Professional Services	FROM ACCT 008-4401-56080 TO ACCT										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Carol Lillis, Office Administrator, 881-1415</p>										
<p>REQUEST SUMMARY</p>	<p>The Kansas City Missouri Police Department has submitted two funding requests to the COMBAT Commission for the furnishing of Crisis Intervention Team (CIT) programming and training for the KCPD CIT Squad. This training will enable the CIT Squad to keep current in regards to substance abuse/mental health and violence issues, best practices involving police interaction with mentally ill subjects and current liability issues resulting from those interactions. In addition it will assist with costs for training for other Jackson County law enforcement jurisdictions. The KCPD has been recognized as having a premier CIT program in the area and frequently has other agencies, mental health professionals and citizens request the help of CIT officers.</p> <p>This funding request will cover the costs for three CIT Squad members to attend the International CIT Conference in Chicago, IL in April 2016 (\$4,172) and the costs associated with the local CIT Training program (\$6,600).</p> <p>This submission requests that the Director of Finance and Purchasing be authorized to issue a check to the Kansas City Police Department to fund a portion of it CIT Squad training programs. It was reviewed and approved for recommendation for funding by the Jackson County Drug Commission on February 9, 2016.</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	Letters from Darren Ivey, KCPD CIT Commander and Darryl Forte, KCPD Chief	
REVIEW	Department Director: <i>[Signature]</i>	Date: 2-18-2016
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: 2/19/16
	Division Manager: <i>[Signature]</i>	Date: 2/24/16
	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.

Res. 19089

Police

KC/MO

Darryl Forté
Chief of Police

Chief's Office
1125 Locust
Kansas City, Missouri 64106
www.kcpd.org

Office (816) 234-5010
Fax (816) 234-5013

January 15, 2016

Jackson County COMBAT
415 East 12th Street, 9th Floor
Kansas City, Missouri 64106

To the Commissioners, Directors and Staff of COMBAT:

In 1999 the Kansas City Missouri Police Department (KCPD) began training officers in the Crisis Intervention Team (CIT) concept. In 2015 we placed two officers and a sergeant on special assignment to create the CIT Squad. Those officers handle the training needs of the surrounding metropolitan area law enforcement agencies, dangerous and chronically mentally ill subjects, and market the CIT concept to the citizens of Missouri.

As part of the CIT Squad's responsibilities, they have been tasked with providing various CIT training to law enforcement officers, mental health professionals, and other EMS services. This training includes in-service training blocks, a 40 hour basic CIT training class, a CIT training course – specifically targeted to interacting with military veterans, a training course – specific to the mental issues related to children and juveniles, and other specialized training related to current CIT issues. Part of the success of this program relies on POST approved catered lunches, books and other training material that complement those classes, and snacks and drinks that will ensure the students have the necessary sustenance for their continued attention to the instructors.

Because one of the goals of this training is to intercept emotionally disturbed subjects before they commit acts of violence, we have found that this goal is in tandem with some of COMBAT's goals. We are therefore requesting \$6,600 from COMBAT to fund the food, snack and supply costs of the training outlined above. These funds will satisfy the training needs of the Mid-America CIT Council Education Committee for the calendar year of 2016.

Thank you for your consideration of this mutually beneficial partnership between our agencies.

Sincerely,



Darryl Forté
Chief of Police



Darryl Forté
Chief of Police

Res. 19089

Chief's Office
1125 Locust
Kansas City, Missouri 64106
www.kcpd.org

Office (816) 234-5010
Fax (816) 234-5013

February 10, 2016

Jackson County COMBAT
415 East 12th Street, 9th Floor
Kansas City, Missouri 64106

To the Commissioners, Directors and Staff of COMBAT:

This letter is to offer further clarification on how the Crisis Intervention Team (CIT) program and training fits into the COMBAT mission.

Substance Abuse Treatment and Prevention

Many of the people who are suffering from a mental health crisis have been dual diagnosed as also having substance abuse issues. It is so prevalent that we include several hours of specific training blocks, during the CIT trainings, to address this. When attending the International CIT Conference and other trainings, we always ensure that we seek out and attend sessions dealing with this topic. This way we can keep current on the newest trends and how to address them.

Violence Prevention

There are many mentally ill people who are violent; in fact, the argument can be made that any violent person is suffering from some sort of mental health crisis. This is why we offer courses such as De-escalation and Suicide/Suicide by Cop in our CIT Trainings. The Kansas City CIT Squad also monitors several chronic/violent persons who suffer from mental health issues. They ensure they are getting the proper treatment and they routinely check on them to ensure they are keeping up with their treatment plan. All of this helps ensure they do not act on violent tendencies.

I have also attached a spread sheet which shows the break-down of food/snacks/supplies for each 2016 CIT Training.

Please let me know if you need anything further.

Sincerely,

Darren Ivey
KCPD CIT Commander

Police

KC/MO

Darryl Forté
Chief of Police

Res. 19089

Chief's Office
1125 Locust
Kansas City, Missouri 64106
www.kcpd.org

Office (816) 234-5010
Fax (816) 234-5013

January 15, 2016

Jackson County COMBAT
415 East 12th Street, 9th Floor
Kansas City, Missouri 64106

To the Commissioners, Directors and Staff of COMBAT:

In 1999 the Kansas City Missouri Police Department (KCPD) began training officers in the Crisis Intervention Team (CIT) concept. In 2015 we placed two officers and a sergeant on special assignment to create the CIT Squad. Those officers handle the training needs of the surrounding metropolitan area law enforcement agencies, dangerous and chronically mentally ill subjects, and market the CIT concept to the citizens of Missouri.

KCPD has been recognized as having the premier CIT program in the area and frequently has other agencies, mental health professionals, and citizens request the help of CIT officers. The CIT Squad supports those efforts by assisting in providing the most dangerous and persistently mentally ill subjects with the assistance needed to reduce the effects of their mental illness. This is done by training officers and mental health professionals, as well as personally interacting with the emotionally disturbed individuals.

Because the members of the CIT Squad need to keep current on training in regards to mental health issues, best practices involving police interaction with mentally ill subjects, and current liability issues resulting from those interactions, we respectfully request \$4,172 in funds from COMBAT so that KCPD can send three CIT Squad members to the International CIT Conference in Chicago, Illinois in April 2016. This is in line with both the goals of COMBAT and KCPD regarding mental illness and reduction of violence related to emotionally disturbed subjects.

Thank you for your consideration of this mutually beneficial partnership between our agencies.

Sincerely,


Darryl Forté
Chief of Police



**CRISIS INTERVENTION TEAM (CIT)
LSPD
March 7-11, 2016**

DATE/TIME	MONDAY	TUESDAY	WEDNESDAY	Thursday	Friday
	03/07/2016	03/08/2016	03/09/2016	03/10/2016	03/11/2016
8:00 AM	WELCOME/CIT OVERVIEW- <i>MPO M. Isberg Sgt. J. Bryant</i>	SITE VISITS (See Site Visit Schedule)	SITE VISIT (See Site Visit Schedule)	DE-ESCALATION Pt.1- <i>Sgt. J. Bryant Sgt. S. Hess</i>	DE-ESCALATION Pt. 2- <i>Sgt. Bryant Sgt. Hess</i>
8:50 AM					
9:00 AM	OVERVIEW OF MENTAL ILLNESS- <i>Dr. Munroe</i>				CIT REPORTS- <i>MPO Isberg Sgt. S. Hess</i>
09:50 AM					
10:00 AM				CONSUMER PANEL- <i>NAMI-KC</i>	Managing Dynamics- <i>PO L. Virgil</i>
10:50 AM					
11:00 AM	STIGMA- <i>Cpl. T. Wade PO JD Pettey Peggy Gorenflo</i>				EMOTIONAL SURVIVAL- <i>Sgt. S.Taylor</i>
11:50 AM					
12:00 PM	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
12:50 PM				(Catered)	
1:00 PM	DEVELOPMENTAL DISORDERS- <i>John Hartman</i>	BATTLEMIND- <i>Claude Guidry</i>	CHILDREN AND ADOLESCENTS- <i>Dr. N. Osborne</i>	ASSESSING RESOURCES- <i>Erica Benson Jeanne Fruth</i>	Radicalization- <i>Det. Berglund</i>
1:50 PM					
2:00 PM	ALZHEIMER'S- <i>Karen Cloud</i>	MEDICATIONS AND SIDE EFFECTS- <i>Dr. Roger Sommi</i>	HOMELESS— <i>Robbie Phillips</i>	OFFICER PANEL- <i>PO Pettey Sgt. Coughlin Sgt. Patillo</i>	MENTAL HEALTH LAW- <i>Commissioner Styles</i>
2:50 PM					
3:00 PM	CO-OCCURRING DISORDERS- <i>Jodi Gusman</i>		TRAUMA INFORMED CARE- <i>Molly Ticknor</i>	SUICIDE/ SUICIDE BY COP- <i>Peggy Gorenflo PO JD Pettey</i>	FAMILY PANEL- <i>NAMI-KC</i>
3:50 PM					
4:00 PM					EVALUATION/ GRADUATION
5:00 PM					

Jackson County
COMBAT

415 East 12th Street, Ninth Floor
Kansas City, Missouri 64106
www.combatjack.org

Res. 19089

Stacey Daniels-Young, Ph.D.
Director
(816) 881-3510

Vincent M. Ortega
Deputy Director
(816) 881-3886

Drug Commissioners:

Gloria Fisher
Venessa Maxwell-Lopez
Gene Morgan
Marva Marguerite Moses
Keith Querry
Anita Russell
Joseph Spalitto, DDS
Lanna Ultican
James Witteman, Jr.

Fax:
(816) 881-1416

To: Mary Lou Brown

From: Carol Lillis

Subject: RLA- Crisis Intervention Training

Attached is the RLA for Crisis Intervention Training, to be conducted by the Kansas City Missouri Police Department.

This training will help law enforcement keep current re: substance abuse/mental health and violence issues, as well as provide training for other law enforcement for the Citizens of Jackson County.

If you have any questions, please feel free to contact me at clillis@jacksongov.org or at 816-881-1415.

Thank you

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$16,366.00 within the 2016 Recorder's Technology Fund and awarding contracts for the maintenance of computer hardware and software for use by various County departments to certain vendors, at an aggregate cost to the County not to exceed \$651,501.00, as sole source purchases.

RESOLUTION NO. 19090, February 29, 2016

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, the County has a continuing need for the maintenance of computer hardware and software for use by various County departments; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, 1984, the Director of Finance and Purchasing has determined that each item of the maintenance services to be purchased can be obtained from only one source, the manufacturing vendor, as the hardware and software requiring maintenance are of a proprietary nature; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of contracts as follows:

<u>VENDOR</u>	<u>AMOUNT</u>
Thomson Reuters, Chicago, IL	\$412,695.80
Mitchell Humphrey, St. Louis, MO	\$ 69,275.00
ERSI, Redlands, CA	\$ 48,089.34
Information Technologies, St. Louis, MO	\$ 45,132.00
CompuTrust Software, Morgan Hills, CA	\$ 32,085.00

Vertiq, Morgan Hill, CA	\$ 10,585.00
Tyler Technologies, Dallas, TX	\$ 10,497.02
IBM, Pittsburgh, PA	\$ 9,588.00
Questica, Burlington, ON, Canada	\$ 8,243.19
Embarcadero Technologies, San Francisco, CA	\$ 5,310.00

and,

WHEREAS, a transfer is necessary to place funds needed for the Recorder of Deeds software maintenance in the appropriate spending account; 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 within the 2016 Recorder's Technology Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Recorder's Technology Fund Information Technology			
042-1305	566661 – Software Purchase	\$16,396	
042-1305	56662 – Software Maintenance		\$16,396

and,

BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and

that the Director be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award; and,

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

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. 19090 of February 29, 2016, was duly passed on _____, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

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

ACCOUNT NUMBER: 042 1305 56661
ACCOUNT TITLE: Recorder's Technology Fund
Information Technology
Software Purchase
NOT TO EXCEED: \$16,395.70

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

ACCOUNT NUMBER: 001 1305 56662
ACCOUNT TITLE: General Fund
Information Technology
Software Maintenance
NOT TO EXCEED: \$209,030.65

ACCOUNT NUMBER: 003 1305 56662
ACCOUNT TITLE: Park Fund
Information Technology
Software Maintenance
NOT TO EXCEED: \$9,640.00

ACCOUNT NUMBER: 004 1305 56662
ACCOUNT TITLE: Road and Bridge Fund
Information Technology
Software Maintenance
NOT TO EXCEED: \$15,807.00

ACCOUNT NUMBER: 045 1305 56662
ACCOUNT TITLE: Assessment Fund
Information Technology
Software Maintenance
NOT TO EXCEED: \$296,519.00

ACCOUNT NUMBER: 042 1801 56662
ACCOUNT TITLE: Recorder Technology Fund
Recorder of Deeds
Software Maintenance
NOT TO EXCEED: \$58,976.00

ACCOUNT NUMBER: 042 1305 56662
ACCOUNT TITLE: Recorder Technology Fund
Information Technology
Software Maintenance
NOT TO EXCEED: \$16,395.70

ACCOUNT NUMBER: 004 4201 56662
ACCOUNT TITLE: Road and Bridge Fund
Sheriff's Office
Software Maintenance
NOT TO EXCEED: \$45,132.00


Date


Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19090

Sponsor(s): Dennis Waits

Date: February 29, 2016

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transferring \$16,395.70 within the Recorder of Deeds budget and authorizing the purchase of Annual Software Maintenance Agreements for use by Various County Departments from the Vendors listed herein at a total cost to the County of \$651,500.35 as a Sole Source purchase.</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>\$651,500.35</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>\$651,500.35</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$651,500.35</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>Transfer From: 042-1305-56661 Recorder's Technology Fund, Information Technology, Software Purchases</td> <td>\$16,395.70</td> </tr> <tr> <td>Transfer To: 042-1305-56662 Recorder's Technology Fund, Information Technology, Software Maintenance</td> <td>\$16,395.70</td> </tr> <tr> <td>001-1305-56662 General Fund, Information Technology, Software Maintenance</td> <td>\$209,030.65</td> </tr> <tr> <td>003-1305-56662 Park Fund, Information Technology, Software Maintenance</td> <td>\$ 9,640.00</td> </tr> <tr> <td>004-1305-56662 Road & Bridge Fund, Information Technology, Software Maintenance</td> <td>\$ 15,807.00</td> </tr> <tr> <td>042-1305-56662 Recorder's Technology Fund, Information Technology, Software Maintenance</td> <td>\$ 16,395.70</td> </tr> <tr> <td>045-1305-56662 Assessment Fund, Information Technology, Software Maintenance</td> <td>\$296,519.00</td> </tr> <tr> <td>004-4201-56662 Road & Bridge Fund, Sheriff's Office, Software Maintenance</td> <td>\$ 45,132.00</td> </tr> <tr> <td>042-1801-56662 Recorder's Technology Fund, Recorder, Software Maintenance</td> <td>\$ 58,976.00</td> </tr> <tr> <td>Total</td> <td>\$651,500.35</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): \$609,345.08 Prior Year Actual Amount Spent (if applicable): \$609,345.08</p>	Amount authorized by this legislation this fiscal year:	\$651,500.35	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$651,500.35	Amount budgeted for this item * (including transfers):	\$651,500.35	Source of funding (name of fund) and account code number:		Transfer From: 042-1305-56661 Recorder's Technology Fund, Information Technology, Software Purchases	\$16,395.70	Transfer To: 042-1305-56662 Recorder's Technology Fund, Information Technology, Software Maintenance	\$16,395.70	001-1305-56662 General Fund, Information Technology, Software Maintenance	\$209,030.65	003-1305-56662 Park Fund, Information Technology, Software Maintenance	\$ 9,640.00	004-1305-56662 Road & Bridge Fund, Information Technology, Software Maintenance	\$ 15,807.00	042-1305-56662 Recorder's Technology Fund, Information Technology, Software Maintenance	\$ 16,395.70	045-1305-56662 Assessment Fund, Information Technology, Software Maintenance	\$296,519.00	004-4201-56662 Road & Bridge Fund, Sheriff's Office, Software Maintenance	\$ 45,132.00	042-1801-56662 Recorder's Technology Fund, Recorder, Software Maintenance	\$ 58,976.00	Total	\$651,500.35
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042-1801-56662 Recorder's Technology Fund, Recorder, Software Maintenance	\$ 58,976.00																														
Total	\$651,500.35																														
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 18766 March 16, 2015 and 18808 April 27, 2015</p>																														
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>																														
REQUEST SUMMARY	<p>The Annual Software Maintenance Agreements for Various County Departments are expiring and need to be renewed. These applications support most of the software for Assessment, Collections, Information Technology, GIS, Finance and Purchasing, Medical Examiner, Recorder of Deeds Departments and the Sheriff's Office. The Annual Software Maintenance Agreements are considered a Sole Source because the maintenance can only be provided by the developer of the software.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of Annual Software Maintenance Agreements for use by Various County Departments at a total cost of \$574,283.35 as a Sole Source from the following vendors:</p> <table border="1"> <thead> <tr> <th>Vendor Name and Location</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Thomson Reuters, Chicago, Illinois</td> <td>\$412,695.80</td> </tr> <tr> <td>Mitchell Humphrey, St. Louis, Missouri</td> <td>\$ 69,275.00</td> </tr> </tbody> </table>	Vendor Name and Location	Amount	Thomson Reuters, Chicago, Illinois	\$412,695.80	Mitchell Humphrey, St. Louis, Missouri	\$ 69,275.00																								
Vendor Name and Location	Amount																														
Thomson Reuters, Chicago, Illinois	\$412,695.80																														
Mitchell Humphrey, St. Louis, Missouri	\$ 69,275.00																														

ESRI, Redlands, California	\$ 48,089.34
Information Technologies, St. Louis, Missouri	\$ 45,132.00
Computrust, Morgan Hills, California	\$ 32,085.00
Vertiq Software, Morgan Hills, California	\$ 10,585.00
Tyler Technologies, Dallas, Texas	\$ 10,497.02
IBM, Pittsburgh, Pennsylvania	\$ 9,588.00
Questica, Burlington, ON, Canada	\$ 8,243.19
Embarcadero Technologies, San Francisco, California	\$ 5,310.00
Total	\$651,500.35

The Director of Finance and Purchasing also requests the transfer of \$16,395.70 within the Recorder of Deeds budget as follows:

	FROM:	TO:
042-1305-56661 Recorder's Technology Fund, IT, Software Purchases	\$16,395.70	
042-1305-56662 Recorder's Technology Fund, IT, Software Maintenance		\$16,395.70

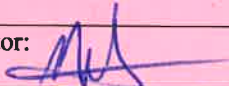
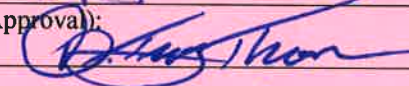
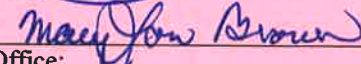
CLEARANCE

- Tax Clearance Completed (Purchasing & Department) N/A
- Business License Verified (Purchasing & Department) N/A
- Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)

ATTACHMENTS

A Memorandum from the Information Technology Fund and Invoices for the Annual Software Maintenance from each vendor.

REVIEW

Department Director:		Date:	2/19/2016
Finance (Budget Approval): If applicable		Date:	2/24/16
Division Manager:		Date:	2/22/16
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:
Jackson County, Missouri**

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

PC# _____

Date: February 19, 2016

RES # 19090

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
Recorder's Technology - 042			
<u>1305 - Information Technology</u>	<u>56661 - Software Purchase</u>	<u>\$ 16,395.70</u>	
	<u>56662 - Software Maintenance</u>		<u>\$ 16,395.70</u>

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: February 19, 2016

RES #

<u>Department / Division</u>	<u>Character/Description</u>	<u>Not to Exceed</u>
General Fund - 001		
<u>1305 - Information Technology</u>	<u>56662 - Software Maintenance</u>	<u>\$ 209,030.65</u>
Park Fund - 003		
<u>1305 - Information Technology</u>	<u>56662 - Software Maintenance</u>	<u>9,640.00</u>
Special Road & Bridge Fund - 004		
<u>1305 - Information Technology</u>	<u>56662 - Software Maintenance</u>	<u>15,807.00</u>
Recorder Technology Fund - 042		
<u>1801 - Recorder of Deeds</u>	<u>56662 - Software Maintenance</u>	<u>58,976.00</u>
<u>1305 - Information Technology</u>	<u>56662 - Software Maintenance</u>	<u>16,395.70</u>
Assessment Fund - 045		
<u>1305 - Information Technology</u>	<u>56662 - Software Maintenance</u>	<u>296,519.00</u>
Special Road & Bridge Fund - 004		
<u>4201 - Sheriff's Office</u>	<u>56662 - Software Maintenance</u>	<u>45,132.00</u>
		<u>\$ 651,500.35</u>



Budgeting



**Department of
INFORMATION TECHNOLOGY
JACKSON COUNTY, MISSOURI**

Res. 19090

(816) 881-3151

415 EAST 12TH STREET, ROOM G-8
KANSAS CITY, MO 64106

TO: BARBARA CASAMENTO, PURCHASING SUPERVISOR

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS *ME*

DATE: JANUARY 6, 2016

RE: COUNTY SOFTWARE MAINTENANCE SOLE SOURCE RENEWAL FOR 2016

PLEASE SUBMIT AN RLA FOR THE 2016 SOFTWARE MAINTENANCE. THE COST AND BREAKDOWN BY FUND, DEPARTMENT AND ACCOUNT ARE ATTACHED. THERE IS ONE TRANSFER THAT NEEDS TO BE DONE AND IT IS INCLUDED IN THE ATTACHMENT. THE COMPUTER SOFTWARE MAINTENANCE AGREEMENTS FOR VARIOUS COUNTY DEPARTMENTS ARE EXPIRING AND NEED TO BE RENEWED. THESE MAINTENANCE AGREEMENTS SUPPORT MOST OF THE SOFTWARE FOR ASSESSMENT, COLLECTIONS, INFORMATION TECHNOLOGY, GIS, FINANCE, CLERK OF THE LEGISLATURE, MEDICAL EXAMINER, RECORDER OF DEEDS AND THE PUBLIC ADMINISTRATOR. THESE SUPPLIERS ARE CONSIDERED SOLE SOURCE BECAUSE THE MAINTENANCE CAN ONLY BE PROVIDED BY THE DEVELOPER OF THE SOFTWARE.

ATTACHMENT



THOMSON REUTERS™

Please Remit Payment to:

MANATRON, INC.
PO BOX 71275
CHICAGO, IL 60694-1275
Toll Free 1.866.471.2900

INVOICE

Invoice	INVC053745
Date	12/23/2015
Page	1
Acct#	2545055
Reference	JAN26906A/18809

BILL TO:

JACKSON COUNTY IT DEPT
415 EAST 12TH STREET, G8

KANSAS CITY MO 64106-2706

SHIP TO:

JACKSON COUNTY IT DEPT
415 EAST 12TH STREET, G8

KANSAS CITY MO 64106-2706

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
SIGMA-S		1	\$40,410.60	\$40,410.60
SIGMA-S		1	\$1,400.30	\$1,400.30

FOR THE PERIOD OF 01/01/2016-12/31/2016

Subtotal	\$41,810.90
Tax	\$0.00
Total	\$41,810.90

Please note invoice and account number on your check to ensure accurate payment application.
THANK YOU!



THOMSON REUTERS™

INVOICE

Please Remit Payment to:

MANATRON, INC.
PO BOX 71275
CHICAGO, IL 60694-1275
Toll Free 1.866.471.2900

Invoice	INVC053746
Date	12/23/2015
Page	1
Acct#	2545055
Reference	JAN26907A/17009

BILL TO:

JACKSON COUNTY IT DEPT
415 EAST 12TH STREET, G8

KANSAS CITY MO 64106-2706

SHIP TO:

JACKSON COUNTY IT DEPT
415 EAST 12TH STREET, G8

KANSAS CITY MO 64106-2706

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
	ASCEND-ASSMT-S	1	\$269,916.70	\$269,916.70
	NEWERA-S	1	\$12,248.08	\$12,248.08
	ASCEND-WEBINQ-S	1	\$5,968.62	\$5,968.62
	ASCEND-STATEMENT-S	1	\$3,689.90	\$3,689.90
	ASCEND-PAYMENT-S	1	\$3,689.90	\$3,689.90

FOR THE PERIOD OF 01/01/2016-12/31/2016

Subtotal	\$295,513.20
Tax	\$0.00
Total	\$295,513.20

Please note invoice and account number on your check to ensure accurate payment application.
THANK YOU!



THOMSON REUTERS™

INVOICE

Please Remit Payment to:

MANATRON, INC.
PO BOX 71275
CHICAGO, IL 60694-1275
Toll Free 1.866.471.2900

Invoice	INVC053744
Date	12/23/2015
Page	1
Acct#	2545000
Reference	JAN26905A/18951

BILL TO:

JACKSON COUNTY IT DEPT
415 EAST 12TH STREET, G8

SHIP TO:

Recorder
JACKSON COUNTY I
415 EAST 12TH STREET, 104

KANSAS CITY MO 64106-2706

KANSAS CITY MO 64106-2706

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
ANTHEM-S		1	\$60,828.05	\$60,828.05
IMAGE IMPORT-S		1	\$2,147.14	\$2,147.14
AUM-ERECORDING-S		1	\$9,586.46	\$9,586.46
ANTHEM-S		1	\$1,210.05	\$1,210.05
XHW		2	\$800.00	\$1,600.00

FOR THE PERIOD OF 01/01/2016-12/31/2016

Subtotal	\$75,371.70
Tax	\$0.00
Total	\$75,371.70

Please note invoice and account number on your check to ensure accurate payment application.
THANK YOU!



MITCHELL
HUMPHREY
s o f t w a r e

Res. 19090

1285 Fern Ridge Parkway
St. Louis, Missouri 63141-4402

800 237-0028 • 314 991-2440
www.mitchellhumphrey.com

January 15, 2016

Jackson County
415 East 12th Street
Kansas City, Missouri 64106

Attn: Mr. Troy Thomas

Reference:

Invoice No.: 44980000000011
Terms: Net 30 Days

I N V O I C E

Annual maintenance fee for FMS Software Products for the period
March 1, 2016 through February 28, 2017

69,275.00

Amount Due

\$69,275.00

Make check payable to Mitchell Humphrey & Co.



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 12/16/2015
To: Paul Shelton
Organization: County of Jackson
IT Dept
Fax #: 816-881-4582 **Phone #:** 816-881-4567
From: Melissa Atchley
Fax #: 909-307-3072 **Phone #:** 909-793-2853 Ext. 7972
Email: matchley@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #25717811
Document Date: 12/16/2015

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28537972
Fax #: 909-307-3072

Quotation

Date: 12/16/2015

Quotation Number: 25717811

Contract Number: 2014MPA250

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Melissa Atchley

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

County of Jackson
IT Dept
GIS Div
415 E 12th St Rm G8
Kansas City MO 64106-2743
Attn: Paul Shelton

Customer Number: 268488

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 03/16/2016 End Date: 03/15/2017	3,030.00	3,030.00
1010	8	52385 ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 03/16/2016 End Date: 03/15/2017	1,212.00	9,696.00
2010	1	86497 ArcGIS for Desktop Standard Concurrent Use Primary Maintenance Start Date: 03/16/2016 End Date: 03/15/2017	1,515.00	1,515.00
3010	1	87194 ArcGIS for Desktop Basic Concurrent Use Primary Maintenance Start Date: 03/16/2016 End Date: 03/15/2017	707.00	707.00
4010	2	87195	505.00	1,010.00

This quotation is good for 90 days. The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Melissa Atchley

Ext: 7972

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri

380 New York Street
Redlands, CA 92373
Phone: 909-793-28537972
Fax #: 909-307-3072

Quotation
Page 2

Date: 12/16/2015

Quotation Number: 25717811

Contract Number: 2014MPA250

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS for Desktop Basic Concurrent Use Secondary Maintenance Start Date: 03/16/2016 End Date: 03/15/2017		
5010	2	87195 ArcGIS for Desktop Basic Concurrent Use Secondary Maintenance Start Date: 03/16/2016 End Date: 03/15/2017	505.00	1,010.00
6010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 03/16/2016 End Date: 03/15/2017	505.00	505.00
7010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 03/16/2016 End Date: 03/15/2017	505.00	505.00
8010	2	87192 ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 03/16/2016 End Date: 03/15/2017	404.00	808.00
9010	4	87193 ArcGIS for Desktop Basic Single Use Secondary Maintenance Start Date: 03/16/2016 End Date: 03/15/2017	303.00	1,212.00
10010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 03/16/2016 End Date: 03/15/2017	505.00	505.00
11010	4	109252 ArcGIS for Server Enterprise Standard Additional Cores Maintenance Start Date: 02/01/2016 End Date: 03/15/2017	1,412.09	5,648.34
12010	1	109257 ArcGIS for Server Enterprise Standard Up to Four Cores Staging Server Maintenance Start Date: 03/16/2016 End Date: 03/15/2017	2,525.00	2,525.00
13010	1	96880	505.00	505.00



esri

380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/7972
Fax #: 909-307-3072

Quotation
Page 3

Date: 12/16/2015

Quotation Number: 25717811

Contract Number: 2014MPA250

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Workflow Manager for Desktop Concurrent Use Primary Maintenance Start Date: 03/16/2016 End Date: 03/15/2017		
14010	4	93984	202.00	808.00
		ArcGIS Workflow Manager for Desktop Concurrent Use Secondary Maintenance Start Date: 03/16/2016 End Date: 03/15/2017		
15010	1	130574	10,100.00	10,100.00
		ArcGIS Online Level 2 Plan; Includes Up to 50 Named Users and 10,000 Service Credits Start Date: 03/16/2016 End Date: 03/15/2017		
16010	1	109840	3,000.00	3,000.00
		ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Start Date: 03/16/2016 End Date: 03/15/2017		
17010	1	115680	5,000.00	5,000.00
		ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle Start Date: 03/16/2016 End Date: 03/15/2017		
17020	1	109839		
		ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$2,000.00 of the bundled price. Start Date: 03/16/2016 End Date: 03/15/2017		
17030	1	109840		
		ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$3,000.00 of the bundled price. Start Date: 03/16/2016 End Date: 03/15/2017		

Subtotal	48,089.34
Estimated Tax	0.00
Total	\$ 48,089.34

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28537972
Fax #: 909-307-3072

Quotation
Page 4

Date: 12/16/2015

Quotation No: 25717811

Customer No: 268488

Contract No: 2014MPA250

Item Qty Material#

Unit Price

Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

Information Technologies, Inc.

10430 Baur Blvd.

St. Louis, MO 63132-1908

Phone (314) 997-5336

Fax (314) 997-5342

Public Safety Software

Renewal Invoice

Invoice Number: R2016-5528

Date Prepared: February 12, 2016

Invoice To:

Jackson County Sheriff's Office
3310 NE Rennau Drive
Lees Summit, MO 64064

Agency:

Jackson County Sheriff's Office
3310 NE Rennau Drive
Lees Summit, MO 64064

Attn: Sheriff Mike Sharp

Attn: Sheriff Mike Sharp

Payment Due Date: April 20, 2016		Client ID: 291529		
For Information, Contact: Drew Steward		Period		Annual Price
Qty	Description	Beginning	Ending	
	Annual Software Support	4/30/2016	4/30/2017	\$ 45,132.00
1	Enterprise Framework		included	
1	AVL Interface		included	
1	Duty Roster (Scheduling)		included	
1	Asset / Fleet Management		included	
1	Policy Manual		included	
1	Firearm Permits		included	
5	Computer Aided Dispatch		included	
1	Dispatch Monitor		included	
1	Interface, E911		included	
1	Interface, ESRI Map		included	
1	Law Enforcement Records Management		included	
1	Interface, MO Accident		included	
1	Interface, MO Incident Based Reporting		included	
1	Interface, Summons Import for Handheld Ticketwriter		included	
50	Mobile License		included	
1	Services - Multi-Server / Multi-Site		included	
<p>Note: The support for Interface, MO MO MODEX / RMS has been paid for by Missouri Department of Public Safety.</p>				

Subject to the terms and conditions located at <http://www.itiusa.com/supportterms/>. By paying the amount shown, you agree to the terms and conditions stated therein.

Total Due: \$ 45,132.00

**COMPUTRUST SOFTWARE CORPORATION**

135 E. Main Avenue, #150
Morgan Hill, CA 95037
(408) 782-7470 Fax (408) 782-0850

Res. 19090**INVOICE****CT021607**

**To: Jackson County PA
ATTN: Ken Larson, MIS
415 East 12th Street, Rm.G-8
Kansas City, MO 64106**

Customer	Date	Terms	PO #
JACKSON	2/1/2016	Net 30	

Description**TOTAL**

CompuTrust Software Annual Usage for the Period of
March 01, 2016 - February 28, 2017

32,085.00

A five percent (5%) Discount of \$1,604.25 may be taken if \$30,480.75 is paid by 03/01/2016

Remit to:

P.O. Box 787
Morgan Hill, CA 95038

INVOICE TOTAL**\$32,085.00**

Res. 19090



VERTIQ SOFTWARE LLC

135 E. Main Avenue, #150
Morgan Hill, CA 95037
(408) 782-7470 Fax (408)782-0850
Fed. ID #77-0504785

INVOICE

VQ121502

To: Jackson County ME
950 East 21st Street
Kansas City, MO 64108

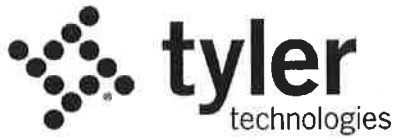
Customer	Invoice Date	Terms	PO #
JACKSON	12/1/2015	Net 30	Contract #17006

Description	TOTAL
CME Software System Annual Maintenance for the period of January 01, 2016 - December 31, 2016	10,585.00

A. Brook

Remit To: P.O. Box 787
Morgan Hill, CA 95038

INVOICE TOTAL \$10,585.00



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Res. 19090

Invoice

Invoice No	Date	Page
025-143077	01/01/2016	1 of 1

Empowering people who serve the public®

Questions:

Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: Jackson County
 308 W. KANSAS AVE. SUITE 142
 Independence, MO 64050

Ship To: Jackson County
 308 W. KANSAS AVE. SUITE 142
 Independence, MO 64050

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
43441	61022		USD	NET30	01/31/2016

Date	Description	Units	Rate	Extended Price
Contract No.: Jackson County, MO				
	Court Case Management	1	5,277.30	5,277.30
	Maintenance: Start: 01/Feb/2016, End: 31/Jan/2017			
	Central Cash Collection	1	528.01	528.01
	Maintenance: Start: 01/Feb/2016, End: 31/Jan/2017			
	Auto Warrants	1	528.01	528.01
	Maintenance: Start: 01/Feb/2016, End: 31/Jan/2017			
	Auto Macros	1	528.01	528.01
	Maintenance: Start: 01/Feb/2016, End: 31/Jan/2017			
	Court to Police Interface	1	879.10	879.10
	Maintenance: Start: 01/Feb/2016, End: 31/Jan/2017			
	Non Tyler GL Interface	1	1,407.11	1,407.11
	Maintenance: Start: 01/Feb/2016, End: 31/Jan/2017			
	AcuCorp AcuServer	1	979.62	979.62
	Maintenance: Start: 01/Feb/2016, End: 31/Jan/2017			
	Accu ODBC	1	369.86	369.86
	Maintenance: Start: 01/Feb/2016, End: 31/Jan/2017			

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	10,497.02
Sales Tax	0.00
Invoice Total	10,497.02

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

**IBM Software Subscription and Support Renewal Quote**

Note: If you will be placing your renewal order with an authorized Business Partner, please provide your partner with a copy of this Software Subscription and Support Renewal Quote to obtain final pricing and for fulfillment.

The prices quoted are only applicable if the total specified quantity of each and every designated part number is ordered. The prices are only effective up to the specified start date of the renewal part number.

Renewal Contact

Attn: Michael Ohlson
MO Jackson County, Missouri
415 E 12th Street RM G-8
KANSAS CITY MO 64106-2743
UNITED STATES

Passport Advantage Contact

Attn: Eric Kuehnast
MO Jackson County, Missouri
415 E 12th Street RM G-8
KANSAS CITY MO 64106-2743
UNITED STATES

Technical Contact

Attn: Eric Kuehnast
MO Jackson County, Missouri
415 E 12th Street RM G-8
KANSAS CITY MO 64106-2743
UNITED STATES

Passport Advantage Customer Information

Quotation Number: 26725664
Passport Advantage Agreement Number: 122256
Passport Advantage Site Number: 7405836
IBM Customer Number: 4684609
Anniversary Date: 01-March-2016
Relationship SVP Level: GV
Quotation SVP Level: GV

IBM Renewal Contact Information

IBM Renewal Representative: Brian M. Pritchard
Phone Number: ++1-972-906-3787
eMail Address: bmpritch@us.ibm.com

Product Information

Unit SVP Price: Is the IBM Suggest Volume Price for 12 months of coverage.

Unit Price: Is the price established for a full renewal, completed prior to the quote expiration date. This price may be lower than the Unit SVP price and is only effective up to the specified start date of the renewal part number.

Item No.	Part Number	Quantity	Total Points	Coverage Starts	Coverage Ends	Months	Unit SVP Price	Unit Price	Extended Amount
IBM Informix WRKGRP EDition CPU Option Limited Use Socket Annual SW Subscription & Support Renewal									
001	E08SPLL	3	50.10	01-Mar-2016	28-Feb-2017	12	3,196.00	3,196.00	9,588.00
Total Points & SVP Amount (USD)			50.10						9,588.00

Pricing not inclusive of applicable sales taxes.

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



We recommend that you renew IBM Software Subscription and Support for all of the in service authorized use of all IBM programs installed at your site to ensure continued access to new software versions and releases and 24x7 technical support.

Please follow the steps below to renew your IBM Software Subscription and Support.

1. Review your IBM Software Subscription and Support renewal quote and IBM Software Subscription and Support Renewal Quote Information Details. If you have questions, please contact either an authorized IBM Business Partner or your IBM renewal representative referenced above.
2. Choose one of the following options to renew before your anniversary date:
 - Contact an authorized IBM Business Partner for final pricing and fulfillment
 - Contact me at ++1-912-906-3787 or bmpritch@us.ibm.com
 - Sign in to <https://www.ibm.com/software/howtobuy/passportadvantage/paocustomer/eorder/eRenewal?rquotenum=0026725664> and renew.
3. If you do not renew your IBM Software Subscription and Support by 03/01/2016, it will expire. If at a later date, you wish to reinstate your IBM Software Subscription and Support, you may do so, however, the cost of reinstatement will be as much as three times greater than your annual renewal rate.

Note:

Your renewal order will be governed by and is subject to the terms of your IBM International Passport Advantage Agreement or the IBM International Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.



Res. 19090
Invoice

Date	Invoice #
12/7/2015	206745

Invoice To
Jackson County, Missouri Scott Jacoby Accounting Department 415 E 12th Street, Room 105 Kansas City, MO 64106, USA

Remit To
Questica Inc. 980 Fraser Drive, Unit 105 Burlington, ON, L7L5P5 Canada 877.707.7755 866.540.8514 (fax) info@questica.com www.questica.com

Questica Quote #	P.O. No.	Terms	Completion Date	Due Date	Business Number	Rep
		See Due Date	12/7/2015	3/1/2016	870137460	GM

Quantity	Description	Price Each	Amount
1	Annual Product Maintenance and Support 1-March-2016 through 28=February-2017	8,243.19	8,243.19

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Subtotal	USD 8,243.19
Sales Tax Total	USD 0.00
Total	USD 8,243.19



Renewal Quote : Expires on 2/16/2016

Attention:	Gary Goold	Quote #:	00282113
Company:	Jackson County MIS	Quote Date:	1/11/2016
Billing Address:	415 E 12 St Rm G8 Kansas City MO 64106 US	Renewal Quotation Expires on:	2/16/2016
Shipping Address:	415 E 12 St Rm G8 Kansas City MO 64106 US	Sales Contact:	Ashley Cosentino
Phone:	(816) 881-3152	Phone:	(831) 431-5064
Email:	ggoold@jacksongov.org	Email:	ashley.cosentino@embarcadero.com
Terms:	Net 30	Fax:	(831) 431-5064
Quote Name:	Jackson County MIS - 3/1/2016 - Renewal	F.O.B.:	Origin
		Currency:	USD

Notes:

Product	SKU	Product Type	Description	Support Period	License Holder	Quantity	Line Item Price	Extended Price
RAD Studio Ent Named - Support Renewal PID: 831468	BDE000MRNNWBO	Maintenance & Support	RAD Studio Enterprise Named - Support Renewal	3/2/2016-3/1/2017	Gary Goold ggoold@jacksongov.org	5	\$ 1,062.00	\$ 5,310.00
License Total								\$ 0.00
Maintenance Total								\$ 5,310.00
Total Price								\$ 5,310.00
Grand Total								\$ 5,310.00

State, Provincial, and local sales taxes IF NOT included in this quote will be invoiced as applicable.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$52,882.00 within the 2016 Anti-Drug Sales Tax Fund to cover funding for the Sheriff's Office's 2016 Drug Abuse Resistance Education (DARE) program.

RESOLUTION NO. 19091, February 29, 2016

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, COMBAT staff recommends that \$52,882.00 in Anti-Drug Sales Tax Funds be allocated to the Sheriff's Office's 2016 Drug Abuse Resistance Education (DARE) program, representing one-half of the 2016 allocation for DARE, with the balance to be transferred mid-year subject to available revenues; and,

WHEREAS, at its meeting of February 9, 2016, the Drug Commission endorsed staff's recommendation in this regard; and,

WHEREAS, a transfer within the 2016 Anti-Drug Sales Tax Fund is necessary to cover this program; and,

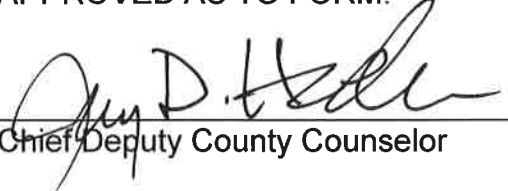
WHEREAS, the County Executive has recommended said transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2016 Anti-Drug Sales Tax Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti Drug Sales Tax Fund COMBAT - DARE			
008-4403	56005 - Community Crime Prevention	\$52,882	
Sheriff DARE			
008-4204	55010 - Regular Salaries		\$36,067
008-4204	55040 - FICA		\$ 2,760
008-4204	55050 - Pension		\$ 5,194
008-4204	55060 - Insurance		\$ 4,809
008-4204	55070 - Unemployment Insurance		\$ 181
008-4204	55110 - Workers Compensation		\$ 578
008-4204	55150 - Long Term Disability		\$ 181
008-4204	57230 - Other Operating Supplies		\$ 3,112

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. 19091 of February 29, 2016, was duly passed on _____, 2016 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 4403 56005
ACCOUNT TITLE: Anti Drug Sales Tax Fund
COMBAT - DARE
Community Crime Prevention
NOT TO EXCEED: \$52,882.00



Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord. No.: 19091

Sponsor(s): Dan Tarwater III

Date: February 29, 2016

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution authorizing the County Executive to transfer funds for the purpose of funding the Jackson County Sheriff's Office's Anti-Drug Sales Tax Fund for the 2016 fiscal year \$52,882.00. The Anti-Drug Sales Tax funds the Junior Deputy Program and D.A.R.E. like activities and purposes.</u></p>																																
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="315 569 1256 1314"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$52,882.00</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>\$1,184,893.00</td> </tr> <tr> <td>Amount budgeted for this item *(including transfers)</td> <td>\$52,882.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td>FROM ACCT: \$52,882.00</td> </tr> <tr> <td>From:</td> <td></td> </tr> <tr> <td>008-Anti-Drug, 4403 – COMBAT D.A.R.E., 56005 Community Crime Prevention</td> <td></td> </tr> <tr> <td>TO:</td> <td></td> </tr> <tr> <td>008-4204-55010 Regular Salaries</td> <td>\$36,067.00</td> </tr> <tr> <td>008-4204-55040 FICA</td> <td>\$2,760.00</td> </tr> <tr> <td>008-4204-55050 Pension</td> <td>\$5,194.00</td> </tr> <tr> <td>008-4204-55070 Unemployment Insurance</td> <td>\$181.00</td> </tr> <tr> <td>008-4204-55110 Workmen's Comp</td> <td>\$578.00</td> </tr> <tr> <td>008-4204-55150 Long Term Disability</td> <td>\$181.00</td> </tr> <tr> <td>008-4204 -55060 Insurance</td> <td>\$4,809.00</td> </tr> <tr> <td>008-4204-57230 Other Operating Supplies</td> <td>\$3,112.00</td> </tr> </table> <p><input checked="" type="checkbox"/> If account includes additional funds for other expenses, total budgeted in the account is: \$1,184,893.00 <input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): \$1,047,966.00 Prior Year Actual Amount Spent (if applicable): \$1,047,966.00</p>	Amount authorized by this legislation this fiscal year:	\$52,882.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$1,184,893.00	Amount budgeted for this item *(including transfers)	\$52,882.00	Source of funding (name of fund) and account code number:	FROM ACCT: \$52,882.00	From:		008-Anti-Drug, 4403 – COMBAT D.A.R.E., 56005 Community Crime Prevention		TO:		008-4204-55010 Regular Salaries	\$36,067.00	008-4204-55040 FICA	\$2,760.00	008-4204-55050 Pension	\$5,194.00	008-4204-55070 Unemployment Insurance	\$181.00	008-4204-55110 Workmen's Comp	\$578.00	008-4204-55150 Long Term Disability	\$181.00	008-4204 -55060 Insurance	\$4,809.00	008-4204-57230 Other Operating Supplies	\$3,112.00
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008-4204 -55060 Insurance	\$4,809.00																																
008-4204-57230 Other Operating Supplies	\$3,112.00																																
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): Res#18790, April 13, 2015</p>																																
<p>CONTACT INFORMATION</p>	<p>RLA drafted by: Carol Lillis, Office Administrator, 881-1415</p>																																
<p>REQUEST SUMMARY</p>	<p>A resolution authorizing the County Executive to transfer funds from the Anti-Drug Sales Tax for the purpose of providing funding for the 2016 fiscal year, not to exceed \$52,882.00, Jackson County Sheriff's Department for the Junior Deputy Program and D.A.R.E. like activities and purposes. This proposed legislative action equals one half of the D.A.R.E. allocation for this program this fiscal year.</p> <p>Background: The Anti-Drug Tax Fund authorizes the County to execute agreements and contracted service for the purpose of providing substance abuse treatment, prevention, grant match and other anti-drug and anti-violence initiatives in the community.</p>																																
<p>CLEARANCE</p>	<p><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)</p>																																

REVIEW	Department Director: <i>Stacy [Signature]</i>	Date: <i>2-16-2014</i>
	Finance (Budget Approval): <i>If applicable</i> <i>Mary Rasmussen</i>	Date: <i>2/18/14</i>
	Division Manager: <i>Mary Jo [Signature]</i>	Date: <i>2/24/16</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.

Jackson County
COMBAT

415 East 12th Street, Ninth Floor
Kansas City, Missouri 64106
www.combatjack.org

Res. 19091

Stacey Daniels-Young, Ph.D.
Director
(816) 881-3510

Vincent M. Ortega
Deputy Director
(816) 881-3886

Drug Commissioners:

Gloria Fisher
Venessa Maxwell-Lopez
Gene Morgan
Marva Marguerite Moses
Keith Querry
Anita Russell
Joseph Spalitto, DDS
Lanna Ultican
James Witteman, Jr.

Fax:
(816) 881-1416

To: Mary Lou Brown

From: Carol Lillis 

Subject: RLA-Jackson County Sheriff's Department DARE transfer

Attached is the RLA for 2016 Jackson County Sheriff's Department transfer of DARE funding. This funding will be an inter-departmental transfer of one-half of the award amount for the first semester.

If you have any questions, please feel free to contact me at clillis@jacksongov.org or at 816-881-1415.

Thank you

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION partially rescinding Resolution 19045, dated January 19, 2016, transferring \$20,000.00 within the 2016 Park Fund, and authorizing the County Executive to execute an agreement with aSTEAM Village, for a youth robotics program, at a cost to the County not to exceed \$20,000.00.

RESOLUTION NO. 19092, February 29, 2016

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, by Resolution 19045, dated January 19, 2016, the Legislature did authorize the execution of an agreement for various parks and recreation public purposes provided by certain outside agencies, at a cost to the County not to exceed \$237,777.00; and,

WHEREAS, it has been determined that the proposal of one agency, Black Economic Union of Greater Kansas City, for a youth robotics program would be better performed by aSTEAM Village, a not-for-profit corporation, and it is therefore more appropriate that the County contracts directly with aSTEAM Village for these services; and,

WHEREAS, a transfer if necessary to place the funds needed for this program in the appropriate spending account; and,

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

BE IT RESOLVED by the Legislature of Jackson County, Missouri, that the following transfer within the 2016 Park Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Fund Black Economic Union of GKC			
003-7768	56789 – Outside Agency Fnd	\$20,000	
003-7776	56789 – Outside Agency Funding		\$20,000

and,

BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute an agreement with aSTEAM Village, for the furnishing of a youth robotics program to underserved populations, in an amount not to exceed \$20,000.00, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the portion of Resolution 19045, dated January 19, 2016, related to authorizing an agreement with Black Economic Union of Greater Kansas City, at a cost not to exceed \$20,000.00, is hereby rescinded.

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. 19092 of February 29, 2016, was duly passed on _____, 2016 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: 003 7768 56789
ACCOUNT TITLE: Park Fund
Black Economic Union of GKC
Outside Agency Funding
NOT TO EXCEED: \$20,000.00

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

ACCOUNT NUMBER: 003 7776 56789
ACCOUNT TITLE: Park Fund
aSTEAM Village
Outside Agency
NOT TO EXCEED: \$20,000.00


Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19092

Sponsor(s): Scott Burnett

Date: February 29, 2016

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Request to partially rescind Resolution 19043 dated January 19, 2016 by replacing Black Economic Union with a Cooperative Agreement with aSTEAM Village and to transfer the funds currently allocated for the Black Economic Union, account 0037768-56789 into account 003-7776-56789 created for aSTEAM Village.</p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="310 688 1287 940"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$20,000</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$20,000</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$20,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$20,000</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM/TO:</td> <td>TRANSFER FROM: 003 7768-56789 TO: 003-7776-56789</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:	\$20,000	Amount previously authorized this fiscal year:	\$20,000	Total amount authorized after this legislative action:	\$20,000	Amount budgeted for this item * (including transfers):	\$20,000	Source of funding (name of fund) and account code number; FROM/TO:	TRANSFER FROM: 003 7768-56789 TO: 003-7776-56789
Amount authorized by this legislation this fiscal year:	\$20,000										
Amount previously authorized this fiscal year:	\$20,000										
Total amount authorized after this legislative action:	\$20,000										
Amount budgeted for this item * (including transfers):	\$20,000										
Source of funding (name of fund) and account code number; FROM/TO:	TRANSFER FROM: 003 7768-56789 TO: 003-7776-56789										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): Resolution # 19045 1/19/2016</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Cindy Wallace – Audit Assistant 881-3312</p>										
<p>REQUEST SUMMARY</p>	<p>Partially Rescinding Resolution 19045 by replacing Black Economic Union with aSTEAM Village and transferring the funds originally allocated for BEU into account 003-7776-56789 for aSTEAM Village.</p>										
<p>CLEARANCE</p>	<p><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)</p>										
<p>ATTACHMENTS</p>	<p>Agency Proposal</p>										
<p>REVIEW</p>	<table border="1" data-bbox="302 1682 1243 1957"> <tr> <td>Department Director: <i>Crissy Woodersa</i></td> <td>Date: 2.22.2016</td> </tr> <tr> <td>Finance (Budget Approval): <i>Cliff Jones</i> <i>If applicable</i></td> <td>Date: 2/22/16</td> </tr> <tr> <td>Division Manager: <i>Marylou Brown</i></td> <td>Date: 2/24/16</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>	Department Director: <i>Crissy Woodersa</i>	Date: 2.22.2016	Finance (Budget Approval): <i>Cliff Jones</i> <i>If applicable</i>	Date: 2/22/16	Division Manager: <i>Marylou Brown</i>	Date: 2/24/16	County Counselor's Office:	Date:		
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Division Manager: <i>Marylou Brown</i>	Date: 2/24/16										
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.



2016 OUTSIDE AGENCY FUNDING REQUEST

415 E 12th Street, 2nd Floor
 Kansas City, MO 64106
 Email: auditor@jacksongov.org

New Agency Request
 Previously Funded

Name: aSTEAM Village	
Address: 1601 E. 18th St. S	City: Kansas City State: MO Zip Code: 64108
Phone No: (816) 535-0939	Website: www.asteamvillage.org
Federal Tax ID No: 46-5023913	Fiscal Year: Jan. 1 to Dec. 31
Executive Director/President: William Wells	Phone: (816) 288-5757 Email: william@asteamvillage.org
Principal Contact: William Wells	Phone: (816) 288-5757 Email: william@asteamvillage.org
Total # of Programs Requesting Funding For: 1	Total Amount Requested: \$ 20,000

Please complete the following sections for your 2016 Outside Agency Proposal.
 Section B and Section C must be filled out for each program you are requesting funding for.

- Section A: Agency Revenue Information
- Section B: Program Budget Request
- Section C: Program Information



Section A Agency Revenue Information

Res. 19092

Funding Entity	Source Description	2015 Actual	2016 Projected
Federal			
State			
Jackson County	Outside Agency Contract		\$20,000
City of Kansas City			
Charity/Donations	Corporate Donations	\$ 7,500	\$ 15,000
Fundraisers	Pizza Hut	\$ 450	\$ 600
Other	Corporate Sponsorships		\$14,400
		\$ 7,950	\$ 50,000

Does your agency have cash reserves? YES NO

If so, what is the current balance? \$ 400

Please check all Jackson County sources your agency received funding from in 2015:

- Board of Services for Developmentally Disabled
- COMBAT
- Domestic Violence Board
- Housing Resources Commission
- Mental Health Levy
- Outside Agency

Please check any of the following your agency received funding or resources from in 2015:

	Goods	Services	Cash	Amount
Harvesters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Mid America Regional Council	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
MAAC Link	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
United Way	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



Section B 2016 Program Budget Request

Program Request# _____

Agency Name:

Program:

New Program Request

aSTEAM Village

aSTEAM Village Youth Club

Previously Funded

Salaries

attach job description or duties for NEW Program requests only

Position / Title	Amount	Check Box if 100% Funded by Jackson County
	\$ 0	<input type="checkbox"/>
	\$ 0	<input type="checkbox"/>
	\$ 0	<input type="checkbox"/>
	\$ 0	<input type="checkbox"/>
	\$ 0	<input type="checkbox"/>
	\$ 0	<input type="checkbox"/>
Fringe Benefits		

Total Salaries & Fringe Benefits \$ 0

Contractual Services & Supplies

Description	Amount	Check Box if 100% Funded by Jackson County
DigiPen Video Game Design Certification	\$ 7,500	<input checked="" type="checkbox"/>
LearnKey Computer Science and I.T. Certification Courses	\$ 10,000	<input checked="" type="checkbox"/>
Robotics Registration Fees for Qualifiers & Tournaments	\$ 1,500	<input checked="" type="checkbox"/>
Youth Robotics and Racing Jerseys	\$ 1,000	<input checked="" type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

Total Contractual Services & Supplies \$ 20,000

Total 2016 Program Budget Request \$ 20,000

Total Program Cost	\$ 50,000
<i>Total cost to run your program regardless of the Jackson County funding you are requesting.</i>	
Estimate of Cost Per Participant	\$250



Section C 2016 Program Information

Agency Name:
aSTEAM Village

Program:
aSTEAM Village Youth Club

Proposed Program

Detail functions to be performed.

aSTEAM Village "esteem" is an all-inclusive community project that is committed to diversifying the STEAM (Science, Technology, Engineering, Arts and Math) fields by increasing the interest, exposure, expectations and expertise in STEAM education for urban, rural, female and other under-represented communities.

Our hands-on, interactive programs, Robotics, Radio-Controlled Race Car Engineering, Video Game Design and Computer Programming enables students to learn, share and compete with other youth on both a local and national level.

Why is this a priority for your agency?

Funding and expanding this program is a priority because unfortunately, not all students are exposed to STEM-related careers in school or in their homes. Even if students do participate in STEM-focused extracurricular programs, they have limited connection to real-world, hands-on experiences that move them from the classroom into the workplace. Therefore, it is imperative that under-represented groups of students learn not only the skills they need to succeed in these high-demand professions but that they also get introduced to the mentors and companies that can make their dreams a reality.

Moving beyond K-12 STEM is of equal importance. This project addresses the needs to

Check if this program is sustainable without Jackson County's funding.



Target Population

Describe target population and demographics to be served by each program.

Our target population for this program is all students and families in the Jackson County area. Our student participants range in grade levels from 1st to 12th grade.

What criteria do you have for the participants you serve?

The only criteria that we have for the participants that we serve is for the student to have a desire to expand their learning in the areas of science, technology, engineering, arts (digital) and mathematics. We also ask for the students to commit to attending all practices because they are a part of a team and their teammates must rely on their consistent participation and

Service Delivery Area

Identify the number of participants that this program serves.

Total # served	# served from Jackson County	# served from Other Areas
200	190	10

Identify your specific service delivery area by zip code or geographical boundary.

Zip Code	Geographical Boundary
64108	

Is this is a Countywide Program? YES NO

If not, What is the Jackson County Legislative District?

Does your agency keep a list of participants for this program? YES NO

Please classify your program from the following types of services:

Community Improvement/Outreach

Food/Emergency Services

Health/Wellness

Indigent Population

Senior Services

Youth Services

Other: _____

Are your services available to anyone? YES NO

Outcomes

List up to 5 outcomes related to this program.

Please check if the outcome is measurable.

1. Student attendance, behavior and grades will increase.
2. Students will have an increased level of confidence in taking advanced math and science classes.
3. Parents will become more engaged in their child's education.
4. Parents and students will begin planning and discussing the post-secondary and career pathways and opportunities.
5.

Summary

Your application will not be considered complete without answering all questions. All applicants must fulfill the requirements listed below to complete the funding request process.

Please check the box acknowledging you understand your organization's responsibility to the following.

- Reviewed the Non-Allowable Expenses
- Reviewed Executive Order 04-18 to deem your agency in compliance if funding is awarded and approved.
- Include the Jackson County Logo and credit Jackson County in marketing efforts and provide the Auditor's Office with copies.

Your organization will submit the following with the Outside Agency Proposal:

- Certificate of Liability Insurance valued at a minimum of \$1 million per occurrence or \$2 million annual aggregate
- Missouri Secretary of State Certificate of Good Standing
- Missouri Secretary of State Annual Registration Report

Signature: William Wells

Date Submitted: 02/19/2016

SAVE

PRINT

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to execute an Agreement with Microsoft for the furnishing of Microsoft Office 365 email software upgrade.

RESOLUTION NO. 19093, February 29, 2016

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Resolution 18902, dated August 6, 2015, the Legislature did award term and supply contracts for the furnishing of software for use County-wide; and,

WHEREAS, the Director of Information Technology recommends an upgrade of the County's email server to Microsoft Office 365, which will expand the County's storage needs, fulfill FBI requirements for information security, and protect the County from data loss; and,

WHEREAS, the needed software upgrade will be purchased through existing term and supply contracts authorized by Resolution 18902; and,

WHEREAS, the attached Agreement with Microsoft for the purchase of this software includes indemnification language that requires the approval of the Legislature; and,

WHEREAS, execution of this Agreement with Microsoft is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be, and is hereby authorized, to execute for the County the attached Agreement with Microsoft for the furnishing of Microsoft Office 365, and any other documents needed to give effect to this Resolution.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19093 of February 29, 2016, was duly passed on _____, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino
Clerk of Legislature

Enterprise Enrollment

State and Local Res. 19093

Enterprise Enrollment number
(Microsoft to complete)

Framework ID
(if applicable)

--

Previous Enrollment number
(Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality, and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district,

or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered

prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due:
- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
 - 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing

a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

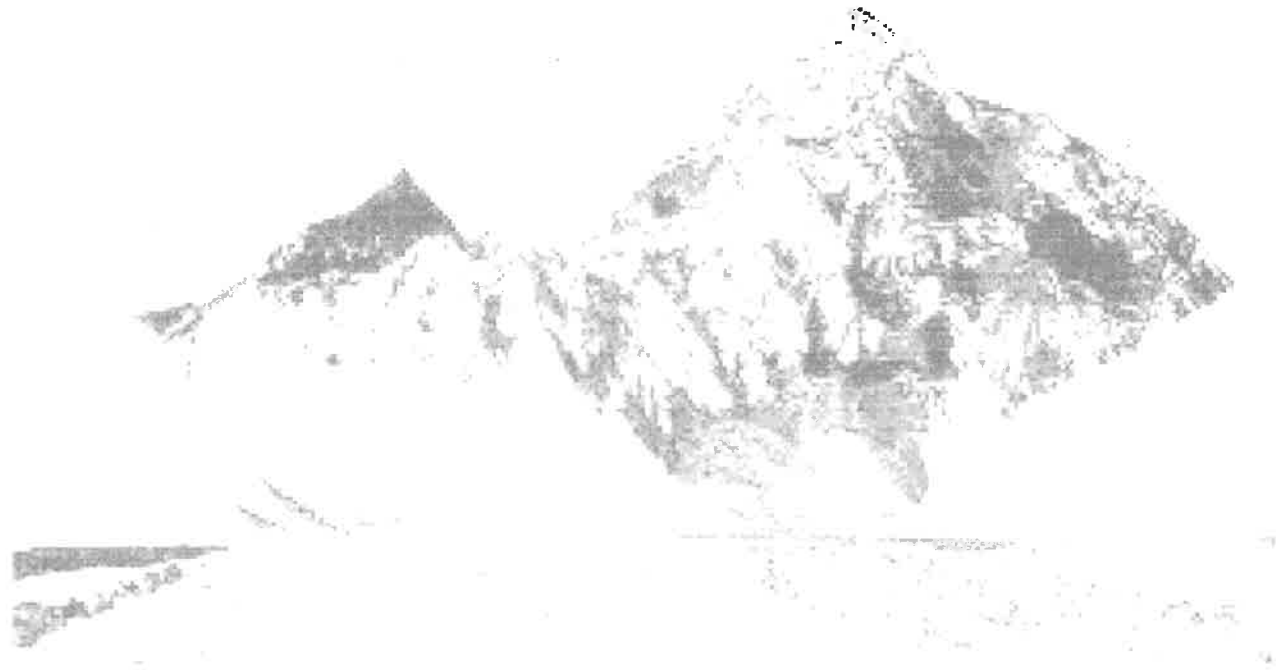
For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community

members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: <Choose One>

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Jackson County, Missouri

Contact name* First David **Last** Witte

Contact email address* dwitte@jacksongov.org

Street address* 415 E 12th St, Room G-8

City* Kansas City

State/Province* MO
Postal code* 64106-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 816-881-3160
Tax ID
** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State/Province*
Postal code* -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State/Province* NJ
Postal code* 08873
Country* USE
Contact name*
Phone* 888-764-8888
Contact email address* msteam@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

0368698.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	0	1,300	-	No	User Licenses

Products	Enterprise Quantity
Office 365 GOV E1	1,270
Office 365 GOV E3	30

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win Enterprise Upgrade + Win VDA + Win SA per User USL + Win VDA per User USL + Enterprise Cloud Suite USL
Quantity	30	1300	0	0

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p>Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p>Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	

Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier. Any reference in this Agreement or an Enrollment to a "day" means a calendar day, except references that specify "business day".

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.



Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft;

"Customer" means the legal entity that has entered into this Agreement with Microsoft;

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement;

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place its initial order;

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise;

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses;

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate;

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service;

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. How the Enterprise program works.

- a. General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. **Licenses for Products.**

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
 - (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the Enrollment will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
 - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. In that case, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
 - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

- g. Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. Making copies of Products and re-imaging rights.

- a. General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60 day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
- (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and reassigning Licenses.

- a. License transfers.** Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
- (i) an Affiliate or

- (ii) an unaffiliated third party in connection with (A) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (B) a reorganization, or (C) a consolidation.

Upon such transfer, Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including, without limitation, the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability. Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. **Term and termination.**

- a. **Term.** The term of this Agreement will be 36 full calendar months from the Effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
- (ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:
 - 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
 - 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.
- (iii) In the case of Early Termination under Subscription Enrollments, Enrolled Affiliate will have the following options:
 - 1) For eligible products Enrolled Affiliate may obtain perpetual Licenses as described in the section titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
 - 2) Where not exercising buy-out option, in the event of breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments or any order of any kind, including subscription services, remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
- (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. Program updates. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

- a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply.

- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.
- d. **Restrictions.** Enrolled Affiliate must not (and must not attempt to) (1) reverse engineer, decompile, or disassemble any Product or Fix, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement, or (3) work around any technical limitations in the Products or restrictions in Product documentation. Except as expressly permitted in this agreement, Customer must not (i) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (ii) distribute, sublicense, rent, lease, lend, or use any Product or Fix to offer hosting services to a third party.
- e. **No transfer of ownership; reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft (1) does not transfer any ownership rights in any Products or Fixes and (2) reserves all rights not expressly granted in this Agreement.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after the Confidential Information is received.

9. Privacy and Compliance and Laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth

by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

- c. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. **Warranties.**

a. **Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not cover problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta Products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **DISCLAIMER.** Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. **Defense of third party claims.**

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party (1) that any Product or Fix infringes its patent, copyright, or trademark or makes unlawful use of its Trade Secret; or (2) that arises from Microsoft's provision of an Online Service in violation of laws applicable to all online services providers. Microsoft will pay the amount of any resulting adverse final judgment or approved settlement. This does not apply to claims based on (i) Customer Data; (ii) non-Microsoft software; (iii) modifications to a Product or Fix Enrolled Affiliate makes or any specifications or materials Enrolled Affiliate provides; (iv) Enrolled Affiliate's combination of the Product or Fix with (or damages based on the value of) a non-Microsoft product, data, or business process; (v) Enrolled Affiliate's use of a Microsoft trademark without express, written consent or the use or redistribution of a Product or Fix in violation of this Agreement; (vi) Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third party claim; or (vii) Products or Fixes provided free of charge.
- b. **By Enrolled Affiliate.** Enrolled Affiliate will defend Microsoft against any claims made by an unaffiliated third party that:
 - (i) any Customer Data or non-Microsoft software Microsoft hosts on Enrolled Affiliate's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or

- (ii) arises from use of an Online Service in violation of applicable laws and regulations; a violation of the legal rights of others; or unauthorized access to or disruption of any service, data, account, or network in connection with the use of the Online Services.

Enrolled Affiliate will pay the amount of any adverse final judgment or approved settlement resulting from a claim covered by this section titled "By Enrolled Affiliate."

- c. **Rights and remedies in case of possible infringement or misappropriation.** If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Enrolled Affiliate's use of the Product or Fix, Microsoft will seek to obtain the right for Enrolled Affiliate to keep using it or modify or replace it with a functional equivalent, in which case Enrolled Affiliate must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Enrolled Affiliate's right to the Product or Fix and refund any amounts Enrolled Affiliate has paid for those rights to Software or Fixes and, for Online Services, any amount paid for a usage period after the termination date.
- d. **Other terms.** The party being defended under this section 11 must notify the other party promptly of any claim subject to the subsection titled "By Microsoft," give the other party sole control over the defense or settlement, and provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance. Any settlement must be approved in writing by the defending party. The remedies provided in this section 11 are the exclusive remedies for the claims described in this section.

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep accurate and complete records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify Enrolled Affiliate and its Affiliates' compliance with the Product's license terms for the Products.
- b. **Verification process and limitations.** Microsoft will provide Enrolled Affiliate at least 30 days' notice of its intent to verify compliance. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Enrolled Affiliate must promptly provide the independent auditor

with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit. Any information collected in the self-audit will be used solely for purposes of determining compliance.

- c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

14. *Miscellaneous.*

- a. **Notices.** Notices to Microsoft must be sent to the Microsoft address on the signature form with a copy sent to the address below. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

A copy of each notice should be sent to:

Microsoft Corporation
Legal and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
USA

- b. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the other party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- c. **Severability.** If any provision in this agreement is found unenforceable, the balance of the agreement will remain in full force and effect.
- d. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- e. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- f. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

- g. This Agreement is not exclusive.** Customer and its Affiliates are free to enter into agreements to license, use or promote non-Microsoft products.
- h. Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- i. Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- j. Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the agreement.
- k. Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- l. Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- m. Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the online services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- n. Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- o. Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.
- p. Calendar days.** Any reference in this Agreement or an Enrollment to a "day" means a calendar day, except references that specify "business day".

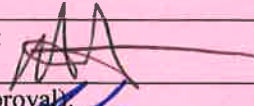
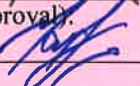
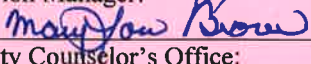
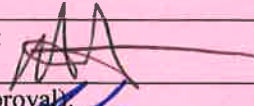
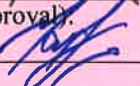
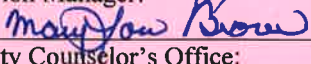
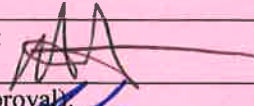
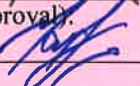
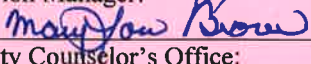
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19093

Sponsor(s): Dennis Waits

Date: February 29, 2016

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Approving a Contract with Microsoft for the upgrade of the County's existing Email System</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 style="text-align: right;">\$</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;">\$</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 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>The funds to purchase the upgrade were encumbered in late 2015; the purchase will be made via an existing County term and supply contract.</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):</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>										
<p>REQUEST SUMMARY</p>	<p>The County's email currently is a server based system. The single server was installed in 2008 and the equipment is no longer supported by the manufacturer making parts harder to obtain. The single server offers no redundancy in case of hardware failure and gives the typical County user a smaller mailbox.</p> <p>The upgraded Microsoft Office 365 is a cloud solution and the County's email will be stored in a secure Microsoft data center designed to meet FBI requirements for information security. The benefits also include significantly larger mailboxes, full redundancy, and improved disaster recovery capabilities.</p> <p>The upgrade will be purchased via an existing County Term and Supply Contract with SHI of Somerset, NJ.</p>										
<p>CLEARANCE</p>	<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>										
<p>ATTACHMENTS</p>	<p>Memorandum from Michael Erickson, Director of IT and GIS</p>										
<p>REVIEW</p>	<table border="1"> <tr> <td>Department Director: </td> <td>Date: 2/23/2016</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i> </td> <td>Date: 2/23/16</td> </tr> <tr> <td>Division Manager: </td> <td>Date: 2/24/16</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>	Department Director: 	Date: 2/23/2016	Finance (Budget Approval): <i>If applicable</i> 	Date: 2/23/16	Division Manager: 	Date: 2/24/16	County Counselor's Office:	Date:		
Department Director: 	Date: 2/23/2016										
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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.



**Department of
INFORMATION TECHNOLOGY
JACKSON COUNTY, MISSOURI**

Res. 19093

(816) 881-3151

415 EAST 12TH STREET, ROOM G-8
KANSAS CITY, MO 64106

TO: BARBARA CASAMENTO, PURCHASING SUPERVISOR

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS

Date: 2/17/2016

Re: Jackson County Purchase of Office 365

Jackson County's email currently resides on an HP ProLiant DL380 G5 server with a Microsoft Windows 2003 operating system using Microsoft Exchange 2007 as the email service. The e-mail server configuration is a single server that offers no redundancy in case of hardware failure. This server was installed on June 2, 2008, and gives our typical user a 100 MB mailbox.

Here is a brief summary of the state of support of this system:

- The HP ProLiant DL 380 G5, all vendor support ended on 11/30/2014
- Microsoft Windows Server 2003, all vendor support ended on 07/14/2015
- Microsoft Exchange 2007 vendor support ended 04/10/2012 except for security vulnerability support which will end on 04/11/2017

Due to the age of the server hardware, IT relies on third party vendors for replacement parts that are frequently unavailable locally which results increased recovery times. Also, the chance of catastrophic failure increases with time.

To rectify these issues, IT recommends migrating County email to Office 365, a Microsoft cloud solution. Jackson County's email will be stored in a secure Microsoft government data center designed to meet FBI requirements for information security.

The service level that IT is recommending for purchase offers the following benefits:

- Email and calendar access on the Cloud
- Online access to the latest version of Microsoft Office
- 50 Gig mailboxes
- No hardware to maintain
- Full redundancy and Disaster Recovery
- Cloud-based backups

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the lease/purchase of golf course maintenance equipment for use by the Parks + Rec Department to Professional Turf Products, L.P., of Lenexa, Kansas, and PNC Equipment Finance, LLC, of Cincinnati, Ohio, at an actual cost to the County in 2016 not to exceed \$34,357.00, and a total five-year cost not to exceed \$170,782.95, under the terms and conditions of National IPA contract No. 120535 an existing government contract, and declaring certain property as unusable and obsolete and authorizing its disposal by way of trade-in.

RESOLUTION NO. 19094, February 29, 2016

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a need for golf course maintenance equipment for use at the Fred Arbanas Golf Course; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a contract for this equipment to Professional Turf Products, L.P., of Lenexa, Kansas, at an actual cost to the County in 2016 not to exceed \$34,357.00, and a total five-year cost not to exceed \$170,782.95, under the terms and conditions of National IPA contract No. 120535 an existing government contract; and,

WHEREAS, the Director of Finance and Purchasing further recommends award to PNC Equipment Finance, LLC, of Cincinnati, Ohio, for the lease/purchase financing of this equipment; and,

WHEREAS, the Director recommends that the Parks + Rec Department existing golf course maintenance equipment be declared unusable and be used as a trade-in on this

purchase; now therefore,

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

BE IT FURTHER RESOLVED, that the identified surplus property within the Parks + Rec Department be and hereby is declared obsolete and unusable, and that the Director of Finance and Purchasing be and hereby is authorized to dispose of the property by way of trade-in pursuant to Chapter 11 of the Jackson County Code; and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. of February 29, 2016, was duly passed on _____, 2016 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.


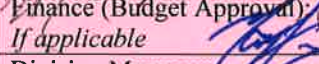
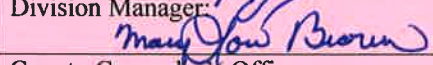
ACCOUNT NUMBER: 300 1666 56790
ACCOUNT TITLE: Park Enterprise Fund
Fred Arbanas Golf Course
Other Contractual Services
NOT TO EXCEED: \$34,356.39



Date



Director of Finance and Purchasing

	<p>The Director of Finance and Purchasing recommends the purchase be made under this contract due to the higher volume discounts offered to larger government entities and/or buying groups.</p> <p>The Director of Finance and Purchasing also recommends the unusable personal property on attached Exhibit A be declared surplus and unusable and disposed of pursuant to Chapter 11 of the Jackson County Code.</p>	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	A Memorandum Dianne Kimzey of the Parks + Rec Department; the quote from Professional Turf Products, L.P. of Lenexa, KS; the pertinent pages of the US Communities Contract and Exhibit A, Surplus Declaration Forms for trade-in.	
REVIEW	Department Director: 	Date: 2-24-16
	Finance (Budget Approval): If applicable 	Date: 2/25/16
	Division Manager: 	Date: 2/25/16
	County Counselor's Office:	Date:

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

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- 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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- 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

Res. 19094

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

MEMORANDUM

TO: Jessica Johnson, Purchasing Department

FROM: Dianne Kimzey, Parks + Rec

A handwritten signature in black ink that reads "Dianne Kimzey".

DATE: February 12, 2016

RE: Golf Course Equipment Lease

The Parks Department is requesting to initiate Legislative Action to approve a 5 year lease purchase for equipment for Fred Arbanas Golf Course from Professional Turf Products. The lease will allow the Department to replace equipment needed to maintain the greens over a period of time that's within budget.

The Department will be trading in older equipment that will be of no value to the Parks Department to offset the cost of this lease purchase.



Frank White, Jr., County Executive

		5 yr. Annual CSC Payment	Selling Price
	Sell Price		\$ 159,747.70
	Trade-in Value		\$ (5,000.00)
	Total Sell Price		\$ 154,747.70
5 Annual Payments (CSC - \$1 Buyout) - First Payment February 15, 2016		\$ 34,106.39	

Comments:

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. After 30 days all prices are subject to change without notice.
5. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
6. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.

This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4137
ISSUE DATE: SEPTEMBER 15, 2015

CONTRACT NO.: 120535
CONTRACT AMENDMENT NO.: FOUR (4)
PAGE 1 of 3
SA
CONTRACT OFFICER: JENN MYERS

THIS CONTRACT IS AMENDED AS FOLLOWS:

GROUNDSKEEPING, GOLF AND SPORTS FIELD MAINTENANCE

1. Pursuant to Contract No. 120535, Special Terms and Conditions, Section 6, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of November 27, 2015 through November 26, 2016.
2. Paragraph 20 of the Standard Terms and Conditions section is hereby replaced in its entirety with the following paragraph:

20. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

3. Paragraph 8 of the Special Terms and Conditions section is hereby replaced with the following paragraph:

INSURANCE:

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85726
 (520) 837-4137
 ISSUE DATE: SEPTEMBER 15, 2015

CONTRACT NO.: 120535
 CONTRACT AMENDMENT NO.: FOUR (4)
 PAGE 2 of 3
 SA
 CONTRACT OFFICER: JENN MYERS

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Project	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*¹	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

*¹ Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

- D. ADDITIONAL INSURANCE REQUIREMENTS:** All policies shall include, or be endorsed to include, the following provisions:
1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor.
 2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- E. NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.
- F. ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4137
ISSUE DATE: SEPTEMBER 15, 2015

CONTRACT NO.: 120535
CONTRACT AMENDMENT NO.: FOUR (4)
PAGE 3 of 3
SA
CONTRACT OFFICER: JENN MYERS

maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- H. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Brad Hamilton 9/23/15
Signature Date

Brad Hamilton, General Mgr.
Typed Name and Title

The Toro Company
Company Name

8111 Lyndale Ave. S.
Address

brad.hamilton@toro.com
Email Address

Bloomington MN 55420
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 23rd DAY
OF September 2015, AT TUCSON, ARIZONA.

Nathan Lyon
as Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4137
ISSUE DATE: APRIL 10, 2015

CONTRACT NO.: 120535
CONTRACT AMENDMENT NO.: THREE (3)
PAGE 1 of 1
SA
CONTRACT OFFICER: JENN MYERS

THIS CONTRACT IS AMENDED AS FOLLOWS:

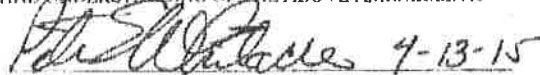
GROUNDSKEEPING, GOLF AND SPORTSFIELD MAINTENANCE EQUIPMENT

1. Per the Scope of Work, Section C. Service Requirements, Item 1. Financing, the following language shall be added to the contract:

Under the terms of this contract, the City or cooperative partners may lease, finance or use other lease/buy options to procure the products within this contract.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature Date

Peter Whitacre, Sales Manager - State and Local Government
Typed Name and Title


The Toro Company
Company Name

8111 Lyndale Ave South
Address

Peter.whitacre@toro.com
Email Address

Bloomington MN 55420
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 13th DAY
OF April, 2015, AT TUCSON, ARIZONA.


As Director of Procurement and not personally

DISCOUNT OFF LIST PRICE

For each of the product categories, provide a listing of product lines and the proposed discount off list price. Offeror's may insert additional lines as needed.

<u>LIST</u>	<u>CATEGORY</u>	<u>DISCOUNT OFF</u>
A.	SPORTS FIELDS AND GROUNDS EQUIPMENT	_____ %
	<u>Commercial Equipment</u>	<u>21.8</u> %
	<u>LANDSCAPE CONTRACTOR</u>	<u>27.0</u> %
	<u>Siteworks Systems</u>	<u>17.0</u> %
B.	GOLF COURSE MAINTENANCE EQUIPMENT	_____ %
	<u>Commercial Equipment</u>	<u>21.8</u> %
	<u>LANDSCAPE CONTRACTOR</u>	<u>27.0</u> %
	<u>Siteworks Systems</u>	<u>17.0</u> %
C.	RELATED EQUIPMENT PARTS	_____ %
	<u>Commercial 'Performance PARTS'</u>	<u>up to 50</u> %
	_____	_____ %
	_____	_____ %
D.	USED EQUIPMENT	_____ %
	_____	<u>N/A</u> %
	_____	_____ %
	_____	_____ %
E.	BALANCE OF LINE	_____ %
	<u>Commercial Equipment</u>	<u>21.8</u> %
	<u>LANDSCAPE CONTRACTOR</u>	<u>27.0</u> %
	<u>Siteworks Systems</u>	<u>17.0</u> %

SURPLUS DECLARATION FORM

Date: 01-27-2016
 Department Name: Golf Course Division #: 1666
 Point of Contact: Russell Bonneville
 Phone number: 816 668 2487
 Location of Surplus Item: Golf Course Maintenance yard

Asset #	Item Description	Department Inventory #	Make/Model	Year	Mileage	Serial Number	Cost/Est Value	Condition of Vehicle
M 246	Utility Vehicle		clubcar	96		F69635522904	125	poor
M 126	Truckster		Cushman	94		94003304	125	bad
M 246	Truckster		Cushman	96		95000151	125	bad
M 311	Truckster		Cushman	96		95003412	125	bad
MR3518	Tee Mower		Jacobson	03		67043-00003385	1400	poor
MR3519	Tee Mower		Jacobson	03		67043-00003532	1400	poor
M 268	Rough Mower		Lastec	00		2720100	100	bad
M 239	Seeder		hexo	92		891010	110	poor
M 085	blower		Olathe	86		610676	100	poor
—	blower		Olathe	85		670684	100	poor
M 089	Seeder		Olathe	88		830924	100	bad
M 153	Aerator -6		Ryan	85		97585	100	poor
M 276	Verticut		Ryan	95		107144	50	poor
M 156	Deck Mower		Toro	87		30782-70857	150	bad
M 706	Seeder		Toro	87		820166	100	poor

Revised 12-02

